

## **FOURTH AMENDMENT TO AGREEMENT**

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2025, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Carollo Engineers, Inc., a Delaware Corporation (Consultant).

### **RECITALS**

WHEREAS, the City and the Consultant entered into an agreement on May 31, 2023, (Agreement) to provide professional engineering services in the amount of \$736,873, with a contingency amount not to exceed \$74,000, for the Downtown Water and Wastewater Infrastructure Improvement Study (Project); and

WHEREAS, on November 27, 2023, the First Amendment to the Agreement (First Amendment) was executed to expand the Consultant's scope of services to include design, bidding support, and construction support services related to the Project and increase the Consultant's compensation by an amount not to exceed \$2,000,406, with an additional contingency amount not to exceed \$300,000, for a total revised contract amount not to exceed \$2,737,279, with a revised contingency amount not to exceed \$374,000, all of which to be paid on a time and materials basis; and

WHEREAS, on April 17, 2024, the Second Amendment to the Agreement (Second Amendment) was executed to use the new labor rates for 2024 outlined in the Consultant's 2024 Fee Schedule; and

WHEREAS, on August 15, 2024, the Third Amendment to the Agreement (Third Amendment) was executed to acknowledge that the Consultant has completed the design and bidding services portion of the First Amendment to the Agreement, modify the scope of services to include construction support services related to the Project, and increase the Consultants compensation by an amount not to exceed \$427,370, for a revised total contract amount not to exceed \$3,164,649, all of which to be paid on a time and materials basis; and

WHEREAS, additional design and support services have become necessary to complete the Revised Infill Infrastructure Grant Catalytic (IIGC) Water and Sewer Infrastructure Improvements; and

WHEREAS, the City and Consultant now desire to enter into this Fourth Amendment to modify the Agreement to increase the scope of work, increase monetary consideration in an amount not to exceed \$637,228, paid on a time and materials basis in accordance with the updated schedule of fees contained in Attachment A attached hereto, increasing the total contract to an amount not to exceed \$3,801,877 with a remaining contingency amount not to exceed \$374,000, all of which to be paid on a time and materials basis, and to extend the term of the Agreement to December 31, 2027; and

WHEREAS, with entry into this Agreement, the Consultant agrees that the Consultant has no claim, demand, or dispute against the City.

## **AGREEMENT**

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The Consultant shall provide additional services as described in **Attachment A**, attached hereto and incorporated herein by reference.

2. The Term of Agreement and Time for Performance shall be extended to December 31, 2027.

3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this amendment shall be an amount not to exceed \$637,228, paid on a time and materials basis.

4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

5. Except as otherwise provided herein, the Agreement entered into by the City and Consultant, dated May 31, 2023, remains in full force and effect.

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

Carollo Engineers, Inc.,  
a Delaware Corporation

By: \_\_\_\_\_  
Francisco V. Magos, PE, MBA, QSD  
Assistant Director  
Capital Projects

By: Ryan Sellman

Name: Ryan Sellman

Title: Vice President

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Anne E. Prudhel

Name: Anne E. Prudhel

By: Angela M. Karst 03/19/25  
Senior Deputy City Attorney Date

Title: Executive Vice President

ATTEST:  
TODD STERMER, MMC  
City Clerk

REVIEWED BY:

By: \_\_\_\_\_  
Deputy Date

Sarah Lambeth  
Sarah Lambeth  
Senior Management Analyst  
Capital Projects Department

Addresses:  
CITY:  
City of Fresno  
Attention: Robert A. Diaz, Project  
Manager  
747 R Street, 2nd Floor  
Fresno, CA 93721  
Telephone No. (559) 621-8837

CONSULTANT:  
Carollo Engineers, Inc.  
Attention: Ryan Sellman, Vice President  
1401 Fulton Street, Suite 802  
Fresno, CA 93721  
Telephone No. (559) 436-6616  
FAX: (559) 436-1191

Attachment:  
Exhibit A - Expanded Scope of Services

**EXHIBIT A**  
**REVISED SCOPE OF SERVICES**  
**Consultant Service Fourth Amendment to Agreement between City of Fresno**  
**(City) and Carollo Engineers, Inc., a Delaware Corporation (Consultant)**

Downtown Area Water and Wastewater Infrastructure Improvements Study

**SCOPE OF WORK**

The revised scope of services is necessary to include design services for the revised IIGC scope of work. The revised design services will include:

1. Approximately 16,341 linear feet of water improvements.
2. Approximately 3,997 linear feet of sewer improvements.
3. Approximately 9,836 linear feet of sewer pipeline rehabilitation.
4. Reconstruction and/or installation of approximately 12 manholes.

Consultant shall complete the following tasks as related to the revised IIGC scope of services:

**Task 11 Water and Sewer Design of the IIGC Grant Improvements**

- 30 and 90 percent submittal as part of the First Amendment to the Agreement dated November 27, 2023, will be removed from the scope of services.
- Revised scope of work includes progressing directly to 60 percent design followed by a 100 percent final submittal and bidding.

**Task 11.1 Water and Sewer Construction Document Development**

- Validate revised IIGC Water and Sewer improvements

**Task 11.2 Water and Sewer Construction Document Development (60 percent)**

- 30 percent submittal comment matrix included as part of the First Amendment to the Agreement dated November 27, 2023, will be removed from the scope of services.
- Present 60 percent design plans for an expedited design review as included in the First Amendment to the Agreement dated November 27, 2023.
- Attend a single day plan review workshop and answer any questions regarding design by City staff.

**Task 11.3 Water and Sewer Construction Document Development (90 percent)**

- Task 11.3 included as part of the First Amendment to the Agreement dated November 27, 2023, will be removed from the scope of services.

**Task 11.4 Water and Sewer Construction Document Development (100 percent)**

- 90 percent submittal comment matrix included as part of the First Amendment to the Agreement dated November 27, 2023, will be removed from the scope of services.
- Incorporate 60 percent design comments into the 100 percent design plans.

- Attend a single day plan review workshop and answer any questions regarding design by City staff.

**Task 11.5 Bidding Support**

- Task 11.5 included as part of the First Amendment to the Agreement dated November 27, 2023, will remain as part of the scope of services with the subconsultant to Carollo providing support, as necessary.

**Task 11.6 Geotechnical**

- Task 11.6 included as part of the First Amendment to the Agreement dated November 27, 2023, shall remain as part of the scope of services with the subconsultant to Carollo contracting their own geotechnical investigation firm to perform the work.

**Task 11.7 Survey and Utility Investigation**

- Expand survey scope of services to accommodate the revised IIGC Water and Sewer improvements.
- Utilize existing survey from the original IIGC scope and use City provided survey as allowable.

**Task 11.8 Engineering Services During Construction**

- Participate in up to 18 weekly construction progress meetings.
- Perform 3 on-site field visits.
- Assist the City of Fresno Construction management with review of submittals.
- Prepare responses to requests for information (RFIs).
- Assist with construction change orders (CCOs).

**Task 11.9 Project Management, Administration and Controls**

- Attend bi-weekly design progress meetings to be held virtually for a total of 18 hours (two 30-minute meetings held monthly).
- Perform 18 months of project management through the duration of construction.

**Task 11.10 Additional Meetings**

- Participate in additional meetings with reviewing agencies and City of Fresno staff not included in scope previously listed.

**Task 12 CEQA Support for Water and Sewer Improvements**

- Perform all necessary permitting work through the CEQA process associated with the Revised Water and Sewer Improvements.
- Prepare an Initial Study – Mitigated Negative Declaration (IS-MND).

**Fourth Amendment Compensation**

Task 11 Water and Sewer Design of the IIGC Improvements	\$603,947.00
Task 12 CEQA Support for Water and Sewer Improvements	\$ 33,281.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$637,228.00</b>

**Third Amendment Compensation**

Task 11.8 Engineering Services During Construction	\$427,370.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$427,370.00</b>

**Second Amendment**

Revised Fee Schedule (No compensation)	\$0.00
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**First Amendment Compensation**

Tasks 10 and 11 Water and Sewer Design Services for Go-Biz	\$1,859,478.00
Task 12 CEQA Support	\$ 140,928.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$2,000,406.00</b>

**Original Contract Amount**

Phase 1: Preliminary Field Investigation & Hydraulic Analysis	\$293,828.00
Phase 2: Field Investigations, Capital Cost Estimates & Downtown Area Water & Wastewater Infrastructure Improvement Study	\$443,045.00
<b>TOTAL PROFESSIONAL SERVICES FEE</b>	<b>\$736,873.00</b>

**Total Amended Contract Amount**

**\$3,801,877.00**  
With a remaining contingency  
amount not to exceed \$374,000.00

**SCHEDULE**

Project Completion

December 31, 2027

**CAROLLO ENGINEERS, INC.**  
**FEE SCHEDULE**

**As of January 1, 2025**

<u>Billing Classification</u>	<u>Hourly Rate</u>
<b>Engineers/Scientists</b>	
Senior Project Manager	\$ 364.00
Project Manager	\$ 353.00
Principal Professional	\$ 345.00
Senior Service Delivery Lead	\$ 364.00
Service Delivery Lead	\$ 359.00
Supervising Professional	\$ 305.00
Design Manager II	\$ 349.00
Design Manager I	\$ 275.00
Senior Professional	\$ 268.00
Lead Professional	\$ 250.00
Professional	\$ 220.00
Staff Professional	\$ 217.00
Engineering Intern	\$ 138.00
Supervising Analyst	\$ 284.00
Senior Analyst	\$ 251.00
Lead Analyst	\$ 223.00
Staff Analyst	\$ 217.00
<b>Technicians</b>	
Supervising BIM Designer	\$ 308.00
Senior BIM Designer	\$ 256.00
Lead BIM Designer	\$ 242.00
BIM Designer 3	\$ 224.00
BIM Designer 2	\$ 212.00
BIM Designer 1	\$ 189.00
Supervising Designer	\$ 245.00
Lead Designer	\$ 234.00
Senior Designer	\$ 210.00
Designer	\$ 179.00
Staff Designer	\$ 181.00
Senior Drafter	\$ 170.00
CAD Drafter	\$ 156.00
<b>Support Staff</b>	
Senior Project Services Administrator	\$ 245.00
Project Services Administrator	\$ 202.00

**CAROLLO ENGINEERS, INC.**

**FEE SCHEDULE  
As of January 1, 2025**

<u>Billing Classification</u>	<u>Hourly Rate</u>
Lead Document Processor	\$ 198.00
Document Processor II	\$ 171.00
Document Processor I	\$ 157.00
Administrative Assistant	\$ 141.00

  

<b>Project Equipment Communication Expense (PECE) Per DL Hour</b>	<b>\$ 16.00</b>
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<b>Other Direct Expenses</b>	
Travel and Subsistence	Cost + 10%
Mileage	\$ 0.70 per mile
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Hourly Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.