

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Third Amendment) made and entered into as of this 31st day of January, 2023, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and Carollo Engineers, Incorporated, a Delaware Corporation (Consultant).

RECITALS

WHEREAS, the City and Consultant entered into an agreement, dated January 17, 2019 (Agreement) to provide professional engineering services for the design of the Waste Gas Flare Improvements at the Fresno-Clovis Regional Wastewater Reclamation Facility for a total fee of \$906,350; and

WHEREAS, a First Amendment to the Agreement was executed on March 10, 2021, extending the term of the Agreement to March 31, 2022, and increasing the Consultant's compensation by an additional \$24,681 for a total fee of \$931,031, in order to complete the expanded Scope of Work; and

WHEREAS, a Second Amendment to the Agreement was executed on December 14, 2021 extending the term of the agreement to January 31, 2023; and

WHEREAS, the City and the Consultant desire to extend the term of the Agreement to December 31, 2023, to retain the Consultant's services through project completion; and

WHEREAS, with entry into this Amendment, the Consultant agrees that the Consultant has no claim, demands, or disputes against the City.

AGREEMENT

NOW, THEREFORE, the City and the Consultant agree that the aforesaid Agreement be amended as follows:

1. The recitals set forth above are incorporated herein by reference and made a part of this Third Amendment.

2. Section 2 of the Agreement is amended in its entirety to read as follows:

"2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 31, 2023, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 1810 consecutive calendar days from such authorization to proceed."


- 3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on January 17, 2019, remains in full force and effect.

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

CITY OF FRESNO,
a California municipal corporation

CAROLLO ENGINEERS, INC.,
a Delaware corporation

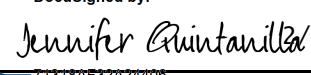
By: _____
Brock D. Buche, PE, PLS
Director
Department of Public Utilities


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 2/1/2023
By: _____
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Name: Paul Amico

Title: Vice President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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 1/2023
By: _____
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Jennifer M. Quintanilla Date
Senior Deputy City Attorney

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 2/1/2023
By: _____
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Name: Michael Barnes

Title: Secretary
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Clerk Attesting Date