

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of March, 2023, amends the Agreement theretofore entered 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 July 1, 2019, (Agreement) to provide professional consulting engineering services for the North Avenue Sewer Trunk Main Realignment (Project) for a total fee not to exceed \$210,920, including a contingency amount of \$20,000; and

WHEREAS, the First Amendment to the Agreement was executed on October 26, 2020, to make use of the \$20,000 contingency amount in its entirety and additionally increase the compensation in the amount of \$3,570 for a total fee not to exceed \$214,490, for additional design services, and greater than anticipated Burlington North Santa Fe Railway permitting efforts, and extended the term of the Agreement to December 17, 2021; and

WHEREAS, the Second Amendment to the Agreement was executed on December 14, 2021, and extended the term of the Agreement to March 31, 2023; and

WHEREAS, the City and the Consultant have agreed to a compensation increase in the amount of \$180,500, including a contingency amount of \$22,000 for greater than anticipated realignment project construction support services consisting of submittal reviews of revised structures, coordination related to utility conflicts including the extensive design alternatives exploration, necessary construction support services through the end of realignment project and the design and construction support services on the emergency repair to the deteriorated segment of North Avenue sewer trunk main; and

WHEREAS, the City and the Consultant have agreed to amend the meaning of compensation language on the original agreement from Total Fee basis to Time and Materials basis; and

WHEREAS, the City and the Consultant desire to extend the Agreement to March 31, 2025 to complete the Project; and

WHEREAS, with entry into this Amendment, the CONSULTANT agrees it has no claim, demand, or dispute against the CITY.

AGREEMENT

NOW, THEREFORE, the CITY and the CONSULTANT agree that the aforesaid Agreement be amended as follows:

1. 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 March 31, 2025, 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 2,100 consecutive calendar days from such authorization to proceed.”
2. Section 3(a) of the Agreement is amended in its entirety to read as follows:

“(a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed Three Hundred Seventy Two Thousand Nine Hundred Ninety Dollars (\$372,990), paid on a time and materials basis in accordance with the schedule of fees dated January 1, 2023 (incorporated herein), and a contingency amount not to exceed Twenty Two Thousand Dollars (\$22,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.”
3. Except as otherwise provided herein, the Agreement and Amendments entered into by the CITY and the CONSULTANT, remain in full force and effect.

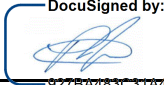
[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

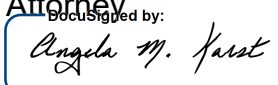
Carollo Engineers, Inc.,
a Delaware corporation

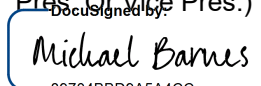
By: _____
Brock D. Buche, PE, PLS,
Director
Department of Public Utilities

DocuSigned by:
By:  3/20/2023
927BA483C31A407...
Name: Paul Amico

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

DocuSigned by:
By:  3/20/2023
0A8F88F880DD447...
Angela M. Karst Date
Deputy City Attorney

DocuSigned by:
By:  3/20/2023
00704BDD9A5A40C...
Name: Michael Barnes

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Clerk Attesting Date

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of January 1, 2023
California**

| | <u>Hourly Rate</u> |
|---|---------------------------|
| Engineers/Scientists | |
| Assistant Professional | \$214.00 |
| Professional | 263.00 |
| Project Professional | 311.00 |
| Lead Project Professional | 330.00 |
| Senior Professional | 349.00 |
| Technicians | |
| Technicians | 161.00 |
| Senior Technicians | 224.00 |
| Support Staff | |
| Document Processing / Clerical | 143.00 |
| Project Equipment Communication Expense (PECE) Per DL Hour | 14.00 |
| Other Direct Expenses | |
| Travel and Subsistence | at cost |
| Mileage at IRS Reimbursement Rate Effective January 1, 2023 | \$.655 per mile |
| Subconsultant | cost + 10% |
| Other Direct Cost | cost + 10% |
| Expert Witness | Rate x 2.0 |

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