

FIRST AMENDMENT TO CONSULTANT AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of _____ 2024, amends the Consultant Agreement (Agreement) between the CITY OF FRESNO, a California municipal corporation (City), and Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, a California corporation (Consultant), entered into on June 10, 2022, to provide professional engineering services for wellhead treatment improvements at Pump Station 102A (Project).

RECITALS

WHEREAS, pursuant to the Agreement, the City provided compensation to the Consultant for professional engineering services for a total fee not to exceed \$215,986, and a contingency amount not to exceed \$20,000 for any additional work for an initial term effective June 10, 2022, through December 31, 2024; and

WHEREAS, the Consultant has prepared the plans to 60 percent completion, however, construction will be delayed to allow for procurement of the treatment vessels which will be installed as part of the plans; and

WHEREAS, as a result of the construction delay, the City and the Consultant now desire to extend the Agreement to December 31, 2026, in order to complete Project without changing the overall compensation of the Agreement; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated herein and made a part of this Amendment.

2. The term of the Agreement is extended up to and including December 31, 2026.

3. 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.

4. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on June 10, 2022, remains in full force and effect.

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

CITY OF FRESNO,
a municipal corporation

By: _____
Francisco V. Magos II, PE
Assistant Director
Capital Projects Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Tricia Herrera 11/20/2024
Tricia Herrera
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy
Date

Addresses:

CITY:
City of Fresno
Attention: Anita Luera
Project Manager
747 R Street, 2nd Floor
Fresno, CA 93721
Phone: (559) 621-8834
E-mail: anita.luera@fresno.gov

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group,
a California corporation

By: Keith Mortensen

Name: Keith Mortensen

Title: Director of Operations
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

By: Matthew W Kemp

Name: MATTHEW KEMP

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

REVIEWED:

By: Sarah Lambeth
Sarah Lambeth
Senior Management Analyst
Capital Projects Department

CONSULTANT:
Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group
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