

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2020, amends the Agreement theretofore entered between the CITY OF FRESNO, a California municipal corporation (CITY), and BLAIR, CHURCH, & FLYNN CONSULTING ENGINEERS, a California corporation, (CONSULTANT). CITY & CONSULTANT are collectively referred to as Parties.

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an agreement on June 12, 2015, (Agreement) to provide professional design services for the City's Phase 2 Regional Transmission Mains (Project) for a total fee of \$2,836,195; and

WHEREAS, the Agreement was amended on September 1, 2016, to modify the Scope of Services described in Exhibit A-1 of Amendment and increase the Consultant's compensation by \$999,996, resulting in an adjusted total Consultant fee of \$3,836,191 (First Amendment); and

WHEREAS, the Agreement was amended on November 1, 2016, to extend the Agreement to June 30, 2018 to complete Project (Second Amendment); and

WHEREAS, the Agreement was amended on March 14, 2019, to extend the Agreement to August 31, 2019 to complete Project (Third Amendment); and

WHEREAS, the parties desire to modify the Agreement to revise the project schedule and extend the completion date; and

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

AGREEMENT

NOW, THEREFORE, the parties 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 May 31, 2020, 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 1816 consecutive calendar days from such authorization to proceed.”

2. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated June 12, 2015, as amended on September 1, 2016, November 1, 2016, and March 14, 2019 remain 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 municipal corporation

Blair, Church and Flynn Consulting
Engineers,
A California corporation

By: _____
Michael Carbajal, Director
Department of Public Utilities

By: Jeff Brians
Name: Jeffrey D. Brians

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: [Signature] 4/10/2020
Kristi Costa Date
Deputy City Attorney

By: [Signature]
Name: ADAM K. HOLT

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

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

By: _____
Deputy Date