

## **FOURTH AMENDMENT TO AGREEMENT**

THIS FOURTH AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and Sharp Inspection Group, Inc., a California corporation ("CONSULTANT").

### **RECITALS**

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated July 26, 2012 and as amended on December 20, 2012, October 29, 2013 and August 28, 2014 for professional Construction Management services on the City of Fresno Commercial Meter Retrofit program ("Agreement"); and

WHEREAS, CITY now desires to modify the scope of work by requiring additional services.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, the parties agree that the Agreement be amended as follows:

1. CONSULTANT shall provide the construction management services as described in the Agreement dated July 26, 2012 hereto and incorporated herein by reference. Such services shall be completed after September 1, 2014 when the initial contract ends to April 27, 2015 following execution of this Amendment by both parties. The work under this amendment shall be completed by April 27, 2015.

2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total fee of \$50,000.00.

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 CITY and CONSULTANT, dated July 26, 2012 and as amended on December 20, 2012, October 29, 2013, and August 28, 2014 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

Sharp Inspection Group, Inc.,  
a California corporation

By \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(if corporation or LLC, Board  
Chair, Pres., or Vice Pres.)

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

(if corporation or LLC, CFO,  
Treasurer, Secretary, or Assistant  
Secretary)

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

APPROVED AS TO FORM:  
DOUGLAS SLOAN  
City Attorney

REVIEWED BY:

By: \_\_\_\_\_  
Brandon M. Collet Date

\_\_\_\_\_  
Robert N. Andersen  
Assistant Director of the  
Department of Public Utilities

Attachment:

Exhibit "A" –Task and Responsibility Summary (Scope of Services)