

## **FIFTH AMENDMENT TO AGREEMENT**

THIS FIFTH AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_ day of May 2016, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, ("CITY"), and CH2M HILL Engineers, Inc., a Delaware corporation("CONSULTANT"). CITY and CONSULTANT are collectively referred to as Parties.

### **RECITALS**

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated October 31, 2013, for professional program management services for Metropolitan Water Resources Management Plan including CIP and Operational System Improvements("Agreement"); and

WHEREAS, the Agreement was amended on August 5, 2014 to extend the Agreement through July 31, 2014 ("1st Amendment"); and

WHEREAS, the Agreement was amended on August 5, 2014 to fund CONSULTANT services to be performed during Fiscal Year 2015 (July 01, 2014 through June 30, 2015) for continued professional program management services for the Metropolitan Water Resources Management Plan including CIP and Operational System Improvements ("2nd Amendment"); and

WHEREAS, the Agreement was amended on June 19, 2015 to fund CONSULTANT services to be performed during Fiscal Year 2016 (July 01, 2015 through June 30, 2016) for continued professional program management services for the Metropolitan Water Resources Management Plan including CIP and Operational System Improvements ("3rd Amendment"); and

WHEREAS, the Agreement was amended on September 25, 2015 to increase compensation in order to fund CONSULTANT services to be performed during Fiscal Year 2016 (October 01, 2015 through June 30, 2016) for continued professional program management services for the Metropolitan Water Resources Management Plan including CIP and Operational System Improvements ("4<sup>th</sup> Amendment"); and

WHEREAS, Agreement states that compensation for services required or rendered during subsequent fiscal years will be determined annually based upon the level of effort required for services during each subsequent fiscal years, subject to approval by the Director of Public Utilities; and

WHEREAS, Agreement states that the Agreement shall continue in full force and effect for three years from the date of the Notice to Proceed ("Initial Term") and the Agreement may be extended, at the sole option of the City, for two (2) one-year periods, subject to the approval of the Director of Public Utilities; and

WHEREAS, CITY and CONSULTANT desire to extend the Agreement term by one year, through October 31, 2017, in order to allow additional CONSULTANT services to be performed during Fiscal Year 2017 (July 01, 2016 through June 30, 2017) for continued professional program management services for Metropolitan Water Resources Management Plan including CIP and Operational System Improvements; and

WHEREAS, CITY and CONSULTANT desire to increase compensation in order to fund additional CONSULTANT services to be performed during Fiscal Year 2017 (July 01, 2016 through June 30, 2017) for continued professional program management services for Metropolitan Water Resources Management Plan including CIP and Operational System Improvements.

**AGREEMENT**

In consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the Parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT's sole compensation for satisfactory performance of all services required or rendered during Fiscal Year 2017 (July 01, 2016 through June 30, 2017) pursuant to the Agreement shall be a total fee not to exceed \$11,950,000 paid on a time and material basis with mark-up in accordance with the schedule of fees contained in the Agreement.2. 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.

3. Except as otherwise provided herein, the Agreement, 1<sup>st</sup> Amendment, 2<sup>nd</sup> Amendment, 3<sup>rd</sup> Amendment, and 4<sup>th</sup> Amendment entered into by CITY and CONSULTANT, remain in full force and effect.

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

CITY OF FRESNO,  
a California municipal corporation

\_\_\_\_\_  
Thomas C. Esqueda  
Director  
Department of Public Utilities

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

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

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: Brandon M. Collet 5/9/16  
Date  
Deputy City Attorney

Addresses:  
CITY:  
City of Fresno  
Attention: Michael Carbajal  
Chief Engineering Technician  
2101 G Street, Bldg A  
Fresno, CA 93706-1620  
Telephone No. (559) 621-1622  
FAX. (559) 457-1329

CH2M HILL Engineers, Inc.,  
a Delaware corporation

By: Thomas J. Price

Name Thomas J. Price

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

By: Steven Mathews

Name: Steven Mathews

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

CONSULTANT:  
CH2M HILL  
Attention: Gino Rapagna, PE  
Senior Program Manager  
2101 G Street, Bldg A  
Fresno, CA 93706-1620  
Telephone No. (559) 621-1614