

## **SEVENTH AMENDMENT TO AGREEMENT**

THIS SEVENTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_\_ day of June 2018, 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 Capital Improvement Projects (CIP) and Operational System Improvements (Agreement); and

WHEREAS, the Agreement was amended on August 5, 2014, to extend the Agreement through July 31, 2014 (First 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 (Second 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 (Third Amendment); and

WHEREAS, the Agreement was amended on September 25, 2015 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 (Fourth Amendment); and

WHEREAS, the Agreement term was extended by one year, through October 31, 2017, to allow 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 (Fifth Amendment); and

WHEREAS, the Agreement was amended on May 20, 2016 to fund CONSULTANT services to be performed during Fiscal Year 2017 (July 01, 2016 through June 30, 2017) for continued professional program management services for the Metropolitan Water Resources Management Plan including CIP and Operational System Improvements (Fifth Amendment); and

WHEREAS, the Agreement term was extended by one year, through October 31, 2018, to allow CONSULTANT services to be performed during Fiscal Year 2018 (July 01, 2017 through June 30, 2018) for continued professional program management services

for Metropolitan Water Resources Management Plan including CIP and Operational System Improvements (Sixth Amendment); and

WHEREAS, the Agreement was amended on May 15, 2017 to fund CONSULTANT services to be performed during Fiscal Year 2018 (July 01, 2017 through June 30, 2018) for continued professional program management services for the Metropolitan Water Resources Management Plan including CIP and Operational System Improvements (Sixth 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 year, 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, 2019, in order to allow additional CONSULTANT services to be performed during Fiscal Year 2019 (July 01, 2018 through June 30, 2019) 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 2019 (July 01, 2018 through June 30, 2019) 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 2019 (July 01, 2018 through June 30, 2019) pursuant to the Agreement shall be a total fee not to exceed \$7,450,000 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, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment entered into by CITY and CONSULTANT, 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 California municipal corporation

\_\_\_\_\_  
Michael Carbajal  
Interim Assistant 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 6/1/18  
Date  
Deputy City Attorney

Addresses:  
CITY:  
City of Fresno  
Attention: Michael Carbajal  
Interim Assistant Director  
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: SENIOR VICE PRESIDENT  
(If corporation or LLC, Board Chair,  
Pres. or Vice Pres.)

By: Justin Johnson  
Name: Justin Johnson

Title: Secretary  
(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