

SIXTH AMENDMENT TO AGREEMENT

THIS SIXTH AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 1st day of January 2022, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, (CITY), and Provost and Pritchard Engineering Group, Incorporated, a California corporation, (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated June 7, 2016, for professional engineering services for the design of plans and general construction contract documents for Pump Stations 117 and 284 Well Head Treatment Improvements (Project) for a total fee of \$262,473; and

WHEREAS, CITY and CONSULTANT entered into the First Amendment to Agreement on July 21, 2017, to an increase of \$65,946 in CONSULTANT'S compensation to add to the current Part 2-Design Development Phase, Part 3-Construction Document Phase, Part 4-Bidding Phase, Part 5-Construction Phase and Supplemental Services scope of services; and

WHEREAS, CITY and CONSULTANT entered into the Second Amendment to Agreement on December 8, 2017, to extend the Agreement to October 31, 2018, to complete the Project; and

WHEREAS, CITY and CONSULTANT entered into the Third Amendment to Agreement on January 17, 2019, for an increase of \$28,500 in CONSULTANT'S compensation to add a Perchloroethylene (PCE) Groundwater Plume Study which is one of the conditions imposed by the State prior to processing a grant funding for the project; and

WHEREAS, CITY and CONSULTANT entered onto the Fourth Amendment on June 13, 2019, to: extend the Agreement to December 31, 2020, to complete the project; add Part 2-Design Development Phase, Part 3-Construction Document Phase, Part 4-Bidding Phase, Part 5-Construction Phase and Part 7-Grant Phase Services to the Agreement; increase CONSULTANT'S compensation by \$156,000 to add a third air stripper unit to the groundwater remediation design at PS 117; add electrical design at PS 284 for increased motor sizing; add Grant Administration Assistance including Monitoring and Reporting Plan, Project Assessment and Evaluation Plan, and an Operations and Maintenance Plan in order to satisfy conditions imposed by the State as a part of the grant funding for the project; and

WHEREAS, CITY and CONSULTANT entered into the Fifth Amendment on February 12, 2021, to extend the Agreement to December 31, 2021, to retain Consultant's services through project completion; and

WHEREAS, CITY and CONSULTANT desire to extend the Agreement to January 1, 2023, to retain CONSULTANT'S services through construction and the completion of final project requirements; and

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

AGREEMENT

NOW, THEREFORE, the City and the Consultant 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 January 1, 2023, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** of the agreement 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 2,399 consecutive calendar days from such authorization to proceed."

2. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT on June 7, 2016, the First Amendment executed on July 21, 2017, the Second Amendment executed on December 8, 2018, the Third executed on January 17, 2019, the Fourth Amendment executed on June 13, 2019, and the Fifth Amendment executed on February 12, 2021, remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
A California Municipal Corporation

Provost and Pritchard Engineering
Group, Inc., a California corporation

By: _____
Director
Department of Public Utilities

By: Keith Mortensen 12/20/2021
DocuSigned by: 5784CC98CDB84E4...

Name: Keith Mortensen

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: Michael Taylor 12/20/2021
DocuSigned by: 7BF6013FF689482...

Name: Michael Taylor

By: _____
Clerk Attesting Date
Deputy

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Brandon Collet 12/21/2021
DocuSigned by: 1CF05444CA64DB
Brandon M. Collet Date
Deputy City Attorney