

**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the _____ day of _____ 2020, between the CITY OF FRESNO, a California municipal corporation (City), and Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, a California corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on January 27, 2020, (Agreement) to provide professional engineering services for Big Dry Creek Diversion Channel Slope Repairs (Project) for a total fee not to exceed Seventeen Thousand and Six Hundred Dollars (\$17,600) and a contingency amount not to exceed Two Thousand and Four Hundred Dollars (\$2,4000); and

WHEREAS, the City and the Consultant entered into Amendment 1 to extend the Agreement to September 15, 2020, to retain the Consultant's services through project completion; and

WHEREAS, the City and the Consultant desire to extend the Agreement to October 31, 2021, to retain the Consultant's services through project completion; 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 October 31, 2021, 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 643 consecutive calendar days from such authorization to proceed."

2. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on January 27, 2020, and amended on July 20, 2020, remain in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A municipal corporation

Provost & Pritchard Consulting Group,
a California corporation

By: _____
Michael Carbajal, Director
Department of Public Utilities

By: Matthew W Kemp

Name: Matthew W. Kemp

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: Brandon M. Collet 2/10/2020
Senior Deputy City Attorney

By: Michael Taylor

Name: MICHAEL TAYLOR

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

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

By: _____
Deputy Date

Addresses:
City of Fresno
Attention: Jesus A. Gonzalez, PE,
Supervising Professional Engineer
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1611
FAX: (559) 498-4126

Provost & Pritchard Consulting Group
Attention: Matt Kemp, PE,
Vice President
286 West Cromwell Avenue
Fresno, CA 93711
Phone: (559) 449-2700
FAX: (559) 449-2715