

AMENDMENT TO CONTRACT AGREEMENT

THIS AMENDMENT TO CONTRACT AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2020, amends the Contract Agreement entered into between the CITY OF FRESNO, a municipal corporation (City), and METRON-FARNIER LLC, a water meter manufacturer (Contractor). The City and the Contractor are collectively referred as the "Parties" in this Amendment.

RECITALS

WHEREAS, City and Contractor entered into a Contract Agreement dated July 10, 2017, for a large water meter contract. Supplying large water meters and parts to replace older inaccurate meters of the City's water system, and

WHEREAS, City desires to amend the original annual contract amount from \$143,930.68 to \$307,000 for large water meters and parts. Water division meter testing crews have doubled the last two years therefore doubling the amount of meters tested annually. Thus identifying more inaccurate meters needing replacement and repair; and

WHEREAS, the City and the Contractor desire to extend the Contract to July 22, 2021, so the City's water division can continue large meter replacement and repair; and

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

AMENDMENT

NOW, THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Contractor shall provide additional meters and parts as described.
2. Contractor's sole compensation for satisfactory performance of all meter and part deliveries required for this Amendment shall be a total fee not to exceed \$307,000.
3. The term of the Agreement shall be extended to July 22, 2021.
4. This Amendment shall become part of and subject to the terms and conditions of the Contract Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Contract Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Contract Agreement.

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by this Amendment.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,

METRON-FARNIER LLC,


By: _____
Michael Carbajal, Director
Department of Public Utilities

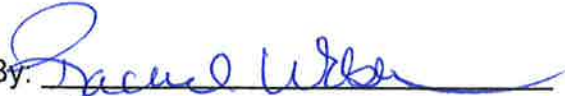
By:  _____

Name: Matthew E. Laird

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  _____ 8/7/2020
Kristi M. Costa Date
Senior Deputy City Attorney

By:  _____

Name: Rachel Welsh

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

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Ron Simons, Water System
Supervisor
1910 E. University Ave
Fresno, CA 93703
Phone: (559) 621-5333
FAX: (559) 457-1060

VENDOR:
Metron-Farnier LLC ,
Attention: Jason Glover
Regional Manager
5661 Airport Blvd.
Boulder, CO 80301
Phone: (720) 641-5258
FAX: (303) 449-1464

Attachments:
Original Agreement between Metron-Farnier LLC, and City of Fresno
Amendment
Attachment A