

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 5th day of August, 2014, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation, hereinafter referred to as "CITY", and CH2M HILL Engineers, Inc., a Delaware corporation, hereinafter referred to as "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, hereinafter referred to as "Agreement"; and

WHEREAS, the Agreement was amended on August 5, 2014 to extend the Agreement through July 31, 2014 ("1st 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, CITY and CONSULTANT desire to increase compensation in order 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 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 2015 (July 01, 2014 through June 30, 2015) pursuant to the Agreement shall be a total fee not to exceed \$6,900,000 paid on a time and material basis with markup 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 entered into by CITY and CONSULTANT, dated October 31, 2013 and the 1st Amendment, dated August 5, 2014, remains 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:
DOUG SLOAN
City Attorney

By: Brandon M. Collet 8/13/14
Brandon M. Collet Date
Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Michael Carbajal
Chief Engineering Technician
1910 E. University Ave.
Fresno, CA. 93703
Telephone No. (559) 621-5319
FAX. (559) 457-1329

CH2M HILL Engineers, Inc.,
a Delaware corporation

By: Steven Mathews
Name Steven Mathews
Title VP / Treasurer
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: Rod Branner
Name: Rod Branner
Title: Vice President
(if corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

CONSULTANT:
CH2M HILL
Attention: Gino Rapagna, PE
Senior Program Manager
6 Hutton Centre Drive, Suite 700
Santa Ana, CA 92707
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