

**FIFTH AMENDMENT TO
AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS FIFTH AMENDMENT TO AGREEMENT (5th Amendment) made and entered into effect the ____ day of _____ 2020 (Effective Date) amends the FOURTH AMENDMENT TO AGREEMENT (4TH AMENDMENT) heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and PROVOST & PRITCHARD CONSULTING GROUP, a California Corporation (Consultant).

RECITALS

WHEREAS, City and Consultant entered into an agreement, on January 31, 2017 (Agreement) to provide professional civil engineering consulting services for Engineering Design and Feasibility Analysis for Removal of Trichloropropane (TCP) from Groundwater Extraction Wells for a total fee of \$244,000; and

WHEREAS, the parties have previously negotiated an increase of \$99,000 in Consultant's Compensation for additional services to provide engineering design for removal of TCP from groundwater at Water Well PS70 (First Amendment to Agreement, dated December 8, 2017); and

WHEREAS, the parties have previously extended the timeline of the Agreement to September 1, 2018 (First Amendment to Agreement, dated February 8, 2018); and

WHEREAS, the parties previously negotiated an increase of \$677,000 in Consultant's compensation for additional services to provide engineering design for removal of TCP from groundwater at five Well Sites (Third Amendment to Agreement, dated October 4, 2018); and

WHEREAS, the parties previously negotiated a change in the scope of work to include a remedial investigation of the nature and extent of the 1, 2, 3-Trichloropropane distribution in groundwater that is impacting subject wells. This work included identifying potential critical study areas impacted with 1,2,3-Trichloropropane, defining the geological and hydrological critical areas impacted in the study areas, defining the nature and extent of the non-Trichloropropane contaminants that might affect potential treatment designs, developing site conceptual models for each study area and evaluation of the mitigation by pumping strategies for the effected wells. In order to stay within the confines of the original funding guidelines staff negotiated an increase to the scope of work to include all items listed above and a reduction of two wells from the remedial design activities. The net addition/subtraction to the scope of work resulted in no net change in cost to the contract (Fourth Amendment to Agreement, dated June 17, 2019); and

WHEREAS, City and Consultant desire to extend the timeline of the Agreement to March 31, 2021 to complete the project; and

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

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended (includes Agreement, First, First, Third and Fourth Amendment to Agreements) be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. The Agreement shall be extended to March 31, 2021.
3. Except as otherwise provided herein, the Agreement entered into by City and Consultant on January 31, 2017, respectively, remain in full force and effect.

IN WITNESS WHEREOF, the parties 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 of Public Utilities

By: KE M _____

Name: KEITH MORTENSEN

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: Kristi M. Costa 1/9/20
Deputy City Attorney Date

By: Michael Taylor _____

Name: MICHAEL TAYLOR

ATTEST:
YVONNE SPENCE, CMC
City Clerk

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

By: _____
Date

Addresses:
CITY:
City of Fresno
Department of Public Utilities
Utilities, Planning & Engineering
Attention: Matthew L. Bullis
Professional Engineer
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1632
FAX: (559) 498-4126

CONSULTANT:
Provost & Pritchard Consulting Group Inc.
Attention: Keith Mortensen, PE
Vice President
286 W. Cromwell Avenue
Fresno, CA 93711
Phone: (559) 449-2700
FAX (559) 449-2715