

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

THIS SIXTH AMENDMENT TO AGREEMENT (Sixth Amendment) made and entered into as of this ____ day of _____ 2021 (Effective Date) amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (CITY), and PROVOST & PRITCHARD CONSULTING GROUP, a California Corporation (CONSULTANT).

RECITALS

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

WHEREAS, the CITY and the CONSULTANT previously negotiated an increase of \$677,000 in the 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 CITY and the CONSULTANT 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 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, the CITY and the CONSULTANT have previously extended the timeline of the Agreement to March 31, 2021 (Fifth Amendment to Agreement, dated January 31, 2020); and

WHEREAS, the CITY and the CONSULTANT desire to extend the timeline of the Agreement to January 15, 2022 to complete the project; 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 15, 2022, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** 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 1811 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 31, 2017, and the First Amendment executed on December 8, 2017, the First Amendment executed on February 8, 2018, the Third Amendment executed on October 4, 2018, the Fourth Amendment executed on June 17, 2019, and the Fifth Amendment executed on January 31, 2020, remain in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A municipal corporation

By: _____
Michael Carbajal
Director of Public Utilities

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
DocuSigned by:
Brandon Collet 2/12/2021
Brandon M. Collet Date
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, CMC MMC
City Clerk

By: _____
Yvonne Spence Date
Deputy

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

PROVOST & PRITCHARD CONSULTING
GROUP,
A California corporation

By: _____
DocuSigned by:
Keith Mortensen 2/12/2021
5764CC96CDB04E4...

Name: _____
Keith Mortensen

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

By: _____
DocuSigned by:
Michael Taylor 2/12/2021
78F0013FF069482...

Name: _____
Michael Taylor

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

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