

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the _____ day of _____, 2022, (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and SEAM Group, LLC., a Delaware corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on March 10, 2022, (Agreement) to provide consulting services for OSHA Compliant Lockout-Tagout Program (Project) for a total fee not to exceed \$217,200 and a contingency amount not to exceed \$20,000; for a total contract price of \$237,200; and

WHEREAS, following field verification of assets and energy isolation points at the Fresno-Clovis Regional Wastewater Reclamation Facility, the number of Customized Lockout-Tagout Entry Control Procedures (ECP) as required by OSHA regulations has increased; and

WHEREAS, due to the need for the additional ECPs, the Parties desire to increase the compensation by \$150,000, resulting in a total Consultant fee not to exceed \$387,200; and

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

AGREEMENT

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

1. Compensation: Section 3(a) of the Agreement shall be replaced, in its entirety, by the following:

“(a) Consultant’s sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed Three Hundred Sixty Seven Thousand Two Hundred Dollars (\$367,200), paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A, and a contingency amount not to exceed Twenty Thousand Dollars (\$20,000) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.”

2. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on March 11, 2022, remains in full force and effect.

[Signatures appear on the next page.]

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

SEAM Group, LLC.,
A Delaware Corporation

By: _____
Brock D. Buche, PE, PLS
Director of Public Utilities

DocuSigned by:

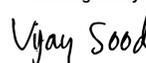
8/1/2022
By: _____
Name: Simon Boyce

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

Title: VP of Sales
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)

DocuSigned by:

8/1/2022
By: _____
Angela M. Karst
Deputy City Attorney

DocuSigned by:

8/1/2022
By: _____
Name: vijay sood

ATTEST:
TODD STERMER, CMC
CITY Clerk

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

By: _____
Clerk Attesting Date

Addresses:
CITY:
City of Fresno
Attention: Patricia Diep
Supervising Engineering Technician
1626 E Street
Fresno, CA 93706
Phone: (559) 621-1609
FAX: (559) 498-4126

CONSULTANT:
SEAM Group, LLC.
Attention: Jay Smith
Director
21111 Chagrin Blvd., Suite 100
Beachwood, OH 44122
Phone: (812) 699-2461
FAX: