

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of January, 2020, amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (CITY), and Stantec Consulting Services, Inc., a New York corporation (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement, dated March 28, 2014, for professional engineering services for the Design of a New Odor Control System for the Headworks (Agreement); and

WHEREAS, due to the need for additional services, the parties desire to increase the total compensation by an additional \$31,718 to complete the expanded Scope of Work; and

WHEREAS, with entry into this Amendment, CONSULTANT agrees that CONSULTANT has no claim, demands or disputes against CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, the parties agree that the aforesaid Agreement be amended as follows:

1. Section 3(a) of the Agreement is amended in its entirety to read as follows:

“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 \$781,704, 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 \$80,362 for any additional work rendered pursuant to Subsection (d) below and authorized in writing by the Director.”

2. CONSULTANT shall provide additional services as described in **Exhibit D**, attached hereto and incorporated herein by reference.

3. 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 or restate any terms or conditions, or modify the allocation of risk between the

parties, provided for within the body of this Amendment or the body of the Agreement, shall be null and void.

4. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, dated March 28, 2014, remains in full force and effect.

[Signatures follow 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 California municipal corporation

Stantec Consulting Services, Inc.,
a New York corporation

By: _____
Michael Carbajal, Director
Department of Public Utilities

By: Stu / Bev.
Name: Steven L. Beck

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Senior Principal
(If corporation or LLC., Board Chair,
Pres. Or Vice Pres.)

By: [Signature] 1/15/2010
Brandon Collet Date
Senior Deputy City Attorney

By: [Signature]
Name: Sarah McElroy

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

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

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: Raul Gonzalez, PE
Professional Engineer
2101 G Street, Building A
Fresno, CA 93706
Telephone No: (559) 621-5434
FAX: (559) 498-4126

CONSULTANT:
Stantec Consulting Services Inc.
Attention: Steven Beck, P.E.
Principal
3475 West Shaw Avenue Suite 104
Fresno, CA 93711
Telephone No: (559) 271-2650
FAX: (559) 271-5108

Exhibit D

SCOPE OF ADDITIONAL SERVICES

**First Amendment to Consultant Services Agreement
Between City of Fresno ("City") and Stantec Consulting Services, Inc.
("Stantec")**

Design of a New Odor Control System for the Headworks

Phase 2: Design Development (Consultant's new task 2.6)

The Scope of Work is expanded to include assumption of the structural design of the 48" and 80" duct supports from the general contractor. This task includes preparation of structural calculations and sketches for plan review, responding to plan check comments, Requests for Information (RFIs), and review of shop drawings.