

**FIRST AMENDMENT TO
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the ____ day of _____, 2017, (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (CITY), and THE SOLÍS GROUP, a California corporation (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an agreement on November 19, 2015, (Agreement) to provide professional consulting services for labor compliance monitoring for the Southeast Surface Water Treatment Facility (Project) for a total fee of \$132,750 and a contingency fee of \$5,000 for any additional work authorized by the Director of Public Utilities; and

WHEREAS, the parties have negotiated an increase of \$48,230 in CONSULTANT's compensation for additional services related to analysis and documentation of Project construction workforce data; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein conditioned, 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 construction workforce data analysis and documentation for the Project pursuant to this Amendment shall be a total fee increase of \$48,230. Compensation includes all expenses incurred by CONSULTANT in performance of such services. Total CONSULTANT Project cost pursuant to this Agreement is \$185,980.

2. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT on November 19, 2015, respectively, 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

THE SOLÍS GROUP,
A California Corporation

By: _____
Thomas C. Esqueda,
Director of Public Utilities

By: _____
Name: TERRY E. SOLIS

ATTEST:
YVONNE SPENCE, CMC
CITY Clerk

Title: Chairman of the Board of Directors
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)

By: _____
Date

By: _____
Name: TERRY E. SOLIS

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Secretary of the Board of Directors
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

By: Brandon M. Collet 2/28/17
Date
Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: Michael Carbajal
Planning Manager
2101 G Street, Building A
Fresno, CA 93706
Phone: (559) 621-1622
FAX: (559) 498-4126

CONSULTANT:
THE SOLÍS GROUP
Attention: Gary A. Hamm
Senior Vice President
131 North El Molino Avenue, Suite 100
Pasadena, CA 91101
Phone: (626) 685-6989
FAX: (626) 685-6989