

Exhibit A:

First Amendment to Michael Baker International Agreement

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into effective the 1st day of July, 2019, between the CITY OF FRESNO, a California municipal corporation (City), and MICHAEL BAKER INTERNATIONAL, INC. (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on October 1, 2018, (Agreement) to provide professional consulting services for the Administration of the United States Department of Housing and Urban Development (HUD) Programs (Project) and the Agreement provides for up to four one-year extensions at the City's sole option; and

WHEREAS, the City and the Consultant desire to extend the Agreement with a one-year extension through June 30, 2020; and

WHEREAS, the City desires to appropriate an additional amount of \$113,000 towards the Agreement to obtain continued services from Consultant; and

WHEREAS, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement 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 until June 30, 2020.
3. Paragraph 3 (a) regarding Compensation is hereby restated in its entirety as follows:

“(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 \$226,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in Exhibit A.”
4. 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 the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated October 1, 2018, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Jennifer K. Clark
Director,
Development Department

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: R. Gonzales 7/8/19
Rina Gonzales Date
Deputy City Attorney

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Aldi Dodds
Senior Management Analyst
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8512
FAX: (559) 457-1547

Michael Baker International, Inc.

By: Thomas G. Tracy

Name: Thomas G. Tracy

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

By: Pam Warfield

Name: Pam Warfield

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

Any Applicable Professional License:

Number: N/A

Name: _____

Date of Issuance: _____

CONSULTANT:

Michael Baker International, Inc.
Attention: Damien Delany,
Project Manager
3760 Kilroy Airport Way, Ste. 270
Long Beach, CA 90806
Phone: (310) 408-5052
FAX: NONE