

**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Second Amendment) made and entered into effect the _____ day of _____ 2018, (Effective Date), amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and CDM Smith, Inc., a Massachusetts Corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement on June 7, 2016, (Agreement) to provide professional consulting services for the Fresno Sanitary Landfill Superfund Site, Phase 3 Groundwater Remedial Action (Project) for a total fee of \$464,700; and

WHEREAS, the City Council approved on February 8, 2018, a First Amendment to Agreement in the amount of \$56,700 and extend the Project to December 31, 2018; and

WHEREAS, the City and the Consultant have negotiated an \$84,400 increase in the Consultant's compensation for services related to the Project; and

WHEREAS, the City and the Consultant desire to extend the Agreement to March 31, 2019, to complete Project; and

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

AGREEMENT

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

1. The Consultant's sole compensation for satisfactory performance of the Project pursuant to this Second Amendment will be \$84,400. Compensation includes all expenses incurred by the Consultant in performance of such services. Total Consultant Project cost pursuant to this Amendment is \$605,800.
2. The Agreement shall be extended to March 31, 2019.
3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on June 7, 2016, and amended on February 8, 2019, remain in full force and effect.


[SIGNATURES FOLLOW ON 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


CDM Smith, Inc.,
A Massachusetts Corporation


By: _____
Michael Carbajal, Director
Department of Public Utilities

By: 
Name: Servando Molina

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By:  9/24/18
Brandon M. Collet
Senior Deputy City Attorney Date

By: 
Name: Ralph T. Eberts

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

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

By: _____
Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: Rosa Lau-Staggs
Wastewater Manager
5607 W. Jensen Avenue
Fresno, CA 93706
Phone: (559) 621-5130
FAX: (559) 498-1700

CONSULTANT:
CDM Smith, Inc.
Attention: John (Yash) Nyznyk,
Associate
2300 Clayton Road, Suite 950
Concord, CA 94520
Phone: (925) 296-8065
FAX: (925) 933-4174