

**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