

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this Tuesday day of March 12, 2024, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and IBI Group, a California Constitutional Partnership; now known as Arcadis, California Partnership (Consultant).

### **RECITALS**

WHEREAS, City and Consultant entered into an Agreement dated 28th of April, 2022, for CONSULTANT SERVICES (Agreement) which is effective in full force until March 31, 2024; and

WHEREAS, Consultant has completed a portion of the Agreement; and

WHEREAS, the Consultant Services agreement is set to expire March 31, 2024; and

WHEREAS, City and Consultant now desire to extend the agreement an additional 91 days, to June 30, 2024, to ensure completion of services; and

WHEREAS, with entry into this First Amendment to Agreement, 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 recitals to this First Amendment are incorporated and made a part of the Agreement.

2. City shall extend the agreement by adding 91 calendar days, allowing additional time to complete the project. The new termination date to be June 30, 2024.

3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this First Amendment is not modified from the original agreement.


4. In the event of any conflict between the body of this First Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this First 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 First Amendment, shall be null and void.

5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated April 28, 2022, remains in full force and effect.


[Signatures follow on the next page.]

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


CITY OF FRESNO, a California  
municipal corporation


DocuSigned by:  
  
 By: \_\_\_\_\_  
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 Scott Mozier,  
 Director  
 Public Works Department

Arcadis, a California Partnership


DocuSigned by:  
  
 By: \_\_\_\_\_  
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 Name: Steve Schibuola  
 Title: Director  
 (If corporation or LLC, Board Chair, Pres.  
 or Vice Pres.)

ATTEST:  
 TODD STERMER, CMC  
 City Clerk

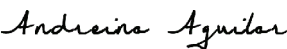
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 By: \_\_\_\_\_ 3/25/2024  
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 Deputy Date

DocuSigned by:  
  
 By: \_\_\_\_\_  
153450FFB7CA4D8...  
 Name: TAPAS DUTTA  
 Title: Associate Principal  
 (If corporation or LLC, CFO, Treasurer,  
 Secretary or Assistant Secretary)

APPROVED AS TO FORM:  
 ANDREW JANZ  
 City Attorney

DocuSigned by:  
  
 By: \_\_\_\_\_ 1/2024  
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 Jennifer M. Wharton Date  
 Deputy City Attorney

REVIEWED BY:

DocuSigned by:  
  
 \_\_\_\_\_  
53BD18AEC5184BD...  
 Andreina Aguilar  
 Chief Engineering Technician  
 Public Works Department

Addresses:  
 CITY:  
 City of Fresno  
 Attention: Jill Gormley, Assistant  
 Director  
 2600 Fresno Street  
 Fresno, CA 93721-2623  
 Telephone: (559) 621-8800

CONSULTANT:  
 Arcadis, a California Partnership  
 Attention: Cristina Martinez, Project  
 Manager,  
 537 South Broadway, Suite 500  
 Los Angeles, CA 90013 USA  
 Telephone: (213) 769-0011