

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effective the _____ day of _____, 2023, (Effective Date) amends the Agreement heretofore entered into between the CITY OF FRESNO, a California municipal corporation (City), and SEAM Group, LLC, a Delaware corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an agreement on March 10, 2022, (Agreement) to provide consulting services for OSHA Compliant Lockout-Tagout Program (Project) for a total fee not to exceed \$217,200 and a contingency amount not to exceed \$20,000; for a total contract price of \$237,200; and

WHEREAS, the Agreement is effective in full force through the earlier of complete rendition of the services or August 30, 2023; and

WHEREAS, the First Amendment to the Agreement was executed on September 30, 2022 and increased the Consultant's compensation by \$150,000, resulting in a total fee not to exceed \$387,200; and

WHEREAS, the Agreement shall remain in full force and effect through the earlier of complete rendition of the services or August 30, 2023; and

WHEREAS, during review of the scope of services it was determined that additional time is needed for the Consultant to return and perform the one year audit review of the OSHA Compliant Lockout-Tagout program; and

WHEREAS, the City and the Consultant desire to extend the Agreement to December 31, 2024, to complete the Project; and

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

AGREEMENT

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

1. Section 2 of the Agreement is amended in its entirety to read as follows:
"2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 31, 2024, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon CITY'S issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed within 1,027 consecutive calendar days from such authorization to proceed."

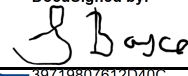
2. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant dated March 10, 2022, amended on September 30, 2022, remains in full force and effect.

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

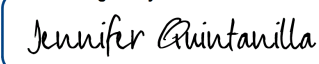
SEAM Group, LLC,
A Delaware Corporation


By: _____
Brock D. Buche, PE, PLS
Director of Public Utilities

DocuSigned by:
 6/28/2023
39719807612D40C...
Name: Simon Boyce

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: VP of sales
(If corporation or LLC, Board Chair,
Pres. or Vice Pres.)

DocuSigned by:
 6/30/2023
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By: _____
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

DocuSigned by:
 6/29/2023
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By: _____
Name: ROSS Fuller

ATTEST:
TODD STERMER, CMC
CITY Clerk

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

By: _____
Deputy Date
City Clerk

Addresses:
CITY:
City of Fresno
Attention: Patricia Diep
Supervising Engineering Technician
1626 E Street
Fresno, CA 93706
Phone: (559) 621-1609
FAX: (559) 498-4126

CONSULTANT:
SEAM Group, LLC.
Attention: Jay Smith
Director
21111 Chagrin Blvd., Suite 100
Beachwood, OH 44122
Phone: (812) 699-2461
FAX: