

### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the \_\_\_\_\_ day of \_\_\_\_\_ 2020, between the CITY OF FRESNO, a California municipal corporation (City), and Silveira Consulting, Inc., a California corporation (Consultant).

#### RECITALS

WHEREAS, the City and the Consultant entered into an agreement on July 25, 2016, (Agreement) to provide professional Labor Compliance Monitoring services for Fresno-Clovis Regional Wastewater Reclamation Facility Headworks Building Odor Control Upgrade Project (Project) for a total fee not to exceed Twenty-Five Thousand Nine Hundred and Fifty Dollars (\$25,950) and a contingency amount not to exceed Five Thousand Dollars (\$5,000); and

WHEREAS, the City and the Consultant entered into Amendment 1 to extend the Agreement to June 30, 2019, to retain the Consultant's services through project completion and to increase Consultants compensation by \$10,000 for services related to the Project; and

WHEREAS, the City and the Consultant entered into Amendment 2 to extend the Agreement to June 30, 2020, to retain the Consultant's services through project completion and to increase Consultants compensation by \$9,000 for services related to the Project; and

WHEREAS, the City and the Consultant desire to extend the Agreement to June 30, 2021, to retain the Consultant's services through project completion; and

WHEREAS, the City and the Consultant have negotiated an increase in Consultant's compensation by \$5,700 for services related to complete the Project; and

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

#### AGREEMENT

NOW, THEREFORE, the City and the Consultant 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 June 30, 2021, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** of the agreement 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 1802 consecutive calendar days from such authorization to proceed."
2. Section 3(a) of the Agreement is amended in its entirety to read 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 Fifty-Five Thousand Six Hundred Fifty Dollars (\$55,650), paid on a time and materials basis in accordance with the schedule of fees contained in Exhibit A. Such fee includes all expenses incurred by CONSULTANT in performance of the services.”

3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on July 25, 2016, amended on January 24, 2019, and February 28, 2020, remain in full force and effect.

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

CITY OF FRESNO,  
A municipal corporation

Silveira Consulting, Inc.,  
a California corporation

By: \_\_\_\_\_  
Michael Carbajal, Director  
Department of Public Utilities

DocuSigned by:  
By: Jamie Silveira  
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Name: Jamie Silveira

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

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

DocuSigned by:  
By: Brandon Collet 10/23/2020  
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Name: Brandon M. Collet Date  
Senior Deputy City Attorney

DocuSigned by:  
By: Jamie Silveira  
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Name: Jamie Silveira

ATTEST:  
YVONNE SPENCE, CRM MMC  
City Clerk

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

By: \_\_\_\_\_  
Deputy Date