

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT ("Amendment III") TO AGREEMENT is made this 4th day of Feb., 2020 ("Effective Date"), by the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and STANTEC CONSULTING SERVICES, INC., a New York Corporation, located at, 7502 N. Colonial Ave., Suite 101, Fresno, California 93711 (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement dated the 7th day of October, 2013, and identified as Procurement Agreement No. P-13-612-G (hereinafter "the Agreement"), under the terms of which the CONTRACTOR agreed to provide Groundwater Monitoring, Sampling and Reporting at the Blue Hills Disposal Facility ("Blue Hills") over a potential five-year term, with a contract maximum of \$100,000.00; and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to the Agreement, dated August 24, 2016 ("Amendment I"), which extended the Agreement to its full potential five-year term, through and including October 15, 2018; and

WHEREAS, COUNTY and CONTRACTOR entered into a Second Amendment to the Agreement, dated October 9, 2018 ("Amendment II"), pursuant to which CONTRACTOR agreed to provide additional services related to pending modifications to the monitoring requirements imposed by the State under the Postclosure Permit for the Blue Hills Facility; and

WHEREAS, Amendment II also provided for a further extension of the term of the Agreement, through March 30, 2020, and increased the maximum cumulative compensation thereunder from \$100,000 to \$133,000; and

WHEREAS, COUNTY now requires additional services from CONTRACTOR, in order to comply with further State-imposed groundwater monitoring and reporting requirements for the Blue Hills Facility, some of which recently were imposed, with

1 others still in the process of being conclusively determined prior to their final issuance
2 by the State; and

3 WHEREAS, neither the completion by the State of its modifications to those
4 requirements, nor the performance by CONTRACTOR of additional services required in
5 connection therewith, will be concluded prior to the current March 30, 2020 expiration
6 date of the Agreement, as previously amended, although it currently is anticipated by
7 the parties that extension of the Agreement term to March 31, 2022 will provide
8 sufficient additional time; and

9 WHEREAS, it is in the best interest of the COUNTY to continue to retain the
10 services of CONTRACTOR, at least until such time as the modified Blue Hills
11 Postclosure Permit monitoring requirements have been fully determined and
12 established, at which time the COUNTY in its discretion may terminate the Agreement
13 and issue a Request for Proposal or Request for Quotation based on those modified
14 requirements; and

15 WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement
16 to further extend the term and increase the maximum annual compensation, so as to
17 allow the CONTRACTOR to provide such additional necessary services.

18 NOW, THEREFORE, based on the foregoing and in consideration of their
19 mutual promises as set forth herein, the parties agree to amend the above-referenced
20 Agreement as follows:

21 1. The Section entitled "TERM" on page one (1) of the Agreement is hereby
22 deleted in its entirety and replaced with the following:

23 "TERM

24 The term of this Agreement will be from October 15, 2013 through March
25 31, 2022, unless earlier terminated by COUNTY upon written notice in accordance with
26 the Section of the Agreement entitled 'TERMINATION'."

1 2. The Section entitled "MAXIMUM" on page one (1) of the Agreement is
2 hereby deleted in its entirety and replaced with the following:

3 "MAXIMUM

4 In no event shall services be performed and/or fees paid under this Agreement be in
5 excess of two hundred ten thousand dollars (\$210,000.00)."

6

7 COUNTY and CONTRACTOR agree that this Amendment III is sufficient to
8 amend the Agreement and that upon full execution of this Amendment III, the
9 Agreement as previously amended, together with this Amendment III, shall constitute
10 the Agreement between the parties.

11 The Agreement, as hereby amended, is ratified and continued. All provisions,
12 terms, conditions, mutual covenants and promises set forth in the Agreement, as
13 previously amended, shall remain in full force and effect, except as hereinabove
14 modified by the provisions of this Amendment III.

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

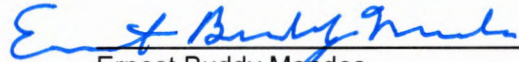
28 //

EXECUTED AND EFFECTIVE as of the date first set forth above.

CONTRACTOR AND/OR CONSULTANT

COUNTY OF FRESNO


(Authorized Signature)



Ernest Buddy Mendes
Chairman of the Board of Supervisors
of the County of Fresno

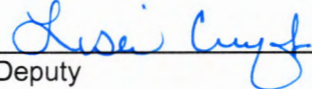
JAMES W. GRASTY, SENIOR VICE PRESIDENT
Print Name and Title

555 CAPITOL MALL, SUITE 650
Mailing Address

SACRAMENTO, CA 95814
City, State, and Zip Code

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy


(Authorized Signature)

Jeffrey P. Stone, Assistant Secretary
Print Name and Title Vice President + Associate General Counsel

61 Commercial Street
Mailing Address Suite 100

Rochester NY 14614
City, State, and Zip Code

FOR ACCOUNTING USE ONLY

ORG No.: 9015
Account No.: 7295
Fund No.: 0701
Subclass No.: 15001