

**FIFTH AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL SERVICES  
(Design Professional)**

THIS FIFTH AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Stantec Consulting Services, Inc., a New York Corporation, whose address of record is 200, 10160 – 112 Street, Edmonton AB, Canada T5K 2L6, (“Consultant”).

WHEREAS, City is undertaking a project to prepare a Sewer Master Plan for the City of Merced (“Project”); and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated April 1, 2013, a First Amendment to said Agreement dated June 16, 2014, a Second Amendment to said Agreement dated April 20, 2015 , a Third Amendment to said Agreement dated April 17, 2017, and a Fourth Amendment to said Agreement dated September 4, 2018; and

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 29, “ADDITIONAL SCOPE OF SERVICES,” is hereby added to the Agreement to read as follows:

“29. ADDITIONAL SCOPE OF SERVICES. The Scope of Services is amended in accordance with the changes outlined in Exhibit 1 attached hereto.”

2. Section 30, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“30. ADDITIONAL COMPENSATION. The City shall pay to Consultant the not to exceed additional sum of Sixty-One Thousand Five Hundred Dollars (\$61,500.00) for the additional services described in Exhibit 1 and in

accordance with the fee schedule set forth on Exhibit 1,  
attached hereto.”

3. Except as herein amended, the Agreement dated April 1, 2013, First Amendment dated June 16, 2016, Second Amendment dated April 20, 2015, Third Amendment dated April 17, 2017, and Fourth Amendment dated September 4, 2018, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

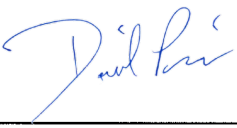
APPROVED AS TO FORM:

BY: *Jim B. Aubert* 5-29-20  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

CONSULTANT  
STANTEC CONSULTING SERVICES,  
INC., A New York Corporation

BY:   
(Signature)

David Price

(Typed Name)

Its: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 68-0309852

ADDRESS: 3875 Atherton Road  
Rocklin, CA 95765

TELEPHONE: (916) 773-8100

FAX: (916) 773-8448

E-MAIL: steven.beck@stantec.com