

**FIRST AMENDMENT TO THE TEMPORARY INNOVATION TECHNOLOGY
CONSULTANT SERVICES FOR INDUSTRIAL CONTROLS AGREEMENT**

This First Amendment to the Consultant Services Agreement (First Amendment) is made and entered into by and between the City of San Diego (City) and Stantec Consulting Services, Inc. (Contractor), also referred to individually as “Party” and collectively as the “Parties.”

RECITALS

1. City approved Sole Source #4154, resulting in a contract between the City and Contractor (Contract) to provide temporary innovation technology consultant services for industrial controls. The Contract is comprised of the Contract, and the City’s General Contract Terms and Provisions.
2. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.
3. The Parties wish to amend the Contract to extend the contract as permitted in the Contract Terms and add additional compensation as required for the duration of the contract.

TERMS

1. Section 1.2 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

1.2. Contract Administrator. The Public Utilities Department (Department) is he Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of a designated representative of the Department as follows:

William Curcio, Safety, Security and Training, Program Manager
9192 Topaz Way, San Diego, CA 92123
(858) 292-6309
wcurcio@sandiego.gov

2. Section 2.1 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

2.1 **Term.** The term of this Agreement shall be from April 24, 2020 through December 31, 2020 or until the completion of the Services. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

3. Section 3.1 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:


3.1 **Amount of Compensation.** City shall pay Consultant for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$250,000.00.

4. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

5. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and Contractor acting by and through their authorized officers.

Stantec Consulting Services, Inc.

By: 

Name: Pete Perciavalle

Title: Senior Vice President

Date: 7/28/2020

City of San Diego

By: 

Christiana Gauger

Name: Interim Director

Purchasing and Contracting

Title: _____

Date: 7/30/2020

Approved as to form this 5th day of

August, 2020

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

Christine Leone
Print Name