

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF CLEARWATER AND WRIGHT-PIERCE, INC.
RFQ#23-19**

This First Amendment is made and entered into this ____ day of September 2022, by and between the City of Clearwater, Florida (“City”) and Wright-Pierce, Inc. (“Consultant”).

WHEREAS the City selected the Consultant in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and in response to Request For Qualifications #23-19;

WHEREAS, the Parties entered into that certain Agreement for Professional Services with a three year term that begins after the notice of intent to proceed has been issued (“Agreement”);

WHEREAS, the Agreement expires on September 30, 2022;

WHEREAS, Exhibit A allows the Agreement to be amended upon written mutual consent of both Parties;

WHEREAS, RFQ#23-19 allows for the project to be extended after the initial three year term;

WHEREAS, the Parties desire to amend this Agreement for the continuation of the project.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties agree as follows:

1. Section 2.2 is hereby amended as follows:

The CONSULTANT’S services under this Agreement will be provided under a project specific Work Order(s). Each Work Order will include the services for a single project, phase, task or assignment, and will contain a mutually agreed-upon detailed scope of services, project goals, fee and schedule of performance in accordance with applicable

fiscal and budgetary constraints. Total compensation for all services shall not exceed \$2,376,751.00 ~~\$1,640,880.00~~ unless specifically authorized by the City Council.

See Work Order attached hereto as Exhibit B.

See Supplemental Work Order 1 attached hereto as Exhibit B.1.

2. Section 3.3 is hereby amended as follows:

It is the intent of the parties hereto that this Agreement continue in force for a period not to exceed to four (4) ~~three (3)~~ years, for the period of October 1, 2019 until September 30, 2023, subject to the provisions for termination contained herein.

3. All other terms and conditions of this Agreement which are not expressly amended or deleted herein shall continue in full force.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have duly executed this First Amendment by the appropriate officials as of the day and year first written above.

WRIGHT-PIERCE, INC.

By: _____

Print Name: _____

Title: _____

CITY OF CLEARWATER, FLORIDA

Frank V. Hibbard
Mayor

By: _____
Jon Jennings
City Manager

Approved as to form:

Attest:

Owen Kohler
Lead Assistant City Attorney

Rosemarie Call
City Clerk