

## **FIRST AMENDMENT TO AGREEMENT FOR SERVICES BY INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) is made and effective upon signature by and between the CITY OF BEAUMONT (“CITY”), a general law city, and Dudek, a Stock Corporation, (hereinafter called “CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

### **RECITALS**

This Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

- A. On, March 1, 2022, CITY and CONTRACTOR entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor (“Agreement”).

### **AMENDMENT**

Section 1. Term of Agreement in accordance with Section 1 of the Agreement, the parties agree to extend the term of the Agreement through April 30, 2026. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate, on April 30, 2026, unless earlier terminated by the parties in accordance with the Agreement or extended by the parties of the Agreement is hereby amended as follows: CONTRACTOR agrees to provide the services (“Services”) as follows: Provide Groundwater and Surface Water Monitoring Services to the Maximum Benefit Monitoring Program (“Services”) per “Exhibit C” dated March 1, 2025, and any other services which the City may request in writing.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original agreement, compensation was set at (\$52,330.00 in year one with a 3% fixed escalator, \$53,900 in year two, and \$55,500 in year three). Per this First Amendment, compensation is increased by the amount of Fifty-seven Thousand One Hundred Sixty Five dollars (\$57,165.00), to be billed in accordance with the Proposal attached hereto as “Exhibit C” resulting in total compensation under the Agreement not to exceed Two Hundred Eighteen Thousand Eight Hundred Ninety-five dollars (\$218,895)

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to be effective as of the day and year first above-written.

**CITY OF BEAUMONT**

CITY:

CITY OF BEAUMONT

By: \_\_\_\_\_  
Mike Lara, City Mayor

CONTRACTOR:

DUDEK

Signed by:  
By: Joseph Monaco  
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Print Name: Joseph Monaco

Title: President and CEO

ATTEST:

By: \_\_\_\_\_  
Nicole Wheelwright, Deputy City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John O. Pinkney, City Attorney

Date: \_\_\_\_\_

**EXHIBIT "C"**

**PROPOSAL**