

**1<sup>ST</sup> AMENDMENT TO AGREEMENT**  
**PROJECT MANAGER – ERP SYSTEMS IDENTIFICATION AND IMPLEMENTATION**  
**(STAMFORD RFP NO. 806)**

**THIS 1<sup>ST</sup> AMENDMENT TO AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, is by and between the **CITY OF STAMFORD**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut (hereinafter “The City”), acting herein by David R. Martin, its duly authorized Mayor, and **INTERNATIONAL CONSULTING ACQUISITION CORP. d/b/a ISG PUBLIC SECTOR** (hereinafter the “Consultant”), a foreign (DE) corporation with a principal place of business located at 2187 Atlantic Street, Stamford, Connecticut, and acting herein by Nathan Frey, its duly authorized Partner.

**WITNESSETH**

**WHEREAS**, The City solicited Request for Proposals (RFP) No. 806 for Project Manager – ERP Systems Identification and Implementation;

**WHEREAS**, The Consultant submitted a Proposal to said Request for Proposals; and

**WHEREAS**, the City accepted the Consultant’s Proposal and entered into a written Agreement, dated October 6, 2020, with the Consultant (hereinafter the “Agreement”) for the work of the City’s Request for Proposals No. 806; and

**WHEREAS**, the parties now wish to amend that Agreement to extend the Term and allow for a corresponding increase in Compensation.

**NOW THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:**

**4. COMPENSATION.** Section 4, Compensation, shall be deleted in its entirety and replaced with the following:

The Consultant shall be compensated for the services set forth in Section 2, above, as follows:

<b>CONTRACT YEAR</b>	<b>ANNUAL FEE</b>
Year 1	Not to Exceed \$399,000.00
Year 2 (Optional)	Not to Exceed \$399,000.00
Year 3 (Optional)	Not to Exceed \$399,000.00
Month-to-Month Services After Year 3 (Optional)	Not to Exceed \$34,912.50 Per Month

Annual Fee is inclusive of all travel costs and incidental expenses. Payments will be made in equal monthly installments for work performed. Payments for partial months shall be on a pro rata basis.

Additional value added services shall be billed at the rates set forth in the Consultant's Additional Services and Rate Information attached hereto as Exhibit B-1. Notwithstanding the foregoing, fees for additional services outside of those services contemplated in the Annual Fee shall not exceed Three Hundred Thousand (\$300,000.00) Dollars, in aggregate, for the entire Term of this Agreement, including any option years.

**5. TERM.** Section 5, Term, shall be deleted in its entirety and replaced with the following:

The Term of this Agreement shall commence when signed below by the City's Mayor and terminate one (1) year thereafter. The parties may, by mutual agreement, extend the Term of this Agreement for two (2), additional years provided that all other terms of this Agreement remain the same. No such extension shall be for greater than one (1) year. The parties may, thereafter, extend the Term of this Agreement on a month-to-month basis for so long as the Consultant's services are needed by the City for the ERP Project that is the subject of this Agreement provided that all other terms of this Agreement remain the same.

**REMAINING TERMS AND CONDITIONS.** All of the remaining terms and conditions of the Agreement shall remain in full force and effect.

*Remainder of page intentionally left blank. Signature page follows.*

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

**CITY OF STAMFORD**

\_\_\_\_\_  
Print:  
Witness

By: \_\_\_\_\_  
David R. Martin, Mayor

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

\_\_\_\_\_  
Print:  
Witness

**INTERNATIONAL CONSULTING  
ACQUISITION CORP. d/b/a ISG PUBLIC SECTOR**

\_\_\_\_\_  
Print:  
Witness

By: Nathan C. Frey  
Nathan Frey, Partner

Date: 10/4/2021

\_\_\_\_\_  
Print:  
Witness

Approved as to Form:

\_\_\_\_\_  
Chris Dellaselva  
Asst. Corp. Counsel  
Date: \_\_\_\_\_