



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT (“Amendment”) is effective as of _____ (the “Effective Date”),, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, (“City”) and **MNS ENGINEERS, INC.** (“Contractor”), individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated January 2, 2024 (“Contract”) for the purpose of retaining the services of Contractor to provide On Call Construction Management, Engineering Design, and City Engineer Support Services; and

WHEREAS, the City and Contract entered into a first amendment of the Contract on August 16, 2024 for the purposes of increasing the contract amount; and

WHEREAS, an acceleration of capital improvement projects and private development work in the public right of way has depleted the first amendment contract value at a faster rate than originally estimated and another contract amendment is necessary to provide for continuity and availability of on-call design and construction management services; and

WHEREAS, a contract amendment increasing the contract amount is required for additional on-call design services to deliver design and construction management for the 2025 Sustainable Streetscapes Paving Project Paving Project, Doyle Street - Phase 3 Project, and Mclaughlin Eastshore Park Project; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

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1.1 Exhibit A

- Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-*Revision Number***;

OR

- Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-2**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

- The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **NEW END DATE**.

1.3 Total Compensation Amount

- The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **ONE MILLION THREE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$1,339,500.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **THREE MILLION THREE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$3,339,500.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

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**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
SECOND AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy
2C834D92DB55467...

City Attorney

Dated: **CITY OF EMERYVILLE**

LaTanya Bellow, City Manager

Dated: **MNS ENGINEERS, INC.**

02/14/2025

DocuSigned by:
Shawn Kowalewski
B01F8FF54231468... (Signature)
Shawn Kowalewski, Vice President

<i>Attach: W-9 Form</i>	<i>Attach: Business License Certificate</i>	<i>Attach: Insurance Certificate and Endorsements</i>
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