



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES AGREEMENT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is effective as of this _____ day of _____, 2017, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and Biggs Cardosa Associates, Inc. ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT

WHEREAS, the City and Consultant entered into a Professional Services Agreement ("Agreement") effective November 3, 2015, 2015, whereby Consultant is to prepare South Bayfront Bridge/Horton Landing Park Project (a.k.a. South Bayfront Pedestrian and Bicycle Bridge); and

WHEREAS, the City Council adopted Resolution No. 17-116, authorizing the City Manager to extend the termination date for the Agreement to December 31, 2017; and

WHEREAS, it is now necessary to extend the termination date of the Agreement again to account for the change in date in putting the South Bayfront Bridge/Horton Landing Park Project out to bid; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Amendment; and

WHEREAS, the City has determined that the Consultant is qualified by training and experience to render such services; and

WHEREAS, the public interest will be served by this Amendment; and

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

- A. Section 1.C of the Agreement ("Schedule and Completion Date") is hereby amended to extend the Completion Date to March 31, 2018. All other provisions of the Agreement shall remain in full force and effect, and this Amendment shall remain subject to said promises.
- B. The Effective Date of this Amendment is the date on which the Amendment is executed on behalf of the City.

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

WAIVER OF AGREEMENT

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.

IN WITNESS WHEREOF the City and the Consultant have executed this Amendment, which shall become effective as of the date the City Manager executes this Amendment on behalf of the City.

Approved As To Form:



Michael A. Guina, City Attorney

CITY OF EMERYVILLE

Dated: _____,

2017

Carolyn Lehr, City Manager

CONSULTANT

Dated:

December 21, 2017

BY: _____



ITS: _____

Principal