City of Emeryville
CALIFORNIA

PROFESSIONAL SERVICES AGREEMENT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is effective as of this _____ day of _____, 2018, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **EKI ENVIRONMENT & WATER, INC. (FORMERLY ERLER AND KALINOWSKI, INC.)** ("Consultant"), collectively referred to as the "Parties."

W I T N E S S E T H T H A T

WHERAS, the City and Consultant entered into a Professional Services Agreement ("Agreement") effective August 3, 2017, , whereby Consultant is to prepare Environmental Engineering Assistance During Cultural Resource Investigations, S.Bayfront Bicycle/Pedestrian Overcrossing Project, Bay Street; and

WHEREAS, it is now necessary to revise the scope of work to include additional project management time and preparation of additional materials; and

WHEREAS, the City wishes to amend the Agreement to include the additional services; 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 Consultant desires to provide such additional services and has submitted a First Amendment proposal dated January 12, 2018 , incorporated as Exhibit A; and,

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

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

A. Section I.B of the Agreement ("Services") is hereby amended to include the scope of services described in Exhibit A.

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

B. Section I.C is hereby amended to have the Agreement terminate on June 30, 2018.

C. Section III.B of the Agreement ("Compensation and Method of Payment") is hereby amended to reflect payment based on the additional analysis described in Exhibit A, and to increase the total compensation under the Agreement. The section shall now read:

The amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall increase by **TWENTY FIVE THOUSAND DOLLARS AND NO CENTS ($25,000.00)** for a total compensation amount not, in any case, to exceed **SIXTY TWO THOUSAND DOLLARS AND NO CENTS ($62,000.00)**, except as outlined in Section II.C above. The compensation for Services performed shall be **as set forth in Exhibit A**.

D. All other provisions of the Agreement shall remain in full force and effect, and this Amendment shall remain subject to said promises.

E. The Effective Date of this Amendment is the date on which the Amendment is executed on behalf of the City.

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.

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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:

_____, 2018

Carolyn Lehr, City Manager

CONSULTANT

Dated:

January 18, 2018

BY:

ITS: Vice President