



City of Emeryville
CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIRD AMENDMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of this _____ day of _____, 2021, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COASTLAND CIVIL ENGINEERING, 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 June 6, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide City Engineering services and capital projects delivery assistance; and

WHEREAS, the City and the Contractor entered into a first amendment of the Contract on July 1, 2019 for purpose of increasing the contract amount and extending the termination date of the contract; and

WHEREAS, the City and the Contractor entered into a second amendment of the Contract on January 26, 2021 for purpose of increasing the contract amount and extending the termination date of the contract

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:

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-3**, attached hereto and incorporated herein by this reference.

FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

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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 **JUNE 30, 2022**.

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 **TWO HUNDRED EIGHTEEN THOUSAND AND FIVE HUNDRED DOLLARS AND NO CENTS (\$218,500)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **EIGHT HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS (\$873,148)**.

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.

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
THIRD 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:

Andra Visveshwara as Interim

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City Attorney

Dated:

CITY OF EMERYVILLE

_____, 2021

Christine S. Daniel, City Manager

Dated:

COASTLAND CIVIL ENGINEERING, INC

DocuSigned by:

John Wagner

5/10/2021, 2021

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John Wagner, CEO

(Signature)