

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City"), and BSK Associates, a California Corporation, whose address of record is 550 W. Locust Avenue, Fresno, California 93650, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to on-call geotechnical engineering, construction observation and materials testing services; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated September 7, 2021; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for an additional term and additional compensation in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 23, "FIRST OPTION TO RENEW" is hereby added to the Agreement to read as follows:

"SECTION 23. FIRST OPTION TO RENEW. The City and Consultant desire to exercise the option to renew the Agreement for one (1) additional year pursuant to Section 3, 'Term of Agreement' of the Agreement. The term of this first renewal shall be from September 7, 2023 through September 6, 2024."

2. Section 24, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 24. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) in accordance with Section 4,

‘Compensation’ of the Agreement. The total compensation amount for the Agreement shall not exceed the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00).”

3. Except as herein amended, the Agreement dated September 7, 2021, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  10/16/2023
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

BY: _____
Verified by Finance Officer

CONSULTANT
BSK ASSOCIATES,
A California Corporation

BY:  _____
(Signature)

_____ Tim Rodriguez _____
(Typed Name)

Its: _____ Chief Operating Officer _____
(Title)

BY: _____
(Signature)

_____ _____
(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 94-1633676

ADDRESS: 691 N. Laverne Avenue, Suite 101
Fresno, CA 93727

TELEPHONE: 559-497-2880

FAX: _____

E-MAIL: trodriguez@bskassociates.com