

**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 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as “City”), and Crawford & Associates, Incorporated, a California Corporation, whose address of record is 1165 Scenic Drive, Suite A, Modesto, California 95350, (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 7th, 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 Three Hundred Thousand Dollars (\$300,000.00) in accordance with Section 4, ‘Compensation’ of the

Agreement. The total compensation amount for the Agreement shall not exceed the sum of Eight Hundred Thousand Dollars (\$800,000.00).”

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

CONSULTANT  
CRAWFORD & ASSOCIATES,  
INCOPORATED,  
A California Corporation

BY:   
(Signature)

Benjamin Crawford  
(Typed Name)

Its: President  
(Title)

BY:   
(Signature)

W. Eric Nichols  
(Typed Name)

Its: Vice President  
(Title)

Taxpayer I.D. No. 46-0779018

ADDRESS: 1165 Scenic Dr., Suite A  
Modesto, CA 95350

TELEPHONE: (916) 455-4225

E-MAIL: ben.crawford@crawford-inc.com