

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 20___, 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 7th, 2021; and,

WHEREAS, City and Consultant have previously amended said Agreement dated November 20, 2023, to provide for an additional term in connection with said project; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for a final 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 24, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

The 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 One Million Dollars (\$1,000,000.00).

2. Section 25, "SECOND OPTION TO RENEW," is hereby added to the Agreement to read as follows:

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 second renewal shall be from September 7, 2024, through September 6, 2025.

3. Except as herein amended, the Agreement dated September 7, 2021, and the Amendment dated November 20, 2023, shall remain in full force and effect.

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride,
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

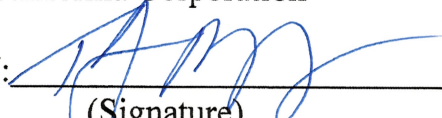
APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 7/10/2024
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

CONSULTANT
BSK ASSOCIATES,
A California Corporation

BY: 
(Signature)

Tim Rodriguez
(Typed Name)

Its: Chief Operating Officer
(Title)

Taxpayer I.D. No. 94-1633676

ADDRESS: ~~550 W. Locust Ave.~~ 691 Wilaverne Ave.
~~Fresno, CA 93650~~ Fresno, CA 93727

TELEPHONE: 559-497-2880

E-MAIL: trodriguez@bskassociates.com