

SECOND AMENDMENT TO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **SECOND AMENDMENT TO PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, ("Amendment") is made and entered into effective as of the 4th day of October, 2007, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **CONSOLIDATED ENGINEERING LABORATORIES (CEL)** (hereinafter "Consultant").

RECITALS

The following Recitals are a substantive part of this Agreement:

A. City and Consultant entered into the Professional/Consultant Services Agreement dated as of September 1, 2005 (the "Agreement"). The Agreement provides for Consultant's performance of certain geotechnical and geologic work in connection with the City's proposed public safety facilities (the "Project").

B. The City and Consultant entered into the First Amendment to the Agreement to provide for additional geotechnical and geologic work be performed in connection with the Project. Subsequently it was determined that further work was required that exceeded the scope of the original Agreement and the First Amendment.

C. City and Consultant desire to enter into this Amendment in order to provide that Consultant will perform additional geotechnical and geologic work upon the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants and conditions contained in this Amendment, City and Consultant hereby agrees as follows:

Section 1. Scope of Work. In addition to the “Work” as defined in Section 1 of the Agreement, Consultant shall provide the City with the services set forth in the Scope of Services attached hereto as Attachment 1 and incorporated herein by this reference (the “Additional Work”).

Section 2. Compensation. In consideration of the Consultant’s performance of the Additional Work consultant shall be compensated on a time and materials basis in an amount not the exceed \$16,280.00.

Section 3. Insurance. Prior to the commencement of the Additional Work Consultant shall provide the City with the certificates of insurance demonstrating that the insurance previously provided to the City will be extended to include the Additional Work and this Amendment.

Section 4. Effect on Agreement. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

Section 5. Entire Agreement; Conflicts. This Amendment and the Attachments hereto and the Agreement and the First Amendment to the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

Section 6. Execution. This Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument.

Dated: _____, 2007

CITY OF SAUSALITO

ATTEST:

By: _____
D. Michael Kelly, Mayor

Deputy City Clerk

APPROVED AS TO FORM

By: _____
Mary Wagner, City Attorney

Dated: _____, 2007

CONSULTANT

Consolidated Engineering Laboratories

By: _____
William R. Stevens, Principal Geotechnical
Engineer

ATTACHMENT NO. 1

SCOPE OF WORK

- Prepare a summary report and recommendations for retaining wall pressures and tieback anchors. The report will include the consultant's findings, including test pit logs, a site plan, and two N-S cross-sections from the back of Johnson Street to the existing retaining walls above the police station. Subsurface data from the consultant's previous borings and seismic lines will be utilized.
- If necessary, the consultant will excavate four test pits.