

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
ROYSTON HANAMOTO ALLEY & ABEY FOR
BAYER NEIGHBORHOOD PARK AND GARDENS**

This First Amendment to the Professional Services Agreement with Royston, Hanamoto, Alley & Abey, dated May 19, 2009 ("Original Agreement") is made as of this _____ day of _____, 2013, by and between the City of Santa Rosa, a municipal corporation ("City"), and Royston, Hanamoto, Alley & Abey ("Consultant").

RECITALS

- A. City and Consultant entered into the Original Agreement for Consultant to provide a master plan and construction drawings for improvements to Bayer Neighborhood Park & Gardens.
- B. City and Consultant now desire to amend the Original Agreement for the purpose of extending the time of performance under the Original Agreement, adding to the scope of work, and increasing the encumbered funds for the additional services in Exhibit A-1 hereto.
- C. City and Consultant would also like to amend the Original Agreement to add the contingency of \$93,881.60 which was approved by the City Council on May 19, 2009 through Council Resolution number 27386 but not yet included in the total compensation payable under the Original Agreement. The contingency is needed to cover the cost of the modified scope of services.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Original Agreement, as follows:

1. Time of Performance.

The parties hereby agree to extend the time of performance in the Original Agreement. The last sentence in Section 12, entitled "Time of Performance," is hereby amended to extend the time of performance from the former completion date, to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2015."

2. Scope of Services.

The parties hereby agree that the scope of services as described and set forth in Exhibit A to the Original Agreement shall be supplemented to allow for completion of the construction drawings, updated cost estimate, architectural and landscape design services, engineering, construction support and community outreach as set forth in Exhibit A-1 to this Amendment which is incorporated herein as though set forth in full.

3. Compensation.

The parties hereby agree that the compensation under the Original Agreement shall be amended to provide additional compensation for additional services in the amount of Three Hundred Nineteen Thousand, Seven Hundred Six Dollars (\$319,706) and Ninety-three thousand, Eight Hundred and Eighty One Dollars and Sixty Cents (\$93,881.60) in contingency and to increase the total compensation payable by City under the Original Agreement.

The first sentence of Section 2(c) of the Original Agreement is hereby amended to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of One Million, Three Hundred Fifty Two Thousand, Four Hundred Three Dollars and Sixty Cents (\$1,352,403.60)."

All other terms of the Original Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

ROYSTON HANAMOTO ALLEY & ABEY

TYPE OF BUSINESS ENTITY (*check one*):
____ Individual/Sole Proprietor
____ Partnership
____ Corporation
____ Limited Liability Company
____ Other (please specify: _____)

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

City Attorney

Print Name: _____

Title: _____

By: _____

ATTEST:

Print Name: _____

Title: _____

City Clerk

Taxpayer I.D. No. 94-1649892

City of Santa Rosa Business Tax Cert. No.
68675

Attachment:

Exhibit A-1 - Scope of Services