

AMENDMENT NO. 1
To the Contract for Professional Services with Native Solutions
For the North Dunes Habitat Restoration Project

THIS AMENDMENT to the Contract for Professional Services ("Amendment") made and entered into as of this _____ day of August, 2018, amends the Contract heretofore entered into between the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "CITY", and NATIVE SOLUTIONS, hereinafter called "CONSULTANT."

RECITALS

CITY and CONSULTANT entered into a Contract for Professional Services on February 11, 2015 for a total fee of \$80,000 for biological consulting, site monitoring, managing sensitive species, project management, and related duties; and CITY and CONSULTANT now desire to augment the original scope of work to include mapping, tree survey, monitoring field activities, project site tours, presentations to City Council and commissions, and related duties.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT shall provide additional services including mapping, tree survey, monitoring field activities, project site tours, presentations to City Council and commissions, and related duties as assigned by the CITY.
2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment shall be a total not-to-exceed fee of \$33,000. The total for the Agreement and this Amendment shall not exceed \$113,000.
3. The Schedule is unchanged, and the Contract expires on June 30, 2019.
4. Except as set forth in this Amendment, the Contract for Professional Services is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

CITY OF CARMEL-BY-THE-SEA

NATIVE SOLUTIONS:

Richard Rerig, City Administrator

Joey Canepa

Date

Date

ATTEST:

Thomas A. Graves, MMC, City Clerk

APPROVED AS TO FORM:

Glen R. Mozingo, Esq., City Attorney