

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This **First Amendment to Professional Services Agreement** ("First Amendment") is made and entered into this _____ day of _____, 2016 between the **CITY OF EMERYVILLE**, a municipal corporation ("City") and **WEST COAST CODE CONSULTANTS, INC.** ("Consultant"),

WITNESSETH THAT:

WHEREAS, on June 21, 2016, the City Council authorized the City Manager to enter into a Professional Services Agreement with West Coast Code Consultants, Inc. for Public Works Construction Inspection Services for City Capital Improvement Projects, construction of public improvements by private development, and construction activities within the public right-of-way pursuant to and encroachment permit; and

WHEREAS, said Agreement is in an amount not to exceed \$375,000; and

WHEREAS, additional inspection service is required for the public improvements to be constructed at the Market Place Redevelopment Project than was contemplated in said agreement; and

WHEREAS, the hourly rate for inspection services has also increased to account for Prevailing Wage requirements; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this First Amendment; and

WHEREAS, the City has determined that the Consultant is qualified by training and experience to render such services and the Consultant desires to provide such services; and

WHEREAS, the public interest will be served by this First Amendment; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. Section III. B. Compensation and Method of Payment is amended to read as follows:

B. The total amount paid under this Agreement as compensation for services performed and for costs incurred shall not, in any case, exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** except as outlined in Section 2.C above. The amount of compensation for services performed shall be based on actual time and materials billed for the various Task Assignments associated with Projects assigned. One or more Task Assignments with no guaranteed amount or duration may be issued. All

FOR CITY USE ONLY			
Contract #:		CIP #:	
Reso. #:		EPW #:	

Task Assignments shall be authorized in writing by the City with an estimate of the number of hours to be spent on the Task. The compensation will be based upon the hourly rates identified in the WC3 Hourly Rate Schedule attached hereto as Exhibit C-1. Consultant shall be responsible for the cost and expense of all supplies, materials, telephone, telecommunication, facsimile transmission, postage, photocopying, laptop computer with wireless internet access, outside services, transportation, lodging, and meals needed to provide the services under this Agreement.

2. Exhibit C to the original Professional Services Agreement is hereby replaced in its entirety with Exhibit C-1 attached hereto and incorporated by reference.
3. All other terms and conditions of the original Professional Services Agreement shall be unchanged as a result of this First Amendment.

IN WITNESS WHEREOF the City and the Consultant have executed this First Amendment effective as of the date the City Manager executes this First Amendment on behalf of the City.

APPROVED AS TO FORM:

Michael Lewis
CITY ATTORNEY

DATED: _____, 2016

CITY OF EMERYVILLE:

Carolyn Lehr, CITY MANAGER

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WEST COAST CODE
CONSULTANTS, INC.

By: *[Signature]*

Title: PRINCIPAL/CEO

Exhibit C-1

WC³ Hourly Rate Schedule – City of Emeryville

Please note: The project engineer will estimate the hours for the job.

<u>Personnel Description</u>	<u>Hourly Billing Rate</u>
Principal ~ Mr. Giyan Senaratne	\$ 140.00
Clerical Support ~	\$ 50.00
Senior Public Works Inspector ~ Mr. Dennis McGowan ~ Mr. John Vails ~ Mr. Eric Schniderjohn ~ Mr. Andrew Wallace	\$ 134.50

These rates are effective through June 30th, 2017.

Overtime will be charged at 150% of the standard hourly rates. No overtime will be charged without prior authorization by client. **

Outside Consultants - Cost plus 15%

** Hours for in-house services and inspections in excess of 8 hours (per day) will be billed at the overtime rate shown above. When in-house services or inspection overtime is requested on weekends or holidays, these overtime services will be provided in 4-hour minimum segments.

Billing Procedures

At the beginning of each month, West Coast Code Consultants, Inc. (WC³) will furnish to the City of Emeryville an invoice and a statement of the work performed for compensation during the preceding month. Such statement will also include a detailed record of the month's actual reimbursable expenditures.