



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FOURTH AMENDMENT

THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of 07/01/2022 (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **COASTLAND CIVIL ENGINEERING, INC** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated June 6, 2018 ("Contract") for the purpose of retaining the services of Contractor to provide City Engineering Services and capital projects delivery assistance; and

WHEREAS, the City and the Contractor entered into a first amendment of the Contract on July 1, 2019 for purpose of increasing the contract amount and extending the termination date of the contract; and

WHEREAS, the City and the Contractor entered into a second amendment of the Contract on January 26, 2021; and

WHEREAS, the City and the Contractor entered into a third amendment of the Contract on July 1st, 2021; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

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

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*;

OR

FOR CITY USE ONLY

Contract No.	22053E-0417-PW01	CIP No.	N/A
Resolution No.	21-51	Project No.	N/A

City of Emeryville | Professional Services Contract Amendment
REV 06/2020

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-4**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **JUNE 30, 2023**.

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **FORTY FIVE THOUSAND DOLLARS AND NO CENTS (\$45,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **NINE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS AND NO CENTS (\$918,148.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT
FOURTH AMENDMENT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy
2C934D02DB55467...
City Attorney

Dated:

11/06/2022

CITY OF EMERYVILLE

DocuSigned by:
Pedro Jimenez, Acting City Manager
52E50B02CB32478...
City Manager

Dated:

10/18/2022

COASTLAND CIVIL ENGINEERING, INC.

DocuSigned by:
John Wagner
4C58F74CB969414...
John Wagner, CEO (Signature)

Attach: W-9 Form	Attach: Business License Certificate	Attach: Insurance Certificate and Endorsements
		



COASTLAND

SCHEDULE OF HOURLY RATES

July 01, 2022, through June 30, 2023

PROFESSIONAL SERVICES

2022-2023

Principal Engineer	\$220 - \$240/hour
Supervising Engineer	\$190 - \$215/hour
Senior Engineer	\$175 - \$190/hour
Associate Engineer	\$160 - \$175/hour
Assistant Engineer	\$140 - \$160/hour
Junior Engineer	\$130 - \$140/hour
Senior Engineering Technician	\$150 - \$170/hour
Engineering Technician	\$135 - \$150/hour
Engineering Aide	\$110 - \$130/hour
Resident Engineer	\$170 - \$190/hour
Construction Manager	\$155 - \$190/hour
Assistant Construction Manager	\$140 - \$160/hour
Construction Inspector*	\$145 - \$175/hour
Construction Administrator	\$100 - \$110/hour
Building Plan Check Engineer/Architect	\$160 - \$190/hour
Building Official and/or CASp	\$160 - \$190/hour
Supervising Building Inspector	\$165 - \$180/hour
Senior Building Inspector	\$135 - \$160/hour
Building Inspector (I & II)	\$115 - \$135/hour
Supervising Plans Examiner	\$160 - \$180/hour
Senior Plans Examiner	\$135 - \$160/hour
Plans Examiner (I & II)	\$105 - \$135/hour
Supervising Permit Technician	\$135 - \$145/hour
Senior Permit Technician	\$115 - \$135/hour
Permit Technician (I & II)	\$100 - \$120/hour
Administrative	\$100 - \$110/hour
VEHICLE	\$15 - 20/hour
MILEAGE	\$0.68/mile
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.