

FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is effective as of this ____ day of December 2018, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **WEST COAST CODE CONSULTANTS** ("Consultant"), collectively referred to as the "Parties".

W I T N E S S E T H T H A T :

WHEREAS, the City desires to provide plan check, building inspections, and counter coverage services in a timely fashion; and

WHEREAS, the City Council, on June 18, 2018 adopted Resolution No. 18-68 approving an agreement with West Coast Code Consultants (WC³) to provide professional services in plan check, field inspections and project management for the Building Division during fiscal year 2018-2019; and

WHEREAS, it is now necessary to adopt a first amendment to the Professional Services Agreement to increase WC³ contract amount of \$1,056,954 by \$1,198,893 to \$2,255,847 to cover expanded services under the current Professional Services Agreement for unanticipated projects such as Sherwin Williams Buildings B1, B2, C and D, and EmeryStation West/Transit Center tenant improvements; and

WHEREAS, the City wishes to amend the Agreement to increase the compensation necessary to provide the services for these unanticipated projects; 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,

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

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

1. Paragraph III.B of the Agreement, "Compensation and Method of Payment", is hereby amended to increase the total compensation under the Agreement of \$1,056,954 by \$1,198,893 for a total contract amount of \$2,255,847. The paragraph shall now read:

"The total amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall not, in any case exceed **Two Million, Two Hundred Fifty-Five Thousand, Eight Hundred Forty-Seven Dollars (\$2,255,847)** except as outlined in Section II.C above. The compensation

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Contract #:		CIP #:	
Reso. #:		EPW #:	

for services performed shall be computed based upon an hourly rate as set forth in Exhibit A. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service."

2. All other provisions of the Agreement shall remain in full force and effect and this First Amendment shall remain subject to said promises.

Approved as to form:



Michael A. Guina
City Attorney

CITY OF EMERYVILLE

Dated: _____, 20__

Christine Daniel
City Manager

CONSULTANT

Dated: 11/15/2018, 20__

By: 

Its: PRESIDENT / C.E.S.