

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES is effective this 1st day of March, 2024, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and Interwest Consulting Group, Inc., a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant").

R E C I T A L S

WHEREAS, on September 27, 2023, CITY and Consultant entered into an Agreement for on-call building inspection services ("Agreement") in an amount not to exceed \$50,000;

WHEREAS, on February 20, 2024, CITY and Consultant modified the terms of that Agreement related Section 2, "Compensation," and Section 4, "Effective Date and Term," increasing the not-to-exceed amount from \$50,000 to \$130,000 and extending the term through and including June 30, 2025; and

WHEREAS, the parties have agreed to further modify the terms of that Agreement related to Section 2, "Compensation," to incorporate a more comprehensive fee schedule to afford increased flexibility in staffing assignments;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **COMPENSATION.** Section 2 of the Agreement, "Compensation" is replaced in its entirety by the following:

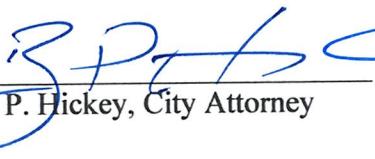
"As full compensation for the satisfactory and timely performance of the Service as specified in Section (1), 'Scope of Services' and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed \$130,000 as follows:

"On a deliverables basis for services rendered, at the hourly rates identified in the Fee Schedule included in Consultant's 'Billing Rates Schedule' effective July 17, 2023, attached as **Exhibit B-AMN#2** and incorporated herein.

"Consultant will be paid Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), 'Billings,' below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal."

2. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

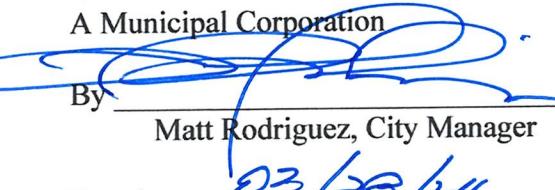
APPROVED AS TO FORM:

By 

Brian P. Hickey, City Attorney

CITY OF SAN PABLO

A Municipal Corporation

By 

Matt Rodriguez, City Manager

Dated 



INTERWEST CONSULTING GROUP, Inc.

By 

Paul Meschino, President

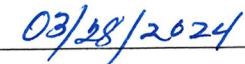
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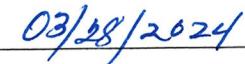


ATTEST:

By 

Dorothy Gantt, City Clerk

Dated 



Attachment:

Exhibit B-AMN#2: Interwest Billing Rates Schedule Effective July 17, 2023

Exhibit B-AMN#2



Billing Rates

Effective July 17, 2023

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification	Hourly Billing Rate
Engineering	
Principal in Charge	\$245
Principal Engineer	220
City Surveyor	215
City Engineer	215
Project Manager	200
Traffic Engineer.....	195
Transportation Engineer	200
Supervising Engineer.....	195
Senior Engineer.....	190
Licensed Land Surveyor	185
Engineering Associate III	155
Engineering Associate II	145
Engineering Associate I	135
Survey Technician	125
Senior Engineering Technician.....	125
Engineering Technician III	125
Engineering Technician II	110
Engineering Technician I	100
Student Trainee	50
Grading Plans Examiner	160

Building Safety Services

Certified Building Official	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect.....	155
Supervising Structural Engineer.....	185
Senior Structural Engineer	175
Senior Plans Examiner.....	140
CASp	125
Inspector IV (Combo)	135
Inspector III	110
Inspector II	100
Inspector I	90
Permit Technician	80
Fire Protection Engineer	155
Senior Fire Plans Examiner.....	130
Fire Plans Examiner / Fire Inspector	120
ICC Building Plans Examiner	120
Senior Code Enforcement Officer	135
Code Enforcement Officer	125
Trainee	75

Construction Management

Construction Manager	175
Assistant Construction Manager	155
Supervising Public Works Observer	170
Senior Public Works Observer	165
Public Works Observer III.....	155
Public Works Observer II.....	140
Public Works Observer I.....	125

Real Estate

Supervising Corporate Broker.....	250
Senior Project Manager	195
Project Manager	175
Senior Acquisition / Relocation Agent	135
Acquisition / Relocation Agent	120
ROW Technician	110
ROW Coordinator.....	95
Administrative Support.....	80

Landscape Design Review Services

Project Manager	175
Senior Landscape Design Reviewer	160
Landscape Design Reviewer.....	145

Landscape Maintenance Inspector	125
Landscape Field Supervisor.....	125

Planning Services

Community Development Director	215
Planning Manager	190
Principal Planner.....	175
Senior Planner.....	160
Associate Planner.....	130
Assistant Planner.....	105
Planning Technician	85

Administrative

Grant Manager.....	160
Grant Writer.....	150
Management Analyst II	120
Management Analyst I.....	110
Senior Administrative	100
Administrative III.....	95
Administrative II.....	90
Administrative I.....	75