

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").

RECITALS

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:

CITY OF SAN PABLO

A Municipal Corporation

By 
Brian P. Hickey, City Attorney

By 
Matt Rodriguez, City Manager

Dated 03/28/24

INTERWEST CONSULTING GROUP, Inc.

By 
Paul Meschino, President

Dated 3/12/24

ATTEST:

By 
Dorothy Gantt, City Clerk

Dated 03/28/2024

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.

Table with 2 columns: Classification and Hourly Billing Rate. Rows include Engineering roles such as 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), and 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