

**SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT
SERVICES BETWEEN THE CITY OF SAN PABLO AND MACK5**

Project No. WIC-DBE / Amendment No. 2

THIS SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT is entered into this 17th day of September, 2018, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and Mack5 ("Consultant").

R E C I T A L S

WHEREAS, on August 2, 2016, CITY and Consultant entered into an Agreement for Construction Management Services to assist in the Design-Build of the WIC Project ("Agreement") and a First Amendment to the Agreement dated October 30, 2017 to extend the term, add additional services and increase the compensation; and

WHEREAS, the parties have agreed to modify the term of that Agreement related to scope of services, compensation, effective date and term, employment practices, and local subcontracting – outreach;

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

1. **SCOPE OF SERVICES**, Section (1) of the Agreement, "Scope of Services" is amended to include the following provision:

"Consultant shall provide continued construction phase services, as well as testing and inspection services for the extended period of the WIC project construction schedule, through completion of construction and close out of the project."

2. **COMPENSATION**, Section (2) of the Agreement, "Compensation" is amended to include the following provision:

"CITY shall pay Consultant an additional seventeen thousand, five hundred dollars (\$17,500.00) for a total compensation not to exceed one hundred ninety thousand, seven hundred and fifty dollars (\$190,750)."

3. **EFFECTIVE DATE AND TERM**, Section (4) of the Agreement, "Effective Date and Term" is amended to include the following provision:

"The parties hereby extend the Term of the Agreement to December 31, 2018."

4. **Employment Practices.**

a. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation (“EDC” at info@sanpabloedc.org or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. “Local Resident” means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with “domiciled” as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

b. **Compliance with Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

5. **Local Subcontracting – Outreach.** Consultant shall contact the San Pablo Economic Development Corporation (the “EDC” at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

[INTENTIONALLY LEFT BLANK]

6. All other terms and conditions of the Agreement shall remain in full force and effect.

APPROVED AS TO FORM:

CITY OF SAN PABLO

A Municipal Corporation

By _____
Lynn Tracy Nerland, City Attorney

By _____
Matt Rodriguez, City Manager

MACK5

By _____
Manil Bajracharya, Principal

ATTEST:

By _____
Elizabeth Pabon-Alvarado, City Clerk

Dated _____