

**FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND ENGINEERING  
CONSULTING SERVICES**

**Project No. 0700 (formerly RUM-CST)**

**THIS FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND  
ENGINEERING CONSULTING SERVICES** is entered into this 16th day of  
September, 2019, by and between the CITY OF SAN PABLO, a municipal  
corporation ("City") and Nichols Consulting Engineers (NCE) ("Consultant").

**R E C I T A L S**

**WHEREAS**, on April 3, 2018, CITY and Consultant entered into an  
Agreement for Design and Engineering Consulting Services ("Agreement"); and

**WHEREAS**, the parties have agreed to modify the term of that Agreement related to  
additional scope of work, additional compensation, and incorporation of Federal-aided project  
provisions;

**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 additional design and engineering services to the City in  
conformance with **Exhibit A of Amendment #1**."

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

"CITY shall pay Consultant an additional Six Hundred Fifty Thousand Four  
Hundred Seventy One Dollars (\$650,471) for a total compensation not to  
exceed One Million Four Hundred Thirty Five Thousand Four Hundred Fifty  
Dollars (\$1,435,451). "

3. **Employment Practices**.

a. **Employment of Local Residents**. Pursuant to the San Pablo Economic  
Opportunity Policy, the Consultant and any subconsultants shall contact the San Pablo Economic  
Development Corporation ("EDC" at [info@sanpabloedc.org](mailto:info@sanpabloedc.org) or 510-215-3200) at least ten  
business days prior to hiring or staffing for fulfillment of the Contract, 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.

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

5. **Federal Funding Requirements.** Since this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as **Exhibit C of Amendment #1**. In the event of a conflict or inconsistency between Exhibit C of Amendment #1, Exhibit D of Amendment #1, if applicable, and this Agreement, Exhibit C of Amendment #1 will control.

☒ This Agreement is subject to federal funding. See Exhibit C of Amendment #1.

☐ This Agreement is not subject to federal funding.

6. **Caltrans Funding Requirements.** Since this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in **Exhibit D of Amendment #1, Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding**. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

✓ This Agreement is subject to funding by Caltrans. See Exhibit D of Amendment #1.

\_\_\_ This Agreement is not subject to funding by Caltrans.

7. 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

**NICHOLS CONSULTING ENGINEERS**

By \_\_\_\_\_  
Margot Yapp, President

**ATTEST:**

By \_\_\_\_\_  
Patricia Ponce, City Clerk

Dated \_\_\_\_\_