

# AGREEMENT AMENDMENT

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620



Amendment#: 1390-A2

## AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND AMS CONSULTING, LLC

THIS SECOND AMENDMENT is made and entered into this 24 day of July, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and AMS CONSULTING, LLC, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section III. COMPENSATION AND PAYMENT of Agreement No. 1390, to read as follows:

"A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A", Scope of Services – revised hourly rates. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. Hourly rates will not be revised for the term of the agreement."

2. Pursuant to Section EXHIBIT "A" SCOPE OF SERVICES. 2. COMPENSATION of Agreement No. 1390, to read as follows:

"CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in the revised Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in the purchase order. The detailed scope of work for each task/project will remain in effect for the term of the approved purchase order setting forth the scope of work and the fee for the scope of work with no hourly increases until the task/project is complete."

3. Pursuant to Section XXII. AGREEMENT TERM of Agreement No. 1390, to read as follows:

"This agreement shall remain in effect for the period of July 1, 2019 through June 30, 2020 unless extended, amended or terminated in writing by City."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 1390 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:

Robert Estimo  
Signature

7/16/19  
Date

Robert Estimo  
Printed name

Project Manager  
Title

87-0761846  
Tax ID#

APPROVED AS TO FORM:

*For* William L. McClure  
William L. McClure, City Attorney

7/23/19  
Date

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson  
Starla Jerome-Robinson, City Manager

7/24/2019  
Date

ATTEST:

Judi A. Herren  
Judi A. Herren, City Clerk

7/25/19  
Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

1. **SCOPE OF WORK** FIRST PARTY agrees to provide consultant services for CITY's Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

2. **COMPENSATION** CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in paragraph five (5) below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

3. **SCHEDULE OF WORK** FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

4. **CHANGES IN WORK -- EXTRA WORK** In addition to services described in Section 1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and CONSULTANT shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Engineering Services Manager.

5. **BILLINGS** FIRST PARTY's bills shall include the following information: A brief description of services performed; The date the services were performed; The number of hours spent and by whom; The current contract amount; The current invoice amount; The FIRST PARTY's signature; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section 2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

**Schedule of Charges 2019**

AMS Consulting can provide Pavement Management, Geographic Information Systems and Asset Management Services to the City of Menlo Park on a hourly basis at the rates below:

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	105.00
Engineer	95.00
Database/GIS Specialist/Programmer	90.00
Rater/ Field Supervisor / QC	90.00
Field Inventory Technician	75.00
Clerical / Word Processing	50.00

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus twelve percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.