

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This First Amendment to Agreement for Consultant Services (the "First Amendment") is made and entered into this 10 day of September, 2018, by and between THE CITY OF PACIFICA, a municipal corporation (hereinafter referred to as "CITY") and **CONSTRUCTION TESTING SERVICES, INC.**, [a corporation] (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, on July 11, 2018, CITY and CONSULTANT entered into that certain agreement entitled "*Agreement for Consultant Services*" ("Agreement") to provide material testing services in connection with the Wet Weather Equalization project in an amount not to exceed \$264,407.00; and

WHEREAS, CITY and CONSULTANT now desire to enter into this First Amendment to provide for CONSULTANT to provide additional material testing services during construction phase of the Wet Weather Equalization Basin project, and increase the Cost Ceiling of the Agreement an additional \$100,820.23 from \$264,407.00 to \$365,227.23; and

AGREEMENT

NOW, THEREFORE, for the considerations hereinafter set forth, the parties hereby amend the Agreement as follows:

1. Exhibit A to the Agreement, describing the Scope of Work, shall be amended as shown in Exhibit A, attached hereto.
2. Section 2.1 of the Agreement, "Compensation" is hereby amended to read as follows:

Compensation. Compensation for the Services shall be in accordance with Exhibit A, Compensation, attached hereto and incorporated herein. It is agreed that the compensation for the Services shall not exceed \$365,227.23 ("Cost Ceiling").

3. Section 3.1 of the Agreement, "Effective Date" is hereby amended to read as follows:

Effective Date. This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed on or before December 31, 2019 (the "Term").

4. **Agreement in Effect.** Except as amended by this First Amendment, the Agreement shall remain in full force and effect.
5. **Counterpart Signatures.** This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

CITY OF PACIFICA

By: _____
Kevin Woodhouse, City Manager

Date _____

Attest

By: _____
Sarah Coffey, City Clerk

Date _____

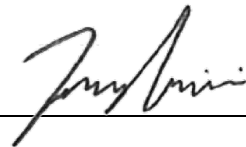
Approved As To Form

By: _____
Michelle Marchetta Kenyon, City Attorney

Date _____

CONSULTANT

CONSTRUCTION TESTING SERVICES, INC.

By:  _____

Date 08/20/18

By: _____

Date _____

EXHIBIT A
SCOPE OF WORK



August, 2018

Louis Sun
City of Pacifica
700 Coast Highway
Pacifica, CA 94044

CTS Job No: 13132

Job Name: Wet Weather EQ Basin

Re: Change Order Request for Additional Services

Dear Mr. Sun,

As you are aware, Construction Testing Services' contract amount will need to be increased on the Wet Weather EQ Basin project for additional services performed outside of our original scope of work.

Additional services have included but not limited to; Overtime in both the field and shops, additional testing of the micro piles, additional observation of epoxy bolts/rebar, and additional observation of the slurry wall.

Original Contract Amount - \$264,407.00

Total Change Order Amount - \$100,820.23

Proposed New Contract Value - \$365,227.23

Best Regards,

Tom Wipfli
Project Manager