

CITY OF FOSTER CITY
CONTRACT AMENDMENT NO. TWO (2)

DATE: November 6, 2023

Account No.: 327-0910-657-4251

PROJECT: LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT
(CIP 327-657)

TO: Wilsey Ham

CHANGE REQUESTED BY: Wilsey Ham and City of Foster City

Wilsey Ham and City agree to amend through this agreement ("Amendment No. 2") dated November 6, 2023 ("Effective Date"), the Professional Services Agreement dated March 31, 2021 ("Agreement"), and associated Amendment No. 1 dated May 1, 2023, pursuant to Section 17 of the Agreement (Amendments) to extend the term identified in Section 2 (Term; Termination) and to amend the not-to-exceed sum identified in Section 3 (Compensation; Expenses; Payment) and replace Exhibit B (Consultant's Fee Schedule) with the new fee schedule attached hereto.

A. Amendment. Section 2(a) only shall hereinafter read in its entirety as follows:

"2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services by December 31, 2024, unless extended at the CITY'S sole discretion."

B. Amendment. Section 3, Shall hereinafter read in its entirety as follows:

"3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of One Hundred Fifty-Eight Thousand Six Hundred and Ninety-Three Dollars (\$158,693) for the original contract and two amendments as shown below.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items

billed.”

ORIGINAL CONTRACT AMOUNT	\$ 44,946
CONTRACT AMENDMENT NO. ONE (1)	\$ 38,100
CONTRACT AMENDMENT NO. TWO (2)	\$ 75,647

Additional work included in Contract Amendment No. 2:

Task 1: Levee As-Built Survey	\$ 15,647
<i>Research and review the Levee Plan Set. Evaluate the areas indicated to survey by Schaaf and Wheeler</i>	
<i>Tie into USGS Primary Project Benchmark “Guano Island 365” near US 92 bridge and run level loop through project to re-establish control</i>	
<i>Survey points on access ramps with GPS</i>	
<i>Survey top levee wall at Stations provided</i>	
<i>Balance levels and Compile Data Sheets</i>	
<i>Quality control and checking survey information</i>	
Task 2: 15 Plat and Legal Technical Reviews	\$ 60,000
<i>Research and review the Levee Project Plan Set provided by Foster City. Evaluate the areas indicated to be conveyed by City’s land consultant</i>	
<i>Review submitted closure calculations</i>	
<i>15 Technical Reviews of Plan and Legal Descriptions – First Submittal</i>	
<i>Second Technical Review of Plat and Legal Descriptions after revisions (if any)</i>	
<i>Meetings/email correspondence and project management</i>	
Subtotal	\$ 75,647
Recommended Amendment No. 2 Amount	\$ 75,647
REVISED CONTRACT AMOUNT	\$ 158,693

C. Amendment. Exhibit B CONSULTANT’S FEE SCHEDULE, referenced in Section 3 of the agreement shall be replaced with the Exhibit B, attached hereto and hereinafter incorporated by reference.

Except as specifically modified herein, all other terms and provisions in the Agreement shall remain unchanged.

We, the undersigned consultant, have given careful consideration to the work proposed

and hereby agree, if this proposal is approved, to provide all equipment, furnish all materials except as may otherwise be noted above, and to perform all services necessary for the work above specified, and to accept and work within and not exceed the Not to Exceed amount herein. All other terms and conditions of the March 18, 2021, Wilsey Ham On-Call Services Agreement, and amendments thereto, remain in full force and effect.

CITY OF FOSTER CITY

CONSULTANT: WILSEY HAM

BRANDON DAVIS DATE
PRESIDENT

APPROVAL RECOMMENDED:

STEFAN CHATWIN DATE
CITY MANAGER

APPROVAL FOR CITY:

JON FROOMIN DATE
MAYOR

ATTEST:

BY:

PRISCILLA SCHAUS
CITY CLERK

APPROVED AS TO FORM

BY:

BENJAMIN L. STOCK
CITY ATTORNEY

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

The compensation to be paid in exchange for the completion of the scope of work identified in Contract Amendment No. 2 shall be paid on a time and materials basis at the rates in the schedule below:

TASK DESCRIPTION	PRINCIPAL ENGR./SRVR.		SR DSGNR SURVEYOR II		DSGNR/SRVY SURVEYOR I		VEHICLE SRVY MATERIALS	REIM-BURSABLE EXPENSES	WH TOTAL LABOR \$	TOTAL ALL \$	WH LABOR TOTAL HOURS
	\$253	HRS	\$181	HRS	\$168	HRS					
1. Single Plat & Legal Review											
1 Research Project, Materials Supplied by FC	253	1	724	4					977	977	5
2 Closure Calculations	253	1	543	3					796	796	4
3 Technical Review Plat & Legal Description 1st Submittal	506	2	181	1	672	4			1,359	1,359	7
4 Second Submittal Review	253	1	362	2					615	615	3
5 Meetings & Management	253	1							253	253	1
Grand Total	1,518	6	1,810	10	672	4			4,000	4,000	20
Times 15										60,000	

Table: 20199

- Notes:**
1. The amounts may vary between tasks and individuals but the Grand Total amount will not be exceeded without approval of the Client.
 2. Total All\$ includes subconsultants and reimbursable costs.
 3. Hourly rates effective through September 30, 2023 and subject to revision annually thereafter.
 4. All positions may not be shown. If a position is not shown the Charge Rate Fee Schedule will govern.

WILSEY HAM FOSTER CITY ON-CALL AGREEMENT SEPT. 21, 2015 2022/2023 CHARGE RATE FEE SCHEDULE

I. CHARGE RATE FEE SCHEDULE

The compensation of Wilsey Ham for work done will be on the basis of an hourly charge rate, plus incurred expenses and will be the sum of all the items set forth below:

A. PERSONNEL SERVICES

Principal Engineer/Surveyor	\$253	Per Hr	Designer/Survey Tech II	\$ 156	Per Hr
Supervising Engineer	253	Per Hr	Designer/Survey Tech I	142	Per Hr
Managing Engineer	219	Per Hr	Cad Operator/Drafter II	130	Per Hr
Senior Engineer/Project Mgr.	207	Per Hr	Designer/Survey Tech	118	Per Hr
Associate Engineer	194	Per Hr	Administrative Assistant	87	Per Hr
Engineer II	181	Per Hr	Technical Assistant	67	Per Hr
Engineer I	168	Per Hr	2 Person Survey Crew	267	Per Hr
Assistant Engineer	156	Per Hr	Contract Personnel	2x	Invoice
Junior Engineer	118	Per Hr	Outside Survey Specialist	181	Per Hr
Senior Designer/Survey Tech	161	Per Hr			

Applicable to the Foster City On-call Agreement of September 21, 2015
Effective through September 30, 2023 and subject to revision annually thereafter.