#### FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement dated April 10, 2020 (the "Agreement") by and between the City of Redlands, a municipal corporation ("City"), and Interwest Consultant Group, Inc. ("Consultant"), is made and entered into this 1st day of September, 2020.

#### **RECITALS**

WHEREAS, it is the desire of City and Consultant to amend their existing Agreement to extend the Agreement's term to October 30, 2021; and

WHEREAS, it is the desire of City and Consultant to amend Article 5.1 of their existing Agreement to increase Consultant's present total compensation of twenty eight thousand dollars (\$28,000), to the amount of fifty five thousand dollars (\$55,000); and

WHEREAS, it is the desire of City and Consultant to amend Exhibit "C" of the Agreement, titled "Fee Schedule," to include the additional cost described in Exhibit "1' which is attached hereto and incorporated herein by reference;

NOW, THEREFORE, City and Consultant agree as follows:

### **AGREEMENT**

- <u>Section 1.</u> Section 4.2 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:
- "4.2 The term of this Agreement shall commence on its Effective Date and shall terminate on October 30, 2021, unless terminated earlier as provided herein."
- <u>Section 2.</u> Article 5 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:
- "5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of fifty five thousand dollars (\$55,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C" titled "Fee Schedule," which is attached hereto and incorporated herein by reference.
- Section 3. The total compensation for Consultant pursuant to Exhibit "C" of the Agreement, titled "Fee Schedule," is hereby amended to include the work that is identified in Exhibit "1."
- Section 4. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of September  $1,\,2020.$ 

CITY OF REDLANDS

INTERWEST CONSULTING GROUP, INC.

Paul W. Foster, Mayor

Ron Beehler, Director

ATTEST:

Jeanne Donaldson, City Clerk

# **EXHIBIT "1"**

## FEE SCHEDULE

Below are the proposed costs services for the City of Redlands Fire Plan Review and Inspection Services, including weed abatement. This proposed cost for services is an addendum to the original that was included with the initial contract.

| Service   | Rate                                |
|---|-------------------------------------|
| Weed Abatement Support Staff  | At a not to exceed rate of \$24,000 |
| New Construction and Existing Building<br>Safety Inspection Services & Plan Review<br>Services  | At a not to exceed rate of \$25,000 |
| Technical code support, consultation, and interpretation services for Redlands Fire Department staff to conduct compliant inspections and appropriate enforcement actions | At a not to exceed rate of \$5,000  |
| Attend New Development/Conceptual Design<br>Meetings at Fire Department Representative  | At a not to exceed rate of \$1,000  |
| Total cost of services  | At a not to exceed rate of \$55,000 |

## SCHEDULE OF HOURLY BILLING RATES

| CLASSIFICATION  | HOURLY BILLING RATE |
|---|---------------------|
| Fire Manager  | \$110               |
| Licensed Fire Plan Review Engineer / Fire Protection Engineer.  | 145                 |
| ICC certified Fire Plans Examiner / Inspector   | 100                 |
| <ul> <li>Note: Interwest staff member with ICC certified Fire Inspector qualifications will be<br/>assigned to the weed abatement support staff functions.</li> </ul>                   |                     |
| Permit Technician   | 65 - 70             |
| Expedited plan reviews will be provided at a rate of 140% of the completed in one half the timeframes proposed for non-expedited plan reviews will be provided at a rate of 140% of the |                     |

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# SCHEDULE OF HOURLY BILLING RATES (CONTINUED)

- Inspection and on-site services provided in excess of regular hours per day, nights and weekends will be invoiced at 140% of the above fees.
- There will be a minimum four (4) hour fee for each day staff are requested to work in the City's office.
- Mileage incurred performing Inspections for the City will be reimbursed at the current IRS rate.

Note: Interwest staff member with ICC certified Fire Inspector qualifications will be assigned to weed abatement support services. Unless approved by City's representative, work hours and timeframes will be standard rates.