

**DRAFT THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND WILSEY HAM, INC. FOR ON-CALL
SERVICES FOR LAND DEVELOPMENT PLAN REVIEW**

This Third Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and WILSEY HAM, INC. ("CONSULTANT").

WHEREAS, on June 12, 2014, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional on-call services necessary for plan review of final maps, review of deed(s) and/or legal plat(s), and related services; and

WHEREAS, on April 6, 2016, CITY and CONSULTANT entered into an Amendment to Consultant Services Agreement whereby the total compensation payable under the Agreement was increased from \$55,000.00 to \$80,000.00; and

WHEREAS, on June 17, 2016, CITY and CONSULTANT entered into a Second Amendment to Consultant Services Agreement whereby the total compensation payable under the Agreement was increased from \$80,000.00 to \$99,000.00; and

WHEREAS, the parties now agree that a Third Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

4. Payment of Fees and Expenses
Replace this section with the following:

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "A-1" entitled "Compensation Schedule." All compensation will be based on monthly billings as provided in Exhibit "A-1." Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. In no event shall the total amount of compensation payable under this agreement exceed the sum of One Hundred Twenty Four Thousand and No/Dollars (\$124,000.00) unless upon written modification of this Agreement.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

WILSEY HAM, INC. ("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

EXHIBIT "A-1"
COMPENSATION SCHEDULE

2016-2017 City of Sunnyvale

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	\$204	Per Hr	Designer/Technician II	\$126	Per Hr
Supervising Engineer	204	Per Hr	Designer/Technician I	115	Per Hr
Managing Engineer/Surveyor	177	Per Hr	Cad Operator/Drafter II	105	Per Hr
Senior Engineer/Project Mgr.	167	Per Hr	Designer/Technician	95	Per Hr
Associate Engineer	157	Per Hr	Administrative Assistant	70	Per Hr
Engineer II	146	Per Hr	Technical Assistant	54	Per Hr
Engineer I	136	Per Hr	2 Person Survey Crew	216	Per Hr
Assistant Engineer	126	Per Hr	Contract Personnel	2x	Invoice
Junior Engineer	95	Per Hr	Outside Survey Specialist	146	Per Hr
Senior Designer	130	Per Hr			

**Effective through June 30, 2017 and subject to no less than a 2% increase annually thereafter as agreed upon by both parties.*

B. Reimbursable Expenses

1. Travel & Transportation Expenses:

- a) Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project, without markup.
- b) Fifty-four cents (\$0.54) per mile, or the current rate allowable set by the Internal Revenue Service for use of company passenger vehicles, and fifteen dollars (\$15.00) per hour for use of vehicles carrying field survey equipment or used for field inspection and supervision.

2. Miscellaneous Expenses:

- a) The cost of materials, supplies, reproduction work, agency filing fees, and other services, including communication expenses, without markup.

C. Outside Services

- a) Invoice cost of services and expenses charged to Wilsey Ham by outside consultants, professional, or technical firms engaged in connection with the order, plus 10% handling charge.