

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
WITH TRANSTECH CORPORATION**

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of June 30, 2022 (“Effective Date”) by and between the City of San Upland, a municipal corporation (“City”) and TRANSTECH Engineers, Inc., a California Corporation (“Consultant”). City and Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated September 27, 2021, for the purpose of providing grant application services (the “Original Agreement”).

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to include additional staff augmentation services and to include additional funds for the performance of the additional staff augmentation services in accordance with the compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section 2 of the Original Agreement. Section 2 of the Original Agreement is hereby amended to read as follows:

“2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$68,000 per year. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of a notice of any disputed fees set forth on the invoice.

d. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). In no event shall the total sum of the agreement (original compensation amount and Additional Work) exceed one hundred eighteen thousand dollars (\$118,000.00). Any additional work in excess of this amount shall be approved by the City Council.

3. Compensation. The compensation for services performed pursuant to this Amendment No. 1 shall not exceed Eight Thousand Dollars (\$8,000), thereby increasing the total not to exceed compensation of the Original Agreement to the amount of Sixty-Eight Thousand Dollars (\$68,000). Work shall be performed at the rates set forth in the Exhibit "A-1".

4. Full Force. Except as amended by this Amendment No. 1, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.


5. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

6. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.


CITY OF UPLAND

APPROVED BY:



Braden Yu,
Director of Public Works

APPROVED AS TO FORM:



Best Best & Krieger LLP
City Attorney

CONSULTANT

TRANSTECH ENGINEERS



Signature
Allen Cayir

Name
President

Title

CITY OF UPLAND

CONSULTANT

APPROVED BY:

TRANSTECH ENGINEERS

Braden Yu,
Director of Public Works



Signature
Allen Cayir

APPROVED AS TO FORM:

Name
President

Title

Best Best & Krieger LLP
City Attorney

EXHIBIT A-1

ADDITIONAL STAFF AUGMENTATION SERVICES

[RATE SHEET ATTACHED]

Following are Fee Rates for 4 Staff Classifications listed in City's RFQ:

a. Permit Technician	\$85
b. Assistant Engineer	\$120
c. Associate Engineer	\$145
d. Senior Engineer	\$195

Following is Transtech's Fee Schedule for all Staff Classifications:

**TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
Effective through June 30, 2022**

ENGINEERING		CONSTRUCTION MANAGEMENT		BUILDING & SAFETY	
Permit Technician	\$90	Labor Compliance Analyst	\$135	Permit Technician	\$85
Engineering Technician	\$95	Funds Coordinator	\$140	Plan Check Technician	\$90
Assistant CAD Drafter	\$115	Utility Coordinator	\$150	Building Inspector	\$110
Senior CAD Drafter	\$135	Office Engineer	\$135	Senior Inspector	\$125
Associate Designer	\$140	Construction Inspector	\$135	Plans Examiner/Checker	\$135
Senior Designer	\$150	Senior Construction Inspector	\$145	Plan Check Engineer	\$150
Design Project Manager	\$185	Construction Manager	\$185	Deputy Building Official	\$150
Assistant Engineer	\$120	Resident Engineer	\$185	Building Official	\$180
Staff/Associate Civil Engineer	\$145	PUBLIC WORKS INSPECTION		PLANNING	
Senior Civil Engineer	\$195	Public Works Inspector	\$135	Community Development Technician	\$90
Traffic Analyst/Technician	\$110	Senior Public Works Inspector	\$145	Planning Technician	\$85
Associate Traffic Analyst	\$130	Supervising PW Inspector	\$160	Assistant Planner	\$120
Senior Traffic Analyst	\$160	SURVEY AND MAPPING		Associate Planner	\$135
Professional Transportation Planner	\$185	Survey Analyst	\$135	Senior Planner	\$155
Traffic Engineer Technician	\$95	Senior Survey Analyst	\$145	Planning Manager	\$195
Associate Traffic Engineer	\$145	2-Man Survey Crew	\$110	ADMINISTRATIVE STAFF	
Traffic Engineer	\$165	Survey & Mapping Specialist	\$175	Administrative/Clerical	\$65
Senior Traffic Engineer	\$185	Licensed Land Surveyor	\$190	Project Accountant	\$80
Project Manager	\$170	FUNDING & GRANT WRITING			
Senior Project Manager	\$185	Funds Analyst	\$130		
Deputy City Engineer	\$160	Senior Funds Analyst	\$140		
City Engineer	\$175	Graphic & Rendering Designer	\$125		
Principal Engineer	\$195	Grant Writer	\$155		
		Funds & Grant Project Manager	\$175		

The rates are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Airport California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistics.



**FEE PROPOSAL
FOR PROFESSIONAL ENGINEERING PLAN CHECK AND STAFF AUGMENTATION**

