

**FIRST AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF
BEAUMONT AND Z&K CONSULTANTS, INC. FOR PROFESSIONAL
ENGINEERING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 17th day of January, 2023, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Z&K Consultants Inc. whose address is 473 E Carnegie Drive, Suite 200, San Bernardino, CA 92400 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This First Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On October 3, 2022, the City and Z&K Consultants, Inc., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for CONSUTLING ENGINEERING SERVICES (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding engineering services and CONTRACTOR has requested that the scope of work should be increased in accordance with the fee schedule as provided in the Proposal dated December 21, 2022, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit “A”.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original agreement, compensation was set at twenty-four thousand, nine hundred dollars (\$24,900). Per this First Amendment, compensation is increased by the maximum amount of seventy five thousand dollars (\$75,000) to be billed in accordance with the Proposal attached hereto as Exhibit “A”, resulting in total compensation under the Agreement not to exceed ninety nine thousand nine hundred dollars (\$99,900).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this First Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

Z&K CONSULTANTS, INC.

By: _____

By: _____

Julio Martinez III, Mayor

Print Name: _____

ATTEST

Title: _____

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

EXHIBIT “A”

PROPOSAL DATED DECEMBER 21, 2022

December 21, 2022

Jeff Hart, PE
Director of Public Works/City Engineer
City of Beaumont
550 E 6th Street, Beaumont, CA 92223

Subject: Cost Proposal for Amendment – Request for Proposals for Consulting Engineering Services

Dear Mr. Hart,

Z&K Consultants based our proposal on the scope of work provided in the Request for Proposals. The hourly rate schedule is a part of the Consulting Engineering Services Proposal. The hourly rates include costs and expenses related to mileage, transportation, cell phone, laptop, tablets, etc. The fee estimate is based on the number of hours staff members are required to perform the required services per week, which will be 3-4 days a week, for an indefinite duration.

Below is a table with the hourly rate schedule.

A – Hourly Rates*

- Senior Project Manager/Senior Engineer.....	\$130
- Assistant Project Manager.....	\$145
- Construction Manager.....	\$145
- Construction Inspector	\$130

*Hourly rates are subject to a 3% per annum. Hourly rate increases will take place on the first day of each year.

Hourly Rates are fully burdened, including all overhead and profit.

All prevailing wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements. This offer shall remain firm for 90 days from the RFP close date. The payment terms shall be net thirty (30) days. Hourly Rates are fully burdened, including all overhead and profit. Z&K Consultants, Inc. does not have any subconsultants for the requested services. All insurance will be in force at time of contract execution.

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City of Beaumont and are committed to the successful completion the City’s important projects.**

Sincerely,



Crystal Fraire, PE, QSD/P | President, Z&K Consultants Inc.
473 E. Carnegie Drive | Suite 200 | San Bernardino, CA 92400
951.310.7470 | cfraire@zandkconsultants.com

