

**AMENDMENT NO. 1 TO
AGREEMENT BETWEEN D.R. BECHTER CONSULTING
AND THE CITY OF MENIFEE FOR
FY2020/21 & FY21/22 ON-CALL CONSTRUCTION INSPECTION SERVICES
(RECOVERABLE)**

This is Amendment No. 1 to that certain AGREEMENT for Professional Services Agreement ("Agreement") made on between the City of Menifee ("City") and **D.R. BECHTER CONSULTING** ("Consultant") for **FY2020/21 & FY21/22 ON-CALL CONSTRUCTION INSPECTION SERVICES (RECOVERABLE)** which Amendment No. 1 is made and entered into on _____, **2021** to increase the scope of work and compensation amount as indicated below:

1. Section 1.1, "Term of Services" is amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on the **July 1, 2020** and shall end on **June 30, 2022** unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

2. Section 1.6, "Covid-19 Safety" is included to read as follows:

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

3. Section 2, "Compensation" is amended to increase the maximum compensation by **\$110,000.00 (TWO HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS)**, and is amended to read as follows:

Section 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **\$328,000.00 (THREE HUNDRED TWENTY EIGHT THOUSAND DOLLARS AND ZERO CENTS)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

4. Exhibit A, Scope of Services is supplemented to include **Amendment No. 1- Exhibit A: FY2020/21 & FY21/22 ON-CALL CONSTRUCTION INSPECTION SERVICES**, which is

attached as Exhibit A hereto. "Amendment No. 1- Exhibit A: FY2020/21 & FY21/22 ON-CALL CONSTRUCTION INSPECTION SERVICES" is not intended to replace the original Exhibit A to the Agreement, but instead to updates the facility sites and compensation amount listed in the original Exhibit A to the Agreement.

5. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF MENIFEE

D.R. BECHTER CONSULTING

Armando G. Villa, City Manager

Danis Bechter, President

Attest:

Danis Bechter, Secretary

Sarah A. Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

**Amendment No. 1- Exhibit A: FY2020/21 & FY21/22 ON-CALL CONSTRUCTION
INSPECTION SERVICES**

Consultant shall provide the following services:

- Comprehensive On Call Construction Inspection Services

extended to include Fiscal Year 2021/22 (July 1, 2021 through June 30, 2022) at the hourly rate established in the originally executed agreement.