

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES FOR DESIGN REVIEW CONSULTING SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("First Amendment") by and between the **CITY OF CARSON**, a California municipal corporation ("City") and **RRM DESIGN GROUP** a California Corporation ("Consultant") is effective as of the ____ day of June, 2017.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated September 1, 2015 ("Agreement") whereby Consultant agreed to provide design review consulting services (the "Services") for a one year term for the contract sum of \$60,000, with two optional Extended Terms of one year each.

B. By a letter dated July 7, 2016, City exercised its option for the First Extended Term, extending Consultant's Services through August 31, 2017.

C. City now desires to amend the Agreement to exercise its option for the Second Extended Term, extending Consultant's Services through August 31, 2018.

D. City has budgeted Consultant's Services at \$60,000 per year over the Term of the Agreement and each of the Extended Terms, for a total amount of \$180,000. As of the date of this Amendment, only \$60,000 has been authorized by the City Council for the Term and First Extended Term. The City anticipates an increase in the frequency of Consultant's Services over the Second Extended Term, which will require expenditure of the remainder of the funds budgeted for the Services, i.e., \$120,000.

E. City and Consultant also desire to amend the Agreement to provide for additional services in an amount not to exceed \$50,000. This Amendment No. 1 will therefore increase the maximum contract sum to \$230,000 (\$180,000 for the three years of the Agreement, plus \$50,000 for the additional services).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. **Section 2.1 of the Agreement, entitled "Contract Sum," shall be amended to read as follows:**

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for such expenses, shall not exceed ~~Sixty Thousand Dollars (\$60,000)~~ ***Two Hundred and Thirty Thousand Dollars***

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(\$230,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

B. Section 3.4, of the Agreement, entitled "Term," shall be amended to read as follows:

"Term & Extended Term(s). Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services requested by City, but not exceeding one (1) calendar year from the date hereof, except as otherwise provided in the "Schedule of Performance." The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the Term of this Agreement for up to a maximum of two (2) one-year extended terms (an "Extended Term"). City ~~shall exercised~~ its right to ~~extend the Term of the Agreement by providing Contractor with written notice of its intent to extend the Term or any~~ *the first* Extended Term of this Agreement *by providing Consultant with a letter to that effect on July 7, 2016, i.e.,* not less than forty-five (45) calendar days prior to the expiration of the Term, ~~which~~ *Any* extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged.

The term of this Agreement is hereby extended from September 1, 2017 through August 31, 2018."

C. Exhibit "A" of the Agreement, entitled "Scope of Services," shall be amended to add the following tasks:

A-4.1 Architectural services will be offered to program participants to assist in the development of concept designs and plans for commercial improvements, site design improvements, landscaping enhancements and other property improvements. The basic services shall include the preparation of schematic design drawings and preliminary designs for commercial, office and industrial property improvement in accordance with the City's zoning and design standards. Services shall include, but are not limited to:

A-4.2 Inspection of prospective participant(s) property with City staff to determine and provide eligible property improvement recommendations consistent with the program guidelines;

A-4.3 Provide a list of recommended improvements with estimated preliminary construction costs consistent with applicable city codes, zoning and submittal requirements:

A-4.4 Prepare preliminary architectural plans including three elevations, a site plan, a floor plan (if applicable), and landscaping plan (if applicable);

A-4.5 Prepare signage design plans;

A-4.6 Provide technical assistance to program participant(s) in the permitting and plan approval process;

A-4.7 Meet and confer with City staff and participant(s) as necessary to complete projects;

”

D. Exhibit “C” of the Agreement, entitled “Schedule of Compensation,” is replaced with the following:

“I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

II. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed \$ 230,000, as provided in Section 2.1 of this Agreement.”

IV. Consultant’s billing rates for Services are attached as Exhibit “No. 1” to this First Amendment.

E. Exhibit “D” of the Agreement, entitled “Schedule of Performance,” is amended to read as follows:

“Contractor shall perform all ~~services~~*Services A-1 through A-3* timely in accordance with the following schedule:

Activity	Responsible Party	Number of Hours	Deadline
Provides application materials to RRM. Minimum submittals for review include: aerial photograph/vicinity map, site photographs, site plan, floor plan, elevations, landscape plan, colors/materials samples.	City of Carson	N/A	N/A
Review application materials & teleconference with staff to determine key issues and identify existing development surrounding the proposed project.	RRM	10	7 days from submittal to RRM
Prepare memo with specific design recommendations and comments. May include one overlay sketch, if warranted to fully explain the direction and level of required detail.	RRM	16	14 days from submittal to RRM
Site visits, meetings with applicants, Planning Commission meetings upon request.	RRM	12-16 hours as needed	TBD by City’s Contract Officer

Consultant shall perform all Services A-4.1 through A-4.8 the on an on-call basis (“On-Call Services”). Consultant shall establish a schedule of performance for each task upon request of the Contract Officer. Consultant will proceed with each On-Call Service task upon approval of the schedule of performance by the Contract Officer and receipt of a Notice to Proceed. Consultant shall perform all On-Call Services timely based on the approved schedule of performance for each task.”

2. **Continuing Effect of Agreement.** Except as amended by this First Amendment all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this First Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this First Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this First Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[EQG]

CONSULTANT:

RRM DESIGN GROUP, a California corporation

By: _____
Name: Eric B. Justesen
Title: CEO

By: _____
Name: John B. Wilbanks
Title: Principal

Address: _____ 3765 Higuera Street

Suite 102

San Luis Obispo, CA 93401

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">DATE OF DOCUMENT</div> _____ _____
	SIGNER(S) OTHER THAN NAMED ABOVE

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<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

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Exhibit No. 1

Rate Schedule

Bill Rate Ranges

Subject to change effective March 1st each year

Accountant	\$ 75 - \$ 140
Accounting Specialist	\$ 50 - \$ 85
Accounting Technician	\$ 40 - \$ 65
Administrative Assistant	\$ 50 - \$ 105
Agency Coordinator	\$ 55 - \$ 105
Architect	\$ 90 - \$ 150
Assistant Designer	\$ 65 - \$ 95
Assistant Manager of Architecture	\$ 120 - \$ 180
Assistant Planner	\$ 65 - \$ 95
Associate Designer	\$ 75 - \$ 115
Associate Planner I	\$ 75 - \$ 115
Associate Planner II	\$ 85 - \$ 120
Billing Specialist	\$ 45 - \$ 85
Business Development Coordinator	\$ 80 - \$ 125
Business & Project Development Manager	\$ 95 - \$ 140
Chief Executive Officer	\$ 170 - \$ 315
Chief Operations Officer	\$ 150 - \$ 280
Construction Inspector	\$ 105 - \$ 150
Controller	\$ 110 - \$ 245
Design Director	\$ 130 - \$ 205
Designer - Landscape Architecture	\$ 85 - \$ 120
Designer I - Architecture	\$ 65 - \$ 100
Designer I - Engineering	\$ 45 - \$ 80
Designer II - Architecture	\$ 75 - \$ 110
Designer II - Engineering	\$ 60 - \$ 100
Designer III - Architecture	\$ 85 - \$ 145
Designer III - Engineering	\$ 75 - \$ 125
Engineer I	\$ 75 - \$ 120
Engineer II	\$ 90 - \$ 140
Facilities Coordinator	\$ 45 - \$ 80
Facilities Supervisor	\$ 60 - \$ 105
File Clerk	\$ 30 - \$ 60
Graphic Designer	\$ 75 - \$ 125
Human Resources Assistant	\$ 45 - \$ 80
Human Resources Generalist	\$ 70 - \$ 125
Information Technology Assistant	\$ 45 - \$ 80
Information Technology Technician	\$ 60 - \$ 105
Information Technology Server/LAN Administrator	\$ 80 - \$ 140
Interior Designer I	\$ 50 - \$ 90
Interior Designer II	\$ 65 - \$ 105
Intern	\$ 35 - \$ 65
Job Captain	\$ 85 - \$ 145
Landscape Architect	\$ 80 - \$ 120
Land Surveyor	\$ 105 - \$ 160
Manager of Architecture	\$ 135 - \$ 230
Manager of Engineering Services	\$ 150 - \$ 245
Manager of Human Resources	\$ 100 - \$ 160

Manager of Information Technology	\$ 110 - \$ 195
Manager of Landscape Architecture	\$ 135 - \$ 230
Manager of Marketing	\$ 100 - \$ 160
Manager of Planning	\$ 135 - \$ 230
Manager of Surveying	\$ 140 - \$ 210
Marketing Assistant	\$ 45 - \$ 80
Marketing Coordinator	\$ 60 - \$ 105
Office Coordinator	\$ 65 - \$ 115
Party Chief	\$ 90 - \$ 150
Principal	\$ 165 - \$ 280
Principal Landscape Architect	\$ 120 - \$ 210
Principal Planner	\$ 120 - \$ 210
Project Accountant	\$ 65 - \$ 125
Project Administrator	\$ 70 - \$ 115
Project Architect	\$ 100 - \$ 160
Project Engineer	\$ 105 - \$ 160
Project Manager - Architecture	\$ 95 - \$ 160
Project Manager - Engineering	\$ 130 - \$ 220
Receptionist	\$ 40 - \$ 80
Recruiter	\$ 70 - \$ 125
Senior Architect	\$ 125 - \$ 185
Senior Designer - Architecture	\$ 100 - \$ 170
Senior Designer - Engineering	\$ 95 - \$ 160
Senior Designer - Landscape Architecture	\$ 100 - \$ 155
Senior Interior Designer	\$ 80 - \$ 130
Senior Land Surveyor	\$ 120 - \$ 185
Senior Landscape Architect	\$ 100 - \$ 155
Senior Marketing Coordinator	\$ 80 - \$ 130
Senior Party Chief	\$ 105 - \$ 170
Senior Planner	\$ 100 - \$ 155
Senior Project Engineer	\$ 125 - \$ 205
Senior Project Manager - Architecture	\$ 125 - \$ 215
Supervisor of Surveying	\$ 125 - \$ 195
Survey Technician I	\$ 50 - \$ 90
Survey Technician II	\$ 60 - \$ 115
Survey Technician III	\$ 75 - \$ 140

Survey Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390

PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490