

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BELL** ("City") and **INTERWEST CONSULTING GROUP**, a California corporation ("Contractor") is effective as of the 18th day of July, 2012.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated December 13, 2011 ("Agreement") whereby Contractor agreed to provide City Engineering Services as described in the Scope of Services (Exhibit A) attached herein.

B. The City has not kept up with the budgeted Capital Improvement Projects ("CIP") for Fiscal years of 2009-2010, 2010-11 and the first half of Fiscal Year 2011-12 where very few CIP projects were undertaken and completed. Beginning January 2012, the City assessed the lists of CIP projects and the infrastructure needs of the City and determined that the City needs to accelerate the construction of the CIP Projects in order to meet the timeline for the restricted transportation funding requirements. As a result, the City desires to increase the contract amount for the Contractor in order to allow Contractor to: 1) design and prepare detailed, construction plans and perform contract management of additional CIP projects; 2) prepare other needed special studies that develop solutions to comply with the American Disability Act ("ADA") improvements studies; and 3) prepare various traffic studies to comply with funding requirements and annual reporting requirements for water quality and sanitary sewer overflow management plans.

C. City and Contractor now desire to amend the Agreement to include compensation for additional task orders in an amount not to exceed \$401,650 for second half of Fiscal Year 2011/12 and not to exceed \$1,000,000 each year for Fiscal Years 2012-13, 2013-14 and 2014-15 to the original Contract Amount. Section 2.6 on Compensation Task Order for City Engineer Services of the original Agreement is modified and revised as follows.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

Section 2.1 of the Agreement is hereby amended as follows:

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor 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 actual expenses, for General City Engineer Services shall not exceed \$22,800 between December 14, 2011 and June 30, 2012, and \$45,600 for each subsequent fiscal year, for a total of \$159,000 for the Contract Term established in Section 3.5 (the "Contract Sum"). The total compensation, including reimbursement for actual expenses, for Task Order City Engineer Services, as described in Exhibits "B" and "C", shall not exceed \$401,650 between 2011 and June 2012, and \$1,000,000 for each subsequent fiscal year, for a total of \$3,560,650 during the Contract Term for the three and half (3½) years to June 2015 ("Task Order Sum").

Section 2.6 of the Agreement is hereby amended as follows:

2.6 Compensation for Task Order City Engineer Services.

The City expects to assign Contractor to perform specialized City engineering services funded from accounts other than the General Fund, pursuant to separate written task orders issued by the City Manager or his designee ("Task Order City Engineer Services") prior to the commencement of the work specified in the task order. Task Order City Engineering Services must be from the following listed projects which shall be revised annually. The specific tasks will vary depending on the project. Contractor shall have no claim for compensation for any services or work which has not been authorized in writing by the City Manager or his Designee and is not a task within the below listed anticipated projects:

| | Approved Task Orders Dec. 2011 – Jun. 2012 | Anticipated Assigned Task Orders for each of next 3 FY |
|--|---|--|
| General Fund | \$ 20,000 | \$ 40,000 |
| Sanitation (NPDES) | \$ 15,000 | \$ 50,000 |
| Sewer | \$ 12,000 | \$140,000 |
| CRA (Successor Agency) | \$ 17,900 | \$0 |
| CDBG | \$0 | \$ 30,000 |
| Grant Projects | \$ 13,000 | \$ 65,000 |
| Lighting and Landscape | \$ 10,000 | \$ 24,000 |
| Measure R | \$0 | \$ 95,000 |
| Gas Tax (Including Prop 1B) | \$120,000 | \$363,000 |
| Proposition C | \$0 | \$183,000 |
| I-710 Corridor Project Review (one time) | \$0 | \$ 75,000 (2012 only) |
| Staff Augmentation (Contract Manager) | \$ 34,000 | \$ 37,000 |

| | Approved Task Orders Dec 2011 – Jun 2012 | Anticipated Assigned Task Orders for each of next 3 FY |
|---|---|--|
| Staff Augmentation (Building Inspector) | \$ 6,750 (May & June 2012) | \$ 8,000 (July & August 2012) |
| Development (On Demand-Developer's deposits) | \$ 25,000 | \$ 30,000 |
| | | |
| Total Required | \$401,650 | \$1,000,000 |
| Total Current Contract | \$ 90,300 | \$ 180,600 |
| Total Contract Amendment Requested | \$401,650 | \$1,000,000 |

Subject to Section 2.6 of this Agreement, upon receipt of a Task Order City Engineer Services, Contractor shall establish a project budget for same indentifying 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 the completion date, then the phases of the performance and percentage of payment due shall also be shown in the project proposal. The Task Orders, project budget and schedules must be approved in writing by the City Manager.

The above amounts for each project are estimated amounts and the City Manager or his Designee have authority to allocate and switch funds from one project to another project, provided the total Task Order Sum does not exceed the maximum amount allowed under section 2.1 of this Amendment.

The following Exhibits are amended:

- (a) Compensation (Exhibit C)
- (b) Compensation – Fee Schedule (Exhibit C-1) - Expanded on the fee schedule for additional types of professions

These exhibits amend the existing exhibits pertain to the additional services performed hereunder.

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor 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.

Contractor represents and warrants to City that, as of the date of this 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 Contractor that, as of the date of this Amendment, Contractor 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 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 FOLLOWING PAGE]

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

CITY:

CITY OF BELL



Doug Willmore, City Manager

ATTEST:



Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



David Aleshire, City Attorney

CONTRACTOR:

INTERWEST CONSULTING GROUP

By: 

Name: Terry J. Rodrigue, PE
Title: Principal

By: _____

Name:

Title:

Address: 15061 Springdale St.
Suite 205
Huntington Beach, CA 92649

Two signatures are required if a corporation

NOTE: CONTRACTOR'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 DEVELOPER'S BUSINESS ENTITY.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On INSERT ____, 2012, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Notary Signature

(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On INSERT ____, 2012, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Notary Signature

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. General Administrative Functions:

1. Be available to consult with staff on all matters relating to engineering.
2. Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interest and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.
3. Be available to the public and private developers to handle matters dealing with the engineering functions of City government.
4. Attend Council, Commission, and Committee meetings as requested by the City Manager.
5. Direct other contract engineering services to assure compatible and timely response to City needs.
6. Maintain, at City Hall, municipal engineering records and maps required to insure accurate information is available to the City and public.
7. Prepare reports, investigations, studies and evaluations as may, from time to time, be required and directed by the City Manager or his/her designee.
8. Perform other engineering related functions as directed by the City Manager or his/her designee.
9. Advise the City Manager or his/her designee as to engineering and construction financing available from other government agencies and, when directed, prepare and initiate applications for funding. Also, serve as Resident Engineer when required pursuant to Caltrans/Federal requirements.
10. Provide technical assistance for City personnel when so directed.
11. Provide for enforcement of engineering related City Ordinances.
12. Provide inspection services for investigations of engineering related complaints and conditions.
13. Assist clerical staff in management of records relating to engineering. Serve as liaison to the City Clerk for engineering related matters. Provide public information regarding municipal engineering matters.
14. Assist City personnel in the preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management
15. Solicit proposals for capital improvement project design work.
16. Assist the City Manager in the review and evaluation of bid submittals.
17. Advise the City Manager or his/her designee as to engineering and construction financing available from other government agencies and, when directed, prepare and initiate applications for funding. Also, serve as Resident Engineer when required pursuant to Caltrans/Federal requirements.
18. Advise the city on National Pollution Discharge Elimination System (NPDES) compliance.

19. Provide four (4) hours of public counter or inter-office services per week to assist with the evaluation and/or processing of utility excavation permits, grading plans, subdivision maps and other engineering related issues.

B. Development Review Functions:

1. Review proposed improvements and land development and provide recommendations as to engineering matters to ensure conformance with City Ordinances and State Law.
2. Perform statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City Ordinances.
3. Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for first plan check after the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final map or final map deficiencies within thirty (30) days, specifying those items needed to complete the application.
4. Establish performance, labor and material bond amounts when required and insure the posting of such securities and other development fees within the proper time sequence of such development control.
5. Provide such necessary and related functions as are normal practice of the City Engineer in control of private development.

III. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "C"
COMPENSATION

- I. Contractor will be compensated for General City Engineer Services according to the following billing rate, and any Task Order City Engineer Services, as described in Section II. below, will be billed at the rates shown in attached Exhibit C-1:

| | |
|---|----------------|
| City Engineer (for first 10 hours per week) | \$95 per hour |
| City Engineer (for each hour exceeding 10 per week) | \$125 per hour |

General City Engineer Services means those services funded by the City's General Fund.

- II. In addition to General City Engineer Services, the City Engineer shall perform Task Order City Engineer Services funded from accounts other than the General Fund. Such services may include, without limitation, the preparation of annual assessments for the City's assessment districts and the design and management of capital projects with specific project accounts and funding.
- III. The City will compensate Contractor for General City Engineer Services and Task Order City Engineer 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.
 - E. In addition, each Task Order City Engineer Service shall be memorialized by a separate invoice, to be submitted monthly, and including, in addition to the information in subparagraphs A. through D. above, an identification of the project which is the subject of the Task Order City Engineer Service and the project account number.

The total compensation, including reimbursement for actual expenses, for General City Engineer Services shall not exceed \$22,800 between December 14, 2011 and June 30, 2012, and \$45,600 for each subsequent fiscal year, for a total of \$159,000 for the Contract Term established in Section 3.5 (the "Contract Sum"). The total compensation, including reimbursement for actual expenses, for Task Order City Engineer Services, as described in Exhibits "B" and "C", shall not exceed \$401,650 between 2011 and June 2012, and \$1,000,000 for each subsequent fiscal year, for a total of \$3,560,650 during the Contract Term for the three and half (3½) years to June 2015.

EXHIBIT "C-1"
COMPENSATION

City of Bell
Fee Schedule

| Classification | Hourly Billing Rate | |
|---|----------------------------|--------|
| Public Works | | |
| City Engineer (for first 10 hrs/wk) | \$ | 95.00 |
| City Engineer (for each hr exceeding 10 hrs/wk) | \$ | 125.00 |
| Traffic Engineer | \$ | 120.00 |
| Assistant City Engineer | \$ | 120.00 |
| Senior Engineer/Senior Project Manager | \$ | 120.00 |
| Engineering Associate III/Project Manager | \$ | 110.00 |
| Engineering Associate II/Project Engineer | \$ | 105.00 |
| Engineering Associate I | \$ | 100.00 |
| Engineering Technician III | \$ | 90.00 |
| Engineering Technician II | \$ | 80.00 |
| Engineering Technician I | \$ | 70.00 |
| Storm Water Engineer | \$ | 110.00 |
| Land Development Engineer | \$ | 110.00 |
| Senior Transportation Planner | \$ | 115.00 |
| Associate Transportation Planner III | \$ | 110.00 |
| Associate Transportation Planner II | \$ | 105.00 |
| Associate Transportation Planner I | \$ | 100.00 |
| Senior Construction Manager | \$ | 105.00 |
| Construction Manager III | \$ | 95.00 |
| Construction Manager II | \$ | 85.00 |
| Construction Manager I | \$ | 75.00 |
| Public Works Observer III | \$ | 85.00 |
| Public Works Observer II | \$ | 75.00 |
| Public Works Observer I | \$ | 65.00 |
| Real Estate | | |
| Senior Real Property Agent | \$ | 120.00 |
| Real Property Agent III | \$ | 110.00 |
| Real Property Agent II | \$ | 100.00 |
| Real Property Agent I | \$ | 90.00 |
| Real Property Assistant | \$ | 80.00 |
| GIS | | |
| GIS Manager | \$ | 120.00 |
| Senior GIS Analyst | \$ | 120.00 |
| GIS Analyst III | \$ | 115.00 |
| GIS Analyst II | \$ | 110.00 |
| GIS Analyst I | \$ | 95.00 |
| GIS Assistant | \$ | 85.00 |

EXHIBIT "C-1"
COMPENSATION
(Continued)

| | | |
|-----------------------|----|--------|
| Architectural | | |
| Senior Architect | \$ | 120.00 |
| Architect | \$ | 115.00 |
| Landscape Architect | \$ | 110.00 |
| Associate Architect | \$ | 105.00 |
| Architect Assistant | \$ | 100.00 |
| | | |
| Administrative | | |
| Administrative II | \$ | 50.00 |
| Administrative I | \$ | 45.00 |
| Student Intern | \$ | 35.00 |
