

A G R E E M E N T

AGREEMENT AMENDING THE PROFESSIONAL AND TECHNICAL SERVICES AGREEMENT FOR COMPREHENSIVE PUBLIC FACILITIES FINANCING PROGRAM

This AGREEMENT, made and entered into this 22nd day of March, 1993, by and between the City of Beaumont, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as "CITY", Urban Logic Consultants, a General Partnership under the laws of the State of California with a mailing address of 40025 Amberley Circle, Temecula, California 92591, hereinafter referred to as "CONSULTANT", Trans-Pacific Consultants, a California corporation located at 27447 Enterprise Circle West, Temecula, California 92590, hereinafter referred to as ENGINEER, George McFarlin, Esq., 2010 Main Street, Suite 1130, Irvine, California 92714, and David Taussig and Associates, 1301 Dove Street, Suite 600, Newport Beach, California 92660.

W I T N E S S E T H

WHEREAS, CITY has been in the process of establishing a Comprehensive Public Facilities Financing Program and Community Facilities District No. 93-1, hereinafter referred to as "PROGRAMS", with the assistance of a professional consulting services team; and

WHEREAS, Principals of CONSULTANT as employees of ENGINEER have served the CITY well and have been primarily responsible for the progress made in regard to the PROGRAMS; and

WHEREAS, CITY has the desire to maintain continuity of personnel in the execution of these vital PROGRAMS; and

WHEREAS, CITY desires to contract for such services with a private consulting firm which employs the necessary principals with the appropriate background and talents to accomplish the administrative, management, urban planning and environmental tasks required for the successful implementation of the PROGRAMS; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, CITY wishes to retain CONSULTANT for the performance of said services necessitating modification of the agreement with Trans-Pacific Consultants, David Taussig and Associates, and George McFarlin, executed by the Mayor of the City of Beaumont on November 13, 1992, hereinafter referred to as "ORIGINAL AGREEMENT";

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the CITY and CONSULTANT agree as follows:

CITY does hereby cause the ORIGINAL AGREEMENT for the PROGRAMS to be amended to facilitate appointment of CONSULTANT in a contractual capacity in accordance with the amendments to the ORIGINAL AGREEMENT and terms and conditions hereinafter set forth:

I. AMENDMENTS TO ORIGINAL AGREEMENT

ARTICLE I
DESIGNATED CONTACTS AND CONSULTANT TEAM

ARTICLE I is hereby amended to indicate that the ENGINEERING CONTRACT MANAGER for Phases I, II, and III shall be: David W. Dillon and Ernest A. Egger of CONSULTANT.

ARTICLE II
PROJECT DESCRIPTION

ARTICLE II is hereby amended to indicate that ENGINEER and CONSULTANT TEAM shall provide services under the direction of CONSULTANT.

ARTICLE III
COOPERATIVE AGENCIES

ARTICLE III shall remain unchanged.

ARTICLE IV
CONDITIONS

ARTICLE IV is hereby amended in such a manner as to also name CONSULTANT in Section B, Assignment; Section C, Subcontracts; Section D, Modifications; Section E, City Directives; Section F, Liability and Indemnification; Section G, Quality Control; Section I, Additional Services; Section J, Disputes; Section K, Termination Without Cause; Section L, Termination for Lack of Performance; Section M, Insurance; Section N, Conflict of Interest; Section O, Legal Compliance; Section P, Nondiscrimination; Section Q, Review and Inspection; Section R, Record Retention/Audits; Section S, Ownership of Data; Section T, Confidentiality of Data; and Section U, Funding Requirements.

ARTICLE V
PERFORMANCE

ARTICLE V is hereby amended in such a manner as to also name CONSULTANT in Section A, Performance Period; Section B, Time Extensions; and Section C, Reporting Progress.

**ARTICLE VI
COMPENSATION**

ARTICLE VI is hereby amended in such a manner as to also name CONSULTANT in Section A, Work Authorization; Section B, Basis of Compensation; and Section C, Progress Payments.

**ARTICLE VII
APPROVALS**

ARTICLE VII is hereby amended to include signature and approval provisions for CONSULTANT's principals.

**APPENDIX A
SCOPE OF SERVICES**

APPENDIX A is hereby amended to indicate that CONSULTANT is designated by CITY as Principal Consultant responsible for directing activities of ENGINEER and CONSULTANT TEAM. Accordingly, modifications are hereby made to properly reflect the appointed role of CONSULTANT in Section I, Consultant Team and Subconsultants; Section II, Project Services; Section III, Standards; Section IV, Quality Control; Section V, Key Personnel; and Section VI, Coordination.

**APPENDIX B
BUDGET**

APPENDIX B is hereby amended to also name CONSULTANT consistent with the CONSULTANT's appointed role. The following work products and related compensation are hereby assigned from ENGINEER to CONSULTANT:

1. Phase I.A, Public Facilities Policy Framework: \$15,000.
2. Phase II.A, Comprehensive Public Facilities Financing Plan: \$65,000
3. Phase II.C, Program Environmental Impact Report: \$75,000, plus an estimated \$25,000 for technical subconsultants.
4. Phase II.D, Project Study Reports and Environmental Assessments for Interchanges to Highway 60 and Interstate 10: \$100,000, plus an estimated \$25,000 for technical subconsultants.
5. Phase III, Project Implementation: Items B.1, Environmental and Planning, and B.3, Project Management: Time and materials, not to exceed 3.0 percent and 0.5 percent of the confirmed construction costs, including contingency, respectively.

APPENDIX C
ENGINEER AND CONSULTANT TEAM
CURRENT HOURLY RATE SCHEDULES

APPENDIX C is hereby amended to include CONSULTANT's Current Hourly Rate Schedule, attached hereto as Exhibit A.

II. COMPENSATION TO CONSULTANT

The fees in full compensation to CONSULTANT for the services rendered shall be consistent with the amendments to the ORIGINAL AGREEMENT as set forth in this Agreement. For Additional Services as set forth in Article IV, Section I, of the ORIGINAL AGREEMENT, compensation shall be in accordance with the Hourly Rate Schedule attached to this Agreement as Exhibit "A", or based upon a negotiated fixed fee rate.

III. TERMINATION

This Agreement may be terminated by CITY or CONSULTANT with or without cause, with minimum written notice of 60 days. In the event of such termination, CONSULTANT shall be compensated for such services up to the point of the effective date of the termination.

IN WITNESS HEREOF, CITY, CONSULTANT, ENGINEER, George McFarlin, Esq. and David Taussig and Associates have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF BEAUMONT

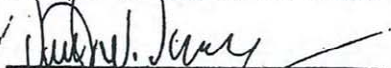

Jan Leja, Mayor


Julie W. White (Deputy)
City Clerk




URBAN LOGIC CONSULTANTS

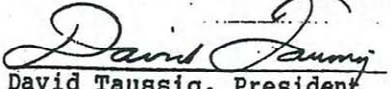

Ernest A. Egger, Principal


David W. Dillon, Principal

TRANS-PACIFIC CONSULTANTS, INC.


Won S. Yoo, President

DAVID TAUSSIG & ASSOCIATES


David Taussig, President

BOND COUNSEL

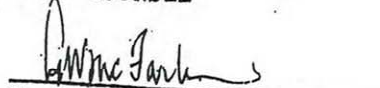

George McFarlin, Esq.

EXHIBIT "A"
HOURLY RATE SCHEDULE
URBAN LOGIC CONSULTANTS

PROFESSIONAL SERVICES:

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$100.00
Senior Associate	80.00
Associate	70.00
Administrative Assistant	55.00
Executive Secretary	35.00
Secretary	30.00

DIRECT SERVICES AND REIMBURSABLE COSTS:

Professional Sub-Consultant Services; Actual cost plus 15%
Document Reproduction and Copying: Actual cost plus 15%
Blue Prints: \$2.50 per sheet
Vehicle Mileage: \$0.32 per mile

Consultation in connection with litigation and court testimony
will be quoted separately on an individual basis.

The above rates remain in effect through December 31, 1993.