

Contract No. 94-15

ORIGINAL

AGREEMENT

**AGREEMENT AMENDING THE
AGREEMENT FOR PLANNING, ECONOMIC DEVELOPMENT
AND PUBLIC WORKS SERVICES**

This AGREEMENT, made and entered into this 11th day of April, 1994, by and between the City of Beaumont, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as "CITY" and Urban Logic Consultants, Inc., a corporation under the laws of the State of California with mailing address of 27463 Enterprise Circle West, Temecula, California 92590, hereinafter referred to as "CONSULTANT."

WITNESSETH

WHEREAS, CITY has the need for city planning, economic development and public works services; and

WHEREAS, CITY wishes to retain CONSULTANT for the performance of Construction Management services necessitating modification of the agreement with CONSULTANT, executed by the Mayor of the City of Beaumont on the 23rd day of September, 1993, hereinafter referred to as "AMENDED AGREEMENT."

WHEREAS, CITY desires to contract for such services with a private consulting firm; 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;

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 AMENDED AGREEMENT to be amended to facilitate appointment of CONSULTANT in a contractual capacity in accordance with the amendments to the AMENDED AGREEMENT and terms and conditions hereinafter set forth:

I. **AMENDMENTS TO AMENDED AGREEMENT**

SECTION V.

Plan Checking and Construction Inspection

SECTION V is hereby amended to include the following subsection:

V.1 Public Works Construction Management

On behalf of the City, ULC, under the supervision of the Director of Public Works, shall provide construction management services during all phases of public works construction to enforce compliance with codes and conditions of approval, provisions of the City ordinances, Uniform Building code (1991) and other requirements set forth on the plans and specifications for which permits are issued for construction. In the performance of such duties, ULC shall provide construction management for each public works project before, during and after completion of various stages of construction including the following services related to the planning, control, scheduling, estimating and value engineering of public works projects:

A. Construction Management Services

1. Coordinate, receive, review and evaluate bids
2. Award bids, make appropriate recommendations, and prepare contracts
3. Manage, coordinate and inspect all work
4. Provide contract and subcontract coordination
5. Prepare and monitor construction schedules
6. Make adjustments to accommodate changing and unforeseen conditions
7. Prepare progress reports
8. Review and recommend progress payments
9. Obtain, review and evaluate shop drawings
10. Provide laboratory testing of materials as required and monitor test results
11. Evaluate quality and workmanship of construction
12. Maintain daily logs and records and such other services as are required to manage the work in accordance with City objectives
13. Schedule project meetings
14. Liaison with controlling agencies and design and construction engineers
15. Monitor and record correspondence between City contractors, subcontractors and design professionals
16. Prepare transmittals and labor reports
17. Provide labor and payroll compliance
18. Provide change order management and coordination
19. Provide plan interpretation as required
20. Administer extensions of time (force majeure delay) reports
21. Administer release and waivers of lien

SECTION IX
Compensation to CONSULTANT

4.5%
of bid price

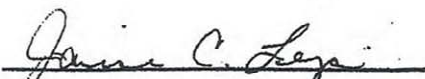
SECTION IX is hereby amended to include the following additional subsection:

5. For the services set forth in SECTION V-1, compensation shall be on a time and materials basis not exceeding four and one-half percent (4.5%) of the bid price awarded by the City for each project.

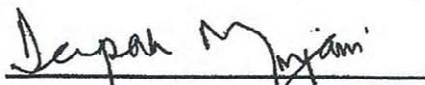
IN WITNESS WHEREOF, CITY and CONSULTANT have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF BEAUMONT

URBAN LOGIC CONSULTANTS, INC.



Jan Leja, Mayor



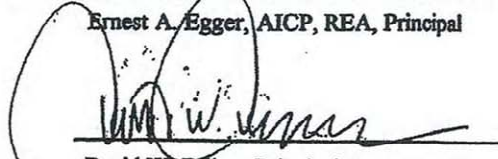
Deepak Moorjani, P.E., Principal



Joyce Sridhar
City Clerk



Ernest A. Egger, AICP, REA, Principal



David W. Dillen, Principal