

AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT

(To be used only for Architectural, Engineering or Land Surveying Services.)

1. Identification of Agreement to be Amended.
 - (a) Effective Date of Agreement: April 16, 2019
 - (b) Agency: Contra Costa County
 - (c) Subject: Architectural Services for New Fire Station 70

2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:
 - (a) Consultant's Name & Address: RRM Design Group, a California Corporation
3765 S. Higuera St., Ste #102
San Luis Obispo, CA 93401
Attn: Victor Montgomery

 - (b) Type of Business Entity: Corporation

(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, identify state of incorporation: California

3. Project Name, Number, & Location. Architectural Services for New Fire Station No. 70, 1800 23rd Street,
San Pablo

4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is July 14, 2020.

5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.

6. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT

<p><u>SIGNATURE A</u></p> <p>Consultant's Name: RRM Design Group, a California Corporation</p> <p>By _____ (Signature of individual or officer)</p> <p>_____ (Print name and title, if applicable)</p>	<p><u>SIGNATURE B</u></p> <p>By _____ (Signature of individual or officer)</p> <p>_____ (Print name and title, if applicable)</p>
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Note to Consultant: If Consultant is a corporation, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____ (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), 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

Signature

(Notary's Seal)

AGENCY

(a) **If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds \$100,000, or if original Agreement was approved by Agency's governing body):**

AGENCY, By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
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(b) **If Amendment is approved by County Purchasing Agent:**

AGENCY, By _____ County Purchasing Agent or Designee
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APPROVALS

RECOMMENDED BY DEPARTMENT

By _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

AMENDMENT SPECIFICATIONS

Due to Agency and Consultant's desire to increase the Agreement's payment limit and replace one of Consultant's approved subcontractors, Agency and Consultant hereby amend the Agreement as set forth in this Amendment No.1.

1. Payment Limit. Section 4 (Payment Limit) of the Agreement is hereby amended by increasing the payment limit set forth in Section 4 by \$237,000, from \$320,000 to a new payment limit of \$557,000.

2. Special Conditions. Special Condition number 3 (Subconsultants) of the Special Conditions is hereby deleted in its entirety and replaced with the following:

"Subconsultants. Pursuant to Section 21 (Assignment) of the General Conditions of this Agreement, Agency hereby consents to Consultant using the following subconsultants to perform services pursuant to this Agreement: (i) BKF Engineers, (ii) H.D. Rueb Structural Engineer, (iii) Engineering Network, (iv) EDesign Engineering, Inc., (v) Camp & Camp Associates, Inc., (vi) JDH Corrosion Consultants, Inc., (vii) Stok Inc, and (viii) Tarrar Properties LLC (each, a "Subcontractor"), provided, that no Subcontractor contract with Agency will include payment provisions with hourly rates in excess of those set forth on Attachment 1 to Appendix B of this Agreement."

3. Payment Provisions. The phases of construction payment limit percentages set forth in Section 1(A) of Appendix B are hereby deleted in their entirety and replaced with the the following:

1. Construction Administration: \$503,315.00 (90.4% of Payment Limit)
2. Record Drawing and Project Close Out: \$26,725.00 (4.8% of Payment Limit)
3. Reimbursables: \$2,000.00 (.4% of Payment Limit)
4. Additional Services Allowance upon Agency's prior Aurtherization: \$24,960.00 (4.5% of Payment Limit)

4. Billing Rates. Attachment 1 to Appendix B (Payment Provisions, Project Personnel and Billing Rates) is hereby deleted in its entirety and replaced with the Attachment 1 to Appendix B attached to this Amendment No. 1.

All other terms and conditions referenced in the original Agreement entered into on April 16, 2019 between Agency and Consultant, not modified by this Amendment No. 1, shall remain in full force and effect.

Project Name: Fire Station 70

Project No.: 145-1601

ATTACHMENT 1 (to Appendix B)

CONSULTANT BILLING RATES

RRM DESIGN GROUP

Principal-in-Charge	\$200/hour
Architect	\$135/hour
Project Manager/Architect	\$145/hour
Senior Designer	\$150/hour
Job Captain	\$85/hour
Designer	\$75/hour
Structural Engineering	\$125/hour
Landscape Architect	\$140/hour
Civil Engineering	\$150/hour
Survey	\$120/hour

Subconsultants

BKF ENGINEERS – Civil Engineering

Engineering:	
Senior Associate	\$220/hour
Associate	\$220/hour
Project Manager	\$204 - \$210/hour
Engineer IV	\$189/hour
Engineer I,II,III	\$134 - \$154 - \$174/hour
Engineering Assistant	\$82/hour
Junior Engineer	\$70/hour
Design and Drafting:	
Technician I, II, III, IV	\$128 - \$135 - \$148 - \$161/hour
Drafter I, II, III, IV	\$100 - \$110 - \$118 - \$132/hour
Construction Administration QSP-QSD:	
Senior Construction Administrator	\$198/hour
Resident Engineer	\$147/hour
Field Engineer I, II, III	\$134 - \$154 - \$174/hour
Senior Consultant	\$229/hour

H.D. RUEB STRUCTURAL ENGINEER. – Structural Engineering

Principal	\$190/ hour
Senior Engineer	\$160/hour
Engineer	\$140/hour
Senior CAD Operator	\$100/hour
Clerical	\$70/hour

ENGINEERING NETWORK – Mechanical/Plumbing

Engineer	\$180/hour
CAD Operator	\$100/hour

EDESIGN ENGINEERING, INC. – Electrical Engineering

Principal-In-Charge	\$205/hour
Project Manager	\$179/hour
Electrical Designer	\$116/hour

Project Name: Fire Station 70

Project No.: 145-1601

CAMP & CAMP ASSOCIATES, INC. – Landscape Architect

Principal	\$175/hour
Project Manager	\$140/hour
Landscape Architect Planner	\$125/hour
Design Technician/Draftsperson	\$115/hour
Asst. Design Technician/Draftsperson	\$95/hour
Administrative/Clerical	\$175/hour

JDH CORROSION CONSULTANTS, INC. – Corrosion

Principal	\$220/hour
Project Designer	\$185/hour
Project Supervisor	\$175/hour
Corrosion Technician	\$135/hour

STOK INC – Commissioning

Commissioning Manager	\$195/hour
Commissioning Agent	\$210/hour

TARRAR PROPERTIES LLC

Principal	\$220/hour
Electrical Designer	\$180/hour
Gas Designer	\$185/hour
Project Manager	\$170/hour
Drafter	\$115.00/hour
Administrative	\$100.00/hour