

Attachment A

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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CSG CONSULTANTS, INC.**

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and CSG Consultants, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on May 3, 2016 (hereinafter, "Agreement") to provide construction inspection services (hereinafter, "services") for Lincoln Park at the East Garrison Subdivision (hereinafter, "Project") through April 30, 2017 for an amount not to exceed \$96,400; and

WHEREAS, CONTRACTOR continues to provide ongoing services for completion of the Project; and

WHEREAS, the Parties wish to amend the original scope of the Agreement to include additional construction inspection services for demolition and construction of infrastructure improvements for Phase III at the East Garrison Subdivision (hereinafter "Phase III"), as further set out in Exhibit A-1, attached hereto and incorporated herein by reference; and

WHEREAS, additional time and funding are necessary to perform the work for Phase III; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for twenty-six (26) additional months to June 30, 2019 and to increase the amount by \$93,160 for a total amount not to exceed \$189,560 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement. The services are generally described as follows: Provide construction inspection services for Lincoln Park and for demolition and construction of infrastructure improvements for Phase III at the East Garrison Subdivision.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The

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total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$189,560.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from May 1, 2016 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-1, Scope of Services/Payment Provisions".
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

CSG Consultants, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Its: CYRUS KIANPOUR, PRESIDENT
(Print Name and Title)

Date: 01-23-17

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

By: Cynthia L. Hasson
Cynthia L. Hasson
Deputy County Counsel

Its: NOURDIN KHAYATA, SECRETARY
(Print Name and Title)

Date: 1-25-17

Date: 01-23-17

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
CSG Consultants, Inc., hereinafter referred to as “CONTRACTOR”
for
Construction Inspection Services for the
East Garrison Subdivision Phase III Infrastructure Improvements**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide full inspection services on the Phase III East Garrison Development. Work is anticipated to commence in May of 2017. CONTRACTOR shall perform the inspection services to ensure the improvements are constructed in accordance with the approved infrastructure plans and specifications and development agreements and compliance with the County’s construction standards, ordinances and policies. These services shall include:

- Inspection of improvements, which includes grading, curb and gutter, sidewalks, streets, roadway excavation and embankment, street lights, utility trenches and backfill, asphalt concrete (AC) paving, drainage, erosion control, striping and roadside landscaping.
- Verifying that construction surveying and staking procedures provided by the Developer will provide adequate control for the work being performed.
- Coordinating and monitoring construction materials testing provided by the Developer to verify compliance with the requirements of the plans and specifications.
- Monitoring of temporary and permanent erosion control.
- Attending meetings with County staff, Developer’s representatives, contractors, utility companies, and other stakeholders as required by County. Actively participate in meetings to facilitate effective and timely decisions and direction.
- Preparing daily inspection reports and submit reports to County on a daily basis.
- Taking daily pictures and provide to County.
- Verifying that the Developer’s contractor or engineer maintain as-built plans. Reviewing and accepting on behalf of County as-built plans that conform to County’s requirements.
- Tracking all change orders or modifications to the project design, and ensuring their inclusion in the as-built drawings.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Providing as needed additional services such as submittal review, coordinating change orders with designer and all stakeholders, writing correspondence, writing progress reports, reviewing schedules.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$93,160 for the performance of all things necessary for or incidental to the performance of work as set forth in this Scope of Services. CONTRACTOR'S compensation for services rendered shall be based in accordance with the following terms:

CONTRACTOR's services shall be paid on a time and materials basis at an hourly rate of \$120.00/hour with a limit on the total estimated cost not to exceed \$93,160.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

CONTRACTOR shall track costs and submit invoices for work performed on the construction inspection services for the East Garrison Subdivision Phase III Infrastructure Improvements.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number MYA# 1070 *2174, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.