

THIRD AMENDMENT TO THE AGREEMENT
FOR THE PROVISION OF
PROFESSIONAL CONSULTING SERVICES

This third amendment ("Third Amendment") to the agreement to provide professional consulting services dated July 1, 2013, (the "Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and LDM Associates, Inc. ("Consultant"), is made and entered into this 5th day of January, 2016.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend their existing Agreement, specifically Article 1 - Section 1.4 – entitled "ENGAGEMENT OF CONSULTANT" and Article 3 – Section 3.1 entitled "PAYMENT AND NOTICE," thereby establishing an Agreement termination date and increasing Consultant's total compensation by Six Thousand Nine Hundred and Ninety Dollars (\$6,990.00) for the performance of certain additional Services;

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. Section 1.4 relating to the term of the Agreement is hereby added to read as follows:

"This Agreement shall terminate on December 31, 2016."

Section 2. Section 3.1 of the Agreement, entitled "PAYMENT AND NOTICE" is hereby amended to read as follows:

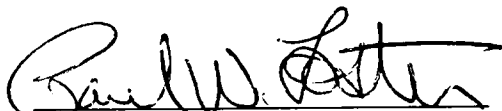
"The total compensation for Consultant's performance of the Services shall not exceed the amount of Fifty Thousand Six Hundred and Fifty Six Dollars (\$50,656.00)."

Section 3. The Scope of Services of the Agreement are amended to include additional Federal labor compliance monitoring services as described in Exhibit "A" attached hereto.

Section 4. All other provisions of the Agreement shall remain unchanged by the Third Amendment, and are in effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment, to be effective as of January 5, 2016.

CITY OF REDLANDS


Paul W. Foster, Mayor

LDM ASSOCIATES, INC.


David Meyer, President

ATTEST:

A handwritten signature in black ink, appearing to read 'S. Irwin', is written over a horizontal line.

Sam Irwin, City Clerk



December 4, 2015

Janet Miller, Project Manager II
City of Redlands Development Services
35 Cajon St., Suite 20
Redlands CA 92373

**Subject: Cost Estimate for Labor Compliance Services
City Hall ADA Improvements**

Dear Ms. Miller:

We would like to thank you for your request for Community Development Block Grant (CDBG) Labor Compliance Services in connection with the subject project. In accordance with your request on November 30, 2015, we are providing an itemized cost estimate that includes the tasks, staff assigned, estimated hours, hourly rate, and total cost. This is a not-to-exceed price to provide Labor Compliance services in accordance with the HUD requirements.

Based on the scope of work and the information that you provided, this project has a 60 day construction period. Based on the foregoing information, LDM proposes to provide the Labor Compliance Review Services based on the hourly rates included in our current agreement with the City with a not to exceed price of \$6,990.00, as shown in the enclosed Cost Estimate. In the event that the project is extended significantly beyond construction period provided or that additional contractors are added to the project, additional time may be required and is not included as part of this proposal. Any additional time shall be billed on an hourly basis, subject to prior written approval of the Development Services Department.

If you have any questions regarding this matter, please do not hesitate to call me at your convenience.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Clint D. Whited', is written over a horizontal line.

Clint D. Whited
Vice President

Enclosure

City of Redlands: City Hall ADA Improvements (Public entrance, lobby and public counter of the City's Cashiering Office) COST PROPOSAL

Pre-Construction				
Task	Staff Person	Rate	Hours	Total
Review bid document/specifications, and incorporate the required CDBG forms.	Senior Project Assistant	\$ 65.00	2	\$130.00
Prepare and submit notice of contract award letter to U.S. Department of Labor Office of Federal Contract Compliance Programs within 10 days of contract award.	Senior Project Assistant	\$ 65.00	1	\$65.00
Prepare labor compliance documents to be distributed to the prime contractor/subcontractors at the Pre-Bid Meeting, Pre-Construction meeting, and facilitate Labor Compliance Pre-Bid and Pre-Construction meetings as necessary. In addition, prepare labor compliance documents to be distributed to the contractors/subcontractors during subsequent technical assistance meeting(s) and/or conference call(s). Present during meeting(s) and / or call(s).	Senior Project Assistant	\$ 65.00	12	\$780.00
<i>Sub-Total</i>			15	\$975.00

Construction				
Task	Staff Person	Rate	Hours	Total
Obtain all the required labor compliance documents from contractor/subcontractors, evaluate for conformance to HUD requirements.	Senior Project Assistant	\$ 65.00	3	\$195.00
Set up labor standards enforcement files.	Project Assistant	\$ 55.00	4	\$220.00
Interview contractor, subcontractors, and unlisted service providers' workers. Verify jobsite postings.	Senior Project Assistant	\$ 65.00	8	\$520.00
Certified Payroll Report processing and tracking.	Project Assistant	\$ 55.00	8	\$440.00
Review certified payrolls from contractor/subcontractors.	Senior Project Assistant	\$ 65.00	35	\$2,275.00
Obtain and review apprentice certifications for each reported apprentice, and other required documents (ratio and wage scale).	Senior Project Assistant	\$ 65.00	8	\$520.00
Prepare due process notification to contractors of violations, provide technical assistance to contractors as necessary.	Associate	\$ 75.00	10	\$750.00
Provide periodic status reports to City staff, coordinate with staff on payment release / labor withholding.	Senior Project Assistant	\$ 65.00	6	\$390.00
<i>Sub-Total</i>			82	\$5,310.00

Post-Construction				
Task	Staff Person	Rate	Hours	Total
Close-out labor and contract compliance files.	Vice President	\$ 95.00	4	\$380.00
	Senior Project Assistant	\$ 65.00	5	\$325.00
<i>Sub-Total</i>			9	\$705.00

TOTAL	106	\$6,990.00
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