

**AMENDMENT NUMBER ONE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
RK ENGINEERING GROUP, INC.**

This Amendment Number One ("Amendment") is made and entered into as of the 19th day of August, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and RK ENGINEERING GROUP, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on August 20, 2018 for Consultant to provide traffic engineering services on an as-needed basis (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of two (2) years, with the option to extend the term for two (2) additional one (1) year periods; and

WHEREAS, City and Consultant desire to extend the term for one (1) year, through August 19, 2021; and

WHEREAS, City and Consultant desire to revise Consultant's billing rates as set forth in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, City and Consultant intend and desire that this Amendment be effective retroactive to the Effective Date.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Amendment shall be effective retroactive to the Effective Date.
2. The term of the Agreement shall be extended through August 19, 2021.
3. Commencing on the date this Amendment is fully executed by City and Consultant, Consultant shall be paid in accordance with the Billing Rates set forth in Exhibit A.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.


[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

  
Purchasing Officer

Date: Dec. 1, 2020

CONSULTANT  
  
Signature

Date: 11/23/20


Rogier Goeddelke, President  
Name and Title

ATTEST:

Brenda Green 12-16-2020  
City Clerk



APPROVED AS TO FORM:

  
City Attorney

Date: 12-16-20

APPROVED AS TO INSURANCE:

  
Risk Management

Date: 12/2/2020

APPROVED AS TO CONTENT:

  
Project Manager


Date: 12/3/2020

DEPARTMENTAL APPROVAL:

  
Public Services Director

Date: 12-3-2020

APPROVED AS TO PURCHASING:

  
Finance Director

Date: December 1, 2020

**EXHIBIT A**  
**BILLING RATES**



**Exhibit A**  
**Billing Rates for RK ENGINEERING GROUP, INC.**

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$180.00
President	\$165.00
Associate Principal	\$165.00
Senior Associate Engineer/Planner/Designer	\$165.00
Principal Engineer/Planner/Designer	\$145.00
Associate Engineer/Planner/Designer	\$130.00
Senior Engineer/Planner/Designer	\$120.00
Engineer/Planner/Designer III	\$115.00
Engineer/Planner/Designer II	\$105.00
Engineer/Planner/Designer I	\$100.00
Assistant Engineer/Planner/Designer	\$ 90.00
Transportation Analyst	\$ 70.00
Senior Engineering Technician	\$ 85.00
Engineering Technician III	\$ 75.00
Engineering Technician II	\$ 65.00
Engineering Technician I	\$ 55.00
Engineering Aide	\$ 50.00
Office Manager	\$ 70.00
Executive Assistant	\$ 70.00
Administrative Assistant	\$ 55.00
Administrative Aide	\$ 45.00
Clerical Aide	\$ 40.00

**General**

- (1) Reimbursable direct costs, such as reproduction, supplies, delivery service, telephone, travel and traffic counts will be billed at cost plus ten (10) percent.
- (2) Hourly rates apply to work time, travel time and time spent at public hearings and meetings. For overtime work and expert witness work, the above rates may be increased 50 percent. Hourly rates for depositions and trials will be increased by 100%
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of statement date. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.

RK also accepts wire transfers.  
Contact us for details.

Rev. January 22, 2020