

CITY OF CULVER CITY
SIXTH AMENDMENT TO STANDARD
PROFESSIONAL SERVICES AGREEMENT

WITH: RAIMI + ASSOCIATES

FOR: GENERAL PLAN UPDATE (GPU) SERVICES
(RFP #1802)

THIS SIXTH AMENDMENT to Standard Professional Services Agreement is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and RAIMI + ASSOCIATES, hereinafter referred to as "Consultant."

WHEREAS, on June 25, 2019, City and Consultant (the "Parties") entered into a contract for consulting services to assist the City with its General Plan Update (GPU) (the "Agreement"); and

WHEREAS, on August 24, 2020, the Parties entered into a First Amendment to the Agreement in order to modify the scope of work and increase the compensation of the Agreement (the "First Amendment"); and

WHEREAS, on December 28, 2020, the Parties entered into a Second Amendment to the Agreement in order to modify the scope of work of the Agreement (the "Second Amendment"); and

WHEREAS, on April 8, 2021, the Parties entered into a Third Amendment to the Agreement in order to modify the scope of work and increase the compensation of the Agreement and add certain provisions in order to satisfy Department of Housing and Community Development ("HCD") grant requirements for the Second and Third Amendments (the "Third Amendment"); and

WHEREAS, on July 26, 2021, the Parties entered into a Fourth Amendment to increase the compensation of the Amended Agreement to ratify increased compensation associated with the Second Amendment for HCD Senate Bill (SB) 2 Planning Grant funds in the amount of \$82,500 (the "Fourth Amendment"); and

WHEREAS, on October 13, 2021, the Parties entered into a Fifth Amendment to revise the scope of service to include additional tasks and increase the maximum compensation for the performance of those tasks; and

WHEREAS, the Agreement and the First, Second, Third, Fourth and Fifth Amendments are collectively referred to as the "Amended Agreement"; and

WHEREAS, the Parties desire to again modify and revise the Scope of Service as set forth in the Amended Agreement and increase the maximum compensation for those revised services not previously contemplated in the Schedule of Compensation.

NOW THEREFORE, in consideration of the foregoing, City and Consultant mutually agree as follows:

1. The Scope of Services, as set forth in Exhibit "A", is hereby amended by modifying as follows:

- **Task 2.7: General Plan Advisory Committee Meetings (amended task)** would be amended to include one additional meeting with the General Plan Advisory Committee (GPAC) for Raimi + Associates. The meeting would be timed with the launch of the Public Draft General Plan. The meeting is assumed to be in person.
- **Task 2.9: Pop-Up Workshops + Community Meetings (amend task)** the remaining Pop-Up Workshop + Community Meetings budget for Urban Systems would be reallocated to offset costs for additional work under this amendment.
- **Task 2.16: Volunteer Communications Network (remove task)** would be removed from the Scope of Work. City staff would continue coordinating with the network without the support of Raimi + Associates. Remaining resources to would be reallocated to offset costs for additional meetings.
- **Task 2.17: Neighborhood and Corridor Engagement (new task)** would be added to include neighborhood and corridor meetings lead by Perkins & Will at the request of Planning Commission and City Council. The scope will be added as follows:

Task 2.17: Neighborhood and Corridor Engagement

Perkins & Will will lead up to eight neighborhood and corridor meetings. These include:

- Residential (R1/2) stakeholder groups (x2);
- Stakeholders in existing multi-family neighborhoods (x2);
- and
- Individual corridor and large-site stakeholders (x2).

Residential stakeholder groups and multifamily neighborhood meetings are assumed to be in held in smaller groups and in person, with no more than 20 people at a time, pending Los Angeles County Public Health Department guidance. Meetings with corridor and large site stakeholders are assumed to be individual conversations. Each meeting type will require preparation of

visuals, noticing, summary, and materials posted to the project website.

Neighborhood and corridor engagement would be timed with the launch of the Public Draft General Plan. Nelson\Nygaard will also prepare for and participation in two of these meetings.

- **Task 5.3: Team Working Meeting + Charrette (amend task)** the remaining Team Working Meeting + Charrette budget for Urban Systems would be reallocated to offset costs for additional work under this amendment.
- **Task 5.4: Alternatives for Areas of Change (amended task)** has required a significantly higher level of effort than was anticipated in the original scope of work. The development of alternatives for R-1 neighborhoods required additional consultant time for exploration, analysis, and preparation of land use alternatives for Perkins & Will and has already been completed. This amendment covers the additional level of effort for that completed work.
- **Task 5.6: Select Preferred Direction (amended task)** would be amended to allow Perkins & Will and Nelson\Nygaard to continue collaborating with City staff to develop the Preferred Direction through revisions to the Aspirational alternative based on City, committee, and community feedback. The scope would be amended as follows:

Task 5.6: Select Preferred Direction

Through an extensive public process that will include input from public workshops, City staff, and the Planning Commission and City Council, the alternatives will be vetted, discussed, and evaluated. The Consultant Team will learn from community members and stakeholders and welcomes their input in a variety of meaningful ways. While we may not always be able to do everything the community asks, we can incorporate feedback into the alternatives and arrive at a preferred plan with significant buy-in.

At the end of this process, the preferred direction for each of up to three change areas will have been selected and refined. This finalized approach will present a clear picture of land use, open space, development intensity, circulation, and an economic framework for the continued evolution of each change area. It is assumed that the final direction for each area will represent a combination of elements from project alternatives. It is anticipated that elements of the transportation plan will include enhancements

to the connectivity, functionality, and safety of all transportation modes through smart transportation management and a complete streets approach. The preferred alternative will be reviewed and approved by City staff, the Planning Commission and/or City Council.

Nelson\Nygaard will continue collaborating with City staff to develop the Preferred Direction through revisions to the Aspirational alternative based on City, committee, and community feedback. Key activities include:

- Documenting the relationship between the draft lists of mobility network capital investments developed for GPU and BPAP;
- Coordinating with City staff to update Roadway Table; and
- Revising the alternative maps that illustrate the comprehensive long-range priority investment areas for transit, microtransit, active transportation, and emerging mobility network investments.

This amendment also allows for the continued coordination of Perkins & Will with City Staff to evaluate and prepare additional land use designation and policy changes anticipated to result from outreach meetings with residents and stakeholders

- **Task 7.6: Public Draft Plan (amended task)** has required a significantly higher level of effort than was anticipated in the original scope of work. Multiple revisions to the Housing Element sites inventory, changes to the programs, and coordination with City Staff required additional consultant time for the preparation of Housing Element by Veronica Tam & Associates and has already been completed. This amendment covers the additional level of effort for that completed work and also allows for the continued coordination of Veronica Tam & Associates with City Staff to finalize changes to the sites inventory and accommodate additional Housing Element changes through HCD certification and adoption of the comprehensive General Plan Update.

This amendment also includes additional time for the Nelson\Nygaard team to complete revisions to the Mobility Element street classifications, policies, and detailed implementation strategy, and continue coordination with Fehr & Peers traffic modeling team.

- **Task 9.2: City Council, Planning Commission, + Other Updates and Study Sessions (amended task)** have required a significantly higher level of effort than was anticipated in the original scope of work. This amendment allows for Raimi + Associates and Nelson\Nygaard to attend

up to two additional meetings timed with the release of the Public Draft General Plan. All meetings are assumed to be in person.

- **Task 11.2: Status/Management Meetings (amended task)** have required a significantly higher level of effort than was anticipated in the original scope of work. This amendment allows for the continued coordination of Raimi + Associates and Nelson\Nygaard with City Staff. This will also allow for the continued update of the project work plan.
- **Mileage and Travel Expenses (amended task)** a portion of the remaining mileage and travel expenses for Raimi + Associates and Urban Systems would be reallocated to offset costs for additional meetings and coordination.

2. Exhibit B (Schedule of Compensation) of the Agreement shall be amended by adding the following:

The Maximum Compensation of the Amended Agreement shall be increased by \$129,570.00 from \$2,442,348.00 to \$2,571,918.00 for the additional services. The increase shall be based on the following:

Task Number	Estimated Cost
Task 2.7: General Plan Advisory Committee Meetings (amended task)	\$5,222
Task 2.9: Pop-Up Workshops + Community Meetings (amended task)	-\$3,090
Task 2.16: Volunteer Communications Network (remove task)	-\$4,800
Task 2.17: Neighborhood and Corridor Engagement (new task)	\$33,409
Task 5.3: Team Working Meeting + Charrette (amended task)	-\$5,150
Task 5.4: Alternatives for Areas of Change (amended task)	\$18,952
Task 5.6: Select Preferred Direction (amended task)	\$19,364
Task 7.6: Public Draft Plan Elements (amended task)	\$68,071 (\$28,325 for HE)
Task 9.2: City Council, Planning Commission, + Other Updates and Study Sessions (amended task)	\$10,352
Task 11.2: Status/Management Meetings (amended task)	\$12,240
Mileage and Travel Expenses (amended)	-\$25,000
Sub-Total	\$129,570

3. Except as expressly set forth herein, all terms and conditions of the Amended Agreement shall remain in full force and effect.

4. This Sixth Amendment shall be effective on the date it is signed on behalf of the City.
5. The individual(s) executing this Sixth Amendment on behalf of each party is (are) authorized to execute this Sixth Amendment on behalf of said party. Each party has taken all actions required by law to approve the execution of this Sixth Amendment.
6. The Parties acknowledge and agree that this Sixth Amendment may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

RAIMI + ASSOCIATES

Dated: _____

By _____
Matthew Raimi
President and CEO

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____
John Nachbar
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Sol Blumenfeld
Community Development Director

Heather Baker
City Attorney