

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 3”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and ENVIRONMENTAL SCIENCE ASSOCIATES, a California corporation (“Consultant”), is effective as of the 1st day of October, 2019.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 18, 2016 (“Agreement”) whereby Consultant agreed to provide on-call environmental consulting services for a three-year term and a contract sum not-to-exceed \$750,000 for all three years, \$250,000 annually, with the option to extend the term for up to two additional one-year periods.

B. The Agreement was subsequently amended on May 1, 2018 (“Amendment No. 1”) to increase the compensation to an amount not-to-exceed \$1,516,210 to provide for the increased Services, and amended again on May 7, 2019 (“Amendment No. 2”) to change the language from a not-to-exceed amount per year to a not-to-exceed amount per contract term.

C. The high volume of development projects in the City necessitates the continued use of Consultant’s on-call environmental consulting services to ensure development projects comply with CEQA requirements.

D. City and Consultant now desire to amend the Agreement (1) to exercise the City’s first one-year option to extend the Term of the Agreement so that the Agreement expires on October 17, 2020, (2) to increase the Contract Sum by \$250,000 for a not-to-exceed amount of \$1,766,210 to enable the City to continue to use Consultant’s on-call environmental consulting services, and (3) to clarify Section III of Exhibit “C,” “Schedule of Compensation” is not applicable to the Agreement because the 10 % retention requirement is not applicable to on-call services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein, with new text identified in *bold italics* and deleted text in ~~strike through~~:

A. Section 2.1, “Contract Sum,” is hereby amended as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed *One Million Seven Hundred Sixty Six Thousand, Two Hundred Ten Dollars (\$1,766,210)* ~~One Million Five Hundred Sixteen Thousand, Two~~

EXHIBIT NO. 4

~~Hundred Ten Dollars (\$1,516,210)~~ for the entire Term, unless additional compensation is approved pursuant to Section 1.8.”

B. Section 3.4, “Term,” is hereby amended as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three~~ *four (3 4)* years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the Term of this Agreement for ~~up to a maximum of two~~ *one (± 1) additional* one-year extended terms (an “Extended Term”).

C. Section III of Exhibit C, “Schedule of Compensation” is hereby amended as follows:

“A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services. *N/A.*”

D. Section VI of Exhibit C, “Schedule of Compensation,” is hereby amended as follows:

“The total compensation for the Services shall not exceed ~~\$1,766,210~~ *\$1,516,210*, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.



CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Sohtani, City Attorney

[ndp]

CONSULTANT:

ENVIRONMENTAL SCIENCE ASSOCIATES

By:

Name: Albert Cuisinot
Title: Chief Financial Officer

By:

Name: Leslie Moulton-Post
Title: President

Address: 626 Wilshire Blvd., Ste 1100
Los Angeles, CA 90017

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	TITLE(S) _____	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT _____

_____		SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
_____		_____
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/>	OTHER _____	
_____		_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT

		SIGNER(S) OTHER THAN NAMED ABOVE