

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and TRANSTECH ENGINEERS, INC., a California corporation (“Consultant”), is effective as of March ____, 2024. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 21, 2023 (“Agreement”), whereby Consultant agreed to provide certain on-call development-related services, including Building Division Administration, Building Plan Check, Building Inspection, Building Code Enforcement and Building Counter Operations, for a Term of three (3) years with two (2) additional one-year options to extend, at a not to exceed Contract Sum of \$3,900,000.

B. The Agreement provides that Consultant will be paid as a percentage of certain monthly City Building Division fees collected by the City. Since the Agreement Term commenced, City’s Building Division has collected fees far in excess of the amount City initially anticipated and therefore, it is now appropriate for the Contract Sum to be increased after forecasting the total amount of fees that will be collected through the expiration of the Term.

C. Now, the Parties seek to increase the not to exceed Contract Sum from \$3,900,000 to \$8,000,000 to more accurately reflect the actual fees anticipated to be collected during the Agreement Term, and increase the annual not to exceed compensation to be paid Consultant during each Extension Term from \$1,300,000 to \$3,000,000.

D. Section 2611(m) of the City’s Municipal Code provides “[a]ny amendment to a contract that exceeds \$75,000 requires re-solicitation unless (i) the City Council waives the re-solicitation requirement following determination that such waiver is in the City’s best interest or (ii) the amendment concerns a change order in which event bidding will not be required irrespective of the amount.”

E. This Amendment can function as a change order under Section 2611(m) because it reflects a change to the scope of work and price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement. Specifically, the significant increases of the City’s Building Division fees collected since the commencement of the Agreement and the now adjusted forecast of substantial increase of future fees could not have been reasonably anticipated based on historical development activities.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (deletions shown in ~~strike~~through and additions shown in *bold italics*).

A. **Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:**

“2.1 Contract Sum.

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 *Eight Three Million Nine Hundred Thousand* Dollars (~~\$8,000,000~~*\$3,900,000*) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an amount not to exceed ~~\$3,000,000~~*\$1,300,000* per year.”

B. **Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:**

“3.4 Term.

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 (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).” The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an “Extension Term”), at a not to exceed amount of ~~\$3,000,000~~*\$1,300,000* per each Extension Term.”

C. **Exhibit “C” (Schedule of Compensation) is hereby amended to read in its entirety as follows:**

See attached.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment 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, 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, 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.

5. Authority. The persons executing this Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TRANSTECH ENGINEERS, INC., a California corporation

By: 

Name: Allen Cayir
Title: President

By: 

Name: Sybil Cayir
Title: Secretary

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~~ San Bernardino

Notary Public

On 2/29, 2024 before me, Kaitlyn Alanis, personally appeared Allen Gayir, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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: K Alanis



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**
- INDIVIDUAL
 - CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

Amendment No. 1
TITLE OR TYPE OF DOCUMENT

7
NUMBER OF PAGES

Signed 2/29/2024
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

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~~ San Bernardino

On 2/29, 2024 before me, Kaitlyn Alanis ^{Notary Public,} personally appeared Sybil Cayler, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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: K Alanis



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SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the tasks contained in the Task Orders in accordance with the following and within the budgets established in the Task Orders:

Plan review, permit issuance and inspection services per sliding scale % of the monthly Building Division fees collected

Service Description	Fees effective through June 30, 2024
Monthly Building Division fees collected	Sliding Scale %
\$0 to \$200,000	63%
\$200,001 to \$350,000	60%
\$350,001 and above	55%
The min monthly fee no less than	\$95,000
Building Official	per the schedule of hourly rates
Any other staff services	per the schedule of hourly rates
Where no fees collected, or reduced for plan check or permits, entitlement reviews, LID Compliance, Soils Report, Hydrology Report Reviews and other additional services requested shall be per the hourly standard rates.	
Hourly Rates are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ["CPI-U"] for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.	

There shall be no limitation on the annual amount of compensation to be paid Consultant during the three-year Term with the only compensation limitation being \$8,000,000 over the course of the Term.

II. Within the budgeted amounts for each Task Order, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

IV. The total compensation for the Services shall not exceed \$8,000,000\$3,900,000 as provided in Section 2.1 of this Agreement.

The Consultant's billing rates for all personnel are attached as Exhibit C-1.