

**AMENDMENT NO. 2
TO CONTRACT SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and AGA ENGINEERS, INC., a California corporation (“Consultant”) is effective as of the 30th day of June, 2020.

RECITALS

A. On September 21, 2017, City executed a grant agreement with the California Department of Transportation (“Caltrans”) for Caltrans Active Transportation Program funds (“Grant”). The Grant furnishes funds for the Active Transportation Program Infrastructure Improvements, Project No. 1534 (the “Project”). The Grant funds cover \$46,000.00 of the Preliminary Engineering (PE) cost of the Project.

B. On May 2, 2017, City and Albert Grover & Associates, a California corporation (“Albert Grover”), entered into an Agreement for Contract Services (“Agreement”), whereby Albert Grover agreed to provide technical and engineering services for the Project for a total not-to-exceed contract sum of \$50,314.00.

C. On June 4, 2019, City and Albert Grover entered into Amendment No. 1 to the Agreement, thereby extending the term of the Agreement to June 30, 2020, to allow Albert Grover to continue providing its technical and engineering services for the Project and allow the City to pay Albert Grover a balance owed for services already rendered.

D. Albert Grover desires and intends to assign all of its rights, interests, duties and obligations under the Agreement to Consultant (AGA Engineers, Inc.), and Consultant sees fit to assume the same. To that end, Albert Grover provided City with an email on June 4, 2020, expressing Albert Grover’s intent to sell assets to Consultant, including transferring its rights and responsibilities under the Agreement to Consultant, effective July 1, 2020, subject to City approval.

E. Section 4.5 of the Agreement provides that “neither this Agreement nor any interests herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without prior written approval of City.” Accordingly, Albert Grover’s June 4, 2020 email was ineffective in that it lacked City approval, and as such, the Agreement, absent an amendment, does not permit a transfer from Albert Grover to Consultant that is effective as of July 1, 2020. However, the City is amenable to the requested assignment, as is Consultant. Therefore, the City and Consultant now see fit to enter into this Amendment No. 2 to add an exception to Section 4.5 of the Agreement to authorize a transfer and assignment of Albert Grover’s rights, interests, duties and obligations under the Agreement to Consultant, effective as of July 1, 2020, and Albert Grover acknowledges and consents to same.

F. Additionally, staffing turnover at the City and with Albert Grover has caused delays in completing the remainder of the services under this Agreement. Thus, City and

Consultant desire to extend the term of the Agreement to expire on December 31, 2020, so Consultant can complete the services under this Agreement, including finalizing plans, specifications, and estimates, and submitting those plans to the City for review and approval.

G. The not-to-exceed contract sum of \$50,314.00 pursuant to the Agreement shall remain unchanged. As of the date of this Amendment No. 2, there is a remaining balance of \$ 13,089.00 of approved contract sum funds.

H. Based on the foregoing, City and Consultant now desire and intend to amend the Agreement to: (1) authorize the assignment of the Agreement from Albert Grover to Consultant, and the assumption of the Agreement by Consultant, effective July 1, 2020, and to thereby authorize and require the performance of the services under the Agreement by Consultant commencing as of said date; and (2) extend the Term of the Agreement to expire on December 31, 2020, and to extend deadlines for the performance of remaining services to facilitate Consultant's completion of the services under the Agreement. City and Consultant further intend to ratify and affirm the continuous and uninterrupted Term of the Agreement, commencing May 2, 2017, and continuing through the effective date of this Amendment No. 2.

I. Upon full execution of this Amendment No. 2, City's Contract Officer will issue a current Notice to Proceed, at which point Consultant will be authorized to commence performance of remaining services in accordance with the revised Exhibit "D" – Schedule of Performance, attached hereto.

TERMS

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~):

A. Section 3.4, "Performance Period," is amended to read in its entirety as follows:

"(a) This Agreement shall go into effect on May 2, 2017, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Contract Officer. The Agreement shall end on ~~June 30, 2020~~ ***December 31, 2020*** unless extended by amendment.

(b) Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by the City."

B. Section 4.5, "Prohibition Against Subcontracting or Assignment," is hereby amended to read in its entirety as follows:

"The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In

addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. *Notwithstanding the foregoing, and as a sole exception thereto, City approves of the assignment and transfer of the Consultant's rights, interests, duties, and obligations under this Agreement from "Albert Grover & Associates," a California Corporation, to "AGA Engineers, Inc." a California Corporation, as requested and agreed to by said parties, effective July 1, 2020.* No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

C. The Agreement is hereby amended to change the name of the Consultant such that the term "Consultant," and all references to "Albert Grover & Associates, a California Corporation," as used in the Agreement, shall be construed, commencing from and after July 1, 2020, to mean and refer to "AGA ENGINEERS, Inc., a California Corporation."

D. Section V of Exhibit A, "Scope of Services," is hereby amended to read in its entirety as follows:

"Consultant will utilize the following personnel to accomplish the Services for the period of May 2, 2017 through June 30, 2020:

- A. Mark Miller, Executive Vice President
- B. David Roseman, Principal Transportation Engineer
- C. Chad Veinot, Senior Project Coordinator
- D. Ruben Perales, Senior Design Engineer
- E. Roland Hizon, Transportation Engineer
- F. Phillip Fuentes, Signal System Specialist
- G. Elias Garcia, Associate Engineer
- H. Kawai Mang, Associate Engineer
- I. Andrew Luna, Assistant Engineer
- J. Jessica Espinoza, Assistant Engineer
- K. Yolanda Rodriguez, Assistant Engineer"

E. A new Section VI is hereby added to Exhibit A, “Scope of Services,” to read in its entirety as follows:

“Consultant will utilize the following personnel to accomplish the Services for the period of July 1, 2020 through December 31, 2020:

A. Mark Miller, Executive Vice President

B. Ruben Perales, Senior Design Engineer

C. Roland Hizon, Senior Project Engineer

D. Phillip Fuentes, Signal System Specialist

E. Andrew Luna, Associate Transportation Engineer

F. Jessica Espinoza, Associate Transportation Engineer

J. Yolanda Cervantes, Associate Transportation Engineer”

F. Exhibit “D”, Schedule of Performance, is hereby replaced in its entirety with “Exhibit ‘D’, Schedule of Performance,” attached hereto and incorporated by reference.

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

4. 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. 2, 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. 2, 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.

5. 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. 2.

6. Authority. The persons executing this Amendment No. 2 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 No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date(s) set forth below, with express intent that this Amendment No. 2 shall be effective as of June 30, 2020.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

Date: _____, 2020

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

CONSULTANT:

AGA ENGINEERS, INC., a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 211 Imperial Highway, Suite 208
Fullerton, CA 92835

Date: _____, 2020

ACKNOWLEDGED AND CONSENTED TO:

ALBERT GROVER & ASSOCIATES, a California corporation:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 211 Imperial Highway, Suite 208
Fullerton, CA 92835

Date: _____, 2020

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 _____, 2020 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.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <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 <input type="checkbox"/> OTHER _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 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	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	
(NAME OF PERSON(S) OR ENTITY(IES))	

_____	SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT “D”
SCHEDULE OF PERFORMANCE**

I. Consultant shall perform all Services timely in accordance with the following schedule:

		Deadline Date
A.	Bike Lanes	6/30/2020
	1. Project initiation meeting	Upon City staff’s request
	2. Field recon and measurement surveys	6/30/2020
	3. Signing and striping plan – 60% submittal	6/15/17
	4. Signing and striping plan – 90% submittal	2 Months after Notice of City Comments of 60% Submission
	5. Final signing and striping plan for new bike lanes	2 Months after Notice of City Comment of 90% Submission
	6. Final construction plans	6/30/2020
	7. Specifications - Draft	10/31/2020
	8. Specifications – Final	12/31/2020
	9. Estimates of quantities and costs	12/31/2020
	10. Final CAD plans	12/31/2020
	11. As-Built plans	30 Days following Project Completion
B.	Bike Racks	12/31/2020
C.	Vehicle Speed Feedback Signs	12/31/2020
D.	Countdown Pedestrian Signals	12/31/2020
E.	High Visibility Crosswalks	12/31/2020
F.	ADA Compliant Curb Ramps	12/31/2020
G.	Median Nose Cuts	12/31/2020

H. Construction Support Services Ongoing

II. Consultant shall deliver the following tangible work products to the City during the time periods indicated below. Except for Mylars, Consultant may electronically submit deliverables listed below.

- A. Base Map of Santa Fe Avenue 6/15/17
- B. Existing Conditions on Santa Fe Avenue 6/15/17
- C. Bike Lanes – Signing and Striping Plan
 - 1. 60% Project Completion 6/15/17
 - 2. 90% Project Completion 2 Months after Notice of City Comments on 60% Submission
 - 3. Final Submission 2 Months after Notice of City Comments on 90 % Submission
- D. Bike Lane Specifications
 - 1. Draft Specifications 45 Days after NTP**
 - 2. Final Specifications 45 Days after Notice of City Comments on Draft Specifications
- E. Bike Lanes – Final Construction Plans, including CAD Files 45 Days after NTP
- F. Bike Lanes – Estimates of quantities and costs 12/31/2020
- G. Mylar Plans of Bike Lanes 1 Week following Notice of City Comment on Final Construction Plans
- H. As-Built Plans (in both CAD and PDF form) 30 Days following Project Completion
- I. Specifications for the following: 3 Months after NTP
 - 1. Bike Racks
 - 2. Vehicle Speed Feedback Signs
 - 3. Countdown Pedestrian Signals
 - 4. High Visibility Crosswalks
 - 5. ADA Compliant Curb Ramps
 - 6. Median Nose Cuts
- J. Meeting Minutes One week after each meeting

** Notice to Proceed (NTP) – City’s Contract Officer will issue a current NTP following execution of this Amendment.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.