

AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES
(DISTRICT 4)

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the City of Carson, a California municipal corporation (“City”) and R.J. Noble Company, a California corporation (“Consultant”) is effective as of the 18th day of June, 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 Contractual Services dated January 3, 2024 (“Agreement”) whereby Consultant agreed to provide pavement maintenance services for City streets within District 4 (“Project”) for a three (3) year term at a not to exceed cost of \$8,000,000.00.

B. The Agreement provides that not more than \$2,000,000.00 will be allocated during the first year and not more than \$3,000,000.00 will be allocated during each of years two and three of the Agreement term, toward the Project.

C. The Parties now seek to amend the Agreement to remove these annual allocation restrictions to enable Consultant to provide more intensified services during the first year of the Agreement term.

TERMS

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

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 additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Consultant, Consultant shall receive total compensation, including reimbursement of Consultant’s expenses, of an amount not to exceed Eight Million Dollars and Zero Cents (\$8,000,000.00) (“Contract Sum”) for completion of the Services, unless additional compensation is approved pursuant to Section 1.8. Payment of the Contract Sum shall be made in accordance with the per unit annual cost of One Million Five Hundred Twenty Five Thousand Three Hundred Fifty Eight Dollars and Thirty Cents (\$1,525,358.30) set forth in Consultant’s Bid attached hereto as Exhibit “A” and incorporated herein by this reference and as otherwise set forth in Exhibit “A.” The total per unit cost as detailed in Exhibit “A” over the three (3) year Term will be an amount not to exceed Four Million

Five Hundred Seventy Six Thousand Seventy Four Dollars and Ninety Cents (\$4,576,074.90), ~~and the Contract Sum will be allocated so that up to \$3,000,000.00 may be paid to Consultant per year.~~ 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 annual not to exceed amount of One Million Five Hundred Twenty Five Thousand Three Hundred Fifty Eight Dollars and Thirty Cents (\$1,525,358.30) for each Extension Term.”

B. The last paragraph of Exhibit “A” (Scope of Services), Section I., of the Agreement is hereby amended to read in its entirety as follows:

“The total annual per unit cost for line items 1-14 is an amount not to exceed \$1,525,358.30 and the total not to exceed Contract Sum over the three (3) year Term is \$8,000,000.00. ~~The Contract Sum will be allocated so that up to \$2,000,000.00 will be allocated for the first year and \$3,000,000.00 will be allocated for each of years two and three.~~ The City’s Contract Officer will determine the number of units needed to complete the Project as more particularly detailed in Exhibit “C.””

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 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. 1, 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. 1, 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. 1.

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.

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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

R.J. NOBLE COMPANY, a California corporation

By:_____
Name: Steven Mendoza
Title: Vice President

By:_____
Name: Jacob Breedlove
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

On _____, 2024 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.

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