

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 Advantec Consulting Engineers, Inc., a California corporation (“Consultant”) is effective as of the 31st day of January, 2023. 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 12, 2021 (“Agreement”) whereby Consultant agreed to provide traffic signal design services for City Project No. 1649, for a not to exceed contract sum of \$169,537. The term of the Agreement was set to expire January 31, 2023.

B. Consultant submitted design plans in early 2023, but since that time, City has been awaiting Southern California Edison plans for new electrical service pedestal locations to ensure that proposed locations in the plans submitted by Consultant do not need to be moved, potentially impacting other elements of design for the traffic signal upgrades.

C. City and Consultant now desire to amend the Agreement to extend the term by two (2) additional years, from January 31, 2023 until January 31, 2025, to allow for Southern California Edison to provide its plans, effective retroactive to January 31, 2023.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~striketrough~~).

A. Section 3.5, “Term,” of the Agreement is hereby amended to read in its entirety as follows:

“3.5 Performance Period.

(a) This Agreement shall go into effect on full execution hereof, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City’s Contract Administrator. The Agreement shall end on ~~January 31, 2023~~ ***January 31, 2025*** unless extended by Agreement amendment.

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

B. Section I, Exhibit “D,” “Schedule of Performance,” of the Agreement is hereby amended to read in its entirety as follows:

“Deadline Date

A. Task A – Project Management	December 1, 2021
B. Task B – Traffic Engineering Design PS&E*	July 1, 2021 <i>March 31, 2024</i>
C. Task C – Construction Support	December 31, 2022 <i>December 31, 2024</i>
D. Task D – Additional Tasks	December 31, 2022 <i>December 31, 2024</i>

* All services related to the PS&E Design shall be completed within six months from the Notice to Proceed, except the “as built” records.”

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.

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. Each party represents and warrants to the other that the Agreement, as amended by this Amendment, 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) and year written below.

CITY:

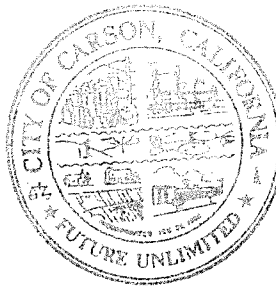
CITY OF CARSON, a municipal corporation

Lula Davis-Holmes
Lula Davis-Holmes, Mayor

_____, 2023

ATTEST:

K. Bradshaw
Dr. Khaleah K. Bradshaw, City Clerk



APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani
Sunny K. Soltani, City Attorney
[rjl;sap]

CONSULTANT:

ADVANTEC CONSULTING ENGINEERS, INC.,
a California corporation

By: [Signature]
Name: Carlos Ortiz
Title: Chief Executive Officer

By: [Signature]
Name: Pauline Yip
Title: Secretary

December 11, 2023

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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange }

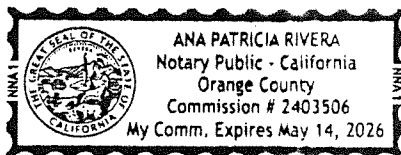
On December 11, 2023 before me, Ana Patricia Rivera, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Carlos Ortiz, Pauline Yip
Name(s) of Signer(s)

who 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.



Place Notary Seal and/or Stamp Above

Signature Ana Patricia Rivera
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment NO. 1 to Agreement for Contract Services

Document Date: December 11, 2023 Number of Pages: 4

Signer(s) Other Than Named Above: No other Signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Carlos Ortiz

☒ Corporate Officer – Title(s): CEO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: Pauline Yip

☒ Corporate Officer – Title(s): Secretary

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____