

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 2”) 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 7th day of May, 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 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 entered into an amendment to the Agreement dated January 31, 2023 (“Amendment No. 1”) to extend the term by two (2) years, from January 31, 2023 until January 31, 2025.

D. City and Consultant now desire to again amend the Agreement to increase the Contract Sum from \$169,537 to \$195,371.37 for the purpose of allowing Consultant to provide additional design services and to extend the term by seventeen (17) months until June 30, 2026.

TERMS

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

A. Section 2.1, “Contract Sum,” of the Agreement is hereby amended to read 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 ~~One Hundred Sixty Nine Thousand Five Hundred Thirty Seven Dollars (\$169,537.00)~~ ***One Hundred Ninety-Five Thousand Three Hundred Seventy-One***

Dollars and Thirty-Seven Cents (\$195,371.37) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

B. 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, 2025~~ **June 30, 2026** 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.”

C. 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* ~~March 31, 2024*~~ **September 30, 2024**

C. Task C – Construction Support ~~December 31, 2024~~ **June 30, 2026**

D. Task D – Additional Tasks ~~December 31, 2024~~ **June 30, 2026**

* 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 No. 2, all provisions of the Agreement and Amendment No. 1, 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 and Amendment No. 1.

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 and Amendment No. 1. 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 and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, 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.

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. 2.

5. 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.

6. Counterparts. This Amendment No. 2 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 No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 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:

ADVANTEC CONSULTING ENGINEERS, INC.,
a California corporation

By:_____

Name: Carlos Ortiz
Title: Chief Executive Officer

By:_____

Name: Pauline Yip
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 _____, 2023 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	_____
_____	_____
<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: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

