

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 3”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and RKA CONSULTING GROUP, a California corporation (“Consultant” or “Engineer”), is effective as of the ____ day of _____, 2023. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Engineer entered into that certain Professional Services Agreement for Preparation of Construction Plans, Specifications and Estimates (PS&E) (“Agreement”), executed by and between the parties effective as of January 15, 2013, for Engineer to prepare certain construction plans, specifications and estimates (“PS&E”) for the City’s project for widening Sepulveda Boulevard from Alameda Street to the East City Limit (“Project”), for a Contract Sum of \$187,600; and

B. City and Engineer entered into that certain First Amendment to Professional Services Agreement for Preparation of Construction Plans, Specifications and Estimates (PS&E) for Project No. 675 Sepulveda Boulevard Widening Project (“Amendment No. 1”), dated May 17, 2016, pursuant to which Engineer was to prepare certain expanded scope of PS&E for the City for an additional Contract Sum of \$244,693; and

C. Extensive work has been completed by Engineer on the Scope of Services required by the Agreement and Amendment No. 1, but because City lost its grant funding source, the Project was halted in 2017; and

D. In 2019, City was awarded a Measure “M” Multi-Year Sub-regional Program grant in the amount of \$6,019,999 for the completion of the PS&E and construction of the Project; and

E. On April 20, 2021, the Parties entered into that certain Second Amendment to Professional Services Agreement for preparation of Construction Plans, Specifications and Estimates (PS&E) for Project No. 675 Sepulveda Boulevard Widening Project (“Amendment No. 2”) to again expand the Scope of Services to be performed by Engineer, increase the total compensation to be paid by City to Engineer by an amount not to exceed \$223,950 thereby increasing the total Contract Sum to \$656,243, and amend the schedule of performance to clarify that the services to be provided by Engineer will not be completed unless and until City deems them to be complete and are accepted by City.

F. City and Consultant now desire to amend the Agreement to increase the not-to-exceed Contract Sum by an additional \$221,195 to allow Consultant to conduct and complete additional services City has asked Consultant to perform, thereby increasing the Contract Sum from \$656,243 to \$877,438, and to provide a date certain of December 31, 2026, for expiration of the Agreement term. The additional services are needed for historic bridge research and construction support, and due to requirements imposed by Los Angeles County Department of

Public Works and the Storm Water Engineering Division, which are requiring that additional elements be incorporated into the final design ready for construction identified during Final Plan check. These include additional space for utility relocation and modeling of the Dominguez Channel to include analysis of a 100-year storm event and associated channel breach.

TERMS

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

A. **Section 4, “Commencement and Completion of Work,” of the Agreement is hereby renamed “Commencement and Completion of Work; *Term*” and amended to read in its entirety as follows:**

“The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Engineer shall commence when the Owner, acting by and through its City Engineer, has issued a Notice to Proceed. The work described in Exhibit “A” shall be completed in accordance with Exhibit “A” following Engineer’s receipt of the Notice to Proceed, exclusive of any review periods required by Owner, and all work product is subject to review and acceptance by the ~~OwnerCity~~, and further, must be revised by the Engineer without additional charge to the ~~OwnerCity~~ until found satisfactory and accepted by ~~OwnerCity~~. Engineer shall have no claim for compensation for any services or work which has not been authorized by the Owner’s Notice to Proceed. ***Notwithstanding the foregoing, the term of this Agreement will expire December 31, 2026.***”

B. **Section 9, “Compensation,” of the Agreement, is hereby amended to read in its entirety as follows:**

“Payment shall be made by Owner to Engineer for the services and work performed hereunder within thirty (30) days following receipt and approval by Owner of original invoices therefor. Engineer’s fees and charges for the services and work performed shall be invoiced monthly, or at such other intervals as may be mutually agreed upon, and said fees and charges shall in no event exceed ~~***Eight Six Hundred Seventy Seven***~~ ~~***Fifty Six***~~ Thousand ~~***Four Two Hundred Thirty Eight***~~ ~~***Forty Three***~~ Dollars (~~***\$877,438\$656,243***~~) as set forth in Exhibit “B” attached hereto and made a part hereof.”

C. **Exhibit “A,” “Scope of Services,” of the Agreement is hereby amended by adding to the end thereof the professional services attached hereto as Exhibit “A-2” (“Amendment No. 3 Scope of Work”).**

D. **The Hourly Rate Schedule of Exhibit “B,” “Professional Fees and Rates,” of the Agreement is hereby amended to add the hourly rates applicable to and set forth in the Amendment No. 3 Scope of Work which shall apply only to Amendment No. 3 Scope of Work.**

E. **Exhibit “D,” “Schedule of Performance,” of the Agreement is hereby**

removed and deleted from the Agreement.

F. Section I of Exhibit “C,” “Schedule of Compensation,” of the Agreement is hereby amended to read in its entirety as follows:

“The total compensation for the Services shall not exceed ~~\$877,438~~~~\$656,243~~ as provided in Section 9 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1, and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, 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, Amendment No. 1, and Amendment No. 2. 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 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, 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. 3, 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. 3.

5. **Authority.** The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 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]

CONTRACTOR:

RKA CONSULTING GROUP, a California corporation

By: _____
Name: David Gilbertson
Title: President/CEO/Secretary

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<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

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STATE OF CALIFORNIA

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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.

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WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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<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	
<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 _____

EXHIBIT "A-2"

AMENDMENT NO. 3 SCOPE OF WORK

Task 1 – Provide HEC-RAS Model (\$19,320)

Through its subconsultant, Pace Engineering, Consultant will provide a hydraulic analysis of Dominguez Channel in accordance to LA County Department of Public Works (LACDPW) Storm Water Engineering Division (SWED).

1. Data Collection and Review

Consultant shall perform initial data collection relevant to hydraulic modeling and floodplain mapping for the study reach of the Dominguez Channel. This data includes available reports/studies, hydraulic models, flow rate data, as built information, design plans for proposed improvements. Sources for this information will be the LACDPW, FEMA, other public agencies, or City.

2. Hydraulic Model Assessment and Modification

Consultant shall obtain existing model for Dominguez Channel from LACDPW-SWED staff, as discussed in LACDPW comment letter to Consultant dated October 19, 2022. PACE shall modify the existing condition model to incorporate the proposed bridge improvements associated with the Sepulveda Ave Bridge widening project. The existing condition model will serve as the baseline condition of the channel and will be the basis of comparison to the proposed project condition model. PACE shall utilize the hydraulic model results for the existing and proposed conditions to establish the magnitude and extents of hydraulic impacts caused by the proposed improvements.

3. Technical Memorandum

Consultant shall prepare a technical memorandum to summarize the results of the hydraulic analysis of the Dominguez Channel in the vicinity of the Sepulveda Ave Bridge crossing. The memorandum will present a comparison of the pre-and post-project conditions hydraulic parameters, specifically water surface elevation and velocity, to determine if there are any impacts to the existing design capacity of the Dominguez Channel.

4. LACDPW Processing, Review and Revisions

Consultant shall provide engineering services to process the technical memorandum through the LACDPW Storm Water Engineering Division. Revisions to the technical memo and minor modifications to the hydraulic model will be made during the technical review process. Consultant shall meet with LACDPW SWED staff as required to obtain clarification necessary to expedite the review process and obtain approval of the technical memo and analysis. Consultant shall make revisions to the hydraulic model and/or technical memo as requested by SWED staff.

This task time is a budget fee amount since the precise amount of work effort cannot be determined for each item. The fee specified for this task assumes response to comments/revisions based on one (1) round of review comments. If the budget amount shown in the fee section is to be exceeded and additional work is still required to complete the task, then additional work will be completed on either a time and materials basis or a separate contract addendum.

5. Project Coordination and Meetings

Consultant shall attend project meetings/telephone conferences and provide consulting services related to the project coordination during the particular engineering phase. The purpose of these meetings may include a review of the progress of work or consultation and discussion needed on project issues. Consultation will be provided with the City or other project consultants to resolve design related issues and ensure the progress of the project. The meetings and consultation allow adequate communication with the City to allow input and feedback during the process.

This task item is a budget fee amount since the precise amount of work effort cannot be determined. If the budget amount shown in the fee section is to be exceeded and additional work is still required to complete the task, then additional work will be completed on either a time and materials basis or separate contract addendum.

Compensation

Consultant will complete the work outlined herein and invoice City monthly on a percentage of completion basis for tasks 1-3 and a time and expense fee for tasks 4-5.

Task Description	Fee
01 Data Collection and Review	\$1,725
02 Hydraulic Model Assessment and Modification	\$4,025
03 Technical Memorandum	\$5,520
04 LACDPW Processing, Review and Revisions (T&E)	\$4,600
05 Project Coordination and Meetings (T&E)	\$3,450

2023 PACE Engineering Rate Table	
Principal	\$327.75
Sr. Project Manager	\$281.75
Project Manager	\$264.50
Sr. Project Engineer/ Sr. Designer	\$241.50
Project Engineer	\$207.00
Sr. CAD Designer	\$189.75
Design Engineer	\$166.75
CAD Designer	\$161.00
Project Coordinator	\$115.00
Administrative Support	\$109.25

Task 2 – Provide Historical Resources Services (\$35,875)

Through its Environmental subconsultant, Chambers Group, and their subconsultant, Kleinfelder, Consultant will provide historical resources services to evaluate the historical significance of the

Sepulveda Boulevard Bridge and the Dominguez Channel to satisfy the requirements under Section 106 of the National Historic Preservation Act (Section 106) and the California Environmental Quality Act (CEQA). Kleinfelder will provide the technical services described below as part of the Chambers Group team. Kleinfelder understands that the USACE is the federal lead agency for this Project and the City of Carson is the CEQA lead agency.

1. Archival Research

Consultant will request a cultural resource record search through the South-Central Coastal Information Center (SCCIC), located at California State University Fullerton (CSUF) to request previous records and reports completed within the project area and surrounding 0.25-mile radius. The cultural resources review will identify previous cultural resources within the search area. The search will include a request for the detailed lists and/or tables of previously recorded sites and report completed within the project area and surrounding 0.25-mile radius, as well as Geographic information system (GIS) Shapefiles or a map of these locations. The request will not include Adobe portable document format (PDF) copies of the site forms or previous reports unless they are located within the Project area. Kleinfelder will inspect any available historical maps and aeriels, United States Geological Survey (USGS) survey plats, and Government Land Office (GLO) plants that depict the Project area. Kleinfelder will also review properties listed on the California Historical Landmarks (CHL), California Historical Resources Inventories, California Points of Historical Interest (CPHI), local city and county registries of historic properties, the California Register of Historic Resources (CRHR), and the National Register of Historic Places (NRHP). Additional archival research at relevant repositories will be completed as necessary. The SCCIC's fee for a records search and literature review is estimated to cost approximately \$800.00 for this task based on projects of similar size. The SCCIC is estimating that records searches will take approximately between 6 to 9 weeks.

2. Historical Survey and Documentation

Consultant will conduct a historical built environment survey to photo document and assess the current condition of the Sepulveda Boulevard Bridge and the Dominguez Channel. The structures will be recorded on appropriate Department of Parks and Recreation (DPR) 523 series forms. In preparing the DPR523 forms, the existing condition of the structures will be photographed and described in detail. This scope and cost estimate assume that no more than two resources (the Sepulveda Boulevard Bridge and the Dominguez Channel).

3. Historical Assessment Report

Consultant will prepare a historical assessment technical report. The report will include a historic context, a summary of field methods and results, significance evaluation of the Sepulveda Boulevard Bridge and the Dominguez Channel under NRHP and CRHR criteria, and recommendation of project effects. Please note that this report will not address archaeological or tribal resources.

Assumptions

1. This scope assumes one round of comments will be addressed from USACE and the City (no more than 2 hours in total to address comments). Should SHPO require a response to comments, costs may increase.
2. This scope includes up to one remote meeting lasting no more than 1 hour. If additional meetings or if in-person meetings are required, costs may increase.

Compensation

Consultant will complete the work outlined herein and invoice City monthly on a percentage of completion basis for Kleinfelder's fee and a time and expense fee for Chambers Group's fee.

Fee	
Kleinfelder	\$26,100
Chambers Group	\$9,775
Total	\$35,875

Task 3 – Provide Civil Engineering Support During Construction (\$85,000)

Consultant will provide engineering support during construction. A separate consultant will be hired to provide Construction Management. The budgeted hours equate to approximately 4 hours/week for the Civil Engineer, and an additional 2 hours/week for project management and coordination.

1. Review and respond to Contractor's RFIs. Issue drawing revisions, if needed.
2. Provide guidance and clarification to the City on design issues
3. Review and approve material submittals and shop drawings
4. Construction observation/site visits. The Civil Structural Engineer will perform site visits once a month for 24 months during construction.
5. It is assumed construction will last approximately 24 months.
6. Provide as-builts based on legible redlines from the contractor and modifications made due to RFI responses.

RKA Rate Schedule				
	Principal	Project Manager/Sr. Engineer	Project Engineer	Engineering Technician
2023	170.00	140.00	115.00	75.00
2024	178.50	147.00	120.75	78.75
2025	187.45	154.35	126.80	82.70

Task 4 – Provide Structural Engineering Support During Construction (\$81,000)

PacRim will provide structural construction support services as requested by the City on a time and material basis. The typical activities may include reviewing bidder's RFIs, issuance of addenda

(if necessary), reviewing shop drawings, reviewing construction RFIs, performing monthly site visits for 24 months, and providing as-builts based on the contractor's redlines and any revisions made due to RFIs. The actual level of efforts may vary pending upon City's directions.

PacRim Rate Schedule						
	Principal Engineer	QA/QC Manager	Project Engineer	Senior Engineer	Design Engineer	CADD Drafter
2023	300.00	260.00	240.00	230.00	170.00	170.00
2024	315.00	273.00	252.00	241.50	178.50	178.50
2025	330.75	286.65	264.60	253.58	187.43	187.43