

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 LEIGHTON CONSULTING, INC., a California corporation (“Consultant”), is effective as of the 18th day of July, 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 Contract Services dated October 31, 2022 (“Agreement”), whereby Consultant agreed to provide Phase II environmental site assessment services to assess potential releases of contaminants of concern in support of the City’s Carriage Crest Park Expansion Project for the site located at 321 West Sepulveda Boulevard (“Original Scope of Services”), for a not-to-exceed Contract Sum of \$23,850.

B. City and Consultant now desire to amend the Agreement to increase the not-to-exceed Contract Sum by an additional \$28,200 thereby bringing the new total to \$52,050, to allow Consultant to conduct delineation sampling around certain areas of concern (“Additional Scope of Services”), as more particularly depicted in the Scope of Services. \$10,700 of the additional \$28,200 is for contingency services where Consultant will conduct a second round of soil sampling and lab analysis, and provide report updates associated with the Additional Scope of Services only if such additional task is authorized in writing by City’s Contract Officer.

TERMS

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

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Fifty Two Twenty Three Thousand Eight Hundred Fifty Dollars and Zero Cents (\$52,050)***~~(\$23,850)~~ (“Contract Sum”).”

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

See attached.

C. Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

D. Exhibit “D” (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

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 the Amendment 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, 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 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:

LEIGHTON CONSULTING, INC., a California corporation

By: _____
Name: Sean Colorado
Title: Vice President

By: _____
Name: Kristen Williams
Title: Vice President

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

EXHIBIT "A"

SCOPE OF SERVICES

- I. **Consultant (also, "Leighton") will perform the following Services to conduct a Phase II Environmental Site Assessment to assess potential releases of contaminants of concern in support of the City's Carriage Crest Park Expansion Project for the site located at 321 West Sepulveda Boulevard, having APN 7330-007-906 ("Site"). More specifically, the Services will include:**

Original Scope of Services

A. Task 1 - Pre-Field Activities

Health and Safety Plan (HSP)

In accordance with standard environmental procedures, Leighton will prepare a Site Specific Health and Safety Plan (HSP) describing safety aspects of the work to be performed at the site. The HSP will be in compliance with the Occupational Safety and Health Administration (OSHA) regulation 29 CFR 1910.120.

Utility Clearance

Leighton will contact Digalert of Southern California at least two full business days prior to the commencement of subsurface field activities to clear public utilities as required by law. Each proposed boring location and/or site boundary will be clearly marked by Leighton in white paint, whiskers, or stakes prior to contacting USA. If subsurface obstructions are identified or encountered, the borehole will be abandoned and relocated within 5 feet to a nearby and cleared location.

B. Task 2 - Field investigation – Soil Sampling

Leighton will oversee the advancement up to 21 soil borings spaced in a grid pattern across the Site, with one of the borings located in the southwest corner of the Site at the assumed drainage collection system. The borings will be advanced using hand auger and soil samples will be collected from the borings at depths from the surface to 0.5 feet below ground surface (bgs) and 1.0 to 1.5 feet bgs for lithologic description and chemical analysis. Duplicate soil samples will be collected at a rate of 10 percent of the total samples. A total of 42 discrete samples and 4 duplicate samples (46 samples total) will be collected. Soil samples will be retained in 8-ounce glass jars, clearly marked with sample identification, placed in an ice-cooled chest for temporary storage, and transported to a laboratory for chemical analysis. Chain-of-custody protocol will be followed throughout all phases of the sample handling process.

Each soil sample will be field screened using a photoionization detector (PID) to evaluate the soil sample for the presence of volatile organic hydrocarbon vapors. PID readings will be recorded for each soil sample on the field boring log.

Down-hole sampling and drilling equipment will be decontaminated between boreholes by washing in a solution of trisodium phosphate and water, rinsing with potable water, final rinsing with distilled water, and allowing to air-dry.

If during the advancement of soil borings refusal is encountered, a second attempt will be made within three feet of the original location. If refusal is encountered during the second attempt, the boring will be terminated and the depth of refusal will be noted in the field log and the report. The set of samples collected from the deepest boring will be submitted to the laboratory for analysis per the sampling plan.

C. Task 3 - Laboratory Analysis

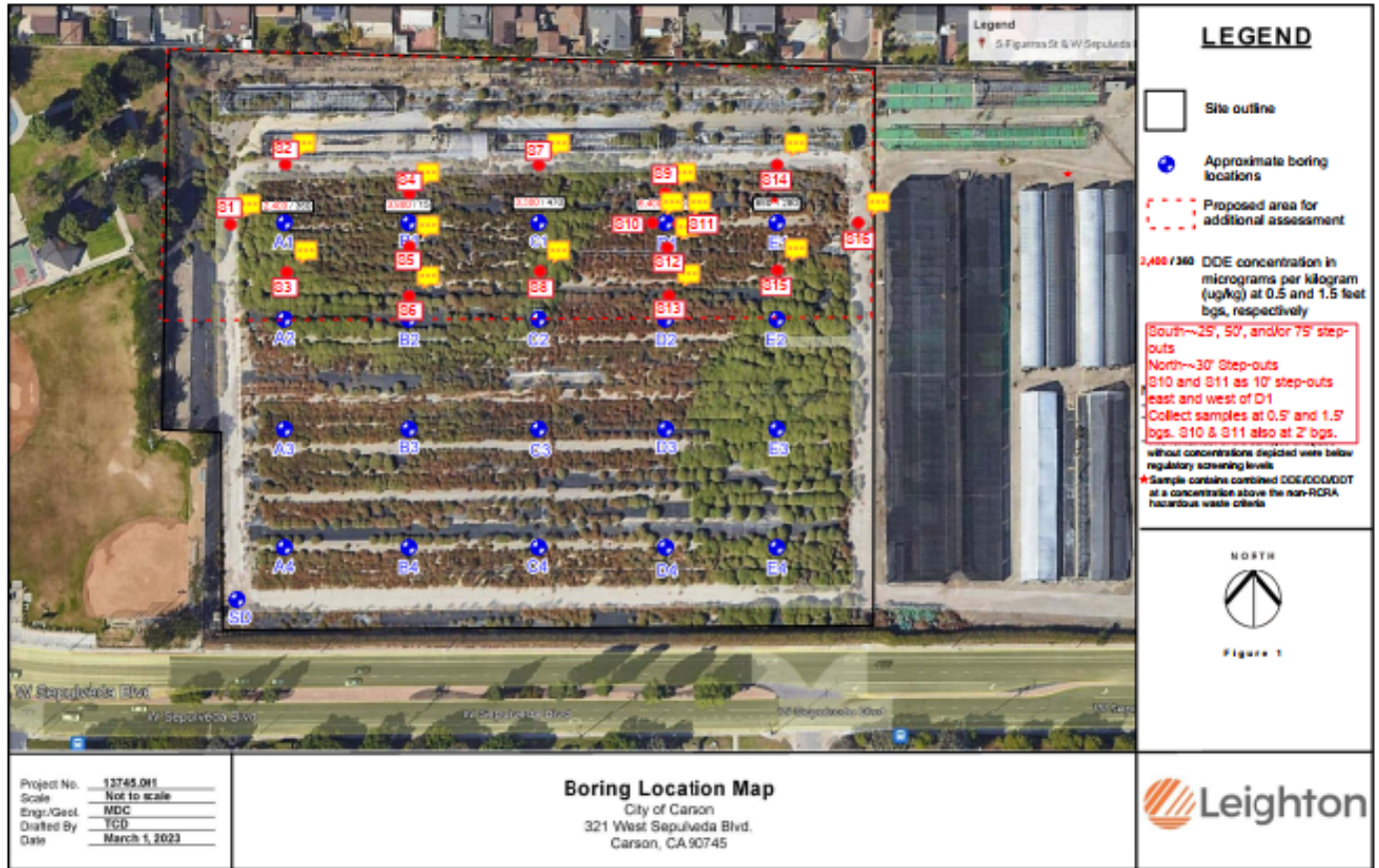
Each of the 23 surface 0.5 foot soil samples (21 samples plus 2 duplicates; 16 total) will be analyzed for OCPs by EPA Method 8081A and arsenic by EPA Method 6010B. Six samples will be analyzed for OPPs by EPA Method 8141A, chlorinated herbicides by EPA Method 8151, Title 22 Metals by EPA Method 6010B/7471A and Total Petroleum Hydrocarbons by EPA Method 8015B. The deeper samples will be placed on hold pending analysis of the 0.5 samples. This includes analysis of up to 20% of the hold samples.

D. Task 4 - Report Preparation

Leighton will analyze all field and laboratory data and the report will be appropriately illustrated and include boring logs. The report will summarize our findings, conclusions, and recommendations and a draft report will be prepared and submitted to you upon completion. A final report will be submitted that addresses comments provided to the draft report.

Additional Scope of Services

Consultant will perform additional services described below and as depicted immediately below in the Boring Location Map, to conduct delineation sampling around certain areas of concern.



A. Task 1 - Pre-Field Activities

Health and Safety Plan (HSP)

In accordance with standard environmental procedures, Leighton will update a Site Specific Health and Safety Plan (HSP) describing safety aspects of the work to be performed at the site. The HSP will be in compliance with the Occupational Safety and Health Administration (OSHA) regulation 29CFR 1910.120.

Utility Clearance

Leighton will contact Digalert of Southern California at least two full business days prior to the commencement of subsurface field activities to clear public utilities as required by law. Each proposed boring location and/or site boundary will be clearly marked by Leighton in white paint, whiskers, or stakes prior to contacting USA. If subsurface obstructions are identified or encountered, the borehole will be abandoned and relocated within 5 feet to a nearby and cleared location.

B. Task 2 - Field investigation – Soil Sampling

Leighton Consulting will oversee the advancement up to 16 supplemental soil borings (S1 through S16) within the northern portion of the Site as depicted on Figure 1. The borings will be advanced using hand auger and soil samples will be collected from the borings at depths from the surface to 0.5 feet below ground surface (bgs) and 1.0 to 1.5 feet bgs for lithologic description and chemical analysis. Samples will also be collected at 2.0 feet bgs around borings S10 and S11. Duplicate soil samples will be collected at a rate of 10 percent of the total samples. A total of 34 discrete samples and 4 duplicate samples (38 samples total) will be collected. Soil samples will be retained in 8-ounce glass jars, clearly marked with sample identification, placed in an ice-cooled chest for temporary storage, and transported to a laboratory for chemical analysis. Chain-of-custody protocol will be followed throughout all phases of the sample handling process.

Down-hole sampling and drilling equipment will be decontaminated between boreholes by washing in a solution of trisodium phosphate and water, rinsing with potable water, final rinsing with distilled water, and allowing to air-dry.

If during the advancement of soil borings refusal is encountered, a second attempt will be made within three feet of the original location. If refusal is encountered during the second attempt, the boring will be terminated and the depth of refusal will be noted in the field log and the report. The set of samples collected from the deepest boring will be submitted to the laboratory for analysis per the sampling plan.

C. Task 3 - Laboratory Analysis

Each of the 16 shallow 0.5 foot soil samples (16 samples plus 2 duplicates) will be analyzed for OCPs by EPA Method 8081A. In addition, the 1.5 and 2.0 foot samples from borings S10 and S11 will also be analyzed for OCPs (22 total samples). The deeper samples will be placed on hold pending analysis of the 0.5 samples.

D. Task 4 - Report Preparation

Leighton will analyze all field and laboratory data and the report will be appropriately illustrated and include boring logs. The report will summarize our findings, conclusions, and recommendations and a draft report will be prepared and submitted to you upon completion. A final report will be submitted that addresses comments provided to the draft report.

E. Task 5 – Contingency Tasks

If authorized in writing by City's Contract Officer, Leighton will conduct a second round of soil sampling and lab analysis, and provide report updates.

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. Task 4 reports *for Original Scope of Services and Additional Scope of Services.***
 - B. *Task 5 report for Additional Scope of Services.***
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A. As requested by City's Contract Officer.**
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Meredith Church, Principal Geologist**
 - B. Others as assigned and subject to availability**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:**

Original Scope of Services

| Task No. | Task Description | Fee |
|-----------------|---|-----------------|
| 1 | Pre-Field Activities – HSP and Boring Markout | \$1,950 |
| 2 | Field Activities – Soil Sampling | \$6,200 |
| 3 | Laboratory Analysis | \$12,100 |
| 4 | Phase II ESA Report | \$3,600 |
| TOTAL | | \$23,850 |

Additional Scope of Services

| Task No. | Task Description | Fee |
|--|--|------------------|
| <i>1</i> | <i>Pre-Field Activities – HSP and Boring Markout</i> | <i>\$1,950</i> |
| <i>2</i> | <i>Field Activities – Soil Sampling</i> | <i>\$6,200</i> |
| <i>3</i> | <i>Laboratory Analysis</i> | <i>\$4,850</i> |
| <i>4</i> | <i>Phase II ESA Report</i> | <i>\$4,500</i> |
| <i>Contingency Task – 2nd round of soil sampling, lab analysis and report updates</i> | | <i>\$10,700*</i> |
| TOTAL | | \$28,200 |
| GRAND TOTAL | | \$52,050 |

**Only if needed and authorized in writing by City's Contract Officer.*

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed ~~\$52,050~~\$23,850, as provided in Section 2.1 of this Agreement.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the following schedule:**
- A. Task 1 *of Original Scope of Services and Additional Scope of Services*: 5 to 10 business days following City’s issuance of Notice to Proceed**
 - B. Task 2 *of Original Scope of Services and Additional Scope of Services*: 1 business day following completion of Task 1**
 - C. Task 3 *of Original Scope of Services and Additional Scope of Services*: 5 to 14 business days following completion of Task 2. If additional analysis is recommended by Consultant and undertaken after consent by City, an additional 5 to 14 business days will be needed and provided to Consultant to complete the same.**
 - D. Task 4 *of Original Scope of Services and Additional Scope of Services*: 10 to 15 business days following completion of Task 3**
 - E. *Task 5 of Additional Scope of Services: 66 business days following Contract Officer’s authorization to perform contingency task, if any.***
- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**