

**AMENDMENT NO. 1  
TO CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES TO  
PREPARE CITYWIDE SIDEWALK ASSESSMENT PROJECT NO. 1509**

**THIS AMENDMENT TO THE CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES TO PREPARE CITYWIDE SIDEWALK ASSESSMENT PROJECT NO. 1509** (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and **NICHOLS CONSULTING ENGINEERS, CHTD.**, a Nevada corporation (“Consultant”) is effective as of the 5th day of December, 2017.

**RECITALS**

A. In May 2016, City and Consultant entered into that certain Contract Services Agreement for Professional Services to prepare Citywide Sidewalk Assessment Project No. 1509 (“Agreement”), whereby Consultant agreed to provide a Sidewalk Assessment Report (“SAR”) evaluating sidewalk conditions throughout the City for ADA compliance (the “Services”). The Services were to be completed by November 2016 for a Contract Sum not to exceed \$100,000.00.

B. In November 2016, City staff requested that Consultant perform additional assessment services not originally included in the Scope of Services (“Additional Services”), for a negotiated additional sum of \$18,000.00 (“Additional Contract Sum”).

C. The Additional Services were completed by January 2017, but the Additional Contract Sum has not been paid.

D. City and Consultant now desire to amend the Agreement to account for the completed Additional Services and the corresponding Additional Contract Sum owed to Consultant.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein.

**1.1 Section 2.1 (Contract Sum) is hereby deleted in its entirety and replaced with the following:**

“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 Eighteen Thousand Dollars (\$118,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

**1.2 Paragraph V of Exhibit “C” is hereby deleted in its entirety and replaced with the following:**

“V. The total compensation for the Services shall not exceed \$118,000.00, as provided in Section 2.1.”

**1.3 The following is added to Exhibit “C-1” as Paragraph III:**

“In addition to the Services described in Paragraph II herein, Consultant shall perform additional data collection services at the following cost:

	RATE	TIME	SUB-BUDGET
A. Project Manager	\$140.00/HR	20	\$2,800
B. Project Engineer	\$120.00/HR	70	\$8,400
C. Staff Engineer/CQ	\$100.00/HR	20	\$2,000
D. Sr. Engineering Technician	\$80.00/HR	60	\$4,800
TOTAL			\$18,000

**1.4 Section 3.4 is deleted in its entirety and replaced with the following:**

“3.4. Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than December 8, 2017.”

**1.5 The following is added to the Scope of Services, paragraph I, as sub-point (5) after the word “database”:**

“; (5) evaluate sidewalk cross slope information to determine whether the sidewalk is ADA compliant and record any sidewalk with a slope of more than 2% so it would be considered for adjustment, or repair in the future to meet ADA requirements.”

**2. Continuing Effect of Agreement.** Except as amended by this Agreement, 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 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 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.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Albert Robles, Mayor

**ATTEST:**

\_\_\_\_\_  
Donesia L. Gause, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[MGM/EQG]

**CONSULTANT:**

NICHOLS CONSULTING ENGINEERS, CHTD.,  
a Nevada corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_, 2017 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.

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

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