

EXHIBIT NO. 1

AMENDMENT NO. 2

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT (“Amendment No. 2”) by and between the City of Carson, a California municipal corporation (“City”) and R.J. Noble Company, a California corporation (“Consultant”), is effective as of the 18th day of June, 2024. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 22, 2023 (“Agreement”) whereby Contractor agreed to complete Project Number 1393-4: Annual Overlay Program, Main Street from Carson Street to Victoria Street and Project Number 1411-4: Annual Concrete Replacement Program, Main Street from Carson Street to Victoria Street (together, the “Project”), for a Contract Sum not to exceed \$3,457,469.37.

B. The Parties entered into the Agreement after the City Council, on February 7, 2023, awarded the contract for the Project to Contractor while also approving a 15% contingency in the amount of \$518,620.40 to allow for change orders and any unforeseen construction work such as substructure conflicts, contaminated soil removal and disposal, material testing, and other work that may be necessary to complete the Project. The Agreement permits the City’s Director of Public Works or City Engineer to approve change orders for an increase in amount of up to ten percent (10%) of the Contract Sum.

C. On April 25, 2024, the Parties entered into an amendment to the Agreement (“Amendment No. 1”) to amend the authority of City’s Director of Public Works or City Engineer to approve change orders to be aligned with the 15% contingency approved by the City Council, and increase the not to exceed Contract Sum equal to be the amount added after utilization of the 15% contingency, from \$3,457,469.37 to \$3,976,089.77.

D. The Project funds currently available for use toward change orders is \$309,319.70, which includes \$121,505.66 of unused contingency and an estimated \$187,814.04 from overestimated bid quantities. The Parties intend to allocate the entirety of such \$309,319.70 amount towards additional change orders.

E. On June 18, 2024, the City Council approved an additional contingency in the amount of \$350,106.00 which, together with the currently available \$309,319.70, will be allocated toward additional street pavement section reconstruction, concrete pavement replacement, sidewalk construction, increase in traffic loop replacements, reconstruction of curb and gutter, and ADA modified driveways.

F. Now the Parties seek to enter into this Amendment No. 2 to authorize the City’s Director of Public Works or City Engineer to approve change orders in an amount that is aligned with the total amount of contingency approved by the City Council (i.e., \$518,620.40 plus \$350,106.00).

TERMS

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

A. Section 1.12 (Additional Work and Change Orders), subsection (b) of the Agreement is hereby amended to read in its entirety as follows:

“1.12 Additional Work and Change Orders.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor ***plus any additional subsequent contingency approved by the City Council***, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City’s Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.”

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:

R.J. NOBLE COMPANY, a California corporation

By:_____
Name: Steven L. Mendoza
Title: Vice President

By:_____
Name: Jacob Breedlove
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 _____, 2024 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

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 _____, 2024 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: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE