

AMENDMENT NO. 2

TO PROFESSIONAL SERVICES AGREEMENT FOR PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECT NO. 1043 - CARSON STREET MASTER PLAN

(Carson Successor Agency / Anderson Penna Partners, Inc.)

THIS AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECT NO. 1043 - CARSON STREET MASTER PLAN ("Amendment"), is effective as of October 4th, 2016, and is by and between CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California ("Agency") and ANDERSON PENNA PARTNERS, INC. a California corporation ("Consultant") (Agency and Consultant referred to collectively as "parties" and individually as "party" herein).

RECITALS

A. Agency and Consultant entered into that certain Professional Services Agreement dated May 6, 2014 ("Agreement") whereby Consultant agreed to provide Project Construction Management and Inspection Services to City in connection with that certain project identified as Project No. 1043 for a sum not-to-exceed \$975,067.00.

B. Agency and Consultant entered into Amendment No. 1 to the Agreement on July 7, 2015, whereby City and Contractor (i) extended the term of the Agreement until December 31, 2016; (ii) increased the Contract Sum to \$1,175,067.00; (iii) modified the method of payment; and (iv) listed the additional scope of work to be performed by the Consultant.

C. While extensive work has been completed by Consultant, extended professional services of the Consultant is required due to the complex nature of the project and the additional construction time needed to complete it.

D. Accordingly, City and Consultant now desire to amend the Agreement for a second time to (i) extend the agreement until September 30, 2017; (ii) modify the method of payment; (iii) list Consultant's employees who would be performing specific jobs under the Agreement; (iv) extend the description of work and increase the compensation by not to exceed amount of \$404,133.97 to perform work beyond that provided in the original scope of work and to facilitate the changes and provide for the timely completion of the project construction.

TERMS

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

A. Section 1.1. "Scope of Services", is hereby amended, to add the following language to the "Scope of Services" attached at the end thereof to the Agreement as Exhibit "A":

Provide extended / additional construction management services, construction inspection, and Project Labor Agreement/Labor Compliance monitoring for the work necessary to complete the renovation of the Carson Street Master Plan. These additional services are the result of changes in the scope of work resulting from unforeseen obstructions such as removal of buried slag structures at various locations, modifications to the reclaimed water line, redesign due to conflicts with other utilities, encountering contaminated soil material, existing material found not suitable for planting, and oil line conflicts requiring field modification and redesign. All these impacts resulted in an increase to the project scope, duration and the need for the additional services. These services are needed to ensure ample attention on the field activities, such as coordination between contractor and sub-contractor, which includes the architect and engineers, monitoring the project schedule, minimizing potential delays, and quality control issues.

B. Section 2.0. Compensation: is hereby amended, to increase the total compensation from \$1,175,067.00 by an amount not-to-exceed four hundred four thousand one hundred thirty three and ninety seven cents (\$404,133.97), resulting in a total compensation amount not to exceed \$1,579,200.97, by deleting the first sentence in Section 2.1 ["Contract Sum"] to be replaced with the following sentence:

For the services rendered pursuant to this Agreement, the 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 \$1,579,200.97 for this project which is determined to be subject to the existing city's Project Labor Agreement, ("Contract Sum"), except as provided in Section 1.8.

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.** Agency 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 Agency that, as of the date of this Amendment, Agency 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.

Agency 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 have caused their duly authorized representatives to execute this Amendment No. 2 as of the date first written above.

ATTEST:

“AGENCY”

CARSON SUCCESSOR AGENCY,

a public body corporate & politic and a political subdivision of the State of California

By: _____

Donesia Gause
Agency Secretary

By: _____
Chairman Albert Robles

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
City Attorney

“CONSULTANT”
ANDERSON PENNA PARTNERS, INC.,
a California corporation

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

NOTE: CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BY LAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER’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 _____, 2016 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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(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.

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Signature: _____

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CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT

TITLE(S)

☐ LIMITED
☐ GENERAL

TITLE OR TYPE OF DOCUMENT

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

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Provide extended / additional construction management services, construction inspection, and Project Labor Agreement/Labor Compliance monitoring for the work necessary to complete the renovation of the Carson Street Master Plan. These additional services are the result of changes in the scope of work resulting from unforeseen obstructions such as removal of buried slag structures at various locations, modifications to the reclaimed water line, redesign due to conflicts with other utilities, encountering contaminated soil material, existing material found not suitable for planting, and oil line conflicts requiring field modification and redesign. All these impacts resulted in an increase to the project scope, duration and the need for the additional services. These services are needed to ensure ample attention on the field activities, such as coordination between contractor and sub-contractor, which includes the architect and engineers, monitoring the project schedule, minimizing potential delays, and quality control issues.

II. 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.

III. Consultant will utilize the following personnel to accomplish the Services:

- A. Bill Zein, P.E. – Senior Project Manager
- B. Joe Stoakley, P.E. - Construction Manager
- C. Anastacia Seims, Omar Alameddine, Sharon Stureman. - Office Engineers
- D. Donna Sanabria, Brian Briones, Cheila Keuilian – Documents Control
- E. Deborah Cobb - Labor Compliance Officer
- F. Dana Hutchins or approved alternate – Public Works Inspector
- G. Carl Sutherland, Kahono Oei. – QSP/QSD Special Inspectors
- H. C. Hui Lai, P.E. – Traffic and Light Special Inspector
- I. Gilbert Florez – Landscape and Irrigation Special Inspector

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall perform the following tasks at the following rates:

	RATE/HR
A. Senior Project Manager	\$165.00
B. Construction Manager	\$148.00
C. Office Engineer	\$100.00
D. Documents Control	\$95.00
E. Labor Compliance Officer	\$95.00
F. Public Works Inspector	\$106.00
G. QSP/QSD Special Inspector	\$116.00
H. Traffic and Light Special Inspector	\$132.00
I. Landscape and Irrigation Special Inspector	\$132.00
I.	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 1.8.
II.	The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include: <ul style="list-style-type: none">A. Line items for all personnel describing 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, and materials charged to the Services.
III.	The total compensation for the Services shall not exceed \$1,579,200.97 as provided in Section 2.1 of this Agreement.
IV.	The Consultant's billing rates for all personnel are attached as Exhibit C.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the plans and specifications and no later than September 30, 2017.

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