

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES FOR PROFESSIONAL STAFFING EXTENSION SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Second Amendment") by and between the **CITY OF CARSON**, a California municipal corporation ("City") and **W.G. ZIMMERMAN ENGINEERING, INC.**, a California Corporation ("Consultant") is effective as of the ____ day of May, 2017.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated April 21, 2016 ("Agreement") whereby Consultant agreed to provide professional staffing extension services in order to manage design and construction of various capital improvement projects in the City of Carson, including but not limited to, street improvement projects, park field and park facility renovations, and several other architectural and site developments (the "Services").

B. Effective October 18, 2016, City and Consultant amended the Agreement for the first time ("First Amendment") to extend the Agreement by seventy days to June 30, 2017, thereby increasing the total term of the Agreement to approximately one year and two months, and to increase the total compensation by \$105,000, for a total contract sum of \$175,000.

C. Consultant is currently assisting the department as an interim Associate Engineer. In order for Consultant to continue to provide the Services until permanent Associate Engineers can be hired by City and provide additional services as requested by the City, the Agreement must be extended to December 31, 2017 and the total compensation of the Agreement must be increased by \$88,000.

D. City and Consultant now desire to amend the Agreement for a second time ("Second Amendment") to provide for additional services; to extend the Agreement for an additional one hundred eighty-four days to December 31, 2017, thereby increasing the total term of the Agreement to approximately one year and eight months; and to increase the total compensation of the Agreement by \$88,000, for a total contract sum of \$263,000.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~).

A. **Section 2.1 of the Agreement, entitled "Contract Sum," shall be amended to read as follows:**

"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 such expenses, shall not exceed ~~One Hundred Seventy Five Thousand (\$175,000.00)~~ ***Two Hundred Sixty Three Thousand (\$263,000.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

B. Section 3.4, of the Agreement, entitled "Term," shall be amended to read as follows:

"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 to extend past ~~June 30, 2017~~ ***December 31, 2017***, except as otherwise provided in the Schedule of Performance (Exhibit "D").

C. Exhibit A, of the Agreement, entitled "Scope of Services," shall be amended to add the following task to Section I:

"O. Assist City in reducing project costs, facilitating transfer of interests related to projects between local agencies, and evaluating proposed sites for potential new projects."

C. Exhibit C, of the Agreement, entitled "Schedule of Compensation," shall be amended in Section V to read as follows:

"The total compensation for the Services shall not exceed ~~\$175,000~~ ***\$263,000***, as provided in Section 2.1."

2. Continuing Effect of Agreement. Except as amended by this Second Amendment (and except as amended by the First Amendment, where such amendment does not conflict with this Second Amendment), all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second 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 Second 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 Second 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 Second 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.

[MORE]

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
[EQG]

CONSULTANT:

W.G. Zimmerman Engineering, Inc., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:_____17011 Beach Boulevard

Suite 1240

Huntington Beach, CA 92647

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.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____ TITLE OR TYPE OF DOCUMENT
<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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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

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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:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

_____		SIGNER(S) OTHER THAN NAMED ABOVE