

AMENDMENT NO. 3

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 1st, 2017, 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 Agency and Consultant (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 additional scope of work to be performed by the Consultant.

C. Agency and Consultant entered into Amendment No. 2 to the Agreement on October 4, 2016, whereby Agency and Consultant (i) extended the term of the Agreement until September 30, 2017; (ii) increased the Contract Sum to \$1,579,200.97; (iii) modified the method of payment; and (iv) listed additional scope of work to be performed by the Consultant.

D. Agency and Consultant now desire to amend the Agreement for a third time to (i) extend the agreement until November 30, 2017; (ii) increase the contract sum by \$79,289.10 to \$1,658,490.07 to account for increased costs relating to the Construction and Post Construction phases of the Agreement, including additional work relating to assuring timely completion of the project closeout; (iii) establish the method of payment for Construction Phase work completed after September 30, 2017 and Post Construction Phase work.

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 additional services, as provided in the attached Exhibit “A”:

Assure all required operations and maintenance manuals, warranties and guarantees per approved specifications are submitted by the Contractor to the Agency at

the completion of the project. Perform closeout duties including final organization of project files to submit to the Agency for final approval, and assist Agency with the filing of the notice of completion and release of retention.

B. Section 2.1. Contract Sum is hereby amended to read as follows (new text is identified in ***bold italics***, deleted text in strike through).:

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~~ ***\$1,658,490.07*** 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. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Agency/City; Consultant shall not be entitled to any additional compensation for attending said meetings.

C. Exhibit "C" of the Agreement, Schedule of Compensation, is amended per the attached Exhibit "C."

D. Exhibit "D" of the Agreement, Schedule of Performance, is amended to extend to term to provide additional time to complete "Additional Services" as described in Exhibit A per the attached Exhibit "D."

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. 3 as of the date first written above.

“AGENCY”

CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California

By: _____
Chairman Albert Robles

ATTEST:

By: _____
Donesia Gause, Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Agency Counsel
[npd]

“CONSULTANT”

ANDERSON PENNA PARTNERS, INC.,
a California corporation

By: _____
Name: _____
Title: _____
Address: _____

By: _____
Name: _____
Title: _____
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 _____, 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

- ☐ 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

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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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.

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DESCRIPTION OF ATTACHED DOCUMENT

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED
ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

- I. Consultant will perform the following Services, in addition to the Services provided for in Exhibit “A” of the Agreement, Exhibit “A” of the First Amendment, and Exhibit “A” of the Second Amendment (the “Additional Services”):**

Assure all required operations and maintenance manuals, warranties and guarantees per approved specifications are submitted by the Contractor to the Agency at the completion of the project. Perform closeout duties including final organization of project files to submit to the Agency for final approval, and assist Agency with the filing of the notice of completion and release of retention.

- 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.** John Wolitarsky, 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 Keulian – Documents Control
- E.** Deborah Cobb - Labor Compliance Officer
- F.** Tony Plante – Public Works Inspector

EXHIBIT “C”

SCHEDULE OF COMPENSATION

Consultant shall perform the Additional Services 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
 I.	
Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget 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:	
 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 \$1,658,490.07 as provided in Section 2.1 of this Agreement.	

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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