

## AMENDMENT NO. 1

### TO CONTRACT SERVICES AGREEMENT FOR AS-NEEDED ENGINEERING SERVICES

**THIS AMENDMENT TO THE CONTRACT SERVICES AGREEMENT FOR AS-NEEDED ENGINEERING SERVICES** ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and **RKA CONSULTING GROUP, INC.**, a California corporation ("Consultant") is effective as of the 30<sup>th</sup> day of November, 2017.

### RECITALS

A. City and Consultant entered into that certain Contract Services Agreement for As-Needed Engineering Services, dated October 19, 2017 ("Agreement"), for a term not to exceed six weeks, ending November 30, 2017, whereby Consultant agreed to provide as-needed civil engineering services for assessment and community facilities districts ("Services") for a total contract sum of \$24,990.

B. Since the Agreement was entered into, the City has experienced an increase in development projects, which has warranted the City's use of Consultant's services for a number of development projects beyond the initial six-week period.

C. City and Consultant now desire to amend the Agreement to provide a total term of two years from the date of the Agreement's effective date for as-needed civil engineering services for assessment and community facilities districts, and increase compensation by \$25,000, for a total contract sum not to exceed \$49,990 for the total two year term, and ratify certain services provided by Consultant between December 1, 2017 and August 31, 2018 that are consistent with the Agreement (except for term), as subject to the Agreement.

### TERMS

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

A. **Section 2.1, "Contract Sum," shall be amended as follows:**

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, 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 ~~Twenty-four thousand nine hundred ninety~~ **Forty nine thousand nine hundred ninety** dollars (\$24,990**\$49,990**) ("Contract Sum")."

B. **Section 3.4, "Term," shall be amended as follows:**

"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

EXHIBIT 2

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of the services but not exceeding ~~one (1)~~ *two (2)* years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Section I. B. shall be added to Exhibit A, "Scope of Services," as follows:

*B. Projects requiring as-needed engineering services provided by the Agreement between December 1, 2017 and August 31, 2018:*

<i>Address</i>	<i>Project Name</i>	<i>Description</i>
<i>LA DWP corridor in south Carson b/w E. 223rd St. and E. 236th St.</i>	<i>Linear Properties Truck Yard in DWP Utility Corridor Easement</i>	<i>Truck Yard Project /Truck Parking</i>
<i>22632 S. Alameda St.</i>	<i>Mobile-Mini Storage</i>	<i>Cargo Shipping Container (empty) Storage Yard</i>
<i>21809-21811 S. Figueroa</i>	<i>Birch Specific Plan (BSP)</i>	<i>32-unit Condo Project</i>
<i>18530 Broadway</i>	<i>Behren Engineering / Acoustic</i>	<i>Industrial Building: (Engineering Fabrication and Office)</i>
<i>21900 Wilmington Ave.</i>	<i>Alpert and Alpert Inc.</i>	<i>Industrial Building: (Warehouse and Office)</i>
<i>18701 Wilmington Ave.</i>	<i>Prologis Dominguez Technology</i>	<i>Two Industrial Buildings: (Warehouse and Office)</i>

D. Section VI. shall be added to Exhibit A, "Scope of Services," as follows:

*"VI. Consultant must perform all as-needed Services in compliance with the following requirements:*

- A. Each task ("Task") shall be indicated by a written request from the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with this Agreement.*
- B. Consultant must prepare a written description of the requested Tasks including all components and subtasks and the costs to perform the Task ("Task Budget") using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested Task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the Task ("Task*

*Completion Schedule”) and a date for completion of the Task (“Task Completion Date”); which shall all collectively be referred to as the “Task Proposal.”*

- C. *The Contract Officer shall approve, modify or reject the Task Proposal in writing, and may issue a Notice to Proceed.*
- D. *The Task shall be performed at a cost not to exceed the Task Budget.*
- E. *Consultant shall complete the Task and deliver all deliverables to Contract Officer by the Task Completion Date.”*

E. **Section II. of Exhibit A, “Scope of Services,” shall be amended as follows:**

“II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. One (1) electronic copy of ~~the~~ *each* draft CFD Report
- B. One (1) electronic copy of ~~the~~ *each* final CFD Report”

F. **Section V. of Exhibit C, “Schedule of Compensation,” shall be amended as follows:**

“V. The total compensation for the Services shall not exceed ~~\$24,990~~ *\$49,990*, as provided in Section 2.1 of this Agreement.”

G. **Section VII. shall be added to Exhibit C, “Schedule of Compensation,” as follows:**

*“VII. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.”*

H. **Section I. of Exhibit D, “Schedule of Performance” shall be amended to include new Section B as follows:**

I. Consultant shall perform all services timely in accordance with the following schedule:

Weeks      to      Deadline Date  
Perform

***“B. Task A (pursuant As-needed 10/18/2019”  
to Section VI of basis as set  
Exhibit A) forth in  
Exhibit A***

**I. Section II. of Exhibit D, “Schedule of Performance,” shall be amended as follows:**

**“II. Consultant shall deliver the following tangible work products to the City by the following dates**

- A. One (1) electronic copy of each draft CFD Report, *delivery dates to be determined and agreed upon by Contract Officer and Consultant***
- B. One (1) electronic copy of each final CFD Report, *delivery dates to be determined and agreed upon by Contract Officer and Consultant*”**

**2. Continuing Effect of Agreement.** Except as amended by this Amendment, 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.** As of September 12, 2018, 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 September 12, 2018, 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.

**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

CITY:

CITY OF CARSON, a municipal  
corporation

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

ATTEST:

\_\_\_\_\_  
Donesia Gause-Aldana, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

[ndp]

**CONSULTANT:**

RKA Consulting Group  
A California Corporation

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

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

Address: 398 Lemon Creek Drive, Suite E  
Walnut, CA 91789

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 \_\_\_\_\_, 2018 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

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

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

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

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

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WITNESS my hand and official seal.

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

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

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

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NUMBER OF PAGES

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DATE OF DOCUMENT

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SIGNER(S) OTHER THAN NAMED ABOVE