

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and CTI ENVIRONMENTAL, INC., a California Corporation ("Consultant") is effective as of the ____ day of _____, 2018.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated June 21, 2016 ("Agreement") whereby Consultant agreed to provide employee and air monitoring services for a contract sum of \$7,000.

B. On February 20, 2017, City and Consultant entered into that certain Amendment No. 1 to the Agreement ("Amendment No. 1") to increase the Contract Sum from \$7,000 to \$10,659 and add additional services.

C. On January 1, 2018, City and Consultant entered into that certain Amendment No. 2 to the Agreement ("Amendment No. 2") to increase the Contract Sum from \$10,659 to \$24,999, extend the Term of the Agreement by one year, and add additional services ("Amendment No. 2").

D. City and Consultant now desire to amend the Agreement to increase the Contract Sum from \$24,999 to \$50,000, extend the Term of the Agreement by one additional year, and add additional services.

TERMS

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

A. **Section 2.1 of the Agreement, entitled "Contract Sum," is hereby amended to read 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 Nine (\$24,999)~~ ***Fifty Thousand Dollars ("50,000")*** ("Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. **Section 3.4 of the Agreement, entitled "Term," is hereby amended to read 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 of the services

EXHIBIT NO. 04

but not exceeding ~~two (2)~~ *three (3)* years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Section I of Exhibit "A" ("Scope of Services") of the Agreement is hereby amended as follows:

...

"F. CTI will also provide additional services to support regulatory compliance as it relates to environmental, health and safety issues impacting the City of Carson, upon written request of the City. *Such services may include, but are not limited to:*

- i. Participating in safety inspections with City Risk Management personnel;*
- ii. Reviewing and providing recommendations on City safety-related policies and programs; and*
- iii. Developing job hazard analyses.*

G. Consultant will also conduct an asbestos and mold inspection of the Carson Dominguez Room. The inspection will include the following services for asbestos-containing materials and mold, respectively:

Asbestos-Containing Materials

- i. Asbestos inspection and bulk sampling of suspect asbestos-containing drywall/joint compound and floor mastic/adhesive by a state certified asbestos consultant or certified site surveillance technician, utilizing modified Asbestos Hazards Emergency Response Act (AHERA) sampling protocols.*
- ii. Analysis of bulk samples (up to six [6] samples) by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory, utilizing Polarized Light Microscopy (PLM) (excluding Point Count).*
- iii. Evaluation of inspection and report preparation, including remedial recommendations.*

Mold

- i. Provide a limited mold inspection.*
- ii. Collect up to two (2) non-viable interior air samples and one (1) non-viable exterior air sample for laboratory analysis (48-hour turnaround).*
- iii. Collect up to three (3) mold swab samples for laboratory analysis (48-hour turnaround).*
- iv. Prepare a limited mold inspection, air and swab sample report.*

H. Consultant will also facilitate and present Cal/OSHA-related training sessions (2-hour and 4-hour training sessions) and certification courses, as needed, upon written request of the City."

D. Section I of Exhibit "C" ("Schedule of Compensation") of the Agreement is hereby amended to add the following:

	DESCRIPTION	RATE	TIME	SUB-BUDGET
...				
"M.	Two-Hour Cal/OSHA-related training sessions.	Flat Rate - \$1,250		
N.	Four-hour Cal/OSHA-related training sessions.	Flat Rate - \$1,750		
O.	Certification Courses	Per Person Flat Rate - \$		
P.	Asbestos and mold inspection of Carson Dominguez Room.	Flat Rate - \$1,250"		
Q.	Point Counting of trace levels of asbestos, if recommended and approved based on asbestos inspection of Carson Dominguez Room.	Flat Rate - \$75 per sample"		

E. Section V of Exhibit "C" ("Schedule of Compensation") of the Agreement is hereby amended to read as follows:

"The total compensation for the Services shall not exceed ~~\$24,999~~ \$50,000 as provided in Section 2.1 of this Agreement."

F. Exhibit "C-2" of the Agreement is hereby amended to provide that the rates set forth therein shall remain effective through 6/30/2019.

G. Section I of Exhibit "D" ("Schedule of Performance") of the Agreement is hereby amended to read as follows:

"The report referred in Exhibit II. A, shall be delivered within 10 days of Consultant's receipt of testing sample results for the report.

The air sampling will begin upon receipt of written authorization. It is anticipated that the testing will require less than one eight-hour shift to perform field activities, for both the pre-abatement and post-abatement testing.

The pre-abatement testing will require ten (10) working days to receive the laboratory's analytical results and to develop and submit the final report.

For the post-abatement testing, laboratory sample turnaround shall be expedited to 24-hour turnaround, and will require three (3) working days to receive the laboratory's analytical results and to develop and submit the final report.

For the asbestos & mold inspection of the Carson Dominguez room – laboratory turn-around time will be 48 hours from request of analysis.

Other services to be determined as requested by the City in writing."

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.** 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 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 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 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 Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

CTI ENVIRONMENTAL, INC.

By: _____
Name: Robin S. Thorne
Title: Chief Executive Officer

By: _____
Name: Robin S. Thorne
Title: Secretary

Address: 180 E. Ocean Blvd., Suite 650
Long Beach, CA 90802

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

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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