

AMENDMENT NO. 6

TO AGREEMENT FOR CONTRACT SERVICES

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Sixth Amendment”) by and between on the one hand, the **CITY OF CARSON**, a California municipal corporation, and the **CITY OF CARSON** in its capacity as the **SUCCESSOR AGENCY TO THE DISSOLVED CARSON REDEVELOPMENT AGENCY**, a public entity organized under California Health and Safety Code section 34173 (collectively “City” or “Agency”) and on the other hand, **TCM GROUP, A HILL INTERNATIONAL COMPANY**, a California Corporation (“Contractor” or “Engineer”) is effective as of the 5th day of February, 2019.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated February 17, 2009 (“Agreement”) whereby Contractor agreed to provide construction management services to City in connection with that certain project identified as Wilmington Avenue Interchange Modification at the I-405 Freeway, Project 919 for a sum not to exceed \$2,998,788.

B. City and Contractor entered into the First Amendment to the Agreement on February 19, 2013, whereby Contractor, then named TCM Group, Inc., requested that its name be modified to “TCM Group, Inc., a Hill International Company,” and whereby the termination date of the Agreement was extended to December 31, 2015.

C. City and Contractor entered into the Second Amendment to the Agreement on August 4, 2015, whereby City and Contractor (i) extended the term of the Agreement until December 31, 2016; (ii) increased the Contract Sum to \$3,778,778.16; (iii) modified the method of payment; (iv) listed Consultant’s employees who would be performing specific jobs under the Agreement; and (v) provided that the City would be reimbursed \$124,941.02 for overpayments, which amount would be taken from a sum of \$200,000 held in trust by the Redevelopment Agency for use towards reimbursement.

D. City and Contractor entered into the Third Amendment to the Agreement on September 6, 2016, whereby City and Contractor (i) extended the term of the Agreement until September 30, 2017; (ii) increased the Contract Sum to \$4,558,768.32.

E. City and Contractor entered into the Fourth Amendment to the Agreement on September 5, 2017, whereby City and Contractor (i) extended the term of the Agreement until June 30, 2018; (ii) increased the Contract Sum by \$259,997 to \$4,818,765.32, to account for increased costs relating to the Construction and Post Construction phases of the Agreement; (iii) established the method of payment for Construction Phase work completed after September 30, 2017; and (iv) established the method of payment for Post Construction Phase work.

F. City and Contractor entered into the Fifth Amendment to the Agreement on June 30, 2018, where by City and Contractor (i) extended the term of the Agreement until June 30,

2019; (ii) increased the Contract Sum by \$40,000 to \$4,858,765.32, to account for unexpected increased costs relating to the Post Construction phase of the Agreement which were out of the control of the Parties.

G. City's Public Works Department currently has one inspector and one supervisor to conduct various inspections of construction work within the public right-of-way, and they are struggling to meet current demands for inspections.

H. City's Public Works and Human Resources Departments are taking the steps necessary to ensure the appropriate resources are secured to assist in meeting the increased demands for inspections of construction work within the public right-of-way.

I. As part of its construction management services, Contractor has the capacity to provide an Interim Construction Inspector to carry out essential inspection duties until the City can secure Construction Inspector resources through the recruitment process.

J. City staff estimates the Interim Construction Inspector's services will be needed for the period of February 6, 2019 through May 5, 2019 and the cost of these services will not exceed \$60,000.

K. City and Contractor now desire to amend the Agreement to (i) expand the Scope of Services to include Interim Construction Inspector services provided by Contractor for the period of February 6, 2019 through May 5, 2019 and (ii) increase compensation by \$60,000 to cover the cost of the Interim Construction Inspector services provided by Contractor for the previously stated period, resulting in a total not-to-exceed contract sum of \$4,918,765.32.

TERMS

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

A. Section 1.1, Scope of Services: is hereby amended, to add the additional Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Section 2.1, Contract Sum: is hereby amended, to increase the total compensation by an amount not-to-exceed sixty thousand dollars (\$60,000.00), resulting in the total compensation pursuant to this Sixth Amendment to be an amount not-to-exceed four million nine hundred eighteen thousand seven hundred sixty five dollars and thirty two cents (\$4,918,765.32) by adding the additional compensation attached hereto as Exhibit "B."

C. Section 3.2, Schedule of Performance: is hereby amended, to add the additional Schedule of Performance attached hereto as Exhibit "C" and incorporated herein by this reference.

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 Sixth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Sixth Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor 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.

Contractor represents and warrants to City that, as of the date of this Sixth 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 Contractor that, as of the date of this Sixth Amendment, Contractor 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 Sixth 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
[ndp]

CONTRACTOR:

TCM GROUP, A HILL INTERNATIONAL
COMPANY

By: _____
Name: _____
Title: _____

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

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 _____, 2019 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	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

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 _____, 2019 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="display: flex; align-items: center;"><div style="flex: 1;"><input type="checkbox"/> PARTNER(S)</div><div style="flex: 1; text-align: center;">TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div>	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____ NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SIXTH AMENDMENT SCOPE OF SERVICES

The following item is added to the Exhibit “A” of the original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment to the Agreement.

Engineer will perform the following service:

Interim Construction Inspector. Under the direction of the Manager-Civil Engineering Construction, the Interim Construction Inspector will perform general inspection work involving public works construction and improvement projects.

A. Essential Duties and Responsibilities:

1. Inspect construction of streets, curbs, gutters, storm drains, sewers, sidewalks, curbs, water lines, alleys and related structures as assigned.
2. Inspect construction work under excavation permit.
3. Maintain records of work assignments.
4. Report on the quality of construction.
5. Assist in preparation of written reports of inspections.
6. Assemble a variety of information for the preparation of construction reports and studies.
7. Assist in the inspection of private construction performed under permit to assure conformity with regulations.
8. Investigate complaints and consult with the public.
9. Perform related duties as required.

EXHIBIT B
COMPENSATION

Engineer shall perform the following task at the following rate:

TASK		Rate	SUB-BUDGET
A.	Interim Construction Inspector	\$120.00/hr.	\$60,000*

*An additional compensation not to exceed \$60,000 to cover the costs for additional services reflected by Exhibit "A" above.

EXHIBIT C

SCHEDULE OF PERFORMANCE

Engineer shall perform the below services timely in accordance with the following schedule:

Task	Estimated Time to Perform	Estimated Rates	Deadline Date
A. Interim Construction Inspector	3 months	\$120.00/hr.	February 6, 2019 through May 5, 2019