

**AMENDMENT NO. 1
TO THE CONTRACT SERVICES AGREEMENT**

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and ALBERT GROVER & ASSOCIATES, a California corporation (“Consultant”) is effective as of the ____ day of _____, 2019.

RECITALS

A. On September 21, 2017, City executed a grant agreement with the California Department of Transportation for the Caltrans’s Active Transportation Program funds (“Grant”). The Grant furnishes funds for the Active Transportation Program Infrastructure Improvements, Project No. 1534 (the “Project”). The Grant funds cover Forty Six Thousand Dollars (\$46,000.00) of the Preliminary Engineering (PE) cost of the Project.

B. On May 2, 2017, City and Consultant entered into a contract services agreement (“Agreement”), whereby Consultant agreed to provide technical and engineering services for the Project.

C. Pursuant to the Agreement, the Consultant’s compensation shall not exceed Fifty Thousand Three Hundred Fourteen Dollars And No Cents (\$50,314.00). As of the date of this Amendment, there is a remaining balance of Twenty Six Thousand Nine Hundred Nineteen Dollars (\$26,919.00). Additionally, there is currently a balance of Three Thousand Nine Hundred and Six Dollars (\$3,960.00) owed to the Consultant for services rendered.

D. In order to pay the balance owed to the Consultant for services rendered, and to allow the Consultant to continue work toward the completion of the Project, the City requires a contract with a currently active term.

E. The term of the original agreement was for one year. However, due to internal delays at the City, the City was not able to provide the Consultant with timely review and commentary on its work. As such, the Consultant was not able to complete its work within the term of the agreement.

F. This Amendment to the Agreement would extend the term of the Agreement, such that the Consultant can continue to provide its services, including finalizing the plans, specifications, and estimates, and submitting those plans to the City for review and approval. Further, the Amendment will allow the City to pay the balance owed to the Consultant for the services already rendered.

G. City and Consultant now desire to amend the Agreement to extend the Agreement Term, and continue Consultant’s services, including finalizing the plans, specifications, and estimates, and submitting these plans to the City for review and approval.

H. Upon approval of this Amendment, City staff will issue a current Notice to Proceed, which will allow the Consultant to continue performance of services according to the revised Exhibit “D” – Schedule of Performance.

TERMS

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

A. Section 3.4, Performance Period (set forth in Exhibit B of the Agreement as a Special Requirement) is amended to read as follows:

“(a) This Agreement shall go into effect on May 2, 2017, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City’s Contract Officer. The Agreement shall end on ~~November 9, 2017~~ ***June 30, 2020*** unless extended by amendment.

(b) Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by the City.”

B. Subsection I, Section 1 is hereby deleted in its entirety from Exhibit “A” of the Agreement as followed:

~~“I. All proposed work shall be completed within 90 days from the Notice to Proceed, except the “as built” records.”~~

C. Exhibit “D” of the Agreement, Schedule of Performance, is replaced with Exhibit “D”, attached hereto and incorporated by 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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON NEXT PAGE]

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
[tc]

CONSULTANT:

ALBERT GROVER & ASSOCIATES

By: _____
Name: Chalap K. Sadam
Title: Vice President

By: _____
Name: Mark H. Miller
Title: Secretary

Address: 211 Imperial Highway, Suite 208
Fullerton, CA 92835

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 _____, 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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
<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 _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____

**EXHIBIT “D”
SCHEDULE OF PERFORMANCE**

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

	Deadline Date
A. Bike Lanes	6/30/2020
1. Project initiation meeting	Upon City staff’s request
2. Field recon and measurement surveys	6/30/2020
3. Signing and striping plan – 60% submittal	6/15/17
4. Signing and striping plan – 90% submittal	2 Months after Notice of City Comments of 60% Submission
5. Final signing and striping plan for new bike lanes	2 Months after Notice of City Comment of 90% Submission
6. Final construction plans	6/30/2020
7. Specifications - Draft	6/30/2020
8. Specifications – Final	6/30/2020
9. Estimates of quantities and costs	6/30/2020
10. Final CAD plans	6/30/2020
11. As-Built plans	30 Days following Project Completion
B. Bike Racks	6/30/2020
C. Vehicle Speed Feedback Signs	6/30/2020
D. Countdown Pedestrian Signals	6/30/2020
E. High Visibility Crosswalks	6/30/2020
F. ADA Compliant Curb Ramps	6/30/2020
G. Median Nose Cuts	6/30/2020

H.	Construction Support Services	Ongoing
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II. Consultant shall deliver the following tangible work products to the City during the time periods indicated below. Except for Mylars, Consultant may electronically submit deliverables listed below.

- | | | |
|----|--|---|
| A. | Base Map of Santa Fe Avenue | 6/15/17 |
| B. | Existing Conditions on Santa Fe Avenue | 6/15/17 |
| C. | Bike Lanes – Signing and Striping Plan | |
| | 1. 60% Project Completion | 6/15/17 |
| | 2. 90% Project Completion | 2 Months after Notice of City Comments on 60% Submission |
| | 3. Final Submission | 2 Months after Notice of City Comments on 90 % Submission |
| D. | Bike Lane Specifications | |
| | 1. Draft Specifications | 45 Days after NTP** |
| | 2. Final Specifications | 45 Days after Notice of City Comments on Draft Specifications |
| E. | Bike Lanes – Final Construction Plans, including CAD Files | 45 Days after NTP |
| F. | Bike Lanes – Estimates of quantities and costs | 45 Days after NTP |
| G. | Mylar Plans of Bike Lanes | 1 Week following Notice of City Comment on Final Construction Plans |
| H. | As-Built Plans (in both CAD and PDF form) | 30 Days following Project Completion |
| I. | Specifications for the following: | 3 Months after NTP |
| | 1. Bike Racks | |
| | 2. Vehicle Speed Feedback Signs | |
| | 3. Countdown Pedestrian Signals | |
| | 4. High Visibility Crosswalks | |
| | 5. ADA Compliant Curb Ramps | |
| | 6. Median Nose Cuts | |
| J. | Meeting Minutes | One week after each meeting |

*Notice of City Comment will be delivered to Consultant following City's completed review, and will include any applicable comments or markups.

** Notice to Proceed (NTP) – Staff will issue a current NTP following execution of this Amendment.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.