

AMENDMENT NO. 1

TO AGREEMENT FOR PROJECT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES (“Amendment”) by and between the CITY OF CARSON (“City”) and COUNTY SANITATION DISTRICT NO. 2 of LOS ANGELES COUNTY (“District”) is effective as of the 14th day of January, 2020.

RECITALS

A. City and District entered into that certain Agreement for Project Services dated July 19, 2016 (“Agreement”) whereby District agreed to provide support and oversight for the stormwater project at and underneath Carriage Crest Park in the City (“Project”).

B. Due to construction delays in the Project, District will provide additional construction management services for the Project.

C. City and District now desire to amend the Agreement to increase the total compensation for the work by \$925,000.

TERMS

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

(a) Section 4, Deposit and Payment, is hereby revised as follows (additions in ***bold italics***, deletions in ~~strikethrough~~):

The City shall pay the District on a time-and-material basis, not to exceed ***\$3,776,000*** ~~\$2,851,000~~ without further authorization from the City of Carson. The City shall deposit with the District an initial payment of \$250,000 to be used toward any allowable costs of the Project.

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 District 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.

District 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 District that, as of the date of this Amendment, District 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

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney [LTF]

DISTRICT:

COUNTY SANITATION DISTRICT NO. 2 OF
LOS ANGELES COUNTY

Chairperson

ATTEST:

APPROVED AS TO FORM:
