

## **AMENDMENT NO. 2**

### **TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and C&C ENGINEERING, INC., dba CNC ENGINEERING, a California corporation ("Consultant") is effective as of the 30th day of December, 2019.

### **RECITALS**

A. On September 5, 2007, City and Consultant entered into a professional services agreement, whereby Consultant agreed to provide technical and engineering services for the Broadway Improvement Project No. 1276, to provide plans, specifications, and estimates for the rehabilitation of Broadway from Main Street to Alondra Boulevard (the "2007 Agreement").

B. City received a grant from Metropolitan Transportation Authority ("MTA") as part of the 2013 Call for Projects to upgrade 5 signalized intersection on Broadway from Victoria to Alondra (the "Grant Project"). The grant will cover Five Hundred Thirty-Eight Thousand Six Hundred Thirty-Eight Dollars And No Cent (\$538,638.00) of the estimated total cost of the project, which is Eight Hundred Thirteen Thousand Two Hundred Eighty-Nine And No Cents (\$813,289.00). The funding agreement between the City and MTA was approved by the City Council and fully executed on December 15, 2015.

C. As part of the Grant Project, the City had to update the construction documents for signal modification plans prepared pursuant to the 2007 Agreement at the following intersections: Broadway at Victoria Street; Broadway at the pedestrian crossing 350 feet south of Albertoni Street; Broadway at Albertoni Street; Broadway at Gardena Blvd; and Broadway at Alondra Blvd. The signal plans

D. To update work that Contractor performed pursuant to the 2007 Agreement, City and Consultant entered into that certain Agreement for Contractual Services dated August 2, 2016 ("Agreement") whereby Consultant agreed to provide construction documents for signal modification plans prepared pursuant to the 2007 Agreement ("Services") for a total contract sum not to exceed \$50,320.00.

E. On August 13, 2018, City and Consultant entered into an amendment to the Agreement ("Amendment No. 1") to permit Consultant to include the appropriate corporate name for the Consultant, to extend the term of the Agreement through December 31, 2019, to revise the signal modification plans, to revise the signal interconnect plans, and to resubmit these plans to the City for review and approval.

F. City and Consultant now desire to amend the Agreement to extend the term of the Agreement through February 28, 2021 to allow Consultant to complete the remaining Services in the Agreement.

## 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, Term, is amended to read as follows:**

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from ~~and after July 2, 2016~~ ***through*** ~~and end on the close of business on December 31, 2019~~ ***February 28, 2021***, ~~having been extended by Amendment No. 1 to December 31, 2019~~, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

**d) Section IV. of Exhibit D, Schedule of Performance, is repealed in its entirety.**

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 No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 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 No. 2, 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 No. 2, 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 No. 2.

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 Amendment No. 2 on the date(s) set forth below, with the express intent that this Amendment No. 2 be effective as of December 30, 2019.

**CITY:**

CITY OF CARSON, a municipal corporation

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

Date: \_\_\_\_\_, 2020

**ATTEST:**

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

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[ndp]

**CONSULTANT:**

CNC ENGINEERING

By: \_\_\_\_\_  
Name: Clement N. Calvillo  
Title: President

By: \_\_\_\_\_  
Name: Mary Calvillo  
Title: Secretary

Address: 255 N Hacienda Boulevard, Suite 222  
City of Industry, CA 91744

Date: \_\_\_\_\_, 2020

**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 \_\_\_\_\_, 2020 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.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div style="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 _____	
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

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