

AMENDMENT NO. 5

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 CSG Consultants, Inc., a California corporation (“Consultant”), is effective as of the 1st day of May, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated December 6, 2016 (“Agreement”) whereby Consultant agreed to provide On-Call Planning Services.

B. Since the Agreement was initiated, the City has experienced an increased demand for on-call planning services from large development projects. In order to meet this increased demand for on-call planning services, City and Consultant entered into Amendment No. 1 to the Agreement on November 6, 2017, whereby City and Consultant increased the Contract Sum from \$300,000 to \$600,000.

C. In order to meet continued demand for planning services, City and Consultant entered into Amendment No. 2 to the Agreement on March 5, 2019, whereby City and Consultant increased the Contract Sum from \$600,000 to \$821,000.

D. City and Consultant entered into Amendment No. 3 to the Agreement on May 7, 2019, whereby City and Consultant increased the Contract Sum by \$210,000 for a not-to-exceed amount of \$1,031,000, and shortened the term of the Agreement to expire on October 31, 2019, in anticipation of recruiting planning staff to fill vacant positions and decrease use of on-call planning consultants, but retained the existing two one-year options to extend the Agreement term.

E. City and Consultant entered into Amendment No. 4 to the Agreement on September 17, 2019, whereby City and Consultant: (1) increased the Contract Sum by \$170,000 for a not-to-exceed amount of \$1,201,000; (2) exercised an option to extend the Term of the Agreement by six months for an expiration date of April 30, 2020, in anticipation of recruiting planning staff to fill vacant positions and decrease use of on-call planning consultants; (3) amended the structure of the City’s option to extend, providing the City with one or multiple options to extend the Term until October 30, 2021; and (4) increased the Consultant’s hourly rates to enable the City to continue to Consultant’s on-call planning services as necessary for temporary staff augmentation, specialized planning services, or continuity of pending projects.

F. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement through June 30, 2022, and increase the Contract Sum by \$675,000 for a not-to-exceed amount of \$1,876,000, to enable the City to continue to utilize Consultant’s on-call planning services as necessary for planning staff augmentation, specialized planning services, and continuity of pending projects through June 30, 2022.

G. City and Consultant intend to ratify and affirm through this Amendment the continuous and uninterrupted term of the Agreement commencing December 6, 2016 and continuing through the effective date of this Amendment.

TERMS

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

a. Section 2.1, "Contract Sum," is hereby amended as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed *One Million Eight Hundred Seventy-Six Thousand Dollars (\$1,876,000.00)* ~~One Million Two Hundred One Thousand Dollars (\$1,201,000.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

b. Section 3.4, "Term," is hereby amended as follows:

"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 but not exceeding *June 30, 2022* ~~April 30, 2020~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City shall have the right, but not the obligation, in its sole and unfettered discretion, to extend the Term of this Agreement; *for one (1) one-year extension period from July 1, 2022 to June 30, 2023 in the form of one or multiple extensions, to any date not exceeding October 30, 2021.*

c. Section 4.1, "Representatives and Personnel of Consultant" is hereby amended to designate "Ethan Edwards" as the Principal of Consultant in place of "Paul Armstrong."

d. Section V of Exhibit A, "Scope of Services," is hereby amended as follows:

"Consultant will utilize the following personnel to accomplish the Services:

A. ~~Mr. Paul Armstrong~~ *Duly authorized and qualified personnel as mutually deemed appropriate by Consultant's Principal and the Contract Officer.*

B. ~~Mr. John Ramirez~~

C. ~~Mr. Ethan Edwards~~

e. Section IV of Exhibit C, "Schedule of Compensation," is hereby amended as follows:

"The total compensation for the Services shall not exceed *\$1,876,000.00* ~~\$1,201,000.00~~ as provided in Section 2.1 of this Agreement."

f. Exhibit C-1 is hereby amended as follows:

“The rates specified below are valid from December 6, 2016 through October 31, 2019. Any rate increase will be based on prevailing wages and negotiated with the City, provided that under no circumstances will payment to the Consultant exceed the Contract Sum, in accordance with Section 2.1.

<u>Review Type/Role</u>	<u>All Inclusive Fee/Hourly Rate</u>
Principal Planner	\$115
Senior Planner	\$90
Associate Planner	\$75
Assistant Planner	\$60
Planning Technician	\$50

The rates specified below ~~will become~~ *are* effective *from* on November 1, 2019 ~~and will remain in effect~~ through April 30, 2020. Any rate increase will be based on prevailing wages and negotiated with the City, provided that under no circumstances will payment to the Consultant exceed the Contract Sum, in accordance with Section 2.1.

<u>Review Type/Role</u>	<u>All Inclusive Fee/Hourly Rate</u>
Planning Manager	\$160
Principal Planner	\$145
Senior Planner	\$125
Associate Planner	\$105
Assistant Planner	\$85
Planning Technician	\$70

The rates specified below will become effective on May 1, 2020 and will remain in effect through June 30, 2022. Any rate increase will be based on prevailing wages and negotiated with the City, provided that under no circumstances will payment to the Consultant exceed the Contract Sum, in accordance with Section 2.1.

<u>Review Type/Role</u>	<u>All Inclusive Fee/Hourly Rate</u>
<i>Planning Manager</i>	<i>\$165</i>
<i>Principal Planner</i>	<i>\$150</i>
<i>Senior Planner</i>	<i>\$129</i>
<i>Associate Planner</i>	<i>\$109</i>
<i>Assistant Planner</i>	<i>\$88</i>
<i>Planning Technician</i>	<i>\$72”</i>

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 Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 dates set forth below, with express intent that this Amendment be effective on May 1, 2020.

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
[BRJ]

CONSULTANT:

CSG CONSULTANTS, INC., a California corporation

By: _____
Name: Cyrus Kianpour, PE, PLS
Title: President

By: _____
Name: Nourdin Khayata, PE
Title: Secretary
Address: 550 Pilgrim Drive
Foster City, CA 94404

Date: May 31, 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.

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 San Mateo)

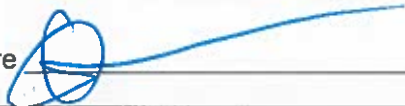
On March 31, 2020 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

personally appeared Cyrus Kianpour,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ in
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.

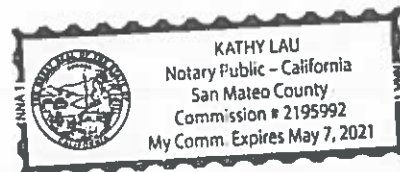
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



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 San Mateo)

On March 31, 2020 before me, Kathy Lau, Notary Public
(insert name and title of the officer)

personally appeared Nourdin Khayata
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(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 _____

(Seal)

