

C-19-018

AMENDMENT NO. 1

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 P.A. Arca Engineering a professional engineering services corporation ("Consultant") is effective as of the 26th day of April, 2019.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated April 2, 2019 ("Agreement") whereby Consultant agreed to provide On-Call Engineering Services.

B. City and Consultant now desire to amend the Agreement to decrease the Contract Sum from Five Hundred Thousand Dollars (\$500,000.00) to Two Hundred and Fifty Thousand Dollars (\$250,000.00), as directed by the City Council at the special meeting held on April 26, 2019.

TERMS

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

A. Section 2.1, Contract Sum, of the Agreement, is hereby amended to read 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 ~~Five Hundred Thousand Dollars (\$500,000)~~ ***Two Hundred Fifty Thousand Dollars (\$250,000)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

B. Exhibit B, Section II, amending Section 2.1, Contract Sum, of the Agreement, is hereby amended to read as follows:

Section 2.1, Contract Sum, of the Agreement shall be amended as follows (deletions shown in ~~strike through~~ and additions shown in ***bold and italics***):

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 ~~Five Hundred Thousand Dollars (\$500,000)~~ ***Two Hundred Fifty Thousand Dollars (\$250,000)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8 ***or subsequently approved by the City Council.***

EXHIBIT No. 6

- C. Exhibit C, Section IX, shall be amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold and italics***):

The total compensation for the Services shall not exceed ~~\$500,000~~ ***\$250,000*** for the term of this Agreement, as provided in Section 2.1 of this Agreement, and as amended in Exhibit "B."

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.

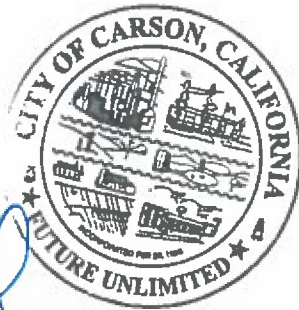
City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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.

[SIGNATURES ON FOLLOWING PAGE]

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



ATTEST:


Donesia Gause-Aldana, City Clerk

CITY:

CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney [tc]

CONSULTANT:

P.A. Arca Engineering/Union-Eng

By:


Name: Perfecto A. Arca, PE

Title: President (Arca Engineering)

By:


Name: Dennis Arca

Title: Corporate Secretary

Address: 500 E. Carson Street

Carson CA 90746

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

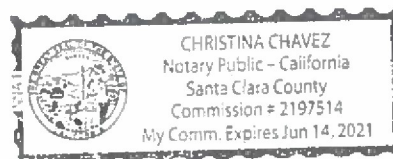
COUNTY OF LOS ANGELES

On May 9, 2019 before me, Christina Chavez, Notary Public, personally appeared Perfecto A. Arca, 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: Christina Chavez



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
INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

Amendment No 1 to agreement
for contract services
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

May 9, 2019
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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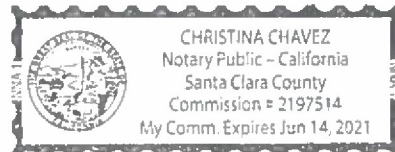
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