



City of Carson Report to Successor Agency

October 2, 2012
New Business Consent

SUBJECT: CONSIDERATION OF APPROVAL OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH VANIR CONSTRUCTION MANAGEMENT, INC.; THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH A.G.I. GEOTECHNICAL, INC.; AND THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WESTBERG AND WHITE, INC., FOR PROJECT NO. 1223: CARSON PARK MASTER PLAN

Submitted by Farrokh Abolfathi
Acting Director of Public Works

Approved by David C. Biggs
City Manager

I. SUMMARY

With respect to Project No. 1223: Carson Park Master Plan (CPMP), due to the recent changes in the construction management and inspection services, geotechnical observation and testing services, architectural design services, and contracts and funding requirements, staff requests City Council's authorization to proceed with the Third Amendment to the Professional Services Agreement with Vanir Construction Management, Inc. (Vanir), for the additional construction management and inspection services; the First Amendment to the Professional Services Agreement with A.G.I. Geotechnical, Inc., for geotechnical observation and testing services; and the First Amendment to the Professional Services Agreement with Westberg and White, Inc., for architectural design services; and contracts and funding requirements.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Third Amendment to the Professional Services Agreement between the Carson Successor Agency and Vanir Construction Management, Inc., for the additional construction management time and construction inspection services needed to complete Project No. 1223: Carson Park Master Plan, for a negotiated fee not-to-exceed \$89,385.00.
2. APPROVE the First Amendment to the Professional Services Agreement between the Carson Successor Agency and A.G.I. Geotechnical, Inc., for the additional geotechnical observation and testing services needed to complete Project No. 1223: Carson Park Master Plan, for a negotiated fee not-to-exceed \$14,000.00.

3. APPROVE the First Amendment to the Professional Services Agreement between the Carson Successor Agency and Westberg and White, Inc. for the additional professional services needed to complete Project No. 1223: Carson Park Master Plan, for a negotiated fee not-to-exceed \$39,050.00.
4. AUTHORIZE the Mayor to execute the Third Amendment to the Professional Services Agreement between the Carson Successor Agency and Vanir Construction Management, Inc., after approval as to form by the City Attorney.
5. AUTHORIZE the Mayor to execute the First Amendment to the Professional Services Agreement between the Carson Successor Agency and A.G.I. Geotechnical, Inc., after approval as to form by the City Attorney.
6. AUTHORIZE the Mayor to execute the First Amendment to the Professional Services Agreement between the Carson Successor Agency and Westberg and White, Inc. after approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the Third Amendment to the Professional Services Agreement with Vanir.
2. DO NOT APPROVE the First Amendment to the Professional Services Agreement with A.G.I. Geotechnical, Inc.
3. DO NOT APPROVE the First Amendment to the Professional Services Agreement with Westberg and White, Inc.
4. TAKE another action the Carson Successor Agency deems appropriate consistent with the requirements of law.

IV. BACKGROUND

The City's Capital Improvement Program (CIP) calls for the construction of Project No. 1223: Carson Park Master Plan, located at 21411 S. Orrick Avenue (Exhibit No. 1). Carson Park occupies 10.9 acres and is developed with ball fields, 2 basketball courts, a children's play area, a horse shoe area, meeting/craft rooms, picnic areas, a snack bar, volleyball courts, and a swimming pool.

The Carson Park Master Plan proposes construction of a 21,210 square foot building for a gymnasium, activity room, dance room, computer room, workout area, childcare facility, and a concession area. The existing community center and remote restroom buildings were demolished and will be reconstructed as part of these improvements.

On December 1, 2009, the Carson Successor Agency approved a Professional Services Agreement with Westberg and White, Inc., (Westberg) for the

preparation of the construction plans, specifications and estimates (PS&E) for Project No. 1223: Carson Park Master Plan (Exhibit No. 2). Per request of the Parks and Recreation Division, staff directed Westberg to provide additional service to develop food service design for the concession area to allow for food preparation rather than selling just packaged items as intended in the original concept. Plans and specifications were then prepared and completed for the construction of the Carson Park project.

Recently, Parks and Recreation Division requested to include the limited renovation of the existing Carson Park Aquatic Facility to the on going Carson Park Master Plan project. Staff therefore directed Westberg to prepare additional plans and specifications to include the additional work such as replacement of underwater lights, handrails, lifeguard stands, perimeter coping and gutter tile and cap for the swimming pool, resurfacing existing pool decking, and improvement to existing drainage systems. For these additional services, Westberg submitted their proposals, and staff negotiated the agreement revision for an additional fee not-to-exceed \$39,050.00.

On September 6, 2011, the Successor Agency approved the Professional Services Agreement with Vanir Construction Management, Inc., to provide constructability review, construction management, and inspection services for a negotiated fee not-to-exceed \$706,540.00. At that same meeting, the construction contract was awarded to CWS Systems, Inc., for the amount of \$9,351,000.00 and was made subject to the Project Labor Agreement (PLA); the award was challenged by the second lowest bidder, Western Group, Inc. (Exhibit No. 3).

On February 1, 2012, the Carson Successor Agency and the City of Carson entered into an ancillary contract with A.G.I. Geotechnical, Inc. (A.G.I.), to perform certain soil testing services in connection with the construction of the Carson Park Master Plan for a not-to-exceed amount of \$24,560.00. This ancillary contract was not made subject to the PLA, because the total contract amount was less than the threshold amount to initiate the application of the PLA to this contract.

The bid protest appeal by Western Group, Inc. (Western), on the contract awarded to CWS Systems, Inc., required the additional services of Vanir by assisting the City staff and the Agency Counsel's office in providing technical information necessary in determining the valid basis for the rejection of Western's bid, and the determination that Western's bid did not meet the requirements of the contract documents. The services provided by Vanir during the bid protest appeal process were not included in their original agreement's scope of work for this project. Therefore, on April 3, 2012, the Successor Agency approved the First Amendment to the Professional Services Agreement

with Vanir Construction Management, Inc., expanding the scope of work to include these services for a negotiated fee not-to-exceed \$23,260.00 (Exhibit No. 4).

At that same meeting, the City Council made the policy determination that all construction related contracts associated with the implementation of the Carson Park Master Plan be subject to the PLA. Accordingly, the City Council directed staff to contact Vanir and A.G.I., and request that each ancillary vendor agree to voluntarily amend their agreement to make the construction inspection services and the soil testing services subject to the PLA. The City Council agreed that any increase in costs in implementing the PLA for the entire Carson Park Master Plan shall be funded from the City's general fund.

Staff contacted Vanir and A.G.I. and requested them to submit their proposals and include construction inspection and soil inspection services, respectively; being subject to the PLA. Vanir submitted their proposal, and staff negotiated the agreement revision for an additional fee not-to-exceed \$73,832.00. A.G.I., however, expressed their unwillingness to submit a proposal, and they explained that since they are a consulting firm, it is their understanding that their soil testing services are not subject to the PLA. Since it was voluntary on the part of the ancillary vendors to have their services subject to the PLA, A.G.I. decided not to participate.

On May 1, 2012, the Successor Agency approved the Second Amendment to the Professional Services Agreement between the Carson Successor Agency and Vanir Construction Management, Inc., to include that construction inspection services performed by Vanir Construction Management, Inc.'s, sub-consultant be subjected to the City of Carson's PLA for a negotiated fee not-to-exceed \$73,832.00 (Exhibit No. 5).

The Carson Park facility is under construction and progressing. The expected completion date is January 2013. Vanir has consistently monitored and inspected all project construction activities since the start of construction and is facilitating project progression per approved plans and specifications and construction schedules. A.G.I. has performed all materials testing, soil compaction testing and certification for sub grades, base materials, and other related construction materials as required for the completion of the project.

The Carson Park Master Plan is a complex project that involves different building elements and construction trades. Any delay in any of the trades involved would impact the overall schedule and the timely completion of the project. One of the major elements in the critical path of the project is the structural steel members needed for the overall structural frame of the building. Unfortunately, the steel subcontractor failed to provide, in a timely manner, the

structural steel members needed for the building to allow the construction to progress without delay. This delay in the fabrication of the structural steel generated additional inspection services needed from Vanir as required by the Building Code. In addition, there are various field changes during construction due to unforeseen and unknown conditions, such as damage to unknown water lines on several locations that resulted in minor flooding on site, which requires additional materials testing, soil compaction testing and recertification from A.G.I. to ensure that the required compaction of the soils is not compromised. Parks and Recreation staff also requested additional improvements outside of the original scope of work which require additional work and time. Engineering staff worked with the Architect and Parks and Recreation staff to incorporate the improvements requested to be made to the facility. The additional improvements will help improve the facility's usability, functionality, and operational efficiency.

To accommodate the additional requests, Vanir and A.G.I. requested additional professional fees due to the amount of construction management work, construction inspection services, geotechnical observation and testing services necessary that would be extremely difficult to handle adequately and timely within their existing contract. The additional fees will also include the additional time necessary for Vanir's inspector to perform additional steel welding inspection services, while the steel subcontractor is completing the fabrication of the structural steel members. These services are needed to ensure ample attention on the field activities, such as coordination between contractor and sub contractor, which includes the architect and engineers, monitoring the project schedule, minimizing potential delays, and quality control issues.

The construction of the Carson Park facility is approximately 70% complete, with a reasonable number of change orders experienced to date. It was determined that the remaining task to complete the facility would require the extended services of Vanir and A.G.I. to help ensure that the contractor meets the target completion date, allowing the City to open the facility by early 2013.

For these additional services, Vanir submitted their proposals, and staff negotiated the agreement revision for an additional fee no-to-exceed \$89,385.00 (Exhibit No. 6). A.G.I. also submitted their proposals, and staff negotiated the agreement revision for an additional fee not-to-exceed \$14,000.00 (Exhibit No. 7).

The construction contingencies budgeted for this project is \$1,402,650.00. Considering the approved change orders for this project and the anticipated future changes to complete this project, the approved contingency fund for this project will be sufficient to cover the cost of the additional inspection services and construction management services requested by Vanir, and the cost of the additional geotechnical observation and testing requested by A.G.I. It is staff's

recommendation to utilize the contingency fund to cover this cost in lieu of using the City's general fund.

Based on the above, staff is requesting that the Carson Successor Agency approve the Third Amendment to the Professional Services Agreement with Vanir Construction Management, Inc., for the required additional inspection services and for the extension of time necessary to provide construction management (Exhibit No. 6); and the First Amendment to the Professional Services Agreement with A.G.I. Geotechnical, Inc., for the additional geotechnical observation and testing services (Exhibit No. 7); and the First Amendment to the Professional Services Agreement with Westberg and White, Inc. for the additional architectural design services (Exhibit No. 8), needed to complete the project for the not-to-exceed amounts specified above.

V. FISCAL IMPACT

The total construction bid amount for this improvement project is \$9,351,000.00, and the total cost of the professional services and contingency is now \$3,050,631.00. Funds for this project, in the amount of \$10,000,000.00, were included in the FY 2011/12 Consolidated Project Area budget account no. 30-70-710-996-8004/0122301; and on September 6, 2011, an additional \$2,327,799.00 was appropriated from the Carson Consolidated Project Area fund balance to account no. 30-70-710-996-8004/0122301. On April 3, 2012, the Successor Agency approved the First Amendment to the Professional Services Agreement with Vanir Construction Management, Inc., for a negotiated fee not-to-exceed \$23,260.00. On May 1, 2012, an additional \$73,832.00 was appropriated from the general fund balance to account no. 01-99-999-004-8004/0122301. The total project budget is now \$12,401,631.00.

The original construction contingency budgeted for this project was calculated generously and it is anticipated that at the end of the project, after factoring all the approved change orders and the future change orders, there will be surplus in the contingency fund that can be used to cover the cost of the amendments to the existing consultant's contract. The total cost of the proposed amendments to the existing consultants contract is \$165,695.00. Since it is anticipated that there will be surplus at the end of the project, staff recommends to reallocate a portion of the construction contingency fund to cover the cost of the proposed amendments to the existing contracts. The current estimated balance for the contingency fund is \$1,378,090.00.

ANTICIPATED USES OF FUNDS:

	ORIGINAL BUDGET	MODIFIED BUDGET	FIRST AMENDMENT	SECOND AMENDMENT	THIRD AMENDMENT	REVISED BUDGET
Construction Cost	\$9,351,000.00					\$9,351,000.00
Construction Contingency	1,378,090.00		-\$76,310.00		-\$89,385.00	1,212,395.00
Design Architect	707,609.00		\$39,050.00			746,659.00
Staff augmentation	160,000.00					160,000.00
Construction Management/Inspection	706,540.00		23,260.00	\$73,832.00	89,385.00	893,017.00
Soils Inspection	24,560.00		14,000.00			38,560.00
Allocated From the General Fund		\$73,832.00		-\$73,832.00		
TOTAL	\$12,327,799.00	\$73,832.00	\$0.00	\$0.00	\$0.00	\$12,401,631.00

VI. EXHIBITS

1. Location Map. (pg. 9)
2. Minutes, Dec. 1, 2009, Item No. 2 (pg. 10)
3. Minutes, Sept. 6, 2011, Item Nos. 3 & 4. (pg. 11)
4. Minutes, April 3, 2012, Item No. 3. (pg. 12)
5. Minutes, May 1, 2012, Item No. 1. (pg. 13)
6. Third Amendment to the Professional Services Agreement with Vanir. (pgs. 14-18)
7. First Amendment to the Professional Agreement with A.G.I. Geotechnical, Inc. (pgs. 19-23)
8. First Amendment to the Professional Agreement with Westberg and White, Inc. (pgs. 24-28)

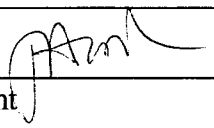
Prepared by: Gilbert Marquez, P.E.

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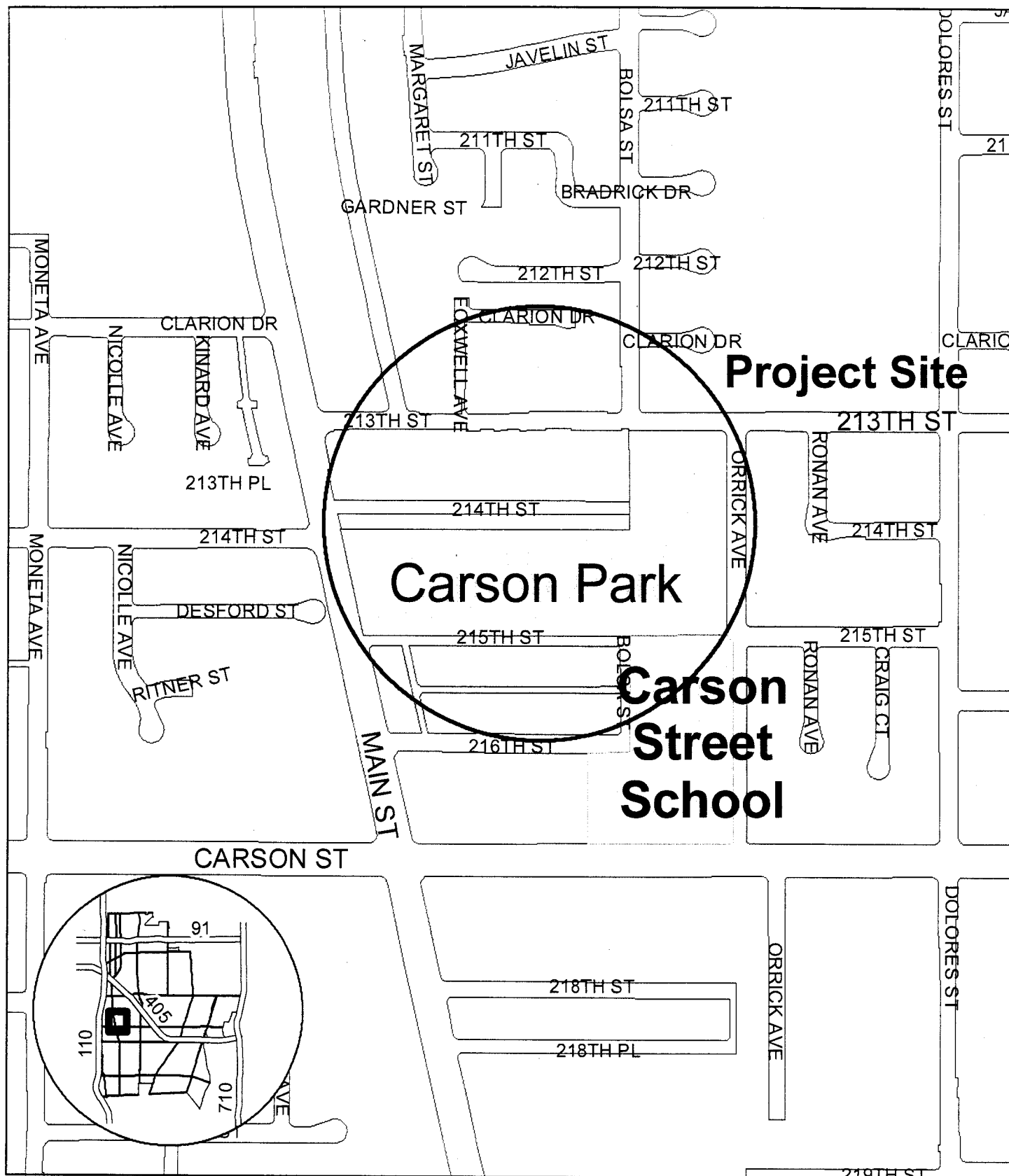
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TO: Rev09-04-2012

Reviewed by:

City Clerk	City Treasurer
Administrative Services 	Public Works
Community Development	Community Services

Action taken by City Council	
Date _____	Action _____



Location Map
Project No. 1223
Carson Park Master Plan



EXHIBIT NO. 1

**ITEM NO. (4) CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH
WESTBERG AND WHITE, INC. TO PREPARE PLANS, SPECIFICATIONS
AND ESTIMATES FOR PROJECT NO. 1223: CARSON PARK MASTER
PLAN (DEVELOPMENT SERVICES)**

RECOMMENDATION for the Redevelopment Agency:

TAKE the following actions:

1. APPROVE a Professional Services Agreement with Westberg and White, Inc. to prepare plans, specifications and estimates for Project No. 1223: Carson Park Master Plan, for a negotiated fee not to exceed \$707,609.00.
2. AUTHORIZE the Agency Chairman to execute the Professional Services Agreement following approval as to form by the Agency Counsel.

ACTION: Item No. 4 was approved on the New Business Consent Calendar on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

Ayes: Chairman Dear, Chairman Pro Tem Davis-Holmes, Agency Member Santarina,
Agency Member Gipson, and Agency Member Ruiz-Raber
Noes: None
Abstain: None
Absent: None

Agency Item No. 3: **CONSIDER AN AWARD OF A CONSTRUCTION CONTRACT FOR PROJECT NO. 1223: CARSON PARK MASTER PLAN (DEVELOPMENT SERVICES)**

Agency Item No. 4: **CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH VANIR CONSTRUCTION MANAGEMENT, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR PROJECT NO. 1223: CARSON PARK MASTER PLAN (DEVELOPMENT SERVICES)**

Council Item No. 8: **MEETING DISPOSITION: CITY COUNCIL POLICY SUB-COMMITTEE (ADMINISTRATIVE SERVICES)**

Council Item No. 12: **CONSIDER APPROVAL OF CARSON CIRCUIT FIXED ROUTE CHANGES TO ROUTE E (DEL AMO) AND ROUTE G (METRO BLUE LINE 2) (DEVELOPMENT SERVICES)**

Council Item No. 14: **CONSIDERATION TO ACCEPT THE 2011 CALTRANS COMMUNITY-BASED TRANSPORTATION PLANNING GRANT TO CREATE A COMPREHENSIVE MASTER PLAN OF BIKEWAYS (ECONOMIC DEVELOPMENT)**

The motion to approve Council New Business Consent Calendar Item Nos. 2, 3, 5, 6, 7, 9, 10, 11, 13, 15, 16, 17, 19, 20, 21, and 22 and Agency New Business Consent Calendar Item Nos. 1, 2, and 5 was unanimously carried by the following vote:

Ayes: Mayor/Chairman Dear, Mayor Pro Tem/Vice Chairman Ruiz-Raber, Council/Agency Member Davis Holmes, Council/Agency Member Gipson, and Council/Agency Member Santarina

Noes: None

Abstain: None

Absent: None

RECESS: After the New Business Consent Calendar, the City Council was Recessed at 10:25 P.M. by Mayor/Chairman Dear to the Redevelopment Agency to discuss Agency Item No. 6.



ITEM NO. (3) CONSIDERATION OF AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH VANIR CONSTRUCTION MANAGEMENT, INC., FOR PROJECT NO. 1223: CARSON PARK MASTER PLAN (DEVELOPMENT SERVICES)

RECOMMENDATION for the Carson Successor Agency:

TAKE the following actions:

1. APPROVE an Amended Professional Services Agreement between the Carson Successor Agency and Vanir Construction Management, Inc., expanding the scope of work for Project No. 1223: Carson Park Master Plan, for a negotiated fee not-to-exceed \$23,260.00.
2. AUTHORIZE the Mayor to execute the amended contract after approval as to form by the City Attorney.

ACTION: Item No. 3 was approved on the New Business Consent Calendar on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Dear, Mayor Pro Tem/Vice Agency Chairman/Vice Authority Chairman Ruiz-Raber, Council/Agency Member/Authority Commissioner Davis Holmes, Council/Agency Member/Authority Commissioner Gipson, and Council/Agency Member/Authority Commissioner Santarina

Noes: None

Abstain: None

Absent: None

EXHIBIT NO. 04



**ITEM NO. (1) CONSIDERATION OF THE SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH VANIR
CONSTRUCTION MANAGEMENT, INC., FOR PROJECT NO.
1223: CARSON PARK MASTER PLAN**

City Manager/Executive Director Biggs summarized the staff report and recommendation.

RECOMMENDATION for the Successor Agency / City Council:

TAKE the following actions:

1. APPROVE the Second Amendment to the Professional Services Agreement between the Carson Successor Agency and Vanir Construction Management, Inc., to include that construction inspection services performed by Vanir Construction Management, Inc.'s sub-consultant be subjected to the City of Carson Project Labor Agreement for Project No. 1223: Carson Park Master Plan, for a negotiated fee not-to-exceed \$73,832.00.
2. AUTHORIZE the Mayor to execute the Second Amendment to the Professional Services Agreement between the Carson Successor Agency and Vanir Construction Management, Inc., after approval as to form by the City Attorney.

This item was approved:

ITEM No. 1 (SA) and ITEM No. 4 (CC): Consideration of the 2nd Amendment to the Professional Services Agreement with Vanir Construction Management, Inc., for Project No. 1223: Carson Park Master Plan.

Motion made by: Mayor Jim Dear, Seconded by: Mayor Pro Tem Julie Ruiz-Raber

Motion carried by:

AYES: Council members Gipson, Santarina, Mayor Pro Tem Ruiz-Rabor, Mayor Dear

NOES: Council members Lula Davis-Holmes

Absent: None

Abstain: None

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
PROJECT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
PROJ. NO. 1223 – CARSON PARK MASTER PLAN
(Carson Successor Agency/Vanir Construction Management, Inc.)**

This "Third Amendment to Professional Services Agreement for Project Construction Management and Inspection Services," ("Third Amendment"), is effective as of October 2, 2012, and is by and between CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California ("Agency") and VANIR CONSTRUCTION MANAGEMENT, INC. a California corporation (herein "Consultant") and is an amendment to that certain "Professional Services Agreement for Project Construction Management and Inspection Services ("Contract"), executed by and between the parties effective as of September 6, 2011. (The term Consultant includes professionals performing in a consulting capacity.)

RECITALS

A. Agency and Consultant have entered into a contract (attached as Exhibit 1) effective September 6, 2011, by which Consultant would provide project construction management and inspection for Carson Park Master Plan project to the City of Carson.

B. The additional work is required as follows:

- Provide additional construction management work, construction inspection, and steel welding inspection services, while the steel subcontractor is completing the fabrication of the structural steel members. These services are needed to ensure ample attention on the field activities, such as coordination between contractor and sub contractor, which includes the architect and engineers, monitoring the project schedule, minimizing potential delays, and quality control issues.

C. Accordingly, the parties desire to amend the Agreement to expand the description of work and increase the compensation by \$89,385.00 to perform work beyond that provided in the original scope of work and to facilitate the changes and provide for the timely completion of the project construction.

CONTRACT

NOW, THEREFORE, in consideration of performance, by the parties hereto, of the promises, covenants, and conditions herein contained, the parties hereto agree to the terms of this Third Amendment and hereby amend the following provisions of the Contract:

1. Section 1.1. "Scope of Services", is hereby amended, to add the following to the "Scope of Services," at the end thereof:

EXHIBIT NO. 06



- Provide additional construction management work, construction inspection, and steel welding inspection services, while the steel subcontractor is completing the fabrication of the structural steel members. These services are needed to ensure ample attention on the field activities, such as coordination between contractor and sub contractor, which includes the architect and engineers, monitoring the project schedule, minimizing potential delays, and quality control issues.

2. Section 2.0. Compensation: is hereby amended, to increase the total compensation by an amount not-to-exceed eighty nine thousand three hundred eighty five dollars (\$89,385.00) attached hereto as Exhibit "B" and incorporated herein by this reference.

Except as amended by this Third Amendment, all other provisions of the Contract shall remain unmodified and in full force and effect.

[End – Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Third Amendment to the Professional Services Agreement as of the date first written above.

ATTEST:

"CITY"

CARSON SUCCESSOR AGENCY

By: _____

Donesia Gause
City Clerk

By: _____

Mayor Jim Dear

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____

City Attorney

Attest:

"CONSULTANT"

VANIR Construction Management, Inc.

By: _____

Title: _____

By: _____

Title: _____

Dated: _____

SEAL

EXHIBIT A SCOPE OF WORK

Following items are added to the Exhibit "A" of the original scope of services for the above referenced project.

- Provide additional construction management work, construction inspection, and steel welding inspection services, while the steel subcontractor is completing the fabrication of the structural steel members. These services are needed to ensure ample attention on the field activities, such as coordination between contractor and sub contractor, which includes the architect and engineers, monitoring the project schedule, minimizing potential delays, and quality control issues.

**EXHIBIT B
COMPENSATION**

An additional compensation not to exceed \$89,385.00 to cover the costs for additional services reflected by exhibit "A" above.

The Original Total Contract Sum.....	\$706,540.00
First Amendment (not to exceed).....	\$ 23,260.00
Second Amendment (not to exceed)	\$ 73,832.00
Third Amendment (not to exceed)	<u>\$ 89,385.00</u>
Revised Total Contract Sum.....	\$ 893,017.00



**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR SOILS
INSPECTION SERVICES FOR PROJ. NO. 1223 – CARSON PARK MASTER PLAN
(Carson Successor Agency/A.G.I. Geotechnical, Inc.)**

This "First Amendment to Professional Services Agreement for Soils Inspection Services," ("First Amendment"), is effective as of October 2, 2012, and is by and between CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California ("Agency") and A.G.I. Geotechnical, Inc. a California corporation ("Contractor") and is an amendment to that certain "Professional Services Agreement for Materials Testing and Soils Inspection Services ("Contract"), executed by and between the parties effective as of February 1, 2012. (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. Agency and Contractor have entered into a contract (attached as Exhibit 1) effective February 1, 2012, by which Contractor would provide soils inspection services for Carson Park Master Plan project to the City of Carson.

B. Additional work is required as follows:

- Additional materials testing, soil compaction testing and recertification to ensure that the required compaction of the soils is not compromised and to make sure that the contractor meets the target completion date.

C. Accordingly, the parties desire to amend the Agreement to expand the description of work and increase the compensation by \$14,000.00 to perform work beyond that provided in the original scope of work and to facilitate the changes and provide for the timely completion of the project construction.

C O N T R A C T

NOW, THEREFORE, in consideration of performance, by the parties hereto, of the promises, covenants, and conditions herein contained, the parties hereto agree to the terms of this First Amendment and hereby amend the following provisions of the Contract:

1. Section 1.1. "Scope of Services", is hereby amended, to add the following to the "Scope of Services," at the end thereof:

- Additional materials testing, soil compaction testing and recertification to ensure that the required compaction of the soils is not compromised and to make sure that the contractor meets the target completion date.

2. Section 2.0. Compensation: is hereby amended, to increase the total compensation by an amount not-to-exceed fourteen thousand dollars (\$14,000.00) attached hereto as Exhibit "B" and incorporated herein by this reference.

Except as amended by this First Amendment, all other provisions of the Contract shall remain unmodified and in full force and effect.

[End – Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this First Amendment to the Professional Services Agreement as of the date first written above.

ATTEST:

"CITY"

CARSON SUCCESSOR AGENCY

By: _____

Donesia Gause
City Clerk

By: _____

Mayor Jim Dear

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____

City Attorney

Attest:

"CONSULTANT"

A.G.I. Geotechnical, Inc.

By: _____

Title: _____

By: _____

Title: _____

Dated: _____

SEAL

EXHIBIT A SCOPE OF WORK

Following items are added to the Exhibit "A" of the original scope of services for the above referenced project.

- Additional materials testing, soil compaction testing and recertification to ensure that the required compaction of the soils is not compromised and to make sure that the contractor meets the target completion date.

**EXHIBIT B
COMPENSATION**

An additional compensation not to exceed \$14,000.00 to cover the costs for additional services reflected by exhibit "A" above.

The Original Total Contract Sum.....	\$24,560.00
Additional Compensation (not to exceed).....	\$14,000.00
Revised Total Contract Sum.....	\$ 38,560.00

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR PROJECT
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJ. NO.
1223 – CARSON PARK MASTER PLAN
(Carson Successor Agency/Westberg and White, Inc.)**

This "First Amendment to Professional Services Agreement for Project Construction Management and Inspection Services," ("First Amendment"), is effective as of October 2, 2012, and is by and between CARSON SUCCESSOR AGENCY, a public body corporate & politic and a political subdivision of the State of California ("Agency") and WESTBERG AND WHITE, INC. a California corporation (herein "Consultant") and is an amendment to that certain "Professional Services Agreement to provide Architectural Services ("Contract"), executed by and between the parties effective as of December 1, 2009. (The term Consultant includes professionals performing in a consulting capacity.)

R E C I T A L S

A. Agency and Consultant have entered into a contract (attached as Exhibit 1) effective December 1, 2009, by which Consultant would provide project Architectural Services for Carson Park Master Plan project to the City of Carson.

B. The additional work is required as follows:

-To provide additional architectural services to develop food service design for the concession area to allow for food preparation rather than selling just packaged items as intended in the original concept.

-To provide additional architectural services for the limited renovation of the existing Carson Park Aquatic Facility that includes replacement of underwater lights, handrails, lifeguard stands, perimeter coping and gutter tile and cap for the swimming pool, resurfacing existing pool decking, and improvement to existing drainage systems.

C. Accordingly, the parties desire to amend the Agreement to expand the description of work and increase the compensation by \$39,050.00 to perform work beyond that provided in the original scope of work and to facilitate the changes and provide for the timely completion of the project construction.

C O N T R A C T

NOW, THEREFORE, in consideration of performance, by the parties hereto, of the promises, covenants, and conditions herein contained, the parties hereto agree to the terms of this Third Amendment and hereby amend the following provisions of the Contract:

1. Section 1.1. "Scope of Services", is hereby amended, to add the following to the "Scope of Services," at the end thereof:

-To provide additional architectural services to develop food service design for the concession area to allow for food preparation rather than selling just packaged items as intended in the original concept.

-To provide additional architectural services for the limited renovation of the existing Carson Park Aquatic Facility that includes replacement of underwater lights, handrails, lifeguard stands, perimeter coping and gutter tile and cap for the swimming pool, resurfacing existing pool decking, and improvement to existing drainage systems.

2. Section 2.0. Compensation: is hereby amended, to increase the total compensation by an amount not-to-exceed thirty nine thousand and fifty dollars (\$39,050.00) attached hereto as Exhibit "B" and incorporated herein by this reference.

Except as amended by this First Amendment, all other provisions of the Contract shall remain unmodified and in full force and effect.

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this First Amendment to the Professional Services Agreement as of the date first written above.

ATTEST:

"CITY"

CARSON SUCCESSOR AGENCY

By: _____

Donesia Gause
City Clerk

By: _____

Mayor Jim Dear

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____

City Attorney

Attest:

"CONSULTANT"

WESTBERG AND WHITE, INC. .

By: _____

Title: _____

By: _____

Title: _____

Dated: _____

SEAL

EXHIBIT A SCOPE OF WORK

Following items are added to the Exhibit "A" of the original scope of services for the above referenced project.

- To provide additional architectural services to develop food service design for the concession area to allow for food preparation rather than selling just packaged items as intended in the original concept.
- To provide additional architectural services for the limited renovation of the existing Carson Park Aquatic Facility that includes replacement of underwater lights, handrails, lifeguard stands, perimeter coping and gutter tile and cap for the swimming pool, resurfacing existing pool decking, and improvement to existing drainage systems.

**EXHIBIT B
COMPENSATION**

An additional compensation not to exceed \$39,050.00 to cover the costs for additional services reflected by exhibit "A" above.

The Original Total Contract Sum.....	\$707,609.00
First Amendment (not to exceed).....	\$ 39,050.00
Revised Total Contract Sum.....	\$ 746,659.00

