



City of Carson Report to Successor Agency

December 18, 2012
New Business Consent

SUBJECT: CONSIDERATION OF APPROVAL OF THE FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH VANIR CONSTRUCTION MANAGEMENT, INC., FOR PROJECT NO. 1223: CARSON PARK MASTER PLAN

Farrokh Abolfathi

Submitted by Farrokh Abolfathi
Acting Director of Public Works

David C. Biggs

Approved by David C. Biggs
City Manager

I. SUMMARY

Due to staff's request for other additional improvements and as a result of several unforeseen field conditions, which time extension is necessary to complete the project, staff requests City Council's authorization to proceed with the Fourth Amendment to the Professional Services Agreement with Vanir Construction Management, Inc. (Vanir), for the additional construction management and inspection services, contracts and funding requirements for an additional fee not-to-exceed \$166,882.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Fourth 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 \$166,882.00.
2. APPROPRIATE \$166,882.00 from the unreserved, undesignated Carson Successor Agency fund balance, to augment the amount currently budgeted for Project No. 1223: Carson Park Master Plan.
3. AUTHORIZE the Mayor to execute the Fourth 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.

III. ALTERNATIVES

1. DO NOT APPROVE the Fourth Amendment to the Professional Services Agreement with Vanir.
2. TAKE another action the Carson Successor Agency deems appropriate consistent with the requirements of law.

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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 September 6, 2011, the Carson Successor Agency approved the Professional Services Agreement with Vanir to provide constructability review, construction management, and inspection services for a negotiated fee not-to-exceed \$706,540.00 (Exhibit No. 2). 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. (Western).

On February 1, 2012, the Carson Successor Agency entered into an ancillary contract with A.G.I. Geotechnical, Inc., to perform certain soils testing services, for a negotiated fee of \$24,560.00. The ancillary contract was not made subject to the master PLA because the total amount was less than the threshold amount to trigger application of the PLA to this contract (Exhibit No. 3).

On April 3, 2012, the Carson Successor Agency approved the First Amendment to the Professional Services Agreement with Vanir, expanding the scope of work to include 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, 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 Project Labor Agreement (PLA). Accordingly, the City Council directed staff to contact Vanir and request to voluntarily amend their agreement to make the construction inspection services subject to the PLA.

On May 1, 2012, the Successor Agency approved the Second Amendment to the Professional Services Agreement between the Carson Successor Agency and

Vanir, to include that construction inspection services performed by Vanir and their sub-consultant be subjected to the City of Carson's PLA for a negotiated fee not-to-exceed \$73,832.00 (Exhibit No. 5).

There has been additional time granted to the contractor for the fabrication and welding of structural steel to allow the construction to progress, which generated additional inspection services needed from Vanir as required by the Building Code. Therefore, on October 2, 2012, the Carson Successor Agency approved the Third Amendment to the Professional Services Agreement between the Carson Successor Agency and Vanir to 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 for a negotiated fee not-to-exceed \$89,385.00 (Exhibit No. 6). The services are needed to ensure ample attention on the field activities, such as coordination between contractor and subcontractor, which includes the architect and engineers, monitoring the project schedule, minimizing potential delays, and quality control issues.

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 Architect 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, improvement to existing drainage systems, and the necessary renovation of the Carson Park pool men's and women's restroom to meet the current Building Code and the ADA requirements.

There are also 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 work and time. City staff also requested additional improvements outside the original scope of work such as the use of LED lights, installation of additional conduits, backflow preventers, gym scoreboard, electrical power to picnic shelters, replacement of existing sewer line, new marquee sign, and other concrete repair within the public right of way. All of these improvements were requested by City staff, which requires 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 requested additional professional fees due to the amount of construction management work, construction inspection services necessary that would be extremely difficult to handle adequately and timely within their existing contract. For these additional

services, Vanir submitted their proposals, and staff negotiated the agreement revision for an additional fee no-to-exceed \$166,882.00 (Exhibit No. 7).

The construction of Carson Park facility is progressing and is approximately 80% complete, with a reasonable number of change orders experienced to date. At the gymnasium building area, the installation of the roof rigid insulation, HVAC equipment, fire sprinklers, CMU anti graffiti coat, roofing, exterior doors and windows including glazing, acoustical panels, were all completed; lights and other sports equipment were all completed and energized. On the remainder of the recreation building, the installation of the majority of the improvements required were all completed. For the required site work, mass grading of the north and west field areas were completed. Hardscape and all other concrete works, irrigation lines, and other required landscape improvements, are all on going and in progress.

The original scheduled completion of this project was January 2013. Due to several unforeseen field conditions, including rainy days, and the additional improvements requested by City staff, which were added to the original scope of work, it is determined that the project completion will take longer than expected as originally scheduled. It is anticipated that an additional 60 calendar days may be necessary to complete this project, which will delay the completion date to March 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. It was determined that the remaining task to complete the facility would require the extended services of Vanir to help ensure that the contractor meets the target completion date, allowing the City to open the facility by early April 2013. For these additional services, Vanir submitted their proposals, and staff negotiated the agreement revision for an additional fee not-to-exceed \$166,882.00.

Based on the above, staff is requesting that the Carson Successor Agency approve the Fourth Amendment to the Professional Services Agreement with Vanir, for the required additional inspection services and for the extension of time necessary to provide construction management needed to complete the project for the not-to-exceed amount specified above (Exhibit No. 8).

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 \$3,217,513.00, for a total project cost of \$12,568,513.00. 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 February 1, 2012, the Carson Successor Agency entered into an ancillary contract with A.G.I. Geotechnical, Inc., to perform certain soil testing services for a negotiated fee not-to-exceed \$24,560.00. 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. On October 2, 2012, the Carson Successor Agency approved the Third Amendment to the Professional Services Agreement with Vanir Construction Management, Inc., for a negotiated fee not-to-exceed \$89,385.00; the First Amendment to the Professional Services Agreement with A.G.I. Geotechnical, Inc., for a negotiated fee not-to-exceed \$14,000.00; the First Amendment to the Professional Agreement with Westberg and White, Inc., for a negotiated fee not-to-exceed \$39,050.00. The total project budget is currently \$12,401,631.00; but the total contract price of \$12,568,513.00 exceeds the \$12,401,631.00 project budget. Therefore, the budget will need to be increased by \$166,882.00. It is requested that the City Council authorize staff to appropriate \$166,882.00 from the unreserved, undesignated Carson Successor Agency fund balance to augment the amount currently budgeted for this project. The current balance of the unreserved, undesignated Carson Successor Agency fund is \$39,607,382.00.

ANTICIPATED USES OF FUNDS:

DESCRIPTION OF SERVICES	REVISED BUDGET #1	PROJECT AMEND. #2 (2/1/12)	PROJECT AMEND. #3 (4/3/12)	PROJECT AMEND. #4 (5/1/12)	PROJECT AMEND. #5 (10/2/12)	PROJECT AMEND. #6 (12/18/12)	REVISED BUDGET
Construction Cost	\$9,351,000.00						\$9,351,000.00
Construction Contingency	1,402,650.00	-\$24,560.00	-\$23,260.00		-\$142,435.00		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	166,882.00	1,059,899.00
Soils Inspection		24,560.00			14,000.00		38,560.00
TOTAL	\$12,327,799.00	\$0.00	\$0.00	\$73,832.00	\$0.00	\$166,882.00	\$12,568,513.00

VI. EXHIBITS

1. Location Map (pg. 7).
2. Minutes, Sept. 6, 2011, Item No. 4 (pg. 8-9).
3. Professional Services Agreement with A.G.I. Geotechnical Inc. (pgs. 10-31).
4. Minutes, April 3, 2012, Item No. 3 (pg. 32).
5. Minutes, May 1, 2012, Item No. 1 (pg. 33).

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6. Minutes, October 2, 2012 (pgs. 34-35).
7. Proposal from Vanir Construction Management Inc. (pgs. 36-38).
8. Fourth Amendment to the Professional Services Agreement with Vanir Construction Management, Inc. (pgs. 39-43).

Prepared by: Gilbert Marquez, P.E.

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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 Successor Agency

Date _____ Action _____

6. Minutes, October 2, 2012 (pgs. 34-35).
7. Proposal from Vanir Construction Management Inc. (pgs. 36-38).
8. Fourth Amendment to the Professional Services Agreement with Vanir Construction Management, Inc. (pgs. 39-43).

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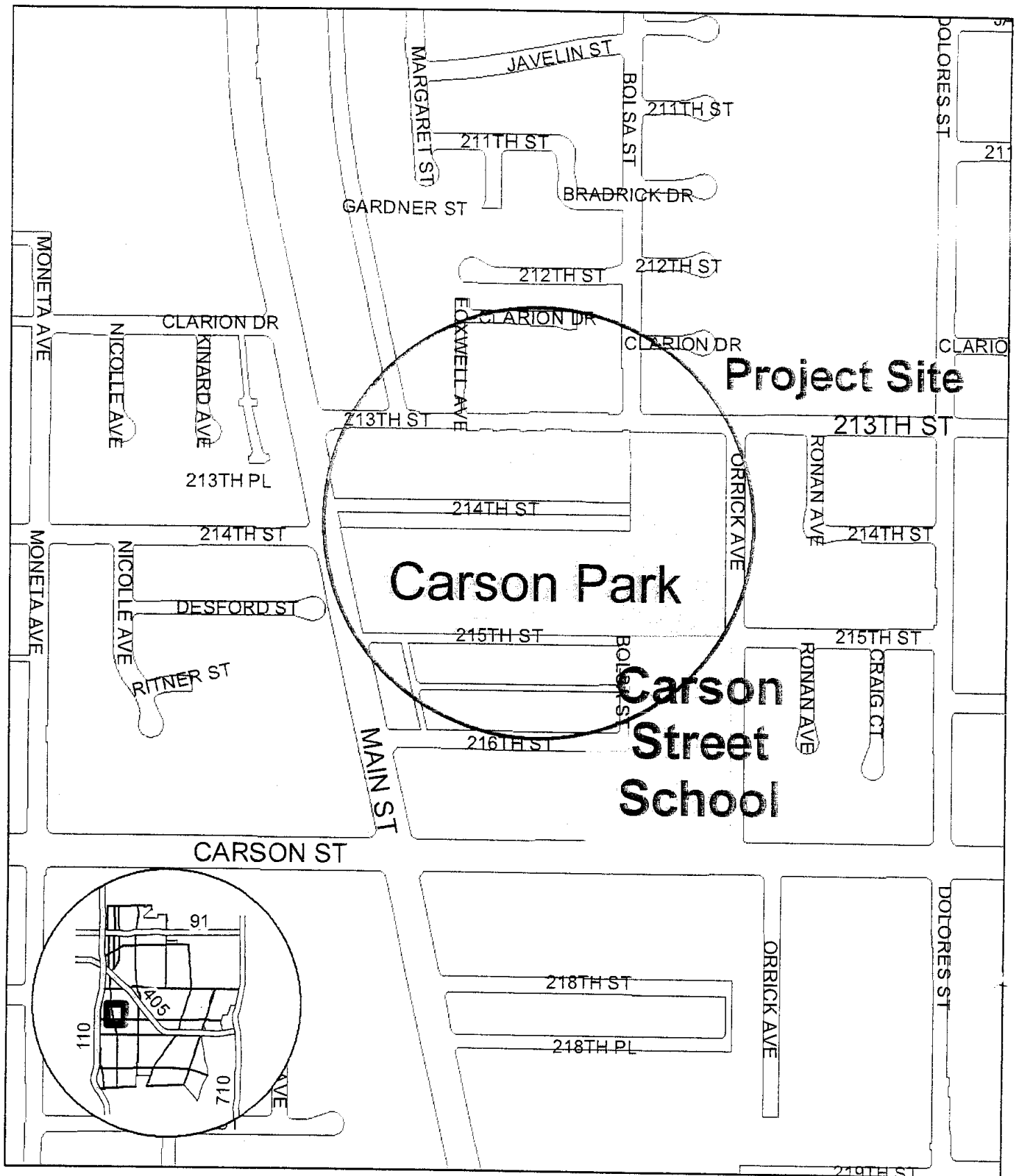
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Reviewed by:

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

Action taken by Successor Agency

Date _____ Action _____



Location Map
Project No. 1223
Carson Park Master Plan

EXHIBIT NO. 1



**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)**

Item No. 4 was heard after Item No. 3 at 11:20 P.M.

Interim Executive Director/Economic Development General Manager Graves summarized the staff report and recommendation. He subsequently discussed construction management.

Development Services General Manager Rollinger discussed the selection process set forth in the Government Code and discussed the objectivity of the evaluation process.

RECOMMENDATION for the Redevelopment Agency:

TAKE the following actions:

1. APPROVE a Professional Services Agreement with Vanir Construction Management, Inc. to provide Construction Management Services for Project No. 1223: Carson Park Master Plan; for a negotiated fee not-to-exceed \$706,540.00.
2. AUTHORIZE the Agency Chairman to execute the Professional Services Agreement following approval as to form by the Agency Counsel.

ACTION: It was moved to approve staff recommendation Nos. 1 and 2 on motion of Davis-Holmes and seconded by Ruiz-Raber.

Substitute Motion

During discussion of the motion, Agency Member Santarina discussed the notification process for local firms and offered a substitute motion to award the bid to Uniplan Engineering, Inc., Carson, California, which seconded by Dear.

Public Comments

Harold Williams, 20113 Belshaw Avenue, Carson, California 90746

Provided comments regarding the bid process and felt that staff should package a portion of the bid to engage small firms.

Agency Member Gipson felt that a consistent policy or pilot project could be established with input from Development Services General Manager Rollinger and Mr. Williams.

At 12:00 A.M., on Wednesday, September 7, 2011, Interim Executive Director/Economic Development General Manager Graves referred to the suggestion from Agency Member Gipson and felt that it was a good suggestion; however, he urged the Redevelopment Agency to not do this with construction management.

EXHIBIT NO. 02



Agency Member Davis-Holmes requested that staff report back to the Redevelopment Agency and that Interim Executive Director/Economic Development General Manager Graves inform Mr. Biggs.

Public Comments

Rudy Niere, representing Uniplan Engineering, Inc.

Discussed the experience of Uniplan Engineering, Inc., to do the project.

The substitute motion failed to carry by the following vote:

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

Vice Chairman Ruiz-Raber stated that in the future, direction would be given to include Carson-based businesses; however, it was important to concur with staff's recommendation this evening.

The motion, first above, was carried by the following vote:

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

After Item No. 4, at 12:16 A.M., on Wednesday, September 7, 2011, Chairman Dear inquired whether there were any objections from his colleagues to continue with this evening's agenda, with no objections heard.

RECESS: After Item No. 4, the Redevelopment Agency was Recessed at 12:16 A.M., on Wednesday, September 7, 2011, by Chairman Dear to the City Council for Item No. 4.

AGREEMENT FOR PROFESSIONAL SERVICES

(A.G.I. Geotechnical, Inc. / City of Carson –
Carson Successor Agency)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of February, 2012, by and between the CITY OF CARSON/CARSON SUCCESSOR AGENCY, a general law city and municipal corporation ("City/Agency") and A.G.I. Geotechnical, Inc. a California corporation ("Contractor"). The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City/Agency, and A.G.I. Geotechnica, Inc., entered into a Contract Services Agreement for Geotechnical Investigation and Material Testing on February 1, 2012.

B.. Contractor represents that it is qualified to perform such services desired by the City/Agency as set forth in the proposal submitted by Contractor dated February 1, 2012, attached hereto as Exhibit "A" and incorporated herein ("the Proposal").

C. City/Agency desires to engage the services of Contractor to provide Geotechnical Investigation and Material Testing services, as provided herein, in connection with the project identified as Project No. 1223, Carson Park Master Plan.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide geotechnical investigation and material testing services as specified in the "Scope of Services" attached hereto as Exhibit A", and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder, Contractor covenants and warrants that all services will be performed in a competent, professional, and satisfactory manner in accordance with standards prevalent in the industry. As a material inducement to the City/Agency entering into this Agreement, Contractor represents and warrants that it is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.8 **Complaints.** A written log of all complaints shall be maintained to include the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reason for non-action. The log is to be reviewed with Contract Officer or authorized designee at the end of each day. Pictures are to be taken at the time of the incident which is the subject of the complaint. Any activities determined by City/Agency to be unacceptable and to require immediate abatement shall be corrected immediately by Contractor. All other complaints shall be abated by Contractor within 24 hours of notification of the complaint.

2.0 COMPENSATION

2.1 **Schedule of Compensation.** For services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Four Thousand, Five Hundred and Sixty Dollars (\$24,560.00), ("Contract Sum"). The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation.

2.2 **Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the fourth (4th) working day of such month. Contractor shall submit to the City in the form approved by the City's Administrative Services General Manager, an invoice of services rendered prior to the date of the invoice, except as provided in Section 7.3. City/Agency shall pay Contractor for all expenses stated thereon which are approved by City/Agency pursuant to this Agreement no later than the last working day of the month.

2.3 **Availability of Funds.** It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the Agency Members of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's/Agency's control, including other governmental entities. Accordingly, the City/Agency has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

responsibility to assure that the Contractor Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by the City/Agency to the Contract Officer. Unless otherwise specified herein, any approval of the City/Agency required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor and its principals and employees were a substantial inducement for the City/Agency to enter into this Agreement. Therefore, Contractor shall not contract with any entity to perform in whole or in part the services required hereunder with the express written approval of the City/Agency. In addition, neither this Agreement nor any interest herein may be assigned or transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City/Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without express consent of City/Agency.

4.4 Independent Contractor. Neither the City/Agency nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City/Agency shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City/Agency and shall remain at all times as to City/Agency a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not, at any time, or in any manner represent that it or any of its agents or employees are agents or employees of the City. City/Agency shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City/Agency harmless from any and all taxes, assessments, penalties, and interest asserted against City/Agency by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold harmless City/Agency from any failure of Contractor to comply with applicable worker's compensation laws. City/Agency shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City/Agency from Contractor as a result of Contractor's failure to promptly pay to City/Agency any reimbursement or indemnification arising under this Section.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City/Agency, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City/Agency, its officers, agents, and employees harmless therefrom;

(c) In the event the City/Agency, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City/Agency, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City/Agency is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated here in or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and/or agents in the performance of this Agreement shall be the property of City/Agency and shall be delivered to the City/Agency upon request of the Contract Officer or upon the termination of this Agreement, and the Contractor shall have no claim for further compensation as a result of the exercise by the City/Agency of its full right of ownership of the documents and materials hereunder. Any use of such completed

withholding, an amount sufficient to cover such claim. The failure of City/Agency to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City/Agency as elsewhere provided herein.

7.4 **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's/Agency's consent or approval of any act by Contractor requiring the City's/Agency's consent or approval shall not be deemed to waive or render unnecessary City's/Agency's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one of more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default by the other party.

7.6 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 **Liquidated Damages.** Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City/Agency the sum of Zero (\$0.00) as liquidated damages for each working day of delay in the performance of any services required hereunder. The City/Agency may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 **Termination Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City/Agency reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice shall be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City/Agency, except that where termination is due to the fault of the City/Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Office, except as provided in Section 7.3. In the event, the Contractor has initiated

this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 **Notice.** Any notices, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City/Agency, to the City Manager/Executive Director and to the attention of the Contract Officer, CITY OF CARSON, 701 East, Carson Street, CARSON, California 90745, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City Manager/Executive Director
City of Carson
701 East Carson Street
Carson, CA 90745
Attention: Gilbert Marquez
Senior Civil Engineer
Engineering Services

To Contractor:

A.G.I. Geotechnical, Inc.
16555 Sherman Way, Suite A
Van Nuys, CA 91406
Attention: Mark A. Swiatek
Principal Engineering Geologist

9.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration: Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations arrangements, agreements and understandings, if any, between the parties and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing,

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Attest:

"CITY/CARSON SUCCESSOR AGENCY

By: _____
Agency City Clerk

By: *Michael C. [Signature]*
Executive Director

Dated: _____

SEAL

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Agency Attorney

Attest:

CONTRACTOR
A.G.I. GEOTECHNICAL, INC.

By: _____
Print Name

Michael C. [Signature]
Signature

Title

2-2-2012
Date

By: _____
Print Name

Signature

Title

Date

[END OF SIGNATURES]



A.G.I. GEOTECHNICAL, INC.

16555 Sherman Way, Suite A • Van Nuys, CA 91406 • Office (818)785-5244 • Fax (818)785-6251

February 1, 2012

Proposal No. 7990
Project No. 20-3444-10

City of Carson
701 E. Carson Street
P.O. Box 6234
Carson, CA 90749

RE: Project No. 1223-Carson Park Master Plan

Attention: Mr. Gilbert Marquez, P.E./Project Manager

Subject: **PROPOSAL FOR GEOTECHNICAL SERVICES**
City of Carson Redevelopment Agency/Carson Park
21411 S. Orrick Avenue
Carson, California

Dear Mr. Marquez:

A.G.I. Geotechnical, Inc. is pleased to present this proposal to provide geotechnical observation and testing services during the grading and development of Carson Park. We are proposing that our services be billed on an hourly basis at prevailing wage in accordance with the enclosed Schedule of Charges. Our understanding of the project is based upon our soils investigation report and the approved site plans. Daily field inspection reports will be provided each time our staff is on site. We are estimating the following cost to complete the project.

MASS GRADING

During rough grading for the building pad and parking lots, we propose to staff the project full time with our soils technician. Our technician will work under the supervision of our engineer who will periodically visit the site. We will perform various lab tests during and at

Field Technician	40 hours x \$100 =	\$4,000.00
Engineer Supervision	4 hours x \$150 =	\$600.00
Laboratory Testing	4 hours x \$70 =	\$280.00
Final Compaction Report	Fixed Fee	<u>\$1,000.00</u>
		\$5,880.00

MILEAGE CHARGES

The round-trip mileage from our office to the site is 70 miles at the rate of .60¢ per mile. We are estimating our staff will make at least 40 round-trip visits to the site during grading and construction.

Mileage Charges	40 x \$42/visit =	\$1,680.00
-----------------	-------------------	------------

Our estimate for the completion of the project is

\$24,560.00

This estimate is for bidding purposes only. Actual costs may vary and will be billed on an hourly basis in accordance with our Schedule of Charges. If the foregoing conditions and the attached Special Provisions are acceptable, please indicate your acceptance by signing below, **initialing the Special Provisions** and returning one copy of this proposal to our office.

SPECIAL PROVISIONS

1. A.G.I.'S PERFORMANCE

(A) Governmental agency rules and regulations are subject to interpretation by agency reviewers. All reports will be written by A.G.I. with the intent of providing sufficient information to comply with regulatory agency requirements. However, no guarantee is given that any or all reports will be approved by the applicable governmental agency. As a standard industry practice, all additional work subsequent to submittal of the original report by A.G.I. will be in addition to our estimate and will be billed hourly, unless prior arrangements are agreed to.

(B) A.G.I. is relying entirely on plans and maps given to A.G.I. by the Client or Client's agents. Client shall indemnify and hold A.G.I. harmless from any and all damages to person or property caused to A.G.I. or third parties resulting from undisclosed underground conditions or errors or inaccuracy of plans, maps or any other information provided by the Client or Client's agents to A.G.I.. A.G.I. will exercise reasonable care in an effort not to place excavations in the areas of existing utilities. A.G.I. will call Underground Service Alert (USA) prior to proceeding with the field portion of the investigation. They will locate public utility lines in public access areas (i.e., street, sidewalks, etc.), but will not locate utilities on private property. It is anticipated that you will be able to locate utility lines within the site.

(C) Although every reasonable effort will be made to minimize any adverse influences the equipment may have on existing landscaping, it is important to recognize that some disruption of the landscaping will occur as a result of any equipment used for excavations, including hand excavations. Some excess dirt from the borings, trenches or pits may be left on-site. A.G.I. will not be responsible for maintenance of any excavations beyond initially backfilling them upon completion of the field work. It has been our experience that backfilled excavations can settle with time.

(D) A.G.I. shall not be responsible for its failure to perform as a result of inclement weather, accidents, acts of God, public insurrection, war, labor difficulties, riots, interference by governmental agencies, or any other act reasonably beyond A.G.I.'s control.

(E) Client shall disclose in writing to A.G.I. any and all known or suspected hazardous and toxic conditions or materials present at the job-site and shall indemnify, defend and hold A.G.I. harmless from and against any all liability, costs, attorneys or expert fees or damage to a person or property arising from hazardous or toxic conditions or materials present at the job-site.

2. CHANGES IN THE SCOPE OR AMOUNT OF SERVICES

If conditions other than those anticipated are encountered, a different scope of work may be required. If a change in scope of work is required, additional consulting and/or subcontract fees may be incurred. Client will be notified for authorization to proceed with a modified scope of work. Client shall be responsible for all additional charges, costs and expenses incurred for any changes requested by the client. Client acknowledges that the total amount of any invoice will be directly affected by the number and kinds of changes, as well as the time within which to complete the changes. If the changes requested by the client are substantial, they can become a major portion of the bill. Due to the need for rapid decisions, fax transmissions shall be deemed an acceptable mode of confirmation.

3. A.G.I.'S PROFESSIONAL OPINION

A.G.I.'s professional services, findings and recommendations will be obtained and prepared in accordance with generally accepted current engineering practices. No opinions or warranties of any kind are given by A.G.I. except those expressly stated in A.G.I.'s written reports.

4. QUOTATIONS

Unless otherwise specified (such as a fixed price), Client shall pay A.G.I. its standard rates for the services and products provided subject to changes in pricing from time to time. If the quotation is in the form of an estimate, the fees and expenses shown are not the maximum estimates. The final fees and expenses shall be shown when the final invoice is tendered.

CLIENT INITIALS _____



A.G.I. GEOTECHNICAL, INC.

16555 Sherman Way, Suite A - Van Nuys, CA 91406 - (818) 785-5244 - FAX (818) 785-6251

SCHEDULE OF CHARGES FOR FOUNDATION AND GEOLOGIC INVESTIGATIONS

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advanced notice.

Professional:

	Hourly Rate
Principal Engineers/Geologists/Consultants.....	\$150.00
Project Engineers/Geologists.....	\$125.00
Staff Engineers/Geologists.....	\$100.00
Expert Witness-Testimony (4 hr. min.)	\$300.00
Expert Witness-Stand-By Time (4hr. min).....	\$200.00

Technical:

Deputy Grading Inspector.....	\$90.00
Senior Field Technician/Supervisor.....	\$80.00
Field Technician.....	\$75.00
Laboratory Technicians	\$70.00
AutoCAD Drafting Service.....	\$70.00
Drafting Services	\$60.00
Secretarial Services.....	\$45.00
Prevailing Wage Field Technician.....	\$110.00

For projects with a defined scope, our charges are based on Time and Expense, Standard Unit Charge, Not-to Exceed, or Fixed Fee.

OTHER FEES

Mileage at \$0.60 per mile

Map Reproduction (30" x 42") at \$4.00 per map

Out-of-Pocket Expenses will be billed at cost plus 15%.

Overtime for hourly personnel will be billed at the hourly rate times 1.50 for over eight (8) hours and Saturdays, double time for Sundays and holidays.

Minimum charge for site visits for inspection or compaction testing will be two (2) hours. Show up time two (2) hours.

Travel time and mileage will be charged from the office (portal to portal) as per schedule of fees.

INSURANCE

A.G.I. Geotechnical, Inc. maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000.00 per occurrence for its own account and will furnish certificates of insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.

Effective August, 2007

Engineering Geology - Soil Engineering - Environmental Studies



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

**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 (DEVELOPMENT SERVICES)**

THIS IS A COMPANION ITEM WITH CITY COUNCIL ITEM NO. 4

City Manager/Executive Director Biggs summarized the staff report and recommendation. Upon inquiry regarding local hiring, he reported that a detailed report will be provided on May 15, 2012.

RECOMMENDATION for the Successor Agency:

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.

ACTION: It was moved to approve staff recommendation No. 1 for Council Item No. 4 and staff recommendation Nos. 1 and 2 for Agency Item No. 1 on motion of Dear and seconded by Ruiz-Raber.

During discussion of the motion, the issue of local hiring was further addressed.

The motion was carried by the following vote:

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

ITEM NO. (3) 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 (PUBLIC WORKS DEPARTMENT)

RECOMMENDATION for the Successor Agency:

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.

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/Agency Vice Chairman/Authority Vice Chairman Ruiz-Raber/Council Member/Agency Member/Authority Commissioner Davis-Holmes, Council Member/Agency Member/Authority Commissioner Gipson and Council Member/Agency Member/Authority Commissioner Santarina

Noes: None
Abstain: None
Absent: None

City/Agency/Authority Attorney Wynder clarified that with respect to Successor Agency Item No. 3, the request was to authorize the Agency Chair to execute those agreements.

Subsequently, Mayor/Agency Chairman/Authority Chairman Dear stated that there was a typographical error in the Carson Successor Agency agenda face sheet on Page 3, Item No. 3, subsets 4, 5, and 6 that should read, “Authorize the Chairperson” to execute the agreements, which was the proper wording for the Successor Agency and with City/Agency/Authority Attorney Wynder concurring.



Construction Management, Inc.

3435 Wilshire Blvd. / Suite 2420
Los Angeles, CA 90010
TEL 213-487-1145
FAX 213-487-1051
www.vanir.com

December 3, 2012 (Revised: December 10, 2012)

Mr. Farrokh Abolfathi, PE
Mr. Gilbert Marquez, PE
City of Carson/Carson Successor Agency
701 E. Carson Street
Carson, CA 90745

Via: Email

Project: Carson Park Master Plan
Project No. 1223

Subject: Vanir Contract Agreement – Time Extension

Dear Mr. Abolfathi & Mr. Marquez;

Following our recent conversation regarding the extension of Vanir agreement, per your request listed below are brief description of the services and related fee estimates for a three months time extension from January 1, 2013 through March 31, 2013:

A. Vanir CM:			
1. Labor			
Mehdi Heydari, PIC:	3 months x 28 hours/month x \$180/hour =		\$15,120
Paulo Lopez, CM:	3 months x 168 hours/month x \$140/hour =		70,560
Amanda Russell, FE:	2 ½ months x 168 hours/month x \$100/hour =		42,000
Total Labor			\$127,680
Reimbursables			\$3,000
B. Subconsultants:			
1. Koury Engineering & Testing:			
Inspection, Testing & Project Coordination, see attached proposal			\$27,632
2. Padilla & Associates:			
PLA and Labor Compliance Monitoring, see attached proposal			<u>\$5,279</u>
Subtotal Subconsultants			<u>\$32,911</u>
Mark-up: 10%			<u>\$3,291</u>
Total Subconsultants			\$36,202
Grand Total			\$166,882

We appreciate your review and consideration. Please advise if there are any questions.

Sincerely,

Mehdi Heydari, PE, CCM
Principal-in-Charge
Vanir Construction Management, Inc.

Bellevue / Denver / Las Vegas / Los Angeles / New Orleans / Oakland / Orange County / Sacramento
San Bernardino / San Diego / San Francisco / San Jose / San Luis Obispo / Tempe / Tucson / Texas / Virginia
Abu Dhabi / Dubai / Saudi Arabia

EXHIBIT NO. 07



Koury Engineering & Testing, Inc.
Carson Park Master Plan - Koury Project No. 11-1004

Proposal Prepared Using Project Duration provided Mehdi Heydari for February & March 2013

Description	Qty	Unit	Rate	Amount
Materials Inspection				
Concrete - Lead Inspector (Includes Rebar Inspection)	244	Hourly	\$ 107.50	\$ 26,230.00
TOTAL ESTIMATED INSPECTION FEES				\$ 26,230.00
Laboratory Materials Testing				
Concrete Cylinder Compression Tests	16	Sample	\$ 22.00	\$ 352.00
Pull Test Technician - Splay Wires & Epoxy Anchors, Etc.	4	Hourly	\$ 97.50	\$ 390.00
TOTAL ESTIMATED LABORATORY FEES				\$ 742.00
Project Coordination				
Staff Engineer	1	Hourly	\$ 100.00	\$ 100.00
Project Manager - Field Supervisor	4	Hourly	\$ 95.00	\$ 380.00
Admin	4	Hourly	\$ 45.00	\$ 180.00
TOTAL PROJECT COORDINATION FEES				\$ 660.00
Task Summary and Total Estimated Fees				
Inspection Fees				\$ 26,230.00
Laboratory Testing Fees				\$ 742.00
Project Coordination				\$ 660.00
				\$ 27,632.00

Padilla

[& A S S O C I A T E S]

Specialized Management, Public Contract Compliance Monitoring,
Training & Strategic Outreach Consulting

Delivered Via E-Mail (Mehdi.Heydari@vanir.com)
November 29, 2012

Mehdi Heydari, CCM
Vanir Construction
3436 Wilshire Blvd, Suite 2420
Los Angeles, CA 90010


RE: Request for Extension of PLA/Labor Compliance Monitoring Services for
the period of March 1, 2012 – April 30, 2012
PROJECT NAME: City of Carson Master Plan

Dear Mr. Heydari,

Per your request, below please find Padilla & Associates, Inc. proposal to perform the PLA and labor compliance services on the Carson Master Plan Project the period of March 1, 2012 – April 30, 2012. The duration of Project Work shall be extended to include continuation of construction work performed through March 31, 2012 and reports collected/analyzed and documented through April 30, 2013

Please note that the below price reflects Padilla & Associates, Inc.'s ability to provide consistency in services, close out tasks and adequately allocate personnel; the proposed services do not reflect a deviation from those tasks already under contract for this project.

City of Carson Master Plan	
Prime: CWS Systems	
Duration of Work: March 1, 2012 – April 30, 2012	
March 2012 Fee	\$3,519.50
April 2012 Fee	\$1,759.50
Total Fixed Fee	\$5,279.00


Patricia K. Padilla
President

Padilla
[& A S S O C I A T E S]

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**FOURTH 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 "Fourth Amendment to Professional Services Agreement for Project Construction Management and Inspection Services," ("Fourth Amendment"), is effective as of December 18, 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, as required until the project is completed. 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 not-to-exceed amount of \$166,882.00 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 Fourth 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:

Provide additional construction management work, construction inspection, as

required until the project is completed. 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 one hundred sixty six thousand eight hundred eighty two dollars (\$166,882.00) attached hereto as Exhibit "B" and incorporated herein by this reference.

Except as amended by this Fourth 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 Fourth Amendment to the Professional Services Agreement as of the date first written above.

ATTEST:

"AGENCY"

CARSON SUCCESSOR AGENCY

By: _____
Secretary Donesia L. Gause

By: _____
Chairman Jim Dear

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Agency Counsel

Attest:

"CONSULTANT"

VANIR Construction Management, Inc.

By: _____

By: _____

Title: _____

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, as required until the project is completed. 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)	\$ 89,385.00
Fourth Amendment (not to exceed)	<u>\$166,882.00</u>
Revised Total Contract Sum.....	\$1,059,899.00

