

AMENDMENT NO. 3

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") is made by and between the CITY OF SIGNAL HILL ("City") and W.G. ZIMMERMAN ENGINEERING, INC., a California corporation ("Consultant") shall be deemed to be effective as of the 11th day of January, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated March 13, 2018 (the "Original Agreement") whereby Consultant agreed to provide certain on-call traffic engineering services through March 14, 2021, for the sum of \$300,000.

B. The Agreement was subsequently amended by Amendment No.1, dated December 10th, 2019, to (i) expand the Scope of Services to include the provision of planning and management services related to proposed upgrades to Spring Street, and (ii) adjust the Contract Sum to provide for an increase in the compensation due to Consultant for such additional services in the amount of \$409,000 for a new total not-to-exceed amount of \$709,000.

C. On February 23rd, 2021, the Agreement was amended by Amendment No. 2 to extend the on-call services for an additional three-year and three-month period by increasing the Contractor's compensation by \$325,000 for a total Contract Sum of \$1,034,000.

D. City and Contractor now desire to expand the Scope of Services to include the provision of traffic engineering services related to the Willow Corridor Project and Speed Study, and increase the Contract Sum by \$150,000 for a new total not-to-exceed amount of \$1,184,000.

TERMS

1. **Contract Changes.** The Original Agreement and subsequent Amendments are amended as provided herein (except for deleted and replaced changes, new text is identified in ***bold italics***, deleted text in ~~strike-through~~).

- a. **Section 2.1, Contract Sum, is hereby amended to read as follows:**

"Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Seven Hundred Nine Thousand Dollars (709,000) One Million Thirty Four Thousand Dollars (\$1,034,000)~~ One Million One Hundred Eighty Four Thousand Dollars (\$1,184,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."

b. Part V of Exhibit "C" (Schedule of Compensation) is hereby amended as follows:

"V. The total compensation for the Services shall not exceed ~~\$100,000 annually~~ ~~\$1,034,000~~ \$1,184,000 for the extended six-year and three-month term (excluding private developer projects where the private developer reimburses the City), or ~~\$300,000 for the term~~, as provided in Section 2.1 of the agreement."

2. Continuing Effect of Agreement. Except as expressly amended by this Amendment, all provisions of the Original Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Agreement, as amended by this Amendment.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Original Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Original Agreement other than as provided herein. Each party represents and warrants to the other that the Original Agreement is currently an effective, valid, and binding obligation.

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

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Recitals Incorporated. The Recitals above are deemed true and correct and are incorporated within this Amendment by this reference.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF SIGNAL HILL,
a municipal corporation

Hannah Shin-Heydorn
City Manager

ATTEST:

Carmen R. Brooks
City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Matthew E. Richardson
City Attorney

CONSULTANT:

W.G. ZIMMERMAN ENGINEERING,
INC., a California corporation

NOTE: Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

By: _____
Name: William G. Zimmerman
Title: President

By: _____
Name:
Title:

Address: 17011 Beach Blvd., Suite 1240
Huntington Beach, CA 92647