

AMENDMENT NO. 1

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and VERNE’S PLUMBING, INC, a California corporation (“Contractor”), is effective as of the _____ day of _____, 2023.

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated June 1, 2021 (“Agreement”) whereby Contractor agreed to provide certain plumbing repair work (“Project”), for a three (3) year term expiring May 30, 2024, with two (2) one (1) year options to extend to be exercised at City’s discretion.

B. The Contract Sum is \$50,000 for the three (3) year term, and an additional \$16,667 per each one (1) year extension period.

C. The City is now in need of repairing backflows at various center medians and replacing valve and backflow devices that have been irreparably damaged, with one of these devices being a large 6-inch cast iron backflow that is responsible for the fire suppression system at the Community Center, while the remaining devices are small 2-inch brass or PVC lines that serve center medians (collectively, “Additional Scope”). The cost of such Additional Scope is \$27,526.31.

D. The City and Contractor now desire to amend the Agreement to expand the Scope of Services to include the Additional Scope and extend the Agreement term by one (1) year. The result will be to increase the Contract Sum to \$94,193.31 and extend the Term to May 30, 2025.

TERMS

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

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the “Schedule of Compensation,” attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation not to exceed ~~Fifty Ninety Four Thousand One Hundred Ninety Three Dollars and Thirty One Cents (\$94,193.31)~~ ***Fifty Ninety Four Thousand One Hundred Ninety Three Dollars and Thirty One Cents (\$50,000)*** (“Contract Sum”) for completion of the work, including all Services, for the initial three-year term of this

Agreement, and not to exceed \$16,667 per one-year extension period exercised pursuant to Section 3.1”

B. Section 3.1 (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

“3.1 Schedule of Performance.

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed in accordance with the “Schedule of Performance, attached hereto as Exhibit “D” and incorporated herein by reference, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire *four (4)* ~~three (3)~~ years following the Effective Date, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the term of this Agreement for ~~up to two~~ *one (12)* one-year extension periods upon execution of a duly-approved written amendment to this Agreement.”

C. Section I.C. is hereby added to Exhibit “A” (Scope of Services) of the Agreement to read in its entirety as follows:

See attached.

D. Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached Exhibit “C.”

E. Exhibit “D” (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

See attached Exhibit “C.”

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

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

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

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

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

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

6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

VERNE'S PLUMBING, INC.,
a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

I.C. Contractor shall prepare the following Services to repair backflows at various center medians and replace valve and backflow devices that have been irreparably damaged, with one of these devices being a large 6-inch cast iron backflow that is responsible for the fire suppression system at the Community Center, while the remaining devices are small 2-inch brass or PVC lines that serve center medians (Additional Services).

TO City of Carson
18620 S. Broadway
Carson, CA 90745

Job: 701 E Carson St

QUOTE DATE	VALID THRU	FOR	PAGE
9/11/2023	10/10/2023	Valve Replacement	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Price Includes: All labor and material to replace the #1 shut off valve for the 6" CLA-VAL Model D. Serial number TL86. Price includes test and certification.	2,879.84	2,879.84*

TO City of Carson
18620 S. Broadway
Carson, CA 90745

Job: Carson and Civic Plaza Dr

QUOTE DATE	VALID THRU	FOR	PAGE
9/11/2023	10/10/2023	Backflow Replacement	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Price Includes: All labor and material to replace the 6" Febco 805YD backflow device, serial number B5455 and install a new 6" Wilkins 350 ASTDAR backflow device. Price includes test and certification.	9,875.00	9,875.00*

City of Carson
 TO 18620 S. Broadway
 Carson, CA 90745

Job: 102 W Del Amo Blvd S/W Corner

QUOTE DATE	VALID THRU	FOR	PAGE
9/13/2023	10/12/2023	Backflow Install	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Price Includes: All labor and material to install a new 2" Febco 825YA backflow device. Demo the concrete to install new copper risers. Patch the concrete. Provide traffic control. Test and certify the backflow device.	7,525.00	7,525.00*

City of Carson
 TO 18620 S. Broadway
 Carson, CA 90745

Job: S/S Glenn Curtis/Wilmington

QUOTE DATE	VALID THRU	FOR	PAGE
9/13/2023	10/12/2023	Backflow Install	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	Price Includes: All labor and material to demo the concrete pad, install new copper risers, install a new 2" Wilkins 375 backflow device, pour a new concrete pad, install a backflow cage.	6,125.00	6,125.00*

City of Carson
 TO 18620 S. Broadway
 Carson, CA 90745

Job: Various Location

QUOTE DATE	VALID THRU	FOR	PAGE
9/29/2023	10/28/2023	Backflow Repairs	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
		Price Includes: All labor and material to repair the backflow devices listed below. Price also includes retest and certification.		
	1	16605 San Pedro 4" Wilkins 375 SN - X15264	741.77	741.77*
	1	905 Franke St 2" Febco 825Y SN - H25455	379.70	379.70*

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

	RATE	TIME/UNIT	SUB-BUDGET (initial three-year term)
A. Backflow Test	\$95.00 ea.	Per Device/ <i>Unit</i>	\$43,000
B. Repair of Backflow .5" to 1.25" (Exh. A, §I.B)	\$105.00	Per Hour	\$1,000
C. Repair of Backflow 1.50" to 2.00" (Exh. A, §I.B)	\$105.00	Per Hour	\$1,000
D. Repair of Backflow 2.50" to 3.00" (Exh. A, §I.B)	\$105.00	Per Hour	\$1,000
E. Repair of Backflow 4.00" to 6.00" (Exh. A, §I.B)	\$105.00	Per Hour	\$1,000
F. Repair of Backflow 8.00" to 10.00" (Exh. A, §I.B)	\$105.00	Per Hour	\$1,000
G. Emergency Services Repair work (Exh. A, §I.C)	\$187.50	Per Hour	\$1,000
H. Additional Fees and Charges (Exh. A, §I.B)	\$105.00	Per Hour	\$1,000
<i>I. Replace Valve (Exh. A, §I.C) (Additional Services)</i>	<i>\$2,879.84 ea.</i>	<i>Per Device/Unit</i>	<i>\$2,879.84</i>
<i>J. Replace Backflow (Exh. A, §I.C) (Additional Services)</i>	<i>\$9,875.00 ea.</i>	<i>Per Device/Unit</i>	<i>\$9,875.00</i>

<i>K. Install Backflow (Exh. A, §I.C) (Additional Services)</i>	<i>\$7,525.00 ea.</i>	<i>Per Device/Unit</i>	<i>\$7,525.00</i>
<i>L. Install Backflow (Exh. A, §I.C) (Additional Services)</i>	<i>\$6,125.00 ea.</i>	<i>Per Device/Unit</i>	<i>\$6,125.00</i>
<i>M. Repair Backflow (Exh. A, §I.C) (Additional Services)</i>	<i>\$741.77 ea.</i>	<i>Per Device/Unit</i>	<i>\$741.77</i>
<i>N. Repair Backflow (Exh. A, §I.C) (Additional Services)</i>	<i>\$379.70 ea.</i>	<i>Per Device/Unit</i>	<i>\$379.70</i>

- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.12.**
- III. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$94,193.31 ~~\$50,000 for the initial three-year term of this Agreement~~, and shall not exceed \$16,667 per one-year extension period, as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all Services timely in accordance with the following schedule:

		<u>Days/Time to Perform</u>	<u>Deadline Date</u>
A.	Conduct Annual Mandatory Backflow Tests (Exh. A, §I.A)	Annually for each backflow prevention device	1 week following receipt by Contractor of Backflow Prevention Device Field Test Report Form from City
B.	On-Call Services (Exh. A, §I(B)-(C), §2)	Per Task Proposal in accordance with Exh. A, §II(B), and in compliance with Exh. A, §I(C) where applicable	Task Completion Date
C.	<i>Additional Services (Exh. A, §I.C)</i>	<i>After issuance of Notice to Proceed</i>	<i>90 days from issuance of Notice to Proceed</i>

V. Contractor shall deliver the following tangible work products to the City by the following dates.

A. See Exhibit A, Section III

VI. The Project Manager may approve extensions for performance of the Services in accordance with Section 3.2.