

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and RON’S MAINTENANCE, INC., a California corporation (“Contractor”), is entered into effective as of the ____ day of May, 2020.

RECITALS

A. City and Contractor entered into that certain Agreement for Contract Services dated May 2, 2017 (“Agreement”) whereby Contractor agreed to provide City services to inspect and clean all catch basins in the City of Carson.

B. The Agreement provided for inspection and cleaning of all 1,703 catch basins in the City at a rate of \$13.75 per catch basin, amounting to \$70,248.75 per year, for three (3) years, commencing May 2, 2017 and terminating April 30, 2020, for a contract sum of \$210,746.25.

C. The Contract Sum for the Agreement mistakenly indicated a not to exceed amount of \$70,248.75, rather than the correct sum of \$210,746.25.

C. City and Contractor now desire to amend the Agreement to extend the term of the Agreement by three (3) years (April 30, 2023) and increase the rate of services provided under the Agreement; thereby increasing compensation by \$245,232, for a total Contract Sum not to exceed \$455,978.25.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in *bold italics* and deleted text in ~~strikethrough~~).

a. **Section 2.1, “Contract Sum,”** of the Agreement is hereby amended to read as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay 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 the sum of ~~Seventy Thousand Two Hundred Forty Eight Dollars and Seventy Five Cents (\$70,248.75)~~ ***Four Hundred Fifty Five Thousand Nine Hundred Seventy Eight Dollars and Twenty Five Cents (\$455,978.25)*** (“Contract Sum”), unless additional compensation is approved pursuant to Section 1.8; provided that no rate increases for any of the Services shall be granted.”

b. **Section 3.4, “Term,”** of the Agreement is hereby amended to read as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three (3)~~ **six (6)** years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

c. **Section I of Exhibit “C”** of the Agreement, **“Schedule of Compensation,”** is hereby amended to read as follows:

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

Line	Description	Estimated # of Catch Basins	Per-Unit	Price
1	Year 1 – Year 3: Pre-Seasoned Cleaning (May 1 st - September 30)	1,703	CATCH BASIN	\$13.75
2	Year 1 – Year 3: First Wet Season Cleaning (October 1 st –April 30)	1,703	CATCH BASIN	\$13.75
2 3	Year 1 – Year 3: Second Wet Season Cleaning (October 1 st –April 30)	1,703	CATCH BASIN	\$13.75
4	Year 4 – Year 6: Pre-Seasoned Cleaning (May 1 st - September 30)	1,703	CATCH BASIN	\$16.00
5	Year 4 – Year 6: First Wet Season Cleaning (October 1 st –April 30)	1,703	CATCH BASIN	\$16.00
6	Year 4 – Year 6: Second Wet Season Cleaning (October 1 st –April 30)	1,703	CATCH BASIN	\$16.00

Notwithstanding any provision to the contrary, no rate increases for any of the Services shall be granted.”

d. **Section V of Exhibit “C”** of the Agreement, **“Schedule of Compensation,”** is hereby amended to read as follows:

“The total compensation for the Services shall not exceed ~~\$70,248.75~~ **\$455,978.25** as provided in section 2.1 of this Agreement.”

e. **Section VI of Exhibit “C”** of the Agreement, **“Schedule of Compensation,”** is hereby amended to read as follows:

“The Contractor’s billing rates for all personnel are ~~attached as Exhibit C-1~~ **based on a per catch basin basis.**

~~Billing rates are based on a per catch basin basis”~~

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.

[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 CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
(lrf)

CONTRACTOR:

RON'S MAINTENANCE, INC., a
California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: _____

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 _____, 2020 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	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ _____ _____
	DATE OF DOCUMENT

	SIGNER(S) OTHER THAN NAMED ABOVE

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 _____, 2020 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

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<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE