

## **AMENDMENT NO. 2**

### **TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and T&G GLOBAL, LLC dba St. Nick’s Christmas Lighting & Décor, a California limited liability company (“Consultant”), is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

### **RECITALS**

A. Pursuant to a Request for Proposals (“RFP”) issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 (“Agreement”), whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of \$157,894.00 per year, or a not-to-exceed Contract Sum of \$473,682.00

B. Effective November 27, 2023, City and Consultant entered into Amendment No. 1 to the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace (for the 2023 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was \$48,525.00, and Amendment No. 1 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of \$522,207.00

C. City and Consultant, by this Amendment No. 2, desire to amend the Agreement to add further decoration services for the 2024 winter holiday season, and in certain cases to replace (for the 2024 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is \$49,056.00, and the parties desire, by this Amendment No. 2, to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of \$571,263.00

D. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an “as needed” basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum (“enhancements” was defined for this purpose in the RFP as items that may be added to the RFP at the City Council’s sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant submitted its enhancements addendum for the 2023 winter holiday season as part of its proposal in response to the RFP, and has now submitted its enhancements addendum for the 2024 winter holiday season which is similar to its approved enhancements addendum for the 2023 winter holiday season. Inclusion of the additional decorations in the Agreement when it was originally approved would not have been feasible and would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the “lowest responsive and responsible bidder.” Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick’s received the highest score. Staff

and the City Council also found that St. Nick's rates were and continue to be fair, reasonable and competitive with the other proposers.

## TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~striketrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023. ***For the 2024/25 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on May 7, 2024.*** In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1, "Contract Sum," is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant 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 ***Five Hundred Seventy-One Thousand Two Hundred Sixty-Three Dollars (\$571,263.00)*** ~~Five Hundred Twenty-Two Thousand Two Hundred Seven Dollars (\$522,207)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. A new subsection F is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"E. The following additional/replacement Décor and Lighting shall be provided for the 2024/25 Holiday Program:

Description	Quantity
<b>Community Center - North East Entrance</b>	
14FT Lighted Happy Holidays Sign - Red	1
36" lighted tear drop sprays	2
8FT Lighted Red Bow	1
<b>Carson Event Center - Northeast Lobby</b>	
Increase 6.5FT tree size to 8-9FT	1
Decorate and Light 8-9FT Tree with Warm White Lights and St Nick's Ornaments	1
<b>Community Center - Atrium</b>	
12FT Ornament Bench – Red Tinsel with Warm White LED Lights	1
6FT Fiberglass Santa Seated in Sleigh	1
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
<b>Community Center - Patio A Courtyard</b>	
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20
<b>City Hall - Fountain Area</b>	
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2
<b>City Hall - Main Entrance</b>	
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in City Hall Entrance Planter Boxes	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
<b>City Hall - Bridge Area</b>	
10FT Red/White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1
<b>New Tree Wraps - Carson and Avalon</b>	
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24

**D.** The following table is hereby added to Section I of Exhibit “C,” “Schedule of Compensation,” to provide the pricing for the additional décor and lighting for the 2024/25 Holiday Program:

**Pricing for Additional/Replacement Lighting & Décor for 2024/25 Winter Program**

Description	Quantity	Unit Price	Total Price
<b>Community Center - North East Entrance</b>			
14FT Lighted Happy Holidays Sign - Red	1	\$ 750.00	\$750.00
36" lighted tear drop sprays	2	\$ 225.00	\$450.00
8FT Lighted Red Bow	1	\$3,250.00	\$3,250.00
<b>Carson Event Center - Northeast Lobby</b>			
Increase 6.5FT tree size to 8-9FT	1	\$ 295.00	\$295.00
Decorate and Light 8-9FT Tree with Warm White Lights and St Nick's Ornaments	1	\$ 975.00	\$975.00
<b>Community Center - Atrium</b>			
12FT Ornament Bench – Red Tinsel with Warm White LED Lights	1	\$9,256.00	\$9,256.00
6FT Fiberglass Santa Seated in Sleigh	1	\$2,875.00	\$2,875.00
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	\$7,250.00	\$7,250.00
<b>Community Center - Patio A Courtyard</b>			
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20	\$-	\$-
<b>City Hall - Fountain Area</b>			
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1	\$-	\$-
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2	\$-	\$-
<b>City Hall - Main Entrance</b>			
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	\$ 325.00	\$650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	\$ 95.00	\$1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes	22	\$ 150.00	\$3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	\$4,750.00	\$4,750.00
<b>City Hall - Bridge Area</b>			
10FT Red/White Archway over the bridge - 6 Total Arches	1	\$6,750.00	\$6,750.00
14FT Lighted Happy Holidays Sign - Red	1	\$ 750.00	\$750.00

New Tree Wraps - Carson and Avalon			
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	\$ 160.00	\$1,920.00
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	\$ 160.00	\$3,840.00

**E.** Section IV of Exhibit “C,” “Schedule of Compensation,” is hereby amended as follows:

“IV. The total compensation for the Services shall not exceed **\$571,263.00** ~~\$473,682.00~~ as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1 and this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

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 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 and in Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, 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 Consultant that, as of the date of this Amendment No. 2, Consultant 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 No. 2.

5. **Authority.** The persons executing this Amendment No. 2 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 No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 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 No. 2 on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

**CONSULTANT:**

T&G GLOBAL, LLC DBA ST. NICK'S  
CHRISTMAS LIGHTING AND DÉCOR

By:\_\_\_\_\_

Name:

Title:

By:\_\_\_\_\_

Name:

Title:

Address: 6861 Walker St.

La Palma, CA 90623

**If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'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 \_\_\_\_\_, 2024 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	TITLE OR TYPE OF DOCUMENT _____
<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 _____

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STATE OF CALIFORNIA

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On \_\_\_\_\_, 2024 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: \_\_\_\_\_

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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 _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____ _____		_____ SIGNER(S) OTHER THAN NAMED ABOVE