

**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 JJJ FLOOR COVERING 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 9, 2022 (“Agreement”) whereby Contractor agreed to replace and install carpeting at City Hall as Project No. 1666 (“Project”), for a Contract Sum not to exceed \$111,354.29.

B. City and Contractor entered into various change orders as permitted under Section 1.12 of the Agreement. Change Order 1 in the amount of \$1,200 concerned testing services and asbestos materials and Change Order 2 in the amount of \$5,362.31 concerned tile finishes at the City Hall break room. Change Order 3 was issued but later rescinded after a determination it was no longer needed. Now, Change Order 4 in the amount of \$9,179.71 is needed to furnish and install alternate wall base, Change Order 5 in the amount of \$10,822.96 is needed to furnish alternate carpet material, and Change Order 6 in the amount of \$45,705.88 is needed for extra work related to City Council bathroom renovation; approval of these last three change orders will require City Council approval.

C. It being understood that the cost to City associated with all five change orders (all change orders exclusive of Change Order 3 are collectively referred to herein as “Change Orders”) is \$72,270.86, the City and Contractor now desire to amend the Agreement and to have City Council (i) ratify and approve the Change Orders to be added to the Scope of Work; (ii) increase the Contract Sum by \$72,270.86 from to \$111,354.29 to \$183,625.15 to account for the Change Orders; and (iii) extend the Project completion deadline to July 31, 2023.

**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 1.1 (Scope of Work) of the Agreement is hereby amended to read in its entirety as follows:**

**“1.1 Scope of Work.**

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Project No. 1666 City Hall Replacement and Exhibit “A-1” (“Project”).** *Exhibit “A-1,” which is attached hereto and incorporated herein by this reference, represents the work set out in the Change Orders.* All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed

in compliance with all local, state, and federal laws and regulations. As used herein, “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.”

**B. 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 Contractor’s Bid attached hereto as Exhibit A 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, including reimbursement of Contractor’s expenses, of an amount not to exceed One Hundred ~~Eighty Three~~ ~~Eleven~~ Thousand ~~Six Three~~ Hundred ~~Twenty Five~~ ~~Fifty Four~~ Dollars and ~~Fifteen~~ ~~Twenty Nine~~ Cents (~~\$183,625.15~~ \$111,354.29) (“**Contract Sum**”) for completion of the work.”

**C. 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 complete the Project *by no later than July 31, 2023*~~within forty (40) working days after receiving a “Notice to Proceed” from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, 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 one (1) year following City’s acceptance of the Project.”

**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

\_\_\_\_\_  
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:**

JJJ FLOOR COVERING INC., a California corporation

\*By:\_\_\_\_\_  
Name: John Kells  
Title: Vice President

\*By:\_\_\_\_\_  
Name: Griselda Gutierrez  
Title: Secretary

**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.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<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 _____	_____
_____	_____
<b>SIGNER IS REPRESENTING:</b>	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

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**EXHIBIT "A-1"**

**CHANGE ORDERS**

**SEE ATTACHED**