

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 CWS SYSTEMS INC., a California corporation ("Contractor"), is effective as of the 16th day of February, 2024.

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated September 29, 2022 ("Agreement") whereby Contractor agreed to complete a City Hall Façade Renovation construction project for the City ("Project"), for a Contract Sum not to exceed \$2,185,000.00.

B. During the same City Council meeting on September 6, 2022, where the City Council awarded Contractor the contract to complete the Project, the City Council also approved a 15% contingency budget in the amount of \$327,750.00 to provide for funding of any unforeseen circumstances during construction, bringing the total approved Project budget to \$2,512,750.00.

C. The Project has required City and Contractor to approve change orders identified as Change Order 1 and Change Order 2 (collectively, "Change Orders"), due to various factors, including stuccoing the pedestrian bridge at City Hall, extra concrete work to improve planter waterproofing, installing new electrical conduits to replace old, rotten ones, and undertaking tasks such as diesel fuel removal, disposal, and cleaning of the main UST tank for the emergency generator at Carson City Hall. Change Order 1 was for the amount of \$307,060.83 and Change Order 2 was for the amount of \$33,442.45, and when both amounts are added to the Contract Sum of \$2,185,000.00, this brings the resulting adjusted Contract Sum to \$2,525,503.28. This amount exceeds the approved Project budget by \$12,753.28.

D. The City and Contractor now desire that the City Council ratify and approve the Changer Orders by approving this Amendment for (i) expansion of the Scope of Work to include the work detailed in the Change Orders; (ii) increase of the Contract Sum to \$2,525,503.28 attributable to the work completed in the Change Orders; and (iii) extension of the completion deadline to August 14, 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 IFB 22-15 Project No. 1704: City Hall Façade Renovation Project and Exhibit "A," attached hereto and incorporated herein by this reference ("Project"). Exhibit "A" details Change Order 1 and Change Order 2. 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 Two Million ~~Five One Hundred Twenty Eight~~ Five Thousand ~~Five Hundred Three~~ Dollars *and Twenty Eight Cents* (\$2,525,503.28 ~~\$2,185,000~~) ("**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 August 14, 2023* ~~within eighty (80) 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."

D. Exhibit "A" (Change Orders) is hereby added to the Scope of Work of the Agreement and shall read in its entirety as follows:

See attached Exhibit "A"

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. Without limiting the generality of the foregoing, City and Contractor ratify, reaffirm, approve and authorize the Change Orders. 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:

CWS SYSTEMS INC., a California corporation

By: _____
Name: Abed El-Abour
Title: President

By: _____
Name: *Abed El-Abour*
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

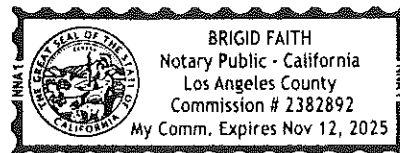
COUNTY OF LOS ANGELES

On February 16, 2024 before me, Brigid Faith, personally appeared Abed El-Abour, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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: *Brigid Faith*
Brigid Faith, Notary Public



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**
- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER
President, Secretary
TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

Amendment 1.
TITLE OR TYPE OF DOCUMENT

7

NUMBER OF PAGES

February 16, 2024
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

CWS Systems Inc.

SIGNER(S) OTHER THAN NAMED ABOVE

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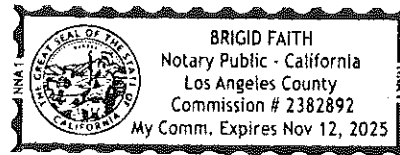
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EXHIBIT “A”
CHANGE ORDERS
SEE ATTACHED