

## AMENDMENT NO. 1

### TO PUBLIC WORKS AGREEMENT

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and MCWIL SPORTS SURFACES, 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 22, 2023 (“Agreement”), whereby Contractor agreed to provide certain services related to converting two existing tennis courts into eight pickleball courts at the City’s Hemingway Park.

B. City and Contractor now desire to amend the Agreement to authorize additional concrete repair work and stripping of existing tennis court coatings to be added to the Scope of Work, and to increase the Contract Sum by \$14,600, from \$37,400 to \$52,000, to provide compensation for the additional work.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. Section 2.1, “Contract Sum,” is amended to read in its entirety as follows (additions shown in ***bold italics***, deletions in ~~striketrough~~):

**“2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the Scope of Work. 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 ***Fifty-Two Thousand Dollars (\$52,000)*** ~~Thirty Seven Thousand Four Hundred Dollars (\$37,400.00)~~ (“Contract Sum”) for completion of the work.”

B. Exhibit “A,” “Scope of Work,” is amended to add the following to the Scope of Work:

“Repair of the two large concrete areas within the existing courts’ playing area that, as identified and agreed upon by the City’s Project Manager and the Contractor’s Principal, have disintegrated such that they are unable to hold court surfacing and/or have become dead spots which do not allow for quality play. The repair will involve removal and replacement of the existing concrete in these areas with new concrete prior to surfacing the courts.

Strip both tennis courts of existing/old coatings.”

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 K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[brj]

**CONTRACTOR:**

MCWIL SPORTS SURFACES, INC., a California corporation

By:\_\_\_\_\_  
Name: Grant Patterson  
Title: President

By:\_\_\_\_\_  
Name: Sheri Patterson  
Title: Secretary  
Address: 135 West 155<sup>th</sup> Street  
Gardena, CA 90248

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