

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 Varkel Electric Company Inc., a California corporation ("Contractor") is effective as of the 9th day of January, 2024. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated October 27, 2022 ("Agreement") whereby Contractor agreed to complete a network cable installation project at City Hall, for a not to exceed contract sum of \$58,409.

B. Now, the Parties seek to amend the Agreement to incorporate Change Order 1 to add numerous data drops and outlets for an additional cost of \$39,935, bringing the adjusted contract sum to \$98,344.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in ***bold italics*** and 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 "Scope of Work" attached hereto as Exhibit A and Exhibit A-1 and incorporated herein by this reference. Exhibit A-1 describes Change Order 1. The Scope of Work shall include Contractor's Proposal or Bid Documents for the project entitled City Hall Data Lines ("**Project**"). 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 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 **Ninety Fifty Eight Thousand Three Four Hundred Forty Four Nine Dollars and Zero Cents (\$98,344.00 \$58,409.00)** ("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 January 31, 2024**~~within sixty (60) calendar 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.

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. Each party represents and warrants to the other that the Agreement, as amended by this Amendment, 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-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
[rjl]

CONTRACTOR:

VARKEL ELECTRIC COMPANY INC.,
a California corporation

By: _____

Name: Ari Varkel

Title: Vice President

By: _____

Name: Briana Harris

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

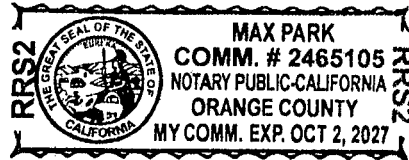
COUNTY OF LOS ANGELES

On December 11, 2023 before me, Max Park, Notary Public, personally appeared Brianna Varkel Harris, 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**
- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

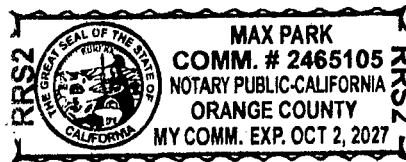
COUNTY OF LOS ANGELES

On December 11, 2023 before me, Max Park, Notary Public, personally appeared Ari Varkel, 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: Max Park



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

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CHANGE ORDER 1

Project
City Hall

			Project
			City Hall
Description	Qty	Rate	Total
South Wing: City Managers Area 1)Add outlet for TV. Roberts area: 1)Add outlet for printers(C15A) . East Wing: 1)Add dedicated Outlet at (C13A) 2)Add (2) Dedicated outlets for printers (C13B Hall) North Wing: 1)Add (2) outlets for City inspector desks 2)Add (5) Outlets for printers	1	4,200.00	4,200.00
		Total	539,935.00