

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACTUAL SERVICES

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES** ("Amendment") by and between the **CITY OF CARSON** ("City") and **CTI Environmental, Inc.**, a California corporation ("Consultant") is effective as of the 20<sup>th</sup> day of FEBRUARY, 2017.

### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated June 21, 2016 ("Agreement") whereby Consultant agreed to provide employee and air monitoring services.

B. City and Consultant now desire to amend the Agreement to increase the contract sum and add additional services (the "Amendment").

### 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 2.1 of the Agreement, entitled "Contract Sum," shall be amended to read as follows:**

#### 2.1 Contract Sum.

"For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Seven Thousand Dollars (\$7,000)~~ ***Ten Thousand Six Hundred Fifty Nine Dollars (\$10,659)*** ("Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. **Exhibit "A," of the Agreement, entitled "Scope of Services," shall be amended to add the following task to Section I:**

***"E. Perform air sampling throughout the Basement of City Hall and Corporate Yard Building. CTI will perform services to determine fungal airborne loadings, pre-abatement, and to determine if remedial actions are successfully completed post-abatement."***

C. Exhibit "C," of the Agreement, entitled "Schedule of Compensation," shall be amended in Section I to read as follows:

DESCRIPTION	RATE	TIME	SUB-BUDGET
A. Field Services	<u>125.00/hr</u>	<u>8 hours</u>	<u>\$1,000.00</u>
B. Fugitive Dust (3 Day Turnaround) 8 samples @ \$75/sample	<u>75.00</u>	_____	<u>\$600.00</u>
C. Diesel Particulate Matter (3 Day Turnaround) 8 samples @ \$490/sample	<u>\$490.00</u>	_____	<u>\$3,920.00</u>
D. Diesel Particulate Matter (1 Week Turnaround) 8 samples @ \$350/sample	<u>\$350.00</u>	_____	<u>\$2,800.00</u>
E. Diesel Particulate Matter (2 Week Turnaround) 8 samples @ \$280/sample	<u>\$280.00</u>	_____	<u>\$2,240.00</u>
F. Report (provided 10 days after test results received by CTI)	_____	_____	<u>\$750.00</u>
G. Carson City Hall, Basement, Fungal Air Testing	_____	_____	<u>\$4,389.00</u>

D. Exhibit "C," of the Agreement, entitled "Schedule of Compensation," shall be amended in Section V to read as follows:

"V. The total compensation for the Services shall not exceed ~~\$7,000~~**\$10,659**, as provided in Section 2.1 of this Agreement."

E. Exhibit "D," of the Agreement, entitled "Schedule of Performance," shall be amended in Section I to read as follows:

"I. Consultant shall perform all services timely in accordance with the following schedule:

The report referred in Exhibit II. A, shall be delivered within 10 days of Consultant's receipt of testing sample results for the report.

*The air sampling will begin upon receipt of written authorization. It is anticipated that the testing will require less than one eight-hour shift to*

*perform field activities, for both the pre-abatement and post-abatement testing.*

*The pre-abatement testing will require ten (10) working days to receive the laboratory's analytical results and to develop and submit the final report.*

*For the post-abatement testing, laboratory sample turnaround shall be expedited to 24-hour turnaround, and will require three (3) working days to receive the laboratory's analytical results and to develop and submit the final report."*

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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 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. 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, 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, 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.


5. **Authority.** The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement 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 Agreement on the date and year first-above written.

**CITY:**

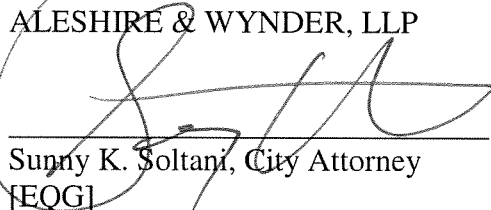
CITY OF CARSON, a municipal corporation

  
\_\_\_\_\_  
Ken Farfsing, City Manager

**ATTEST:**

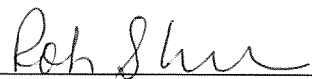
  
\_\_\_\_\_  
Donesia L. Gause, City Clerk

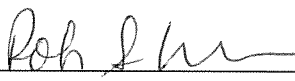
APPROVED AS TO FORM:  
ALESHERE & WYNDER, LLP

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

**CONSULTANT:**

CTI Environmental, Inc.

By:   
\_\_\_\_\_  
Name: Robin S. Thorne  
Title: Chief Executive Officer

By:   
\_\_\_\_\_  
Name: Robin S. Thorne  
Title: Secretary

Address: 4401 Atlantic Avenue Suite 200  
Long Beach, CA 90807  
\_\_\_\_\_

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 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

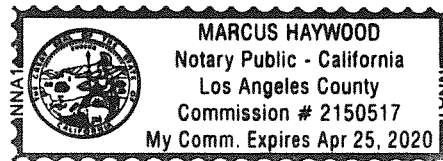
COUNTY OF LOS ANGELES

On 2/20, 2017 before me, Marcus Haywood, Notary Public, personally appeared Robin S. Thorne 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: \_\_\_\_\_



### 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  
Chief Executive Officer  
 TITLE(S)  
☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_

#### SIGNER IS REPRESENTING:

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

CTI Environmental, Inc.

#### DESCRIPTION OF ATTACHED DOCUMENT

Agreement For Contractual Services  
 TITLE OR TYPE OF DOCUMENT

4  
 NUMBER OF PAGES

2/20/17  
 DATE OF DOCUMENT

Kenneth C. Farfing and Domesia Grause  
 SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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Signature: \_\_\_\_\_

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

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Signature: \_\_\_\_\_

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

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<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)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
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<b>SIGNER IS REPRESENTING:</b>	_____
(NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE