

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City") and STRAIGHTLINE BACKFLOW INC., a California corporation ("Contractor") is effective as of the 13th day of August, 2020.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated August 14, 2019 ("Agreement") whereby Contractor agreed to provide testing, repairing and replacing services for approximately 180 City backflow preventers for a term of one year and a total contract sum of \$24,000.

B. Due to the number of City backflow preventers that had to be tested, repaired, and/or replaced, Contractor needs additional time to complete the testing for the remaining backflow preventers.

C. City and Contractor now desire to amend the Agreement to extend the term for one year, ending August 13, 2021, to complete the testing for the remaining backflow preventers and increase compensation by \$11,000 to cover the remaining services for a total not-to-exceed contract sum of \$35,000.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in ***bold italics***, deleted text in ~~strike-through~~).

A. Section 2.1, Contract Sum, is amended to read as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Twenty Four Thousand Dollars (\$24,000)~~ ***Thirty Five Thousand Dollars (\$35,000)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10."

B. Section 3.5, Term, is amended to read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~one (1)~~ ***two (2)*** years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

C. Section I of Exhibit “C”, Schedule of Compensation, is amended to read in its entirety as follows:

“Contractor shall perform the following tasks at the following rates:

	RATE	TIME	SUB-BUDGET
A. Backflow Test	<p>\$44.00 ea. (<i>August 14, 2019- August 13, 2020</i>)</p> <p><i>\$50.00 ea. (August 14, 2020 – August 13, 2021)</i></p>	Flat Rate	<p>\$8,000.00</p> <p>\$16,000.00</p>
B. Repair of Backflow .5” to 1.25”	\$120.00 ea.	Flat labor rate only	<p>\$2,000.00</p> <p>\$2,500.00</p>
C. Repair of Backflow 1.5” to 2.00”	<p>\$150.00 ea. (<i>August 14, 2019- August 13, 2020</i>)</p> <p><i>\$160.00 ea. (August 14, 2020 – August 13, 2021)</i></p>	Flat labor rate only	<p>\$2,000.00</p> <p>\$2,500.00</p>
D. Repair of Backflow 2.5” to 3.00”	<p>\$180.00 ea. (<i>August 14, 2019- August 13, 2020</i>)</p> <p><i>\$220.00 ea. (August 14, 2020 – August 13, 2021)</i></p>	Flat labor rate only	<p>\$3,000.00</p> <p>\$3,500.00</p>
E. Repair of Backflow 4.00” to 6.00”	<p>\$220.00 ea. (<i>August 14, 2019- August 13, 2020</i>)</p> <p><i>\$260.00 ea. (August 14, 2020 – August 13, 2021)</i></p>	Flat labor rate only	<p>\$3,000.00</p> <p>\$3,500.00</p>
F. Repair of Backflow 8.00” to 10.00”	<p>\$320.00 ea. (<i>August 14, 2019- August 13, 2020</i>)</p>	Flat labor rate only	<p>\$2,000.00</p> <p>\$2,500.00</p>

	<i>\$360.00 ea. (August 14, 2020 – August 13, 2021)</i>		
G. Materials and Parts for Repairs	TBD	Material Cost	\$4,000.00 <i>\$4,500.00”</i>

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, 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 No. 1 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 No. 1, 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 No. 1, 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 No. 1.

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 Amendment No. 1 on the date(s) set forth below with express intent that this Amendment No. 1 shall be effective as of August 13, 2020.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

Date _____, 2020

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

CONTRACTOR:

STRAIGHTLINE BACKFLOW, INC.

By: _____
Name: Paul Drissel
Title: President

By: _____
Name: Shawn Drissel
Title: Chief Financial Officer

Address: 1639 Armour Lane
Redondo Beach, Ca 90278

Date _____, 2020

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 _____, 2020 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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<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____