CITY OF SIGNAL HILL

FIRST AMENDMENT TO AGREEMENT FOR CATCH BASIN AND STORM FACILITIES CLEANING AND MAINTENANCE SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for Catch Basin and Storm Facilities Cleaning and Maintenance Services ("First Amendment") is entered into on the 1st day of July, 2025, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and **Ron's Maintenance, Inc.**, a California Corporation, with its principal place of business at 5428 S. Broadway St., Los Angeles, CA 90037 ("Contractor"). City and "Contractor" are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

- 2.1 <u>Agreement</u>. The Parties entered into that certain Agreement for Catch Basin and Storm Facilities Cleaning and Maintenance Services dated October 22, 2024 with a term expiring on June 30, 2025, and total compensation not to exceed \$49,801 ("Agreement").
- 2.2 <u>First Amendment</u>. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire on June 30, 2026, increase the rates of compensation, increase the total compensation not to exceed \$106,760 and expand the Scope of Services under the Agreement.

3. TERMS.

3.1 <u>Term.</u> Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from October 22, 2024, to June 30, 2026, unless earlier terminated as provided therein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 <u>Compensation</u>. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

"Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Six Thousand Seven Hundred Sixty Dollars** (\$106,760.00) over the term of the Agreement without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

- 3.3 <u>Scope of Services</u>. Exhibit "A" of the Agreement is hereby amended to include the Services set forth in Attachment "1" to this First Amendment, attached hereto and incorporated herein by reference.
- 3.4 <u>Rates of Compensation.</u> Exhibit "C" of the Agreement is hereby amended in its entirety and replaced in the form Attachment "2" to this First Amendment, attached hereto and incorporated herein by reference.
- 3.5 <u>Remaining Provisions of Agreement</u>. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL	RON'S MAINTENANCE, INC.		
By: Carlo Tomaino City Manager	By: Ron Norman President		
ATTEST:			
By: Tina Knapp Assistant City Clerk APPROVED AS TO FORM:	By: Ron Norman Secretary		
APPROVED AS TO FORM:			
By: Matthew E. Richardson City Attorney			

ATTACHMENT "1" TO FIRST AMENDMENT TO AGREEMENT FOR CATCH BASIN AND STORM FACILITIES CLEANING AND MAINTENANCE SERVICES

Exhibit "A" Scope of Maintenance Services

- 1. Contractor will perform catch basin cleaning services.
 - a. Catch Basin Cleaning: Contractor shall clean out all of the City's retrofitted, non-retrofitted catch basins, and two Filterra Units (tree wells) (collectively, "Catch Basins") and remove all debris from each Catch Basin. Contractor will be responsible for the collection and disposal of all debris from the City's Catch Basins.
 - i. A list of the Catch Basins that Contractor is required to clean is attached hereto as **Exhibit "A-1"**.
 - ii. The Catch Basins shall be cleaned at least one time during the dry weather months, between May 1 and September 30 every year. Contractor shall also perform inspection and cleaning of all Catch Basins during each of the following months, October, January, and April.
 - iii. At the request of the City, the Contractor shall clean and remove debris from all Catch Basins following any major rainstorm.
 - iv. The Contractor shall report evidence of rodents and/or vectors breeding / living in the storm drain system to the City within 24 hours of discovery.
 - b. **Storm Water Facility Cleaning**: Contractor shall perform cleaning and maintenance services at the following storm water facilities:
 - i. One 32' deep dry well located at Signal Hill Library once a year.
 - ii. One 30' deep dry well located Signal Hill Dog Park once a year.
 - iii. Two underground detention chambers located at Signal Hill Library once a year.
 - iv. Two underground detention chambers located at Hillbrook Park twice a year.
- 2. In addition to the requirements of Section 3.1.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:
 - a. After each request from the City to the Contractor to clean out all Catch Basins covered under this Agreement, the Contractor will notify the City of any defective or malfunctioning Catch Basin screens or inserts or other related equipment by indicating the location of the defective catch basin and the defect on the logbook

which shall be submitted to the City after the Catch Basin cleaning request is completed.

- 3. All work product is subject to review and acceptance by the City and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.
- 4. Contractor will utilize the following personnel to accomplish the Services:
 - a. Contractor shall utilize its own employees to perform the Catch Basin cleaning services under this Agreement. No third party shall be utilized without the written approval of the City Representative.

ATTACHMENT "2" TO FIRST AMENDMENT TO AGREEMENT FOR CATCH BASIN AND STORM FACILITIES CLEANING AND MAINTENANCE SERVICES

Exhibit "C" Compensation

1. Contractor shall perform the following Tasks at the following rates:

Task	Rate	Number of Units	Frequency per Year	10/22/24 to 6/30/25 NTE**	7/1/25 to 6/30/26 NTE**
Catch Basin Inspection &	\$30.00	270	4*	\$32,400	\$32,400
Cleaning – with retrofits (screens)					
Catch Basin Inspection &	\$30.00	49	4*	\$5,880	\$5,880
Cleaning non-retrofitted					
Filterra Units (tree wells)	\$50.00	2	4*	\$400	\$400
Dry Well at Signal Hill Park	\$2,100	1	1	\$2,100	\$2,100
Dry Well at Signal Hill Dog Park	\$2,100	1	1	\$2,100	\$2,100
Dry Well at Heritage Point Park	\$2,100	1	1	\$2,100	\$2,100
Detention Chambers (SH Library)	\$2,100	2	1	\$4,200	\$4,200
Hillbrook Park Contech Chambers	\$2,100	2	2	0	\$8,400
			Total	\$49,180	\$57,580

^{*}Frequency of 4 inspections and cleanings, additional inspections and cleanings may take place per City request.

- 2. Within the budgeted amounts for each Task, and with the approval of the City, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 3.3.1.
- 3. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - a. Contractor to provide photo documenting the before and after conditions of all debris cleaning, from the same vantage points. All photos shall be labeled such that it is easy to identify each catch basin location.
 - b. With each Catch Basins cleaning, Contractor shall provide the City Representative a logbook of all Catch Basins cleaned and indicate on the log sheet any operational or mechanical defects or other issues that may impede optimal effectiveness of Catch Basins and their specific devices (i.e. screens) therein.
 - c. Contractor shall submit an invoice to the City Representative within thirty days of services performed specifying the type of Catch Basin cleaned (i.e. retrofitted or non-retrofitted or tree well), the quantity of each type, and the unit cost for each.

^{**} Not to Exceed

4.	In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.