# **CITY OF SIGNAL HILL**

# SECOND AMENDMENT TO AGREEMENT FOR ON-CALL WATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES

# 1. PARTIES AND DATE.

This Second Amendment to the Agreement for On-Call Water Infrastructure Maintenance and Repair Services ("First Amendment") is entered into on the 10<sup>th</sup> day of June, 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 **W.A. Rasic Construction Company, Inc.**, a California Corporation, with its principal place of business at 4150 Long Beach Blvd., Long Beach, California 90807 ("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 On-Call Water Infrastructure Maintenance and Repair Services dated October 10, 2023, and expiring on October 10, 2024 ("Agreement").
- 2.2 <u>First Amendment</u>. The Parties entered into the First Amendment on September 24, 2024 in order to extend the term of the Agreement to expire on June 30, 2025, thereby exercising the first of three optional term extensions available under the Agreement, to adjust the rates of compensation, and to clarify that compensation under the Agreement refers to the total annual compensation paid to Contractor each year over the term of the Agreement.
- 2.3 <u>Second Amendment</u>. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to June 30, 2026 exercising the second of three optional term extensions available under the Agreement.

#### 3. TERMS.

3.1 <u>Time for Performance</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 10, 2023, to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually 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. Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the effective date established in City's notice to proceed."

3.2 <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** 

W.A. RASIC CONSTRUCTION COMPANY, INC.

By: Carlo Tomaino City Manager By: Peter L. Rasic, President

**ATTEST:** 

By: Tina Knapp Assistant City Clerk By: Walter Rasic, Jr., Vice President

# **APPROVED AS TO FORM:**

By: Matthew E. Richardson City Attorney