

CITY OF SIGNAL HILL
FIRST AMENDMENT TO
AGREEMENT FOR ON-CALL WATER INFRASTRUCTURE MAINTENANCE AND REPAIR
SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for On-Call Water Infrastructure Maintenance and Repair Services (“First Amendment”) is entered into on the 24th day of September, 2024, 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 **T.E. Roberts, Inc.**, a California Corporation, with its principal place of business at 17771 Mitchell North, Irvine, California 92614 (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Agreement. 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 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire at the end of the fiscal year thereby exercising the first of three optional term extensions available under the Agreement, 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.

3. TERMS.

3.1 Term. 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, 2025, 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 Compensation. 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 **Two-**

Hundred Thousand Dollars (\$200,000) annually 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 Remaining Provisions of Agreement. 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

T.E. ROBERTS, INC.

By: _____
Carlo Tomaino
City Manager

By: _____
[INSERT NAME AND TITLE]

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED]

ATTEST:

By: _____
Daritza Gonzalez
City Clerk

By: _____
[INSERT NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney