

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

FIRST AMENDMENT TO CONTRACT NO. 29041

29041

THIS FIRST AMENDMENT TO CONTRACT NO. 29041 is made and entered, in duplicate, as of November 17, 2005 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 15, 2005, by and between DAMON CONSTRUCTION, INC., a California corporation ("Contractor") and the CITY OF LONG BEACH ("City").

WHEREAS, the parties entered Contract No. 29041 whereby Contractor agreed to construct sidewalk repairs, curb ramps and related improvements; and

WHEREAS, the parties desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Agreement No. 29041 and herein, the parties agree as follows:

1. Section 2 of Agreement No. 29041 is hereby amended to read as follows:

"2. PRICE AND PAYMENT. Consultant shall furnish specialized services more particularly set forth in Exhibit 'A-1', attached hereto and incorporated herein by this reference, in accordance with the standards of the profession, and City shall pay for said services in the manner described below, not to exceed \$7,000,000.00, at the rates or charges described in Exhibit 'A-1'."

2. Section 4 of Contract No. 29041 is hereby amended in its entirety to read as follows:

"4. TIME FOR CONTRACT. This initial Contract shall begin on January 1, 2005 and end on December 31, 2005. The extended term of this Agreement shall commence at midnight on January 1, 2006 and, unless sooner terminated as provided in this Agreement, or unless the services to be performed hereunder or the Project is completed sooner, shall terminate at 11:59 p.m. on December 31, 2006. Contractor shall commence work on issuance of sub-purchase orders and shall complete all work in accordance with the Specifications. Time is of the essence hereunder. City will

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1 suffer damage if the work is not completed within the time stated, but those damages
2 would be difficult or impractical to determine. So, Contractor shall pay to City, as
3 liquidated damages, the amount stated in the Contract Documents."

4 3. Except as expressly amended herein, all terms and conditions in
5 Contract No. 29041 are ratified and confirmed and shall remain in full force and effect.

6 IN WITNESS WHEREOF, the parties have caused this document to be
7 duly executed with all formalities required by law as of the date first stated above.

8 DAMON CONSTRUCTION INC., a California
corporation

9 11-15, 2005

By Margaret Ann Rullo
President
MARGARET ANN RULLO
(Type or Print Name)

11 11-15, 2005

By Joseph Rullo
Secretary
JOSEPH RULLO
(Type or Print Name)

13 "Contractor"

14 CITY OF LONG BEACH

15 11-28, 2005

By Mark Stinson
City Manager

17 "City"

18 This First Amendment to Contract No. 29041 is approved as to form on

19 11/17, 2005.

20 ROBERT E. SHANNON, City Attorney

By D. J. Guin
Senior Deputy

22 DFG:dfe 11/11/05(1stAmendment29041-DamonConstruction) #04-04552
23 L:\APPS\CtyLaw32\WPDOCS\ID001\PO04\00081698.WPD
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On 11/15/05 before me, MARIA MARCELINA A. GODINHO, NOTARY PUBLIC,
personally appeared MARGARET ANN RULLO,

☒ personally known to me -OR- ☐

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.



WITNESS my hand and official seal.

Signature of Notary

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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

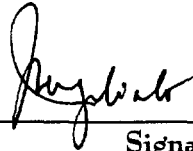
County of ORANGE

On 11/15/05 before me, MARIA MARCELINA A. GODINHO, NOTARY PUBLIC,

personally appeared MARGARET ANN RULLO,

☒ personally known to me -OR- ☐ 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.

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OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On 11/15/05 before me, MARIA MARCELINA A. GODINHO, NOTARY PUBLIC,
personally appeared JOSEPH ROBERT RULLO, SECRETARY/TREASURER,

☒ personally known to me -OR- ☐

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.



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OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

TABULATION OF UNIT COSTS FOR
THE ANNUAL CONTRACT FOR SIDEWALK REPAIRS, CURB
RAMPS, AND RELATED IMPROVEMENTS IN THE CITY OF
LONG BEACH, CALIFORNIA IN ACCORDANCE WITH
PLANS AND SPECIFICATIONS NO. R-6666

DAMON CONSTRUCTION
455 CARSON PLAZA DR., #F
CARSON, CA 90746
(310)324-7141

| BID ITEMS | QUANTITY | UNIT COST |
|---|-----------------|------------------|
| 1. Adjust City Manhole Frame & Cover | EA | \$400.00 |
| 2. Adjust L.A.C.S.D. Manhole Frame & Cover | EA | \$400.00 |
| 3. Manhole Step | EA | \$100.00 |
| 4. Adjust Water Valve Box & Cover and Meter Box & Cover | EA | \$85.00 |
| 5. Reconstruct Water Valve Box & Cover | EA | \$150.00 |
| 6. Adjust Gas Valve Box & Cover | EA | \$85.00 |
| 7. Replace Pull Box | EA | \$200.00 |
| 8. Survey Monument Type C with Casting & Cover | EA | \$360.00 |
| 9. Install Survey Monument Casting & Cover | EA | \$500.00 |
| 10. Adjust Survey Monument Casting & Cover | EA | \$400.00 |
| 11. Survey Bench Mark, Type 1 | EA | \$400.00 |
| 12. Curb Drain | EA | \$350.00 |
| 13. Pavement Grinding 6" wide, 1" Average Depth | LF | \$20.00 |
| 14. Root Pruning, 14" Deep | LF | \$10.80 |
| 15. Root Pruning, 26" Deep | LF | \$15.00 |
| 16. Tree Pruning | EA | \$175.00 |
| 17. Tree Removal up to 24" Diameter Trunk | EA | \$518.00 |
| 18. Tree Removal, 25" to 36" Diameter Trunk | EA | \$800.00 |
| 19. P.C.C. Curb, GB Type A1 | LF | \$20.79 |
| 20. P.C.C. Curb, GB Type A1, Integral | LF | \$20.79 |
| 21. P.C.C. Curb & Gutter, GB Type A2, W=1.5' | LF | \$28.53 |
| 22. P.C.C. Curb & Gutter, GB Type A2, W=2' | LF | \$33.53 |
| 23. P.C.C. Sidewalk, 3" Thick | SF | \$4.73 |
| 24. P.C.C. Driveway Apron, 4" Thick | SF | \$5.55 |
| 25. P.C.C. Driveway Apron, 6" Thick | SF | \$6.55 |
| 26. P.C.C. Pavement, 6" Thick | SF | \$6.55 |
| 27. P.C.C. Cross Gutter, 8" Thick | SF | \$10.28 |
| 28. Curb Painting | LF | \$2.50 |
| 29. Asphalt Slot Paving | SF | \$1.68 |