OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

SECOND AMENDMENT TO CONTRACT NO. 31353

THIS SECOND AMENDMENT TO CONTRACT NO. 31353 is made and entered, in duplicate, as of February 28, 2012 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 22, 2009, by and between UNITED STORM WATER, INC., a California corporation ("Contractor"), whose address is 14000 East Valley Boulevard, City of Industry, California 91746, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the parties entered Contract No. 31353 whereby Contractor agreed to provide specialized services requiring unique skills to be performed in connection with the Municipal Separate Storm Drain System Maintenance and Repair Services ("Project"); and

WHEREAS, the parties desire to extend the term and add \$582,379 to the extension for a total not to exceed amount of \$3,116,516;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. Section 2.A. of Contract No. 31353 is hereby amended in its entirety to read as follows:

"2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Annual Contract for Municipal Separate Storm Drain System Maintenance and Repair Services in the City of Long Beach, California," attached hereto as Exhibit "A"; provided, however, that City shall not pay more than Three Million One Hundred Sixteen Thousand Five Hundred Sixteen Dollars (\$3,116,516), plus a five percent (5%) contingency if needed, for the term of the Contract."

2. Section 4 of Contract No. 31353 is hereby amended in its entirety to

read as follows:

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- "4. <u>TIME FOR CONTRACT</u>. Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from the City and shall complete all work during the term of the Contract, specifically, October 1, 2009 through September 30, 2013, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents."
- 3. Except as expressly amended herein, all terms and conditions in Contract No. 31353 are ratified and confirmed and shall remain in full force and effect.

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1	IN WITNESS WHEREOF, the parties have caused this document to be duly	
2	executed with all formalities required by law as of the date first stated above.	
3		UNITED STORM WATER, INC., a California corporation
5	March 7, 2012	By 506 /
6		President JR.
7	, 2012	By Type or Print Name
8		Robert Pina
9		Type or Print Name
10		"Contractor"
11		CITY OF LONG BEACH, a municipal corporation
12	3.29	
13		By Assistant City Manager City Manager
14		"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
15	This Second Amendment to Contract No. 31353 is approved as to form on	
16	<u>3-15</u> , 2012.	
17		ROBERT E. SHANNON, City Attorney
18		By Charles 1 (1000)
19		Deputy
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