

1 January 31, 2011, and shall terminate at 11:59 p.m. on January 31, 2015, unless sooner
2 terminated as provided in this Agreement, or unless the services or the Project is
3 completed sooner.”

4 3. Section 15 of Agreement No. 32050 is hereby amended to read as
5 follows:

6 “15. LAW. This Agreement shall be construed in accordance with the
7 laws of the State of California, and the venue for any legal actions brought by any party
8 with respect to this Agreement shall be the County of Los Angeles, State of California for
9 state actions and the Central District of California for any federal actions. Consultant
10 shall cause all work performed in connection with construction of the Project to be
11 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
12 federal, state, county or municipal governments or agencies (including, without limitation,
13 all applicable federal and state labor standards, including the prevailing wage provisions
14 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
15 regulations of any fire marshal, health officer, building inspector, or other officer of every
16 governmental agency now having or hereafter acquiring jurisdiction.”

17 4. Section 31 is added to Agreement No. 32050 to read as follows:

18 “31. PREVAILING WAGES.

19 A. Consultant agrees that all public work (as defined in California
20 Labor Code section 1720) performed pursuant to this Agreement (the “Public
21 Work”), if any, shall comply with the requirements of California Labor Code
22 sections 1770 *et seq.* City makes no representation or statement that the Project,
23 or any portion thereof, is or is not a “public work” as defined in California Labor
24 Code section 1720.

25 B. In all bid specifications, contracts and subcontracts for any
26 such Public Work, Consultant shall obtain the general prevailing rate of per diem
27 wages and the general prevailing rate for holiday and overtime work in this locality
28 for each craft, classification or type of worker needed to perform the Public Work,

1 and shall include such rates in the bid specifications, contract or subcontract.
2 Such bid specifications, contract or subcontract must contain the following
3 provision: "It shall be mandatory for the contractor to pay not less than the said
4 prevailing rate of wages to all workers employed by the contractor in the execution
5 of this contract. The contractor expressly agrees to comply with the penalty
6 provisions of California Labor Code section 1775 and the payroll record keeping
7 requirements of California Labor Code section 1771."

8 5. Except as expressly modified herein, all of the terms and conditions
9 contained in Agreement No. 32050 are ratified and confirmed and shall remain in full
10 force and effect.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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Long Beach, CA 90802-4664

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

TOTUM CORP, a California corporation

_____, 2014

By _____
Name DANNY KAYE
Title PRESIDENT

_____, 2014

By _____
Name GILBERT RANOLTA
Title CEO

"Consultant"

CITY OF LONG BEACH, a municipal corporation

4.15, 2014

By _____ Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This First Amendment to Agreement No. 32050 is approved as to form on

3/24, 2014.

CHARLES PARKIN, City Attorney

By _____ Deputy