

AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTUAL SERVICES
BETWEEN CITY OF BELL AND
MCE CORPORATION

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment") by and between the **CITY OF BELL** ("City") and **MCE CORPORATION**, a California Corporation ("Contractor") is effective as of the 25th day of June, 2014.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated August 21, 2013 ("Agreement") whereby Contractor agreed to provide Street and Sewer Maintenance Services.

B. City and Contractor now desire to amend the Agreement to modify the Scope of Services, Schedule of Compensation, and increase the Contract Sum by Twenty Seven Thousand Dollars (\$27,000) for the construction of 180 tree wells (48" x 48") on Gage Avenue Tree within the City limits.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

a. In Section 2.1, the second sentence is hereby amended to reads as follows:

"The total compensation, including reimbursement for actual expenses, shall not exceed Five Hundred Sixty Thousand Two Hundred Thirty Eight Dollars (\$560,238) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10."

b. Exhibit "A" (Scope of Services), Section I is amended to add subsection F to read as follows:

"Construction of 180 tree wells (48" x 48") on Gage Avenue within City limits following the procedures set forth in Section II of this Exhibit A."

c. Exhibit "C" (Schedule of Compensation), Section I is hereby amended to add line item G to read as follows:

	RATE	TIME/UNITS	SUB-BUDGET
G. Tree Well construction	\$150 pre tree well	180 tree wells	\$27,000

d. Exhibit "C" (Schedule of Compensation), Section V. is hereby amended to read as follows:

"Unless Additional Services are approved per Section 1.10, the total compensation for the Services shall not exceed Five Hundred Sixty Thousand Two Hundred Thirty Eight Dollars (\$560,238) as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

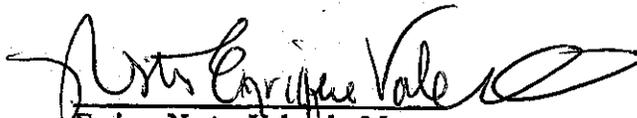
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

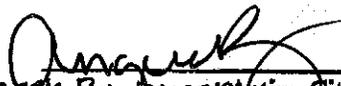
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

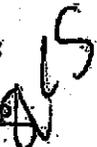
CITY OF BELL

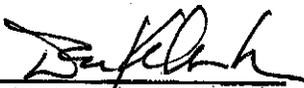

Enrique Nestor Valencia, Mayor

ATTEST:


Angela Bushman, Acting City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLC 


David Aleshire, City Attorney

CONTRACTOR:

By: 
Name: JEFFREY CORE
Title: PRESIDENT

By: 
Name: Steve Lowrance
Title: Secretary
Address: 6515 TRINITY COURT
Dublin, CA 94568

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

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On November 7, 2014 before me, Lucille C. Veatch, Notary Public
Name and Title of the Officer

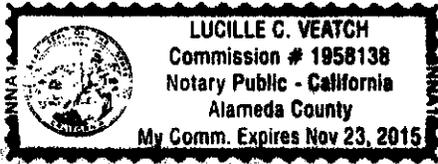
Personally appeared: Jeffrey Core

Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Lucille C. Veatch
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of document: Contract Agreement City of Bell

Document Date: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: Jeffrey Core

Signer's Name: _____

- Individual
- Corporate Officer - Title(s) President
- Partner - Limited General
- Attorney in Fact
- Guardian or Conservator
- Other: _____

Signer Is Representing:

MCE Corporation

RIGHT THUMBPRINT
OF SIGNER
TOP OF THUMB HERE

- Individual
- Corporate Officer - Title(s)
- Partner - Limited General
- Attorney in Fact
- Guardian or Conservator
- Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
TOP OF THUMB HERE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda



On November 7, 2014 before me, Lucille C. Veatch, Notary Public
Name and Title of the Officer

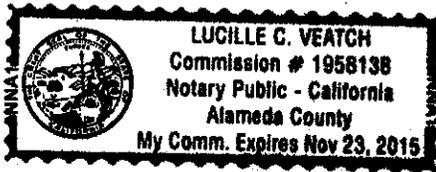
Personally appeared: Steven Loweree

Name(s) of Signer(s)

who 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~~ signature(s) on the instrument the person(s), or the entitiy upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Signature Lucille C. Veatch
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Description of Attached Document

Title or Type of document: Contract Agreement City of Bell

Document Date: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: Steven Loweree

Signer's Name: _____

- Individual
- Corporate Officer - Title(s) VP - Maintenance

Partner - Limited General

Attorney in Fact

Guardian or Conservator

Other: _____

Signer Is Representing:

MCE CORPORATION

RIGHT THUMBPRINT
OF SIGNER
TOP OF THUMB HERE

- Individual
- Corporate Officer - Title(s)

Partner - Limited General

Attorney in Fact

Guardian or Conservator

Other: _____

Signer Is Representing:

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