AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF BELL AND LEAD TECH ENVIRONMENTAL

This **AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF BELL AND LEAD TECH ENVIRONMENTAL** ("Amendment No. 1") by and between the **CITY OF BELL**, a municipal corporation ("City") and **LEAD TECH ENVIRONMENTAL, INC.** ("Contractor") is effective as of the 12th day of October, 2016.

RECITALS

A. City and Contractor entered into that certain agreement dated October 14, 2015 ("Agreement") whereby Contractor agreed to provide asbestos and lead-based paint testing, assessments, screening, and clearance reports for the City.

B. Pursuant to section 3.4 of the Agreement and Section I of Exhibit D thereto, the term of the Agreement was for one (1) year and is set to expire on October 14, 2016.

C. Pursuant to section 3.4 of the Agreement and Section I of Exhibit D thereto, the City may, in its sole and absolute discretion, extend the term for four (4) additional one-year periods.

D. By this Amendment No. 1, the City and Contractor agree to extend the term of the Agreement for one (1) additional year whereby the Agreement, as amended, would expire on October 14, 2017.

E. With Amendment No. 1, the total maximum compensation due to Contractor under the Agreement, as amended, will increase by $15,000.00 thru the end of the extension period, from $15,000.00 to $30,000.00.

F. With Amendment No. 1, the City retains the right to extend the term for three (3) additional one-year periods in its sole and absolute discretion.

TERMS

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

   a. Section 2.1, Contract Sum, shall be amended to read as follows:

   "Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Thirty Thousand Dollars and No Cents Dollars ($30,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. As of the date of Amendment No. 1, the City has already paid Six Thousand Nine Hundred Seventy Four Dollars and Seventy Five Cents ($6,974.75) to Contractor."

   b. Section V of Exhibit "C" is hereby amended to read as follows:

"The total compensation for the Services shall not exceed $30,000.00 as provided in Section 2.1 of this Agreement. As of the date of Amendment No. 1, the City has already paid Six Thousand Nine Hundred Seventy Four Dollars and Seventy Five Cents ($6,974.75) to Contractor."

c. Section I of Exhibit D of the Agreement is hereby amended and shall now read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until October 14, 2017. The City may, in its sole and absolute discretion, extend the term for three (3) additional one-year periods. "

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, 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 Amendment No. 1.

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 No. 1, 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 No. 1, 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 No. 1.

5. Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 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

Alicia Romero, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONTRACTOR:

By:_____
Name: Steven Deacler
Title: Owner

By:_____
Name:
Title:
Address: 2348 Camino Robledo
Carlsbad, CA 92009

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.

SEE ATTACHED
FOR OFFICIAL
ACKNOWLEDGMENT
O.M. 11/4/16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On Nov. 4th, 2016 before me, O.P. Mayo III, personally appeared Steven Denzler, 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.

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.

Signature: Notary Public

O. P. MAYO III
COMM. # 2071295
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. JUNE 13, 2018

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

- [x] INDIVIDUAL
- [ ] CORPORATE OFFICER
  TITLE(S)
- [ ] PARTNER(S) [ ] LIMITED [ ] GENERAL
- [ ] ATTORNEY-IN-FACT
- [ ] TRUSTEE(S)
- [ ] GUARDIAN/CONSERVATOR
- [ ] OTHER

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

DESCRIPTION OF ATTACHED DOCUMENT

Amendment No. 1
TITLE OR TYPE OF DOCUMENT

3
NUMBER OF PAGES

November 4th, 2016
DATE OF DOCUMENT

SIGNER(~~S~~) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

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.

Signature: _____

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CERTHOLDER COPY

SC

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-01-2016

GROUP:
POLICY NUMBER: **1696984-2016**
CERTIFICATE ID: **116**
CERTIFICATE EXPIRES: **01-01-2017**
01-01-2016/01-01-2017

CITY OF BELL
6250 PINE AVE
BELL GARDENS CA 90201-1219

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - STEVEN DENZLER, PRES,SEC,TRE - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEAD TECH ENVIRONMENTAL
2348 CAMINO ROBLEDO
CARLSBAD CA 92009

SC

[MEE,CN]

(REV.7-2014)

PRINTED : 11-21-2016