

**AMENDMENT NO. 2 TO
NON-PROFESSIONAL SERVICES/MAINTENANCE SERVICES
PW 22-01: FISCAL YEAR 2022/23 ANNUAL CLEANING AND INSPECTION OF CITY
MAINTAINED FOSSIL FILTER AND CATCH BASINS**

This is Amendment No. 2 ("Amendment No. 2") to that certain Non-Professional Services/Maintenance Services ("Agreement") made on DECEMBER 15, 2021 between the City of Menifee ("City") and **United Storm Water Inc** ("Contractor") for **PW 22-01: FISCAL YEAR 2022/23 ANNUAL CLEANING AND INSPECTION OF CITY MAINTAINED FOSSIL FILTER AND CATCH BASINS** which this Amendment No. 2 is made and entered into on _____, **2023** to increase the scope of work and compensation amount as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 2 shall have the meanings ascribed to them in the Agreement.
2. Section 1.1, "Term of Services" is amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on **December 15, 2021** and shall end on **June 30, 2025** unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

3. SECTION 2, "Compensation" is amended to read as follows, increasing the contract amount by: **\$120,000.00 (ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS)**

SECTION 2. COMPENSATION.

City hereby agrees to pay Contractor a sum not to exceed **\$232,849.48 (TWO HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED FORTY NINE DOLLARS AND FORTY EIGHT CENTS)** notwithstanding any contrary indications that may be contained in Contractor's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for the Services rendered pursuant to this Agreement at

the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for the Services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

4. Exhibit A, "Scope of Services" is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the "Scope of Services" is not intended to replace the original Exhibit A to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A to the Agreement. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide N/A in the amount not to exceed **\$232,849.48 (TWO HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED FORTY NINE DOLLARS AND FORTY EIGHT CENTS)** as further detailed in the following page(s).

5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 2 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

CITY OF MENIFEE

United Storm Water Inc

Armando G. Villa, City Manager

Eduardo Perry Jr, President

Attest:

Daniel C. Perry, Vice President

Stephanie Roseen, Interim City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

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PRICING FOR FIRST EXTENSION YEAR

BID SCHEDULE

PW 22-01: ANNUAL CLEANING AND INSPECTION OF CITY MAINTAINED
FOSSIL FILTER AND CATCH BASINS

ITEM NO.	ZONE	WORK DESCRIPTION	CATCH BASIN(S)	UNIT PRICE (Per Catch Basin)	SUBTOTAL AMOUNT
1	Zone 27	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	3	\$138.00	\$414.00
2	Zone 27	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	3	\$138.00	\$414.00
3	Zone 27	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	3	\$22.00	\$66.00
4	Zone 44, Loc 1	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	55	\$138.00	\$7,590.00
5	Zone 44, Loc 1	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	55	\$138.00	\$7,590.00
6	Zone 44, Loc 1	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	55	\$22.00	\$1,210.00
7	Zone 44, Loc 2A	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	61	\$138.00	\$8,418.00
8	Zone 44, Loc 2A	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	61	\$138.00	\$8,418.00
9	Zone 44, Loc 2A	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	61	\$22.00	\$1,342.00
10	Zone 44, Loc 3B	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	3	\$138.00	\$414.00
11	Zone 44, Loc 3B	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	3	\$138.00	\$414.00

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12	Zone 44, Loc 3B	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	3	\$22.00	\$66.00
13	Zone 49	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	2	\$138.00	\$276.00
14	Zone 49	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	2	\$138.00	\$276.00
15	Zone 49	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	2	\$22.00	\$44.00
16	Zone 63	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	21	\$138.00	\$2,898.00
17	Zone 63	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	21	\$138.00	\$2,898.00
18	Zone 63	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	21	\$22.00	\$462.00
19	Zone 69	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	16	\$138.00	\$2,208.00
20	Zone 69	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	16	\$138.00	\$2,208.00
21	Zone 69	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	16	\$22.00	\$352.00
22	Zone 77	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	4	\$138.00	\$552.00
23	Zone 77	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	4	\$138.00	\$552.00
24	Zone 77	Replacement of Fossil Filter Absorbent(s), any size or length curb	4	\$22.00	\$88.00

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		inlet, combination inlet, or drop inlet at each catch basin location.			
25	Zone 81	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	15	\$138.00	\$2,070.00
26	Zone 81	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	15	\$138.00	\$2,070.00
27	Zone 81	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	15	\$22.00	\$330.00
28	Zone 117	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	11	\$138.00	\$1,518.00
29	Zone 117	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	11	\$138.00	\$1,518.00
30	Zone 117	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	11	\$22.00	\$242.00
31	Zone 118	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	2	\$138.00	\$276.00
32	Zone 118	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	2	\$138.00	\$276.00
33	Zone 118	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	2	\$22.00	\$44.00
34	Zone 176	Cleaning #1 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	4	\$138.00	\$552.00
35	Zone 176	Cleaning #2 and Inspection of Catch Basin with Fossil Filters, any size or length curb inlet, combination inlet, or drop inlet catch basin.	4	\$138.00	\$552.00
36	Zone 176	Replacement of Fossil Filter Absorbent(s), any size or length curb inlet, combination inlet, or drop inlet at each catch basin location.	4	\$22.00	\$88.00

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ITEM NO.	ZONE	WORK DESCRIPTION	CATCH BASIN(S)	UNIT PRICE (Per Catch Basin)	SUBTOTAL AMOUNT
TOTAL BID AMOUNT SCHEDULE (in numbers):			\$58,706.00		

TOTAL BID AMOUNT SCHEDULE (in words):

Fifty-eight thousand seven hundred six Dollars and zero Cents

In the event of a variation between the unit price and extended total, the unit price will be used and the corrected extension will be considered as the amount bid. If the bid is illegible and cannot be reconciled it will be considered non-responsive and will not be considered for award.

The lowest responsive bidder shall be determined by comparing sum of the base bid amount(s) with that of all additive or alternative bids (if any) of bidders deemed by the Owner to be responsive in all other aspects. If equal low bids are received from responsible and responsive bidders the selection shall be made by drawing lots, or other similar random blind method selected by the Owner. If only one responsive bid is received from a responsible bidder the award shall not be made unless the price can be determined to be reasonable based on an analysis by the Owner. The Owner's determination as to the reasonableness of any such bid shall be final. All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection.

The quantities listed in the bid proposal are provided to give a general indication of the scope of the work and for the comparison of bids. No warranty is made, either expressed or implied, that the actual quantities of work to be done will correspond therewith. Item numbers followed by "(S)" are designated as specialty items.

By signing and submitting this bid the Contractor confirms that they are familiar with the work site and all existing conditions that may affect their work and that they have read and agree to all the terms, conditions and requirements contained or referenced herein and that all the aforementioned has been included in the bid prices listed above including items of work that may not have a specific pay line item and that there shall be no additional costs to the Owner.

WARNING: If an addendum or addenda have been issued by the Owner and not noted above as being received by the bidder, this Bid may be rejected.

Complete the following:

United Storm Water, Inc.
Legal name of the business
Corporation
Business Type (Corporation, Partnership, Sole Proprietor)

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N/A
DBA (if any)

Eduardo C. Perry Jr., President
Name and title of the owner

Lydia Perry, Secretary/Treasurer
Name and title of second partner or officer

14000 E. Valley Blvd., Industry, CA 91746
Business Address

(626) 961-9326 (626) 434-6285
Telephone number Facsimile number

lydia@unitedstormwater.com
Email address of primary contact

unitedstormwater.com
Company web address

 11/28/2022
Signature of Prime Contractor Date

 11/28/2022
Signature of Prime Contractor Date

Eduardo C. Perry Jr., President
Print name and title
(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

Lydia Perry, Secretary/Treasurer
Print name and title

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