

**CITY OF FOLSOM
AMENDMENT NO. 1
TO
AGREEMENT FOR CONSULTING SERVICES**

The Consultant and Professional Services Agreement ("Agreement") dated as of November 1, 2021, between the **CITY OF FOLSOM**, a municipal corporation, ("City") and **BEAR ELECTRICAL SOLUTIONS INC.** ("Consultant"), is amended as set forth on Exhibit 1 (Exhibit 1 is attached hereto and incorporated herein.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Date: _____

City of Folsom,
A Municipal Corporation

By: Bryan Whitemyer, City Manager

Date: _____

Consultant Name: **Bear Electrical Solutions Inc.**

By: _____

By: _____

Approved As To Content:

Kelly Gonzalez, Parks & Recreation Director

Date

Approved As To Form:

Steven Wang, City Attorney

Date

Attests:

Funding Available:

Christa Freemantle, City Clerk

Stacey Tamagni, Finance Director Date

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of the Civil Code section 1189 must be attached for each person executing this agreement on behalf of the consultant. California Civil Section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

Bear Electrical Solutions Inc.

Amendment No. 1 – On-Call Minor Electrical and Streetlight Repair at Various Locations throughout the City

EXHIBIT 1

**AMENDMENT NO. 1
TO
AGREEMENT FOR CONSULTANT AND PROFESSIONAL SERVICES
WITH BEAR ELECTRICAL SOLUTIONS INC.**

The Agreement is amended as follows:

- A. Section 2. TERM OF AGREEMENT is deleted and the following is inserted in its place:

This Agreement shall continue through November 1, 2026, unless otherwise terminated or extended as set forth in Section 17 of this Agreement.

- B. Section 4. COMPENSATION is deleted and the following is inserted in its place:

Compensation for the services shall be paid on a time-and-materials, not-to-exceed basis. The maximum compensation for the services specified in Exhibit A, including any and all costs or expenses, is \$100,000 for year five. In the event the cost for services exceeds \$100,000, Contractor agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Contractor and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditure not substantiated by Contractor's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Contractor shall reimburse the City for the amount of the disallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

Except as amended herein, all other provisions of the Agreement and any previously approved amendments thereto remain in full force and effect.