

ITEM 7 ATTACHMENT
AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and The Illini Companies, Inc., DBA: Commercial Aquatics, Inc.)

This Amendment No. 2 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 14th day of September, 2022 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and the Illini Companies, Inc., DBA: Commercial Aquatics, Inc., 1211 N. Hawk Circle, Anaheim, CA 92807 (“Contractor/Consultant”).

This “Amendment” modifies the original Agreement between the “City” and the “Contractor/Consultant” dated September 15, 2020 and Amendment No. 1 dated November 10, 2021 in the following fashion:

- A. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.1 – Scope of Services as set forth in Contractor/Consultant’s [Month, Day, Year] proposal to City attached hereto as Exhibit [A-1] and incorporated herein by this reference.
- B. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.2 – Approved Fee Schedule as set forth in Contractor/Consultant’s [Month, Day, Year] fee schedule to City attached hereto as Exhibit [B-1] and incorporated herein by this reference.
- C. City and Contractor/Consultant desire to amend the Agreement by modifying section 3.4 – Expiration Date of the Agreement to read as follows:

3.4 “Expiration Date”: _____.

Section 4 of the Agreement is also amended to incorporate the new Expiration Date.
- D. City and Contractor/Consultant desire to amend the Agreement by modifying Section 5 so that the total compensation and costs payable to Contractor/Consultant under this Agreement is a not-to-exceed sum of \$150,000.

To also be included in this Amendment, is the following:

PREVAILING WAGES

- 1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
 - 1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage

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determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

1.3.1 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”

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1.4 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

1.4.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

By: _____
Mary Sue Maurer, Mayor

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

By: _____
Erica Green, Community Services Director

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date: _____

“Consultant/Contractor”
The Illini Companies, Inc., DBA: Commercial Aquatics, Inc.

By: _____
Jerry Sutton, President

Date: _____

By: _____
Ann Marie Rees, General Manager

Date: _____