

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND CRAFTSMEN PLUMBING HEATING & COOLING, INC.
ROUTINE MAINTENANCE SERVICES**

THIS FIRST AMENDMENT is made and entered into as of **November 15, 2022** by and between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Craftsmen Plumbing Heating & Cooling, Inc., a Corporation** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **July 1, 2020**, the City and Contractor entered into that certain Agreement entitled "Agreement for **Routine Maintenance Services**," in the amount of **\$325,000** each fiscal year, for a total Agreement amount of **\$1,625,000**.

b. The parties now desire to update the scope of work and to amend the Agreement as set forth in this Amendment.

2. Section **3** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000)** for the total term of this agreement unless additional payment is approved as provided in this Agreement.

3. **Exhibit A** Scope of Work and **Exhibit B** Payment Rates and Schedule to the Agreement is hereby amended by adding thereto the items set forth on **Attachment "A"** to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

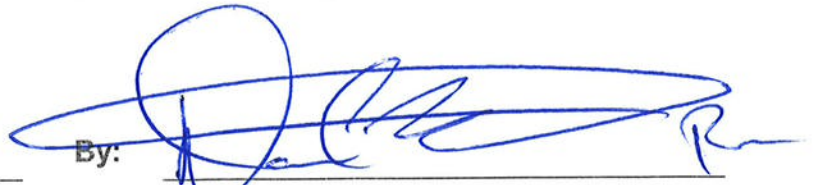
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

CRAFTSMEN PLUMBING HEATING & COOLING, INC.

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Matt Rahn, Mayor

By: 
Danny McKee, President

ATTEST:

By: _____
Randi Johl, City Clerk


By: 
Laura McKee, Treasurer

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Craftsmen Plumbing Heating & Cooling, Inc.
Contact Person: Danny McKee
27636 Ynez Road
Temecula, CA 92591
Phone Number: (951) 676-6838
craftsmeninc@hotmail.com

City Purchasing Mgr.
Initials and
Date: 

ATTACHMENT A

EXHIBIT A

Contractor recognizes and agrees that this Agreement is for the purpose of establishing a contractual relationship between the **City of Temecula** and the Contractor for the future repairs, and maintenance of **plumbing, heating and cooling systems, and a variety of general contracting services to include, but not limited to; concrete, roofing, building & tenant improvements, electrical services, fire systems, inspections, various materials and supplies, and installations, renovations, and rehabilitations** at the various locations upon real and personal property of the City. Work will also include maintenance services, and emergency call-out. The procedure for assigning work is set forth as follows:

1. The City Manager or his designee shall submit to Contractor a written "Request for Work". The Request for Work shall include a description of the work to be completed, the time for completion of the work, and the plans and specifications, if any, work.

2. Within five (5) business days of the date of the Request for Work, Contractor shall respond in writing to the Request for Work and advise the City Manager whether it can perform the work and specify the cost of material which will be required and the estimated cost of labor and equipment necessary to complete the work in accordance with the labor and equipment rates set forth in Exhibit "B" to this Agreement.

3. In the event emergency work is required, the City Manager may transmit the Request for Work orally to the Contractor. As soon as practical following the emergency, the Contractor and Director shall in good faith confirm in writing the scope of the emergency work undertaken.

4. Upon acceptance of the Contractor's response by the City Manager, the Contractor shall proceed with the work. The performance of the work shall be pursuant to the terms of this Agreement.

EXHIBIT "B"

PAYMENT RATES AND SCHEDULE

The cost of such services, labor, materials or supplies, while not guaranteed per Section 3 of this Agreement, shall not exceed \$1,625,000 for the total term of the Agreement, unless additional payment is approved as provided in this Agreement.

General Contracting Services to include, but not limited to:

Plumbing, heating and cooling systems, and a variety of general contracting services to include, but not limited to; concrete, roofing, building & tenant improvements, electrical services, fire systems, inspections, various materials and supplies, and installations, renovations, and rehabilitations.

Contractor will provide to the City a quote or estimate for the work to be performed, when and as requested by city staff/representatives for each work task, inclusive of total cost of work to complete the task or project.