CITY OF CORONA FIRST AMENDMENT TO MAINTENANCE/GENERAL SERVICES AGREEMENT WITH XYLEM DEWATERING SOLUTIONS, INC., DBA WACHS WATER SERVICES (WATER VALVE ASSESSMENT SERVICES)

1. PARTIES AND DATE.

This First Amendment to the Maintenance/General Services Agreement ("First Amendment") is made and entered into this ____ day of _____, 2024 by and between the City of Corona ("City") and Xylem Dewatering Solutions, Inc., dba Wachs Water Services ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Contractor entered into that certain Maintenance/General Services Agreement with Pure Technologies US, Inc., dated January 4, 2023, transferred to Xylem Dewatering Solutions, Inc., dba/Wachs Water Services by Assignment and Assumption Agreement dated July 10, 2024 ("Agreement"), whereby Contractor agreed to provide water valve assessment services.
- 2.2 <u>Amendment</u>. City and Contractor desire to amend the Agreement for the first time to increase the compensation by \$100,000 to \$650,000 for fiscal year 2024 only and return the compensation amount to \$550,000 per fiscal year beginning with fiscal year 2025.

3. TERMS.

- 3.1 <u>Rates & Total Compensation</u>. Section 3.3.1 (Rates & Total Compensation) of the Agreement is hereby deleted in its entirety and replaced with the following:
 - "3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) for fiscal year ending June 30, 2024 and Five Hundred Fifty Thousand Dollars for fiscal year ending June 30, 2025 (\$550,000) ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

- 3.2 <u>Continuing Effect of Agreement</u>. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.
- 3.3 <u>Adequate Consideration</u>. 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 First Amendment.
- 3.4 <u>Counterparts</u>. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

2 (BB&K: 9-10)

CITY'S SIGNATURE PAGE FOR FIRST AMENDMENT TO

MAINTENANCE/GENERAL SERVICES AGREEMENT

WITH XYLEM DEWATERING SOLUTIONS, INC., DBA WACHS WATER SERVICES (WATER VALVE ASSESSMENT SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: Tom M	Moody or of Utilities
Reviewed By:	Docusigned by: Latic Hockett FC64247E8E12465 Katie Hockett
Reviewed By:	Assistant Director of Utilities Docusigned by: Afab Hussain
Reviewed By.	Aftab Hussain Maintenance Manager DocuSigned by:
Reviewed By:	Yasmin Lopez Purchasing Manager
Attest:	Sylvia Edwards, City Clerk City of Corona, California

CONTRACTOR'S SIGNATURE PAGE **FOR**

FIRST AMENDMENT TO

MAINTENANCE/GENERAL SERVICES AGREEMENT WITH XYLEM DEWATERING SOLUTIONS, INC., DBA WACHS WATER SERVICES (WATER VALVE ASSESSMENT SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance/General Services Agreement as of the date noted on the first page of the Amendment.

XYLEM DEWATERING SOLUTIONS, INC., DBA WACHS WATER SERVICES

a New Jersey corporation

By:

Robert Barlett

DocuSigned by:

Vice President and Secretary