

FIRST AMENDMENT TO THE AS-NEEDED PRODUCT SUPPLY AND TECHNICAL SERVICES AGREEMENT WITH PARKSON CORPORATION

This First Amendment to the As-Needed Product Supply and Technical Services Agreement (First Amendment) is made and entered into by and between the City of San Diego (City) and Parkson Corporation (Contractor), also referred to individually as “Party” and collectively as the “Parties.”

RECITALS

1. City approved Sole Source #3814, resulting in a contract between the City and Contractor (Contract) to provide as-needed replacement equipment, parts, materials and technical services. The Contract is comprised of the Contract and the City’s General Contract Terms and Provisions.
2. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.
3. The Parties wish to amend the Contract to change the City’s Contract Administrator, extend the contract as permitted in the Contract Terms, and add additional compensation as required for the duration of the contract.

TERMS

1. Section 1.2 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

1.2 **Contract Administrator.** The Public Utilities Department (PUD), Wastewater Treatment and Disposal Division (WWTD) is the Contract Administrator for this Agreement. Contract shall provide Goods and Services under the direction of a designated representative of the Department as follows:

Thomas Rosales
Deputy Director, PUD-WWTD
9191 Kearny Villa Court
San Diego, CA 92123
TRosales@sandiego.gov

2. Section 2.1 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

2.1 **Term.** The term of this Agreement shall be from January 13, 2017 through January 12, 2022. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

3. Section 3.1 of the Contract is hereby **DELETED** in its entirety and **REPLACED** with the following:

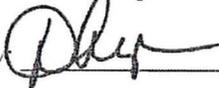
3.1 **Amount of Compensation.** City shall pay Contractor for supply of all goods and services in accordance with this Agreement in an amount not to exceed \$3,000,000.00.

4. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

5. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and Contractor acting by and through their authorized officers.

Parkson Corporation

By: 

Name: Dianne Kaplan

Title: Contracts Manager

Date: April 1, 2020

City of San Diego

By: 

Name: Kristina Peralta
Director

Title: Purchasing & Contracting

Date: 2 APR 2020

Approved as to form this 3rd day of
April, 2020

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

Christine Leone
Print Name