

AMENDMENT 1 TO CONTRACT NO. 3430

LENNOX GARBAGE DISPOSAL DISTRICT

THIS AMENDMENT, made and entered into this 29th day of May, 2019, by and between the COUNTY OF LOS ANGELES Board of Supervisors, acting in their capacity as the governing body of the Lennox Garbage Disposal District (hereinafter referred to as COUNTY) and Ware Disposal, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, CONTRACT No. 3430 ("Contract") was entered into between the COUNTY and the CONTRACTOR, on August 9, 2018, to provide services for collection/disposal of refuse and for collection/management of recyclable material and green waste from all establishments, and industrial establishments within the COUNTY ("scope of work"), commencing on August 13, 2018; for a period of seven years with two 1½-years renewal options; and

WHEREAS, the first paragraph in Part 1, Section 7.C.1 of the Contract entitled, County Service Fees and Maximum Contract Sum, provides an incorrect reference to Attachment 7-3 for the Schedule of Prices. The correct reference to Schedule of Prices is Attachment 7-5, which the County desires to clarify and incorporate in this AMENDMENT.

WHEREAS, the Board delegated authority to the Director of Public Works to approve and execute amendments to incorporate necessary changes within the scope of work; and

NOW, THEREFORE, in consideration of the foregoing facts, the COUNTY and the CONTRACTOR agree that Contract No. 3430 between them shall be amended as follows:

FIRST: The first paragraph in Part 1, Section 7, Service Fees and Billing, C.1, County Service Fees and Maximum Contract Sum, is hereby replaced with the following:

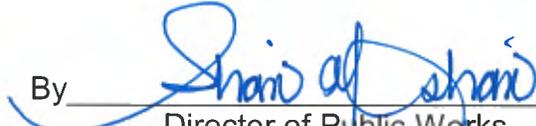
1. County Service Fees and Maximum Contract Sum

County agrees, in consideration of the performance of Task 2 Services in items A, B, and E of Exhibit 3A2, to pay the CONTRACTOR for County Service Fees. The fees are specified in Attachment 7-5, Schedule of Prices Form PW-2.1.1, of Attachment 7 that CONTRACTOR Collects, the **not-to-exceed amount of \$678,150.00** per Contract Year or a greater amount as the Board may approve. This is referred to as the "Maximum Contract Sum" for Task 2 Services.



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

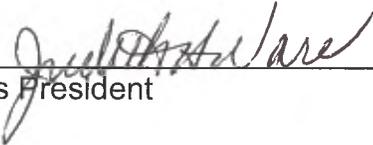
By   
Director of Public Works

APPROVED AS TO FORM:

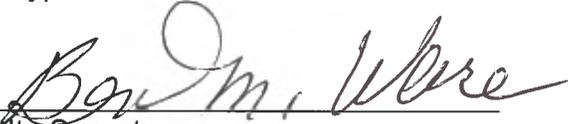
MARY C. WICKHAM  
County Counsel

By   
Deputy

WARE DISPOSAL, INC.

By   
Its President

JUDITH A. WARE  
Type or Print Name

By   
Its Secretary

BEN M. WARE  
Type or Print Name

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ORANGE)

On MAY 13 2019 before me, J.B. Swan III, Notary Public  
(insert name and title of the officer)

personally appeared JUDITH H. WARE & BEN M WARE  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

