

**AMENDMENT NO. 1 TO CONTRACT AGREEMENT
BY AND BETWEEN
THE CITY OF COALINGA, CA
AND
TANKO STREETLIGHTING, INC.
FOR
STREET LIGHT OWNERSHIP & AUDIT PROJECT**

This Amendment No. 1 of the Contract Agreement is made as of the ____th day of _____, 2021 ("Effective Date"), by and between the City of Coalinga, CA (the "City") and Tanko Streetlighting, Inc. (the "Contracting Party").

RECITALS

WHEREAS, on or about September 24th, 2020, a Contract was entered into by and between the City and Contracting Party for "Street Light Ownership & Audit Project" (hereinafter "Contract"); and

WHEREAS, the City and Contracting Party mutually agree it is now necessary to amend the Contract to modify the price of the Contract, quantity of expected fixtures, and the Scope of Services on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **SECTION 4 – Price and Payment**: This section of the original Agreement included a Not to Exceed (NTE) Amount of Seventy-Six Thousand, Four Hundred Dollars (\$76,400.00). This Amendment No. 1 hereby modifies the Not to Exceed (NTE) Amount to: Eighty Thousand, Fifty Dollars (\$80,050), which includes a three percent (3%) contingency.
2. **SECTION 4B**: The original fixture count listed in this section of the original Agreement was 728 fixtures. This Amendment No. 1 hereby replaces this Section in its entirety with the following sentence:

City acknowledges that estimated fixture quantity is approximately 777, but that final fixture quantity will be determined by the completion of the audit and data reconciliation processes.

3. **EXHIBIT B - SCOPE OF SERVICES**: This Amendment No. 1 hereby replaces the first sentence of the Step 2: Inventory Audit section in its entirety with the following sentence:

Step 2 shall be initiated before Step 1 in order to ensure the streetlight valuation is as accurate as possible.

Except as expressly modified herein, all other terms and conditions set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the City and the Contracting Party have executed this Amendment No. 1 as a sealed instrument as of the date first written above.

CITY OF COALINGA, CA (CITY)

TANKO STREETLIGHTING, INC.
(CONTRACTING PARTY)

Sean Brewer, City Manager

Jason Tanko, Chief Executive Officer