

## AMENDMENT NO. 1

### AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES** ("Amendment No. 1") by and between the **CITY OF BELL**, a municipal corporation ("City") and, **BELFOR USA GROUP, INC**, a Colorado Corporation dba **BELFOR PROPERTY RESTORATION**, ("Consultant" or "Contractor") is effective as of the 11 day of February, 2015.

### RECITALS

A. City and Contractor entered into an Agreement for Contractual Services dated December 9, 2014 ("Agreement") for emergency property restoration services which was to be broken down into two phases at the City's Community Center ("Services").

B. During phase II of the emergency property restoration services Contractor and City staff discovered that the lighting system and fixtures in the Community Center no longer function properly and needed to be replaced.

C. City and Contractor desire to execute Amendment No. 1 to the Agreement to add the removal, replacement and installation of a new lighting system and fixtures to the Scope of Services and increase the Contract Sum by an additional \$57,447.37.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

Section 2.1 of the Agreement is hereby amended as follows:

#### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amount specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred Thousand Six Hundred Sixty Two Dollars (\$262,447.37)** unless additional compensation is approved pursuant to Section 1.10.

The following Exhibits are amended:

- a. Scope of Services (Exhibit "A-1")

These exhibits, which are attached hereto and incorporated herein, amend and supersede the existing exhibits attached to the Agreement and incorporated therein.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contract Services Agreement.

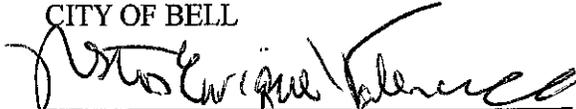
3. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

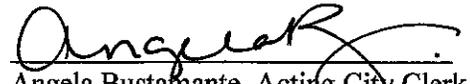
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL

  
Nestor Enrique Valencia, Mayor

ATTEST:

  
Angela Bustamante, Acting City Clerk

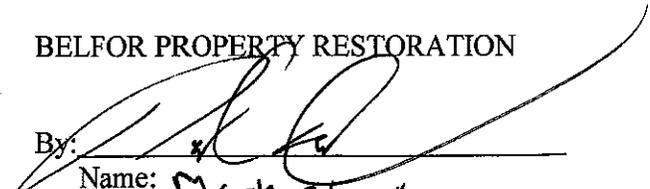
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

  
David Aleshire, City Attorney

CONTRACTOR:

BELFOR PROPERTY RESTORATION

By:   
Name: Mark Choud  
Title: PM

By: \_\_\_\_\_  
Name:  
Title:

Two signatures are required if a corporation

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

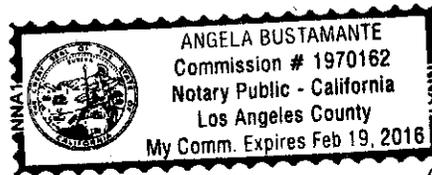
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On INSERT February 17, 2015, before me, Angela Bustamante, a Notary Public, personally appeared Mark Arlen Chenaila, 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.

Angela Bustamante  
Notary Signature



(Seal)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On INSERT \_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Signature