

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF BELL** (“City”) and **Nationwide Environmental Services, Division of Joe’s Sweeping, Inc.**, a corporation (“Contractor”) is effective as of the 18th day of July 2015.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated July 18th 2012 (“Agreement”) whereby Contractor agreed to provide Street Sweeping, Sidewalk Cleaning, and Bus Shelter Cleaning Services.

B. Pursuant to section 3.5 of the Agreement, the term of the Agreement is for three (3) years and is set to expire on July 18, 2015.

C. City and Contractor now desire to amend the Agreement to extend the Agreement two (2) years, through the end of July 18, 2017.

D. The additional two (2) years of services to the City will increase total contract sum to One Million Five Hundred Nine Thousand and Three Hundred and Fifty Dollars (\$1,509,350). This contract sum considers all five (5) years of service, plus the additional services described in Exhibit A-Revised.

TERMS

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

a. Section 2.1, Contract Sum, shall be amended to read as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts 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 **One Million Five Hundred Nine Thousand and Three Hundred and Fifty Dollars (\$1,509,350)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9. Annually, Cost Adjustments will be made to the Contract Prices using the annual indexes of the Consumer Price Index for All Urban Consumers, Los Angeles – all items as published by the U.S. Department of Labor, Bureau of Labor Statistics.”

b. Section III of Exhibit “C” is hereby amended to read as follows:

“III. The total compensation for the Services shall not exceed \$1,509,350 as provided in Section 2.1 of this Agreement.”

c. Section IV of Exhibit "C" is hereby amended to read as follows:

"IV. Annually, Cost Adjustments will be made to the Contract Prices using the annual indexes of the Consumer Price Index for All Urban Consumers, Los Angeles – all items as published by the U.S. Department of Labor, Bureau of Labor Statistics."

d. Section 3.5, "Term of Agreement", is hereby amended to read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until July 18, 2017."

e. Exhibit A and Exhibit D are hereby replaced with Exhibit A-Revised and Exhibit D-Revised

2. Continuing Effect of Agreement. Except as amended by this Agreement, 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 Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. 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 Amendment.

5. 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



Ali Saleh, Mayor

ATTEST:



Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



David J. Aleshire, City Attorney

CONTRACTOR:

By: 

Name: Amy Sirinukunwong
Title: Vice President

By: 

Name: Suzy Samuelian
Title: Corp. secretary
Address: 11914 Front St.
Norwalk, Ct 06050

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.

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 Los Angeles

On August 27, 2015 before me, Kumar Venkatesan, Notary Public

personally appeared ANI SAMUELIAN KARRIELIAN, SUZY SAMUELIAN

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 [Handwritten Signature]

Place Notary Seal Above

OPTIONAL

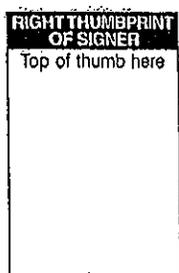
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

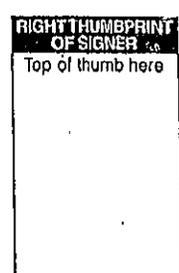
Title or Type of Document: Document Date: Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

- Signer's Name: Individual Corporate Officer -- Title(s): Partner -- Limited General Attorney in Fact Trustee Guardian or Conservator Other:



- Signer's Name: Individual Corporate Officer -- Title(s): Partner -- Limited General Attorney in Fact Trustee Guardian or Conservator Other:



Signer Is Representing:

Signer Is Representing:

EXHIBIT "A-Revised" TO AGREEMENT

SCOPE OF SERVICES

STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES

Street Sweeping Services

Street Cleaning Cleanliness and Appearance: Contractor shall sweep the streets designated by the City of Bell using an SCAQMD approved Alternative Fueled CNG (Compressed Natural Gas) Street Sweeper meeting Rule 1186 (PM10) and 1186.1. Sweeper will sweep with sufficient diligence to maintain streets free from accumulated litter, dirt and other debris as judged by the Designated City Representative taking into consideration any complaints or comments received from the public.

Hours of Operation: Contractor will sweep the streets during the following hours: Commercial and Arterial Streets shall be swept between the hours of 10:00 PM and 6:00 AM. Residential Streets shall be swept between the hours of 2:00 AM and 5:00 AM.

Street Sweeping Schedule: See attached map, **Exhibit A-1**

Holidays: Contractor will be required to perform a make-up sweep on the following holidays on the next available day:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day (4th of July)
Labor Day
Thanksgiving Day
Christmas Day

Inclement Weather: Contractor will not be required to sweep the streets when inclement weather prevents effective street sweeping. Areas which cannot be swept due to inclement weather shall be swept the follow available day.

Adherence to Sweeping Schedule: Contractor shall adhere to the established sweeping schedule and have sufficient back up equipment to assure scheduled sweeping. Exceptions to meeting the schedule are inclement weather and natural or manmade disasters that render sweeping impossible.

Disposal of Debris: Contractor shall dispose of all debris collected from street sweeping and bus stop receptacles into a roll off bin located at the contractor's center of operation. Said debris shall be hauled by the contractor and disposed of at the BelArt Transfer Station under the City's account. The City of Bell will be responsible for the cost of disposal.

Water Usage: City will provide water to the Contractor and the Contractor will be responsible to provide the City with a monthly count.

Compliance with Environmental Regulations: Contractor shall comply with all regulations of the California Air Resources Board and California Regional Water Quality Control Board.

Daily Logs and Reports: Contractor shall keep daily logs of the curb miles swept, amount of debris removed and any problems incurred in sweeping the city streets. A summary report will be submitted to the City within five (5) days of the end of the month.

BUS SHELTER CLEANING SERVICES

Bus Shelter Cleanliness and Appearance: Contractor shall clean the bus shelters and bus stops specified herein with sufficient diligence to maintain them free from accumulated graffiti, litter, dirt, and other debris as judged by the Designated City Representative taking into consideration any complaints or comments from the public.

Hours and Days of Operation: Contractor shall clean the bus shelters of the City of Bell between the hours of 10:00 PM and 6:00 AM, Monday through Saturday.

Bus Shelter Cleaning Services: Contractor shall perform the following services:

Remove all graffiti from shelters, roof, benches, poles, refuse receptacles, and the sidewalk within a seven-foot perimeter every other day.

Remove all trash and debris, empty refuse receptacles, and replace liners as needed.

Steam clean entire area around bus shelters and bus stops within a seven foot perimeter of shelter and public right of way removing all debris including but not limited to gum, grease, and stains every other day.

Rinse shelter including poles, roof, and bench every other day.

See attached map, **Exhibit A-2**

List of Bus Shelter Locations, **Exhibit A-2.1**

Daily Logs and Reports: Contractor shall keep daily logs of the bus shelters cleaned, hours worked and any problems incurred in cleaning of the bus shelters. A summary report will be submitted to the City within five (5) days of the end of the month.

SIDEWALK CLEANING SERVICES

Sidewalk Cleanliness and Appearance: Contractor shall clean the sidewalks in the City of Bell with diligence to maintain them in a sanitary condition with priority in the areas of greatest need. Sidewalks will be maintained in appropriate level of cleanliness and appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from the public.

Sidewalks to be Pressure Washed: Contractor shall pressure wash the sidewalks of the City of Bell. Sidewalks are categorized into 3 zones, High Foot Traffic, Regular Foot Traffic, and Low Foot Traffic Areas.

High Foot Traffic Area: Shall be pressure washed once per week.

Both sides of Atlantic Blvd., from city limit to city limit. Both sides of Florence Ave., from Otis Ave. to King Ave.

Regular Foot Traffic Area: Shall be pressure washed twice per month.

Both sides of Gage Ave., from western city limit to King Ave. Both sides of Florence Ave., from western city limit to Otis Ave. Both sides of Florence Ave., from King Ave to Sherman Way

Low Foot Traffic Area: Shall be pressure washed once every two months.

Both sides of Gage Ave., from King Ave to eastern city limit
Both sides of Florence Ave., from Sherman Way to eastern city limit

See attached map, **Exhibit A-3**

Other Public Areas to be cleaned: Contractor shall clean the sidewalks and or other hard surfaces at the following public buildings and facilities by pressure washing them at least twice a month. They shall be washed at a time and in a manner that does not disrupt school sessions or other functions at the buildings and facilities.

Bell City Hall

Bell Community Center

Bell Computer Education Center

Bell High School (three sidewalks surrounding school)

Veteran's Park, including the area at the baseball bleachers and basketball court

Treder Park

Debs Park including soccer bleacher area

Camp Little Bear

Skate Park

Daily Logs and Reports: Contractor shall keep daily logs of the square footage of sidewalks cleaned, location of the sidewalks, hours worked and any problems incurred in the cleaning of the sidewalks. A summary report will be submitted to the city within five (5) days of the end of the month.

LEGEND

-  MONDAY RESIDENTIAL (2:00 AM – 5:00 AM)
-  TUESDAY RESIDENTIAL (2:00 AM – 5:00 AM)
-  WEDNESDAY RESIDENTIAL (2:00 AM – 5:00 AM)
-  THURSDAY RESIDENTIAL (2:00 AM – 5:00 AM)
-  FRIDAY INDUSTRIAL (10:00 PM – 6:00 AM)
-  ARTERIALS (10:00 PM – 6:00 AM)
-  MONDAY – SATURDAY (6 DAYS PER WEEK)
-  CORONA AVE. ELEMENTARY (10:00 PM – 6:00 AM) MON., THUR., & SAT.

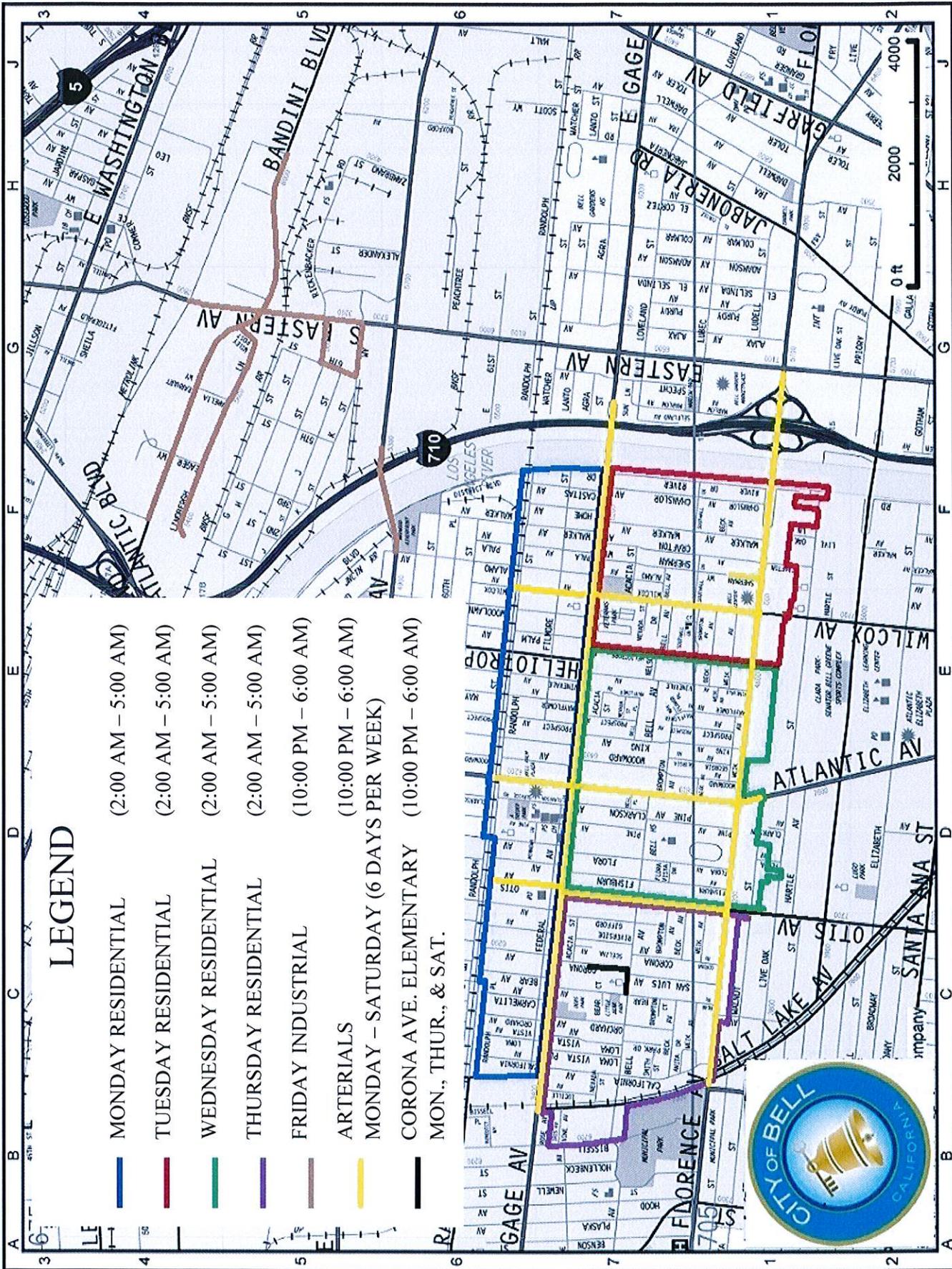


EXHIBIT A-1

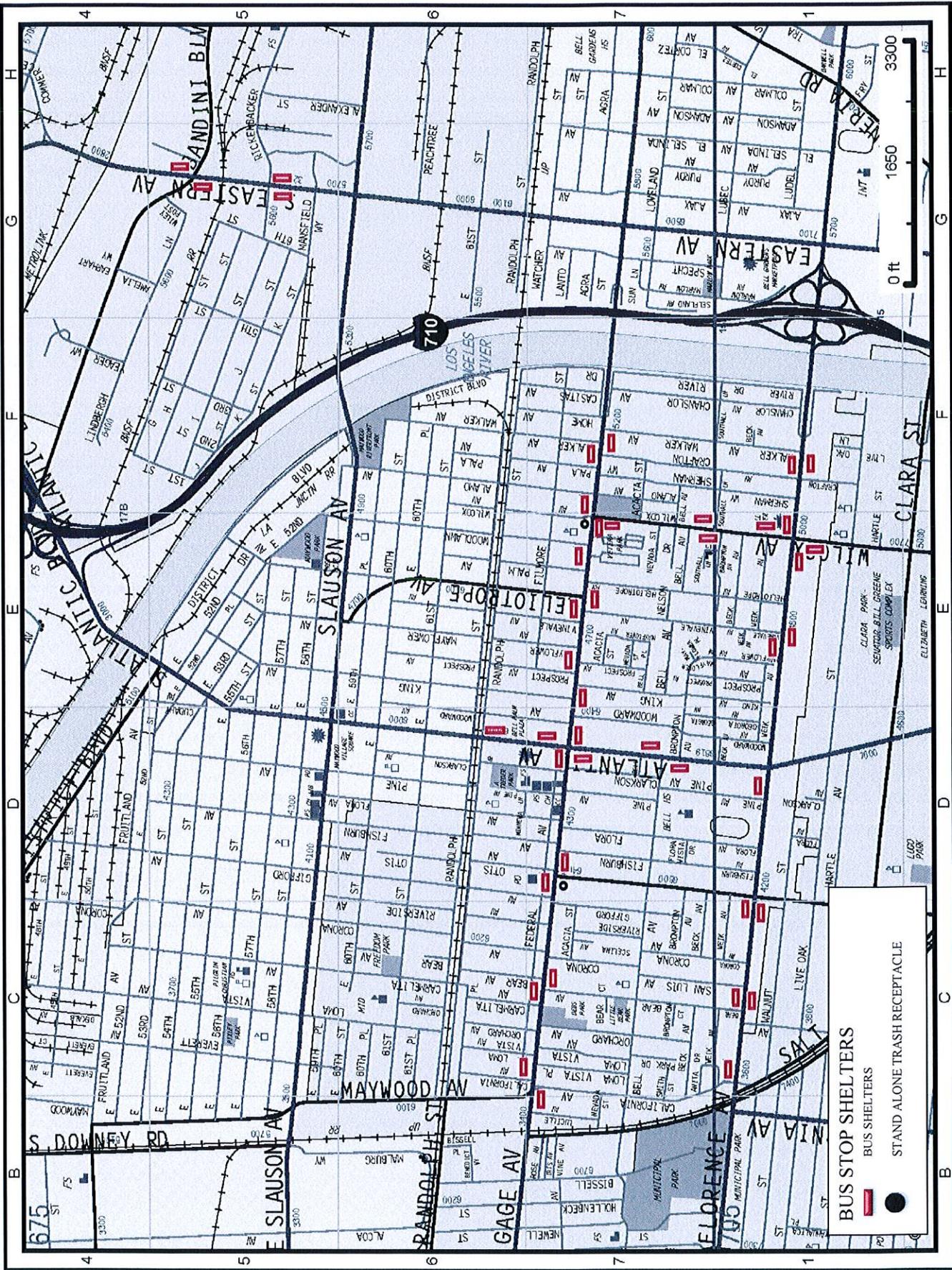
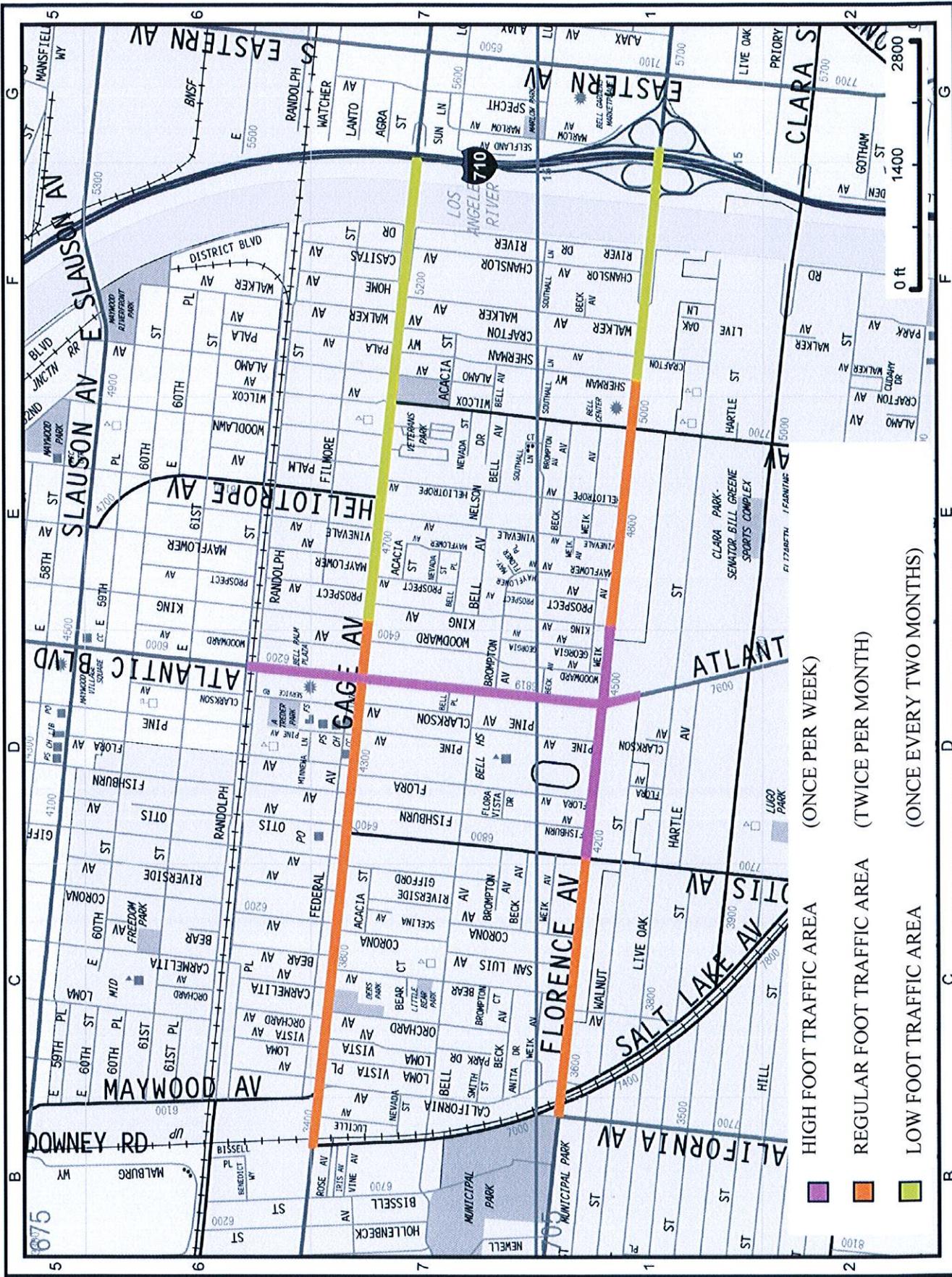


EXHIBIT A-2

Exhibit A-2.1, Bus Shelter List

1	3528 Gage Ave.	SW Corner	Single Shelter
2	3916 Gage Ave.	Southside	Single Shelter
3	4206 Gage Ave.	Southside	Double Shelter
4	4500 Gage Ave.	Southside	Double Shelter
5	4612 Gage Ave.	Southside	Single Shelter
6	4758 Gage Ave.	Southside	Single Shelter
7	4860 Gage Ave.	Southside	Single Shelter
8	5120 Gage Ave.	Southside	Double Shelter
9	5121 Gage Ave.	Northside	Double Shelter
10	5039 Gage Ave.	Northside	Single Shelter
11	4901 Gage Ave.	Northside	Single Shelter
12	4765 Gage Ave.	Northside	Single Shelter
13	4651 Gage Ave.	Northside	Single Shelter
14	4479 Gage Ave.	Northside	Single Shelter
15	4137 Gage Ave.	Northside	Double Shelter
16	3821 Gage Ave.	Northside	Single Shelter
17	3559 Gage Ave.	Northside	Double Shelter
18	3800 Florence Ave.	Southside	Single Shelter
19	4136 Florence Ave.	Southside	Double Shelter
20	4800 Florence Ave.	Southside	Single Shelter
21	5130 Florence Ave.	Southside	Double Shelter
22	5151 Florence Ave.	Northside	Double Shelter
23	5001 Florence Ave.	SW Corner	Double Shelter
24	4741 Florence Ave.	Northside	Single Shelter
25	4401 Florence Ave.	Northside	Single Shelter
26	4143 Florence Ave.	Northside	Double Shelter
27	3801 Florence Ave.	Northside	Double Shelter
28	3631 Florence Ave.	Northside	Single Shelter
29	6401 Atlantic Ave.	SW Corner	Single Shelter
30	6907 Atlantic Ave.	Westside	Single Shelter
31	6720 Atlantic Ave.	Eastside	Single Shelter
32	6340 Atlantic Ave.	NE Corner	Single Shelter
33	6200 Atlantic Ave.	SE Corner	Single Shelter
34	6411 Wilcox Ave.	Westside	Single Shelter
35	6901 Wilcox Ave.	Westside	Single Shelter
36	7219 Wilcox Ave.	Westside	Single Shelter
37	6830 Wilcox Ave.	Eastside	Single Shelter
38	7108 Wilcox Ave.	NE Corner	Double Shelter
39	4900 Eastern Ave.	SE Corner	Single Shelter
40	4710 Eastern Ave.	NE Corner	Single Shelter
41	4801 Eastern Ave.	SW Corner	Single Shelter
42	4921 Eastern Ave.	SW Corner	Single Shelter
43	4968 Florence Ave.	SW Corner	Single Shelter
44	4959 Gage Ave.	NW Corner	Stand Alone Trash Can
45	4199 Gage Ave.	Southside	Stand Alone Trash Can



- HIGH FOOT TRAFFIC AREA (ONCE PER WEEK)
- REGULAR FOOT TRAFFIC AREA (TWICE PER MONTH)
- LOW FOOT TRAFFIC AREA (ONCE EVERY TWO MONTHS)

EXHIBIT A-3

**Exhibit “D-Revised” to
Agreement Schedule of
Performance**

Street Sweeping Schedule: Contractor shall sweep the streets of City of Bell according to the following schedule:

Residential Streets west of Atlantic Blvd. – Estimated 20.5 Curb Miles – Sweep once a week

Residential Streets east of Atlantic Blvd. – Estimated 25.6 Curb Miles – Sweep once a week

Commercial, Arterial Streets, and Streets Adjacent to Schools – Estimated 20.7 Curb Miles – Sweep six days a week

Heavy Debris Residential Streets (Otis Avenue within City Limits and Wilcox Avenue within City Limits) – Otis (1.44 curb miles) and Wilcox (1.48 curb miles) – sweep six times a week

Sidewalk Cleaning Schedule: Contractor shall clean the commercial sidewalks according to Exhibit A-Revised.

Other Public Facilities Cleaning Schedule: Contractor shall clean the other listed public facilities according to Exhibit A-Revised.

Bus Shelter Cleaning Schedule: Contractor will clean the Bus Shelters according to Exhibit A-Revised.