

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") 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 10th day of August, 2016. The City and Contractor shall individually be referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into an Agreement for Contract Services dated December 9, 2014 for emergency property restoration services for the Bell Community Center ("Agreement"), as amended by Amendment No. 1 dated February 11, 2015 (collectively, "Phase 2 Contract"). The Phase 2 Contract provided for a total compensation of \$262,447.37 ("Original Contract Sum").

B. Following execution of the Phase 2 Contract, a dispute arose between the Parties regarding the vinyl flooring installed by Contractor pursuant to the Phase 2 Contract ("Dispute").

C. To resolve the Dispute and release all claims pertaining thereto, the Parties entered into an agreement entitled "Settlement Agreement & Release of All Claims," effective as of the 10th day of August, 2016 ("Settlement and Release").

D. Under the Settlement and Release, the Parties agreed, among other things, to reduce the Original Contract Sum by thirty-five thousand dollars (\$35,000), from two hundred and sixty-two thousand, four hundred and forty-seven dollars and thirty-seven cents (\$262,447.37) to two hundred and twenty-seven thousand, four hundred and forty-seven dollars and thirty-seven cents (\$227,447.37), in order that the City use the \$35,000 to retain another contractor to replace the defective flooring that was the subject of the Dispute.

E. As of the effective date of this Amendment No. 2, the City conducted a bidding process receiving numerous bids and selected the lowest responsible bidder ("New Contractor"), for a bid of \$35,000 to replace the vinyl flooring described in these Recitals as the subject of the Dispute, which includes a performance bond guaranteeing the same, and will award a contract to New Contractor;

F. The Parties here negotiated the Settlement and Release with respect to the Dispute concerning the rights and obligations of the Parties;

G. City and Contractor now desire to execute Amendment No. 2 to the Phase 2 Contract to reflect the agreement of the Parties in the Settlement and Release to reduce the Original Contract Sum as set forth in these Recitals.

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TERMS

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

a. 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 and Twenty-Seven Thousand, Four Hundred and Forty-Seven Dollars and Thirty-Seven Cents (\$227,447.37)** unless additional compensation is approved pursuant to Section 1.10.”

b. Section V of Exhibit C of the Agreement is hereby amended as follows:

“The total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred and Twenty-Seven Thousand, Four Hundred and Forty-Seven Dollars and Thirty-Seven Cents (\$227,447.37)** unless additional compensation is approved pursuant to Section 1.10.”

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 Amendment Nos. 1 and 2 to the Agreement.

3. **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.

4. **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.

5. **Subject to Settlement and Release.** All the provisions of this Amendment are subject to the terms of the Settlement and Release and in the event of any conflict in the provisions of said agreements, the terms of the Settlement and Release shall prevail.

[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

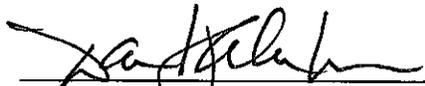

Alicia Romero, Mayor

ATTEST:


Angela Bustamante, Assistant City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


David Aleshire, City Attorney

CONTRACTOR:

BELFOR USA GROUP, INC., a Colorado Corporation dba BELFOR PROPERTY RESTORATION

By: 
Name: Mark Chesel
Title: PM

By: 
Name: Thomas Stucker
Title: General Manager

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 CONTRACTOR'S BUSINESS ENTITY.

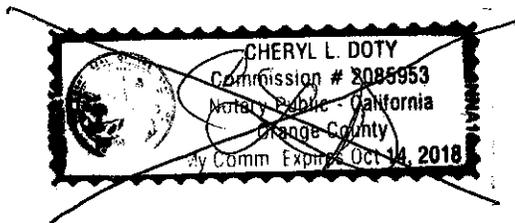
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On ~~August 15~~²⁰ 16, 2016, before me, Cheryl L Doty, a Notary Public, personally appeared MARK CHENELIA, 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.

Cheryl L Doty
Notary Signature



(Seal)

