

Attachment D

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Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13054

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 1 to the Standard Agreement with Accent Clean and Sweep, Inc. to continue to provide services associated with operated street sweeping services meeting the State-mandated National Pollution Discharge Elimination System (NPDES) Storm Water Permit (Request for Proposals No. 59000), in the amount of \$314,088 for a total amount not to exceed \$414,088, for a term to September 1, 2018; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to the Standard Agreement and future amendments to this Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 23rd day of February 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on February 23, 2016.

Dated: February 24, 2016
File ID: A 16-026

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCENT CLEAN AND SWEEP, INC.**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Accent Clean and Sweep, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on September 8, 2015 (hereinafter, "Agreement") to provide operated street sweeping services (hereinafter, "Services"); and

WHEREAS, County has a continued need for Services associated with general street sweeping, as directed by the County, and to meet the National Pollution Discharge Elimination System (NPDES) Phase II Roads/Streets Classification services for the term of the Agreement; and

WHEREAS, additional funding is necessary; and

WHEREAS, the Parties wish to amend the Agreement to increase the amount by \$314,088 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph 2.01 under Section 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$414,088.

2. Amend the first sentence of Paragraph B.1 under Section B, "Payment Provisions" of Exhibit A, Scope of Services/Payment Provisions to the Agreement, to read as follows:

County shall pay an amount not to exceed \$414,088 for street sweeping services for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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5. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: *Debra Wilson*
Contracts/Purchasing Officer

Date: 3/2/2014

**Approved as to Form and Legality
Office of the County Counsel**

By: *Clayton Sweeney*
Deputy County Counsel

Date: 10-21-15

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 10-22-15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Accent Clean and Sweep, Inc.
Contractor's Business Name

By: *[Signature]*
(Signature of Chair, President or Vice President)

Its: Michael Haughey, President
(Print Name and Title)

Date: 10/15/15

By: *[Signature]*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

Its: Opelia Chen, Asst. Secretary
(Print Name and Title)

Date: 10/15/15

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.