

**FIRST AMENDMENT TO MAINTENANCE AGREEMENT FOR  
FY 15/16 PESTICIDE APPLICATION FOR MANHOLES**

**GOLDEN BELL PRODUCTS, INC.**

THIS FIRST AMENDMENT TO MAINTENANCE AGREEMENT FOR FY 15/16 PESTICIDE APPLICATION FOR MANHOLES ("First Amendment"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and GOLDEN BELL PRODUCTS, INC., a California corporation ("Contractor"), with respect to the following facts:

**RECITALS**

WHEREAS, the City and Contractor entered into that certain Maintenance Agreement dated April 20, 2016, ("Agreement"); and

WHEREAS, the City has been satisfied with Contractor's performance under the original Agreement, and desires to have Consultant continue providing the treatment to sewer manholes referenced in that Agreement; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement through June 30, 2017, amend the scope, increase the compensation for the additional year by \$48,750.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. The term of the Agreement is hereby extended to June 30, 2017.
2. Paragraph 2 is hereby amended by adding an additional Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750) for extending the term to June 30, 2017.
3. All terms and conditions of the Agreement between the parties which are not inconsistent with the terms of this First Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, City and Contractor have caused this First Amendment to Maintenance Agreement for FY 15/16 Pesticide Application for Manholes, to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

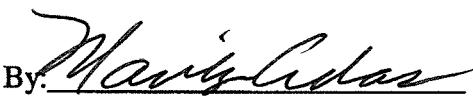
APPROVED AS TO FORM:

By:   
Deputy City Attorney

GOLDEN BELL PRODUCTS, INC., a California corporation

By: 

Merrill Adams - President/Owner  
[Printed Name and Title]

By: 

Marilyn Adams - Secretary/Treasurer  
[Printed Name and Title]

CERTIFIED AS TO FUNDS AVAILABILITY:

By:   
Finance Director

**EXHIBIT "A"**

## SCOPE OF WORK

Golden Bell Products to perform the following items:

- ◆ Apply INSECTA, an approved product for sewer roach control application in sanitary manholes.
- ◆ Treat to depth of eight (8) feet or less, with an approximate area of 100 square feet per manhole.
- ◆ Will prepare and treat according to manufacturer's specifications for preparation instructions.
- ◆ Apply coating based on the manufacturers recommended label rates, five (5) manholes per gallon, not to exceed three (3) pints per manhole.
- ◆ Remove existing sewer manhole covers, sweep and clean the inside of the cover area, spray Insecta, reseat the cover and mark the reinstalled cover with a painted white line extending from the manhole cover to the adjoining pavement, indicating that the cover has been reseated properly and firmly. Liability for damage caused by covers that have been reinstalled and marked is limited to 24 hours. Covers that are damaged or will not reseat properly will be immediately reported to the customer. Customer assumes all liability for damages caused by covers that fail to properly reseat.
- ◆ Mark each manhole cover with an identifying white dot after being treated.
- ◆ Provide proper supervision at the job site during all phases of work.
- ◆ Be responsible for coordinating the work to be done. Work will take place in accessible alleys, parking lots, and streets.
- ◆ Guarantee the application for Two (2) full years from the date of treatment. If more than 50 living roaches are found in a manhole during the warranty period, the manhole must then be retreated by Golden Bell Products at no additional charge or obligation to Customer. Golden Bell Products will retreat any manhole which inspections with photographs report live roaches within sixty (60) calendar days after notification; providing more than 50 live roaches are found inside the manhole during two inspections occurring two days apart.\*
- ◆ Will report number of manholes treated when submitting billing invoices. Golden Bell Products will indicate in writing on each quarter section map, the number of manholes treated, applicators name initials with the date of completion. This will serve as the record of application for the necessary Agencies and warranty information.
- ◆ Customer will supply quarter section maps indicating exact locations of manholes and cleanouts.
- ◆ Customer will make accessible all designated manholes to be coated. If not accessible Golden Bell Products will notify Customer.
- ◆ Customer will provide inspection and assistance where necessary.
- ◆ No more than 90 calendar days will elapse between date of notice to proceed and completion of the application. A reasonable time for potentially unfavorable weather will be mutually agreed upon by Customer and Golden Bell Products
- ◆ Requirements may be added or deleted from the above Scope of Work, however these must be agreed upon by both parties prior to the commencement of work.
- ◆ The cost of additional permits and/or licenses, other than those already required by the state, required within city limits to perform work within that city will be assumed by the Customer.

Golden Bell Products will supply all appropriate insurance coverage required by the state licensing agencies to apply roach control product to sewer manholes; if any additional insurance is required and available at additional costs those costs will be assumed by the Customer.

Special Note: Some assistance with traffic control in heavily traveled areas may be required.

*\*NOTE: The Insecticidal-latex coating is not a repellent and therefore, will not repel roaches. They must rest on it to eliminate them! Insecta is not a spot treatment product: for warranty to be in effect and for the best results all manholes must be treated in the same area of the sewer system!*

*Pricing per Manhole Application costs:*

**For less than 1000 Manholes is \$21.00 ea.**  
**For more than 1000 Manholes is \$19.50 ea.**  
**(This is a service – No Sales Tax)**  
**Pricing for 2500 manholes @ \$19.50 is \$48,750.00**

*\* There is a 150-manhole minimum for all jobs.*

**EXHIBIT "B"**

**B - Compensation**

**Golden Bell Products**

*Extension of Bid 7339 Pricing through 6/30/2017*

<i>Item</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Extended Price</i>
Insecta pesticide application to manholes	2,500	\$ 19.50	\$ 48,750.00

**Bid Total \$ 48,750.00**

## WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: 2/16/2016

**GOLDEN BELL PRODUCTS, INC.**

By: Murrell G Adams

Murrell G Adams President/owner  
Printed Name and Title

**CITY OF RIVERSIDE**  
**CONTRACTOR CUSTOMER SERVICE STANDARDS**  
**ACKNOWLEDGMENT**

Customer Service is important to the City of Riverside and has resulted in the adoption of our motto and mission statement:

**"People Serving People"**  
**The City of Riverside will provide high quality**  
**Municipal services in a responsive and cost-effective manner.**

The City and its Contractors shall at all times strive to represent the City in a professional, courteous, friendly, efficient, and cost-effective manner. The following customer service standards shall be enforced by

Contractors:

1. Abide by the City's mission statement and customer standards as noted herein.
2. Furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the director / designee, all work required under the contract.
3. Have competent working supervisors on the job at all times work is being performed who are capable of communicating and discussing effectively, both in written and oral English, matters pertaining to the contract.
4. Remove from the work site any employees deemed careless, incompetent, or who generate multiple customer service complaints.
5. Have supervisors carry identification which clearly indicates to the public the name of the Contractor responsible for the project.
6. Have Contractor's vehicles assigned to the project clearly identified.
7. As applicable, with department's approval, issue a notice in business and residential areas in advance of project commencement stating work project, general time frame, company name, telephone number, job site contact person, City contact person and telephone number.
8. Endeavor to maintain good public relations at all times. Conduct work in a proper and efficient manner to create the least possible inconvenience to the general public.

Bidder shall return a signed copy of this form to the Purchasing Department prior to bid opening.

Company Name: Golden Bell Products, Inc  
Authorized Representative (Please Print): Murrill G Adams  
Signature: Murrill G Adams Date: 7/11/2016