

AMENDMENT NO. 2
AGREEMENT FOR TEMPORARY WORKERS FOR RECYCLING FACILITY,
LANDFILL AND PUBLIC WORKS
(City of Glendale Solicitation No. RFP 15-17, Contract No. C-10230)

This Amendment No. 2 ("Amendment") to the Temporary Workers for Recycling Facility, Landfill and Public Works ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Staffing Specialists NV, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Staffing Specialists NV, LLC ("Contractor") previously entered into Agreement for temporary workers for Recycling Facility, Landfill and Public Works, Contract No. C-10230, dated August 28, 2015 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning August 28, 2015 through August 27, 2016 and provided the option to extend for an additional four (4) years in one year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from August 29, 2016 through August 28, 2017; and
- D. Another contractor, JG Staffing Arizona was providing temporary services for other tasks under a similar agreement. However, in March 2017, the City terminated its contract with JG Staffing. The City wishes to have Staffing Specialist perform these services now in addition to the work previously contracted for in the original Agreement.
- E.. City and Contractor therefore wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged and shall expire on August 28, 2017.
- 3. **Scope of Work.** The Scope of Work shall be amended to include work previously assigned to JG Staffing under a separate contract and shall include tasks performed consistent with the Job Descriptions identified in Exhibit A.

4. **Compensation.** Contractor's compensation for the Agreement, including those furnished by its Sub-contractors, is increased to incorporate the unused portion of the amount previously contracted with JG Staffing (\$3,491,315), minimum wage increases mandated by state law, and a contingency amount for optional services to be performed by the Job Descriptions as noted in Exhibit A. The total amount of compensation to be paid to Contractor under this Agreement for its entire term (initial term and any renewal term) shall not exceed \$5,886,980, as provided in Exhibit B.
5. **Insurance Certificate.** Current certificate will expire on August 22, 2017. A new certificate that demonstrates coverage for any renewal term must be provided to Materials Management and the Contract Administrator at least 30 days before any renewal term takes effect.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Staffing Specialists NV, LLC, an
Arizona limited liability company



By: Linda Masaryk

Its: Manager

10/18/16

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EXHIBIT A

SCOPE OF WORK

The Scope of Work shall be amended to include the following positions:

Item No.	Job Description	Old Unit Price Per Hour	New Unit Price Per Hour
4.1.1	Line Sorter	\$11.27	\$14.00
4.1.2	Line Leads	\$11.27	\$14.70
4.1.3	Forklift Operator	\$12.60	\$16.80
4.1.8	General Labor-Landfill (OPTIONAL)	\$11.27	\$14.00
4.1.10	Groundskeeper/Service Worker I –Public Works (OPTIONAL)	\$12.60	\$14.00

All other terms and conditions shall remain unchanged for the term of the agreement.

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EXHIBIT B

COMPENSATION

The Compensation shall be amended as follows:

Contractor's compensation for the agreement, including those furnished by its Sub-contractors will not exceed \$807,360 for FY17; \$1,610,700 for FY18; \$1,684,592 for FY19; and \$1,784,328 for FY20 or a maximum of \$5,886,980 if the City exercises all renewal options.

All other pricing shall remain unchanged.