AMENDMENT NO. 3

TO CONTRACT SERVICES AGREEMENT FOR
JANITORIAL SERVICES

This AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES, ("Amendment No. 3") by and between the CITY OF BELL ("City") and Golden Touch Cleaning, a California Corporation ("Contractor") is effective as of the 08th day of August, 2018.

RECITALS

A. The City and the Contractor, formerly known as Great Cleaning Services, Inc., entered into that certain Contract Services Agreement for Janitorial Services dated August 27, 2013, ("Agreement") whereby Contractor agreed to provide janitorial services for the City.

B. The term of the Agreement was three (3) years, with the possibility of two one-year periods, so long as there are funds appropriate for the janitorial services.

C. The total maximum compensation for the janitorial services during the initial three-year term of the Agreement was $246,636.

D. On August 24, 2016, the City and Contractor executed Amendment No. 1 to the Agreement whereby the City and Contractor agreed to extend the term of the Agreement for an additional year, ending on August 27, 2017, exercising the first of two extensions.

E. Amendment No. 1 also formally changed the Contractor’s name from “Great Cleaning Services, Inc.,” to “Golden Touch Cleaning, Inc.,” and increased the total maximum compensation for the janitorial services by $82,212, from $246,636 to $328,848.

F. Amendment No. 1 also included the following changes: (1) that a Day Porter would be added to perform janitorial services at the Police Facility, Community Center, and City Hall; (2) that the Bell Library and City Yard would be eliminated from the list of locations to be serviced by the Contractor; (3) to update the Contractor’s personnel providing the services and reporting requirements; and (4) to add a liquidated damages provision.

G. On August 27, 2017, the City and Contractor executed Amendment No. 2 to the Agreement, whereby the City and Contractor agreed to extend the term of the Agreement for an additional year, ending on August 27, 2018, exercising the second extension.

H. Amendment No. 2 increased the total maximum compensation for the janitorial services by $80,967.60, from $328,848 to $409,815.60.
I. Amendment No. 2 also included the following changes: (1) it removed the Technology Center from the list of locations being serviced by Contractor; and (2) required that Contractor perform services after the close of business hours at Camp Little Bear Park Community Center, Ernest Debs Park Office, Veterans Memorial Park Clubhouse, and Nueva Vista Public Restrooms.

J. By this Amendment No. 3, the City and Contractor now desire to extend the term of the Agreement by one additional year, ending on August 27, 2019.

K. To account for the extension on the term, the City and Contractor also desire to amend the Agreement to increase the maximum compensation due to Contractor by an additional $80,967.60, from $409,815.60 to $490,783.20.

L. By this Amendment No. 3, the City and Contractor also desire to: (1) add the City Yard and Technology Center to list of locations being served by Contractor; and (2) require that Contractor perform services at the City Yard and Technology Center after the close of business hours.

M. Services performed at the City Yard will be performed at a monthly rate of $180, and services performed at the Technology Center will be performed at a monthly rate of $160.

N. This Amendment No. 3 will also reduce the monthly rate of the services performed at the following locations: Veterans Memorial Park Clubhouse from $483.00 to $369.66, Camp Little Bear Park Community Center from $572.25 to $458.92, and Ernest Debs Park Office from $245.70 to $132.37. Services at the three locations will be performed only five times a week, on Mondays, Wednesdays, Fridays, Saturdays and Sundays.

O. Except as amended hereby, this extension is subject to the same terms and conditions as provided in the Agreement, Amendment No. 1 and Amendment No. 2.

TERMS

1. Contract Amendments. The Agreement is amended as provided herein.

   a. Section 2.1, "Contract Sum," is hereby amended and shall now read as follows:

   "2.1 Contract Sum.

   Subject to any limitations set forth in this Agreement, City agrees to pay the Contractor the amounts specified in the Schedule of Compensation attached
hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursements for actual expenses, shall not exceed Four Hundred Ninety Thousand, Seven Hundred Eighty-Three Dollars and Twenty Cents ($490,783.20) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.”

b. Section VII of Exhibit A, “Scope of Services,” shall be amended to read as follows:

“VII. Services will be performed at the following locations:

A. Police Facility
B. Community Center
C. City Hall
D. Nueva Vista Public Restrooms (Services shall be performed after the close of business hours identified in Section III of Exhibit “D” (Schedule of Performance).)
E. Veterans Memorial Park Clubhouse (Services shall be performed after the close of business hours identified in Section III of Exhibit “D” (Schedule of Performance).)
F. Camp Little Bear Park Community Center (Services shall be performed after the close of business hours identified in Section III of Exhibit “D” (Schedule of Performance).)
G. Ernest Debs Park Office (Services shall be performed after the close of business hours identified in Section III of Exhibit “D” (Schedule of Performance).)
H. Tredar Park Restrooms
I. The Bell House
J. Police Jail
K. City Yard (Services shall be performed after the close of business hours identified in Section III of Exhibit “D” (Schedule of Performance).)
L. Technology Center (Services shall be performed after the close of business hours identified in Section III of Exhibit “D” (Schedule of Performance).)

c. Section I of Exhibit C, “Schedule of Compensation,” shall be amended to read as follows:

“I. Effective August 27, 2018, Contractor shall perform all Services (except for on-call services) at the following locations at the following flat fee monthly rates:
### Tasks

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<tr>
<th>Task</th>
<th>Monthly Rate</th>
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<tbody>
<tr>
<td>A. Police Facility (except Jail)</td>
<td>$2,062.20</td>
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<tr>
<td>B. Community Center (3 Days Tues, Thur, Sun)</td>
<td>$1,030.05</td>
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<tr>
<td>C. City Hall</td>
<td>$1,135.05</td>
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<tr>
<td>D. Nueva Vista Public Restrooms</td>
<td>$157.50</td>
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<tr>
<td>E. Veterans Memorial Park Clubhouse (5 Days Mon, Wed, Fri, Sat, and Sun)</td>
<td>$369.66</td>
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<td>F. Camp Little Bear Park Community Center (5 Days Mon, Wed, Fri, Sat, and Sun)</td>
<td>$458.92</td>
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<tr>
<td>G. Ernest Debs Park Office (5 Days Mon, Wcd, Fri, Sat and Sun)</td>
<td>$132.37</td>
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<td>H. Treder Park Restrooms</td>
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<td>I. The Bell House</td>
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<td>J. Police Jail</td>
<td>$378.00</td>
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<td>K. City Yard</td>
<td>$180.00</td>
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<tr>
<td>L. Technology Center</td>
<td>$160.00</td>
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</table>

**MONTHLY TOTAL** $6,747.30

d. Section IV of Exhibit C, “Schedule of Compensation,” shall be amended to read as follows:

“IV. Unless Additional Services are approved pursuant to Section 1.10, the total compensation for the Services shall not exceed $490,783.20, as provided in Section 2.1 of this Agreement. The total annual compensation shall not exceed $80,967.60.”

e. Section I of Exhibit D, “Schedule of Performance,” shall be amended to read as follows:

“I. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for one (1) year until August 27, 2019.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment Nos 1, 2 and 3.
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 No. 3, 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 No. 3, 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 No. 3.

5. Authority. The persons executing this Amendment No. 3 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 Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 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 Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF BELL, a California municipal corporation

Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

City Attorney

CONTRACTOR:

GOLDEN TOUCH CLEANING, INC., a California corporation

By: Debi Tambellini
Name: Debi Tambellini
Title: President

By: Luis Mejia
Name: Luis Mejia
Title: General Manager
Address: 13681 Newport Ave., Suite 8, Tustin, CA 92780

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.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 2/12/18, 2018 before me, [Signature], personally appeared [Name], proved to me on the basis of satisfactory evidence to be the person(s) whose names(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:

R. LAGUNA
COMM. # 2034059
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
COMM EXPIRES DEC. 19, 2018

OPTIONAL

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

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 3/21/18, before me, R. Laguna, personally appeared Debra V. Tumalto, 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: 

R. LAGUNA
COMM. # 2004089
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
COMM. EXPIRES DEC. 19, 2018

OPTIONAL

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

01135.0001/4928092
CERTIFICATE OF LIABILITY INSURANCE

Policy Number: TNG0000031
Date Entered: 9/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Solutions Of America
7365 Carnelian Street 201
Rancho Cucamonga CA 91730

INSURED
Golden Touch Cleaning Service Inc.
13681 Newport Ave., STE 8
Tustin, CA 92780

CONTACT NAME:
Colleen Badawi
PHONE (FAC Etc.): (909) 727-8061
FAX (FAC Etc.): (909) 727-8760
EMAIL: coleen@isaagant.us

INSURER(S) AFFORDING COVERAGE
AEC Insurance Company

NAIC 
39217

COVERAGES

COVERAGE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERMS OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Bell, is named as Additional Insured as their Interest may appear in regards to general liability per written contract.

CERTIFICATE HOLDER

City of Bell
6330 Pine Avenue
Bell CA 90201

AUTHORIZED REPRESENTATIVE

Colleen Badawi

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**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
USA BUSINESS INSURANCE SERVICES  
1410 N. SAN FERNANDO BLVD SUITE 210  
BURBANK CA 91504

**INSURED**
GTC, GOLDEN TOUCH CLEANING SERVICES, INC.  
1426 S RITCHIE ST, B  
SANTA ANA CA 92780

**CONTACT**
<table>
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<th>NAME:</th>
<th>(888) 900-0205</th>
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<tr>
<td>PHONE</td>
<td>(866) 819-0151</td>
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<tr>
<td>FAX</td>
<td><a href="mailto:BUSINESSINSURANCEUSA@GMAIL.COM">BUSINESSINSURANCEUSA@GMAIL.COM</a></td>
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**ININSURER(S) AFFORDING COVERAGE**
- INSURER A: WESCO INSURANCE COMPANY  
  25011

**COVERAGE**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**CITY OF BELL**
6330 PINE AVENUE  
BELL, CA 90201.

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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