AMENDMENT NO. 1

TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES ("Amendment") by and between the CITY OF BELL ("City") and GREAT CLEANING SERVICES, INC., a California Corporation ("Contractor") is effective as of the 24th day of August, 2016.

RECITALS

A. City and Contractor entered into that certain Contract Services Agreement for Janitorial Services dated August 27, 2013 ("Agreement") whereby Contractor agreed to provide Janitorial Services as defined and described particularly in Article 1 of the Agreement ("Services").

B. On or about October 22, 2014, Contractor informed City that it was undergoing a change in ownership. Effective November 1, 2014, Contractor’s corporation name changed from Great Cleaning Services, Inc. to Golden Touch Cleaning, Inc. This change in the Contractor’s corporation name did not affect the terms of the Agreement.

C. Pursuant to Section I of Exhibit “D” of the Agreement, the term of the Agreement was for three (3) years and was scheduled to expire on August 27, 2016; however, the City has a sole option to extend the Agreement for a maximum of two one-year extensions so long as funds are appropriated for the Services under the Agreement.

D. The total compensation for the Services during the initial three year term of the Agreement was an amount not to exceed $246,636.

E. The Parties acknowledge that, as of the date of Amendment No. 1, the City has already paid Contractor $227,715.04.

F. By this Amendment No. 1, the City finds that there are funds appropriated for the Services under the Agreement and hereby desires to exercise its right under Section I of Exhibit “D” of the Agreement to extend the term of the Agreement for one additional year.

G. With Amendment No. 1, the total compensation for Services will increase by $82,212, from $246,636 to $328,848.

H. With the one year extension provided by Amendment No. 1, the Agreement will now expire on August 27, 2017, unless the City exercises its option to extend the Agreement one additional year thereafter.

I. Amendment No. 1 also provides for the addition of a Day Porter to perform services under the Agreement at the following locations: Police Facility, Community Center, and City Hall.

01135.0006/306178.10
J. Amendment No. 1 also eliminates the Bell Library and the City Yard from the list of locations identified in Section VII of Exhibit “A” of the Agreement.

K. Amendment No. 1 also updates the Contractor’s personnel providing the Services and reporting requirements by Contractor.

L. Amendment No. 1 also includes a liquidated damages provision.

M. The Parties now desire to amend the Agreement to reflect the terms provided herein.

**TERMS**

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

   a. The introductory paragraph is hereby amended to read as follows:

   “This AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ___27___ day of __August__, 2013 by and between the City of Bell, a charter city (“City”) and Golden Touch Cleaning, Inc., a California Corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.””

   b. **Section 2.1 (Contract Sum) is hereby amended to 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 reimbursement for actual expenses, shall not exceed Three Hundred Twenty Eight Thousand Eight Hundred Forty Eight Dollars ($328,848) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10. The Parties acknowledge that, as of the date of Amendment No. 1, the City has already paid Contractor $227,715.04.”

   c. **Section IV of Exhibit “A” (Scope of Services) is hereby amended to read as follows:**

   “IV. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

   A. Monthly schedules; Contractor must notify City of any schedule change in writing within twelve (12) hours of the change.
   B. Monthly report on estimated work for the upcoming month.
   C. Monthly reports of services provided and work completed.”
D. Written reports of any issue(s) encountered by Contractor at any of the facilities identified in Section VI of Exhibit “A” as amended herein, including but not limited to: clogged restrooms, leaking toilets, etc.; Contractor must notify City’s Recreation Supervisor and Contract Officer via email of said issue(s) within three (3) business days."

d. Section VI of Exhibit “A” (Scope of Services) is hereby amended to read as follows:

“VI. Personnel for providing Services:

A. Luis Mejia, General Manager
B. Antonio Gamboa, Working Night Supervisor
C. Mario Mercado, Janitor/Floor Carpet Care
D. Miguel Rodriguez, Window Cleaning
E. Rosa Hernandez, Lead Janitor
F. Gloria Hernandez, Lead Janitor
G. Ema Sandoval, Janitor
H. Juana Martinez, Day Porter
I. Juan Aguirre, Janitor”

e. Section VII of Exhibit “A” (Scope of Services) is hereby amended to read as follows:

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

A. Police Facility
B. Community Center
C. City Hall
D. Technology Center
E. Nueva Vista Public Restrooms
F. Veterans Memorial Park Clubhouse
G. Camp Little Bear Park Community Center
H. Ernest Debs Park Office
I. Treder Park Restrooms
J. The Bell House
K. Police Jail”

f. Section X is hereby added to Exhibit “A” (Scope of Services) and shall read as follows:

“X. Effective August 27, 2016, Contractor shall complete the following additional Services:

A. On the second and fourth Wednesday of each month, the Contractor’s General Manager shall conduct a walk through and inspection with the Day Porter of the Police Facility, Community Center, and City Hall; Following the walk through,
Contractor’s General Manager shall meet with the City’s Recreation Supervisor to discuss the Day Porter’s performance and any issues encountered at any of the facilities identified within this subsection, including but not limited to: clogged restrooms, leaking toilets, etc.”

g. In Exhibit “B” (Special Requirements), Section 7.7 is hereby amended to read as follows:

- Section 7.7, entitled “Liquidated Damages”, is hereby amended to read in its entirety as follows:

“7.7. Complaints; Liquidated Damages

(a) Complaints received by the City or through observation by the Contract Officer, regarding the Contractor’s performance will be transmitted to the Contractor’s office either by telephone, facsimile, or e-mail, and handled by the Contractor. Within twenty-four (24) hours of receiving notice of a complaint, the Contractor shall provide the Contract Officer with a follow-up response. A report of the Contractor’s investigation and the corrective action taken shall be made promptly by the Contractor to the Contract Officer. Repeat complaints may be handled by a joint visit to the site by the Contract Officer and the Contractor. Complaints received directly by the Contractor shall be submitted in writing to the City on the day such complaints are received. Contractor shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City within ten (10) days following the end of the month. Repeat complaints of poor service quality of similar nature shall be handled in the manner prescribed below. The foregoing requirements are provided to provide an alternative to Agreement termination for minor performance failures by Contractor. Nothing herein shall waive the right of the City to terminate the Agreement for repeated or material violations of the performance standards.

(b) An initial complaint shall be handled in accordance with the subsection (a) of this Section.

(c) When the Contract Officer determines that additional violations of a similar nature have occurred within any 180 calendar day period, a written complaint shall be filed with the Contractor by the City. The written complaint shall include a description of the complaint of the Contractor’s performance and the assessment of liquidated damages in the amount of $100 per incident, provided that after the fourth incident in any 180 day period the penalty shall go to $500 per incident.

h. Section I of Exhibit “C” (Schedule of Compensation) is hereby amended to read as follows:

“I. Contractor shall perform all Services (except for on-call services) at the following locations at the following flat fee monthly rates:"
Tasks

A. Police Facility (except Jail)  
B. Community Center (3 Days Tucs, Thur, Sun)  
C. City Hall  
D. The Bell House  
E. Treder Park Restrooms  
F. Technology Center  
G. Camp Little Bear Park Community Center  
H. Ernest Debs Park Office  
I. Veterans Memorial Park Clubhouse  
J. Nueva Vista Public Restrooms  
K. Police Jail

MONTHLY TOTAL  
$6,849

i. Section IV of Exhibit “C” (Schedule of Compensation) is hereby 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 $328,848 as provided in Section 2.1 of this Agreement. The Parties acknowledge that, as of the date of Amendment No. 1, the City has already paid Contractor $227,715.04.”

j. Section I of Exhibit “D” (Schedule of Performance) is hereby 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 from the date hereof. The City may, in its sole and absolute discretion, extend the Term for one year so long as there are funds appropriated for the Services under this Agreement.”

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 this Amendment to the Agreement.

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, 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, 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.

5. **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.

[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, Acting City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONTRACTOR:

GOLDEN TOUCH CLEANING, INC., a California corporation

By:

Name: Debi Tambellini
Title: President

By:

Name: Luis Mejia
Title: General Manager

Address: 13681 Newport Ave., Suite 8
Tustin, CA 92780

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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.
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 3/17, 2016 before me, R. Laguna, personally appeared Luis Miguel, 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:

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.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

☐ TITLE OR TYPE OF DOCUMENT
☐ NUMBER OF PAGES
☐ DATE OF DOCUMENT

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
MARCH 27TH, 2017

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: ____________________________

[Notary Seal]

NOAH GROMIS
Notary Public - California
Orange County
Commission #2178720
My Comm. Expires Dec 23, 2020

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.

<table>
<thead>
<tr>
<th>□</th>
<th>CAPACITY CLAIMED BY SIGNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>□</td>
<td>INDIVIDUAL</td>
</tr>
<tr>
<td>□</td>
<td>CORPORATE OFFICER</td>
</tr>
<tr>
<td>□</td>
<td>PARTNER(S)</td>
</tr>
<tr>
<td>□</td>
<td>LIMITED</td>
</tr>
<tr>
<td>□</td>
<td>GENERAL</td>
</tr>
<tr>
<td>□</td>
<td>ATTORNEY-IN-FACT</td>
</tr>
<tr>
<td>□</td>
<td>TRUSTEE(S)</td>
</tr>
<tr>
<td>□</td>
<td>GUARDIAN/CONSERVATOR</td>
</tr>
<tr>
<td>□</td>
<td>OTHER</td>
</tr>
</tbody>
</table>

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

DESCRIPTION OF ATTACHED DOCUMENT

10 CONTRACT SERVICES AGREEMENT FOR SANITORIAL SERVICES

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

01135.0006/306178.10