AMENDMENT NO. 2

TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES

This AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT FOR JANITORIAL SERVICES ("Amendment No. 2") by and between the CITY OF BELL, a charter city ("City") and GOLDEN TOUCH CLEANING, INC., a California Corporation ("Contractor") is effective as of the 27th day of August, 2017.

RECITALS

A. City and 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 as defined and described particularly in Article I of the Agreement ("Services").

B. 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 had 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.

C. The total compensation for the Services during the initial three year term of the Agreement was an amount not to exceed $246,636.00.

D. City and Contractor amended the Agreement for the first time ("Amendment No. 1"), effective August 24, 2016, to (1) formally change the Contractor's name from Great Cleaning Services, Inc. to Golden Touch Cleaning, Inc., (2) to extend the term of the Agreement for one year, and (3) to increase the total compensation for Services by $82,212.00, from $246,636.00 to $328,848.00.

E. By Amendment No. 1, City and Contractor agreed: (1) that a Day Porter would be added to perform 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 identified in Section VII of Exhibit "A" of the Agreement; (3) to update the Contractor's personnel providing the Services and reporting requirements by Contractor; and (4) to add a liquidated damages provision.

F. The City and Contractor now desire to extend the term of the Agreement, as amended, by one additional year as permitted by Section I of Exhibit "D" of the Agreement.

G. By this Amendment No. 2, the City finds that there are funds appropriated for the Services under the Agreement for one additional year.

H. With the one year extension provided by Amendment No. 2, the Agreement will now expire on August 27, 2018.

I. By this Amendment No. 2, the total compensation for Services due under the
Agreement, as amended, will increase by $80,967.60, from $328,848 to $409,815.60, which reflects a 5% increase in rates beginning August 27, 2017.

J. Amendment No. 2 also eliminates the Technology Center from the list of locations being serviced by Contractor.

K. Amendment No. 2 also requires that Contractor perform Services after the close of business hours at the following park locations: Camp Little Bear Park Community Center, Ernest Debs Park Office, Veterans Memorial Park Clubhouse, and Nueva Vista Public Restrooms.

L. 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. 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 Four Hundred Nine Thousand Eight Hundred Fifteen Dollars and Sixty Cents ($409,815.60) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10. The Parties acknowledge that, as of the date of Amendment No. 2, the City has already paid Contractor a total of $309,573.04 for Services performed under the Agreement and Amendment No. 1.”

   b. 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. 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. Treder Park Restrooms
I. The Bell House
J. Police Jail

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

“I. Effective August 27, 2017, Contractor shall perform all Services (except for on-call services) at the following locations at the following flat fee monthly rates:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Rate</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Police Facility (except Jail)</td>
<td>$2,062.20</td>
<td></td>
</tr>
<tr>
<td>B. Community Center (3 Days Tues, Thur, Sun)</td>
<td>$1,030.05</td>
<td></td>
</tr>
<tr>
<td>C. City Hall</td>
<td>$1,135.05</td>
<td></td>
</tr>
<tr>
<td>D. The Bell House</td>
<td>$337.05</td>
<td></td>
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<tr>
<td>E. Treder Park Restrooms</td>
<td>$346.50</td>
<td></td>
</tr>
<tr>
<td>F. Camp Little Bear Park Community Center</td>
<td>$572.25</td>
<td></td>
</tr>
<tr>
<td>G. Ernest Debs Park Office</td>
<td>$245.70</td>
<td></td>
</tr>
<tr>
<td>H. Veterans Memorial Park Clubhouse</td>
<td>$483.00</td>
<td></td>
</tr>
<tr>
<td>I. Nueva Vista Public Restrooms</td>
<td>$157.50</td>
<td></td>
</tr>
<tr>
<td>J. Police Jail</td>
<td>$378.00</td>
<td></td>
</tr>
</tbody>
</table>

MONTHLY TOTAL: $6,747.30”

d. 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 $409,815.60 as provided in Section 2.1 of this Agreement. The Parties acknowledge that, as of the date of Amendment No. 2, the City has already paid Contractor a total of $309,573.04 for Services performed under the Agreement and Amendment No. 1.”

e. Section I of Exhibit “D” (Schedule of Performance) is hereby amended to read as follows:
“1. 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, 2018.”

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

5. Authority. The persons executing this Amendment No. 2 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. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, and (iv) the entering into this Amendment No. 2 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. 2 on the date and year first-above written.

CITY:

CITY OF BELL

Fidencio Joel Gallardo, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshine, 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

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 Orange

On 9-18-17 before me, Ellen Stueber Notary Public

Date

personally appeared DEBI TAMBELLini

Name(s) of Signer(s)

who 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
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: CITY OF BECC AMENDMENT
Document Date: 9-18-17
Number of Pages: 85 Signer(s) Other Than Named Above: 

Capacity(ies) Claimed by Signer(s)
Signer's Name: DEBI TAMBELLini

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☑ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: SELF

Signer's Name:

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☑ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On [120], 2017 before me, [R. Laguna], personally appeared [Luis Mejia], 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: [Signature]

OPTIMAL

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

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<th>CAPACITY CLAIMED BY SIGNER</th>
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<td>□ SIGNER(S) OTHER THAN NAMED ABOVE</td>
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SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))

[Signature]