AGREEMENT NO. 19-101(1)

AMENDMENT NO. [1] TO
AGREEMENT NO. 19-101

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 19-101 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD,** a municipal corporation (referred to herein as "CITY"), and **RM INDUSTRIES** (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on the June 5, 2019, the CITY and CONTRACTOR entered into Agreement No. 19-101 in the amount of $46,013.52 for the supply of janitorial service at McMurtrey Aquatic Center; and

WHEREAS, the parties desire to amend Agreement No. 19-101 extending the term one year and to increase compensation by $48,315.00 to continue the supply of janitorial service at McMurtrey Aquatic Center.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 19-101 entitled "**COMPENSATION**" is hereby amended to read as follows:

2. COMPENSATION. Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED NINETY-FOUR THOUSAND THREE HUNDRED TWENTY-EDIGHT DOLLARS AND 52/100'S ($94,328.52)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

2. Section 12 of Agreement No. 19-101 entitled "**TERM**" is hereby amended to read as follows:

12. TERM. Unless terminated sooner, as set forth herein, CONTRACTOR shall provide services for an additional one (1) year term. The agreement shall be renewable for three consecutive one-year periods at the City's option and upon mutually agreeable terms.

3. Except as amended herein, all provisions of Agreement No. 19-101 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 19-101 to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By:_____
KAREN GOH
Mayor

"CONTRACTOR"

RM INDUSTRIES

By:_____
Print Name: Terry Rankin
Title: President

APPROVED AS TO CONTENT:
FINANCE DEPARTMENT

By:_____
TERA LOVELESS ORTIZ
Assistant Finance Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By:_____
JOSHUA H. RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By:_____

RANDY McKEEGAN
Finance Director

Insurance Approved by

Risk Management: _____