

AGREEMENT NO. 18-105(2)

**AMENDMENT NO. [2] TO
AGREEMENT NO. 18-105**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 18-105 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **COMMERCIAL CLEANING SYSTEMS INC.**, (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, on the June 25, 2018, the CITY and CONTRACTOR entered into Agreement No. 18-105 in the amount of \$69,580 for the annual contract for janitorial service for City Hall North; and

WHEREAS, on January 10, 2018, Council approved Amendment No. 1 extending the term one year, and increasing compensation by \$73,500; to allow for the supply of janitorial service at City Hall North; and

WHEREAS, the parties desire to amend Agreement No. 18-105 to extend the agreement term one year and increase compensation EIGHTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$83,500) to allow for the supply of janitorial service at City Hall North; and

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

1. Section 2 of Agreement No. 18-105 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 TWO HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$226,580)** 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 32 of Agreement No. 18-105 entitled "TERM" is hereby amended to read as follows:

32. TERM. Contractor shall provide services in strict accordance with the terms set forth herein for one (1) year from June 25, 2020, unless sooner terminated as set forth in this Agreement. The Agreement shall be renewable annually thereafter for two (2) consecutive one-year periods. Renewal options shall be exercised at the sole option and discretion of the City of Bakersfield.

3. Except as amended herein, all provisions of Agreement No. 18-105 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. 18-105 to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"CONTRACTOR"

COMMERCIAL CLEANING SYSTEMS INC.

By: _____
Print Name: Jaime Jacobo
Title: General Manager

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: _____