

**SECOND AMENDMENT TO THE AGREEMENT
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND GOLDEN TOUCH CLEANING INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Golden Touch Cleaning Inc., a California Corporation ("Contractor").

WHEREAS, on May 23, 2017, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, on July 18, 2017, the parties entered into the First Amendment to the Agreement ("First Amendment") between the City and Contractor to correct the name of the Contractor; and

WHEREAS, the Agreement is set to expire on May 31, 2020; and

WHEREAS, the parties desire to extend the Agreement and increase the compensation for the extended term.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **SCHEDULE FOR COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to May 31, 2022. Exhibit "B-1" is attached hereto and incorporated by reference. Contractor shall continue and complete all services described in Exhibit "A" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
2. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the monthly compensation, hourly rates, and the limit for the total compensation paid to Consultant by \$315,653 for a total compensation limit of \$742,819. Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A" of the Agreement.
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 19th day of May, 2020.

CITY OF REDONDO BEACH

GOLDEN TOUCH CLEANING INC.

William C. Brand, Mayor

By: 

Name: Michael Dawes

Title: President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to May 31, 2022 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C-1"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. AMOUNT

1. MONTHLY AMOUNT. Contractor shall be paid monthly for the regular services described in Section B of Exhibit "A" as follows.

Year	Monthly Amount
First Year	\$ 8,554.00
Second Year	\$ 9,409.00
Third Year	\$10,353.00
Fourth Year	\$10,509.00
Fifth Year	\$10,667.00

2. HOURLY RATE. Effective June 1, 2020, Contractor shall be paid following hourly rates for the additional services described in Section C of Exhibit "A".

Additional Service	Hourly Rate
High Pressure Washing	\$ 76.13
Parking Lot Sweeping	\$152.25
Back-Up Maintenance	\$ 19.29
24 Hour Emergency	\$ 19.29
Carpet Cleaning	\$ 31.47

3. NOT TO EXCEED AMOUNT. In no event shall Contractor's total compensation exceed \$427,166 during the term of this Agreement.

- B. **METHOD OF PAYMENT**. Contractor shall provide monthly invoices to City for approval and payment. Invoices must be based on the monthly fixed compensation, hours worked, applicable billing rate, and services performed in the prior month. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

- C. **SCHEDULE FOR PAYMENT**. City agrees to pay Contractor within thirty (30) days of City's receipt of monthly invoices; provided, however, that services are completed to the City's reasonable satisfaction.

- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor. Golden Touch Cleaning, Inc.
13681 Newport Avenue, Suite 8
Tustin, CA 92780-7815
Attention: Michael Dawes

City. City of Redondo Beach
Public Works Department
531 N Gertruda Ave, Redondo Beach, CA 90277
Attention: Rob Osborne

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.