

**SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. C-125846
BETWEEN THE CITY OF LOS ANGELES
AND
UNISERVE FACILITY SERVICES CORPORATION
FOR BUILDING CUSTODIAL AND CLEANING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 2 to Contract No. C-125846 (collectively the "Contract") between the City of Los Angeles, a municipal corporation ("CITY") acting by and through its Department of General Services ("GSD") and Uniserve Facility Services Corporation, a Corporation formed in the State of California, (hereinafter referred to as ("CONTRACTOR")), to provide building custodial and cleaning services. CITY and CONTRACTOR may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, on or about June 26, 2015, CITY and CONTRACTOR entered into Contract No. C-125846 ("Contract") whereby CONTRACTOR agreed to provide building custodial and cleaning services to CITY for a period of one year commencing from July 1, 2015 to and including June 30, 2016 with two (2) additional one (1) year renewal options exercisable by the City Contract Administrator upon completion of a performance evaluation; and

WHEREAS, the first one (1) year, term of Contract No. C-125846 expired on June 30, 2016, before the Parties executed the contract Amendment No. 1 to Contract No. C-125846; and

WHEREAS, the Parties mutually agreed that CONTRACTOR would continue to provide services under the Contract No C-125846 without interruption; and

WHEREAS, on August 2, 2016, CITY and CONTRACTOR executed an Amendment No. 1 to Contract No. C-125846 wherein CITY exercised the first of two contract renewal options, and CITY AND CONTRACTOR agreed to increase CONTRACTOR's pricing due to the CITY mandated Cost of Living Adjustment (COLA), to update the fees and pricing list with Exhibits B1.REV, B2.REV and B3.REV, to increase the total contract ceiling amount, and to add the CITY'S Standard Provisions For City Contracts (Rev. 03/09) as well as a ratification clause for services rendered prior to execution of Amendment No. 1; and

WHEREAS, on June 30, 2017 the second one (1) year term of Contract No. C125846 expired; and

WHEREAS, on July 31, 2017, CITY and CONTRACTOR executed a Supplemental Agreement to Contract No. C-125846 to retroactively exercise the second and final one (1) year renewal option under Contract No. C-125846 to continue CONTRACTOR's services to the City of Los Angeles through June 30, 2018, agreed to increase CONTRACTOR's pricing to the City of Los Angeles due to City's second mandated Living Wage, Cost of Living Adjustment (COLA), to update fees and pricing list, and increased the contract ceiling amount to \$2.04 million; and

WHEREAS, the Contract No. C-125846 as previously amended will expire on June 30, 2018, prior to the CITY awarding a new contract; and

WHEREAS, CITY has a continuing need for building custodial and cleaning services; and

WHEREAS, CITY and CONTRACTOR by this SUPPLEMENTAL AGREEMENT NO. 2 to Contract No. C-125846 agree to continue CONTRACTOR'S services on the same terms and

conditions as in Contract No. C-125846 except as modified herein effective from July 1, 2018 onward on a month to month basis, to replace Exhibit B the Fees and Pricing List with a new Exhibit B reflecting the increases due to the third CITY mandated COLA, to replace Exhibit C with the revised Standard Provisions For City Contracts (Rev. 10/17 [v.3]), as well as a ratification clause for services rendered prior to execution of the Amendment No. 3; and

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and agreements contained herein, the Parties to this SUPPLEMENTAL AGREEMENT NO. 2 hereby agree to amend the following provisions of Contract No. C-125846 as follows:

- 1) **Section 1. Term of Contract** is hereby amended in its entirety and shall now read as follows:

A) The term of this Contract shall be from July 1, 2018, on a month to month basis, onward subject to termination as provided in amended Section 9 of this Supplemental Agreement No. 2.

- 2) **Section 2. Activities to be Performed** is hereby amended in its entirety and shall now read as follows:

CONTRACTOR shall perform all of the services set forth in the Scope of Work, Exhibit A, to this Contract, a copy of which is attached hereto and incorporated herein by reference. It is hereby noted that should the CITY'S financial status change in the future that CONTRACTOR may be directed to provide increased or decreased service levels. The respective pricing sheets service levels are attached hereto and incorporated herein as Exhibits B1.Rev 7/1/18 and B2.Rev 7/1/18.

- 3) **Section 8. Incorporation of Standard Provision For City Contracts** is amended in its entirety and shall now read as follows:

Unless otherwise stated, all of the terms and conditions of the Standard Provisions for City Contracts (Rev. 10/17[v.3]) are attached hereto as (Exhibits C) and are incorporated hereby by reference as though fully set forth herein.

- 4) **Section 9. Termination** is hereby amended in its entirety and shall now read as follows:

CITY shall have the right to terminate this Contract and any amendments or supplemental agreements thereto as provided in PSC-9 of Exhibit C and as stated in this amended Section 9 of Contract No. C-125846. CITY, with thirty (30) days written notice, reserves the right to terminate this Contract for cause if an audit or performance review determines that living wage violations have occurred or for any other actionable conduct regardless of an audit determination of irregularities.

Section 10. Compensation to Contractor is hereby amended to add a new first paragraph which shall now read as follows:

The City's total obligation under this SUPPLEMENTAL AGREEMENT NO. 2 to Contract No. C-125846 shall not exceed \$1.63 million annually and the total Contract amount shall not exceed \$7.22 million, inclusive of any emergency services and City departments piggybacking onto this Contract." All other provisions of Section 10 of Contract No. C-125846 shall remain in full force and effect.

- 5) **Section 21. Ratification Clause** Contract No. C-125846 is hereby amended in its entirety and shall not read as follows:

At the request of the CITY, and because of the continuing need for uninterrupted building custodial and cleaning services CONTRACTOR may have begun performance of the services required hereunder prior to the execution of this SUPPLEMENTAL AGREEMENT NO. 2. By its execution hereof, CITY hereby accepts such services to the extent that said services were performed in accordance with the terms, covenants, and conditions of Contract No. C-125846 and this SUPPLEMENTAL AGREEMENT NO. 2 to Contract No. C-125846, and ratifies its agreement with CONTRATOR for such services.

- 6) All other terms and conditions of Contract No. C-125846 shall remain in full force and effect.

[THE SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, CITY and CONTRACTOR have caused this SUPPLEMENTAL AGREEMENT NO.2 to Contract No. C-125846 to be executed by their respective, duly authorized representatives.

CITY OF LOS ANGELES
A Municipal Corporation
Acting by and through its
Department of General Services

CONTRACTOR
Uniserve Facilities Services Corporation

By: _____
Tony M. Royster
General Manager

By: _____
Anthony Santana
Chief Operating Officer

Date: _____

Date: _____

Approved as to form:
MICHAEL N. FEUER, City Attorney

Attest:
HOLLY WOLCOTT, City Clerk

By: _____
Arletta Maria Brimsey
Deputy City Attorney IV

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate Number: **0000946073-001-6**

Internal Revenue Service ID Number: **95-3056328**

City Contract Number: **C-125846-1**

**SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT NO. C-125847
BETWEEN THE CITY OF LOS ANGELES
AND
DEDICATED BUILDING SERVICES, LLC.
FOR BUILDING CUSTODIAL AND CLEANING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 2 to Contract No. C-125847 between the City of Los Angeles, a municipal corporation ("CITY") acting by and through its Department of General Services ("GSD") and Dedicated Building Services, LLC, a limited liability company formed in the State of California, hereinafter referred to as ("CONTRACTOR"), to provide building custodial and cleaning services. CITY and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, on or about June 26, 2015, CITY and CONTRACTOR entered into Contract No. C-125847 ("Contract") whereby CONTRACTOR agreed to provide building custodial and cleaning services to CITY for a period of one year from July 1, 2015 to and including June 30, 2016 with two (2) additional one (1) year renewal options exercisable by the City Contract Administrator upon completion of a performance evaluation; and

WHEREAS, the first one (1) year term of Contract No. C-125847 expired on June 30, 2016, before the Parties executed the contract Amendment No. 1 to Contract No. C-125847; and

WHEREAS, the Parties mutually agreed the CONTRACTOR would continue to provide services under the Contract No. C-125847 without interruption; and

WHEREAS, on or about August 2, 2016, after the expiration of the first one year term of Contract No. C-125847, the Parties executed **AMENDMENT NO. 1 to Contract No. C-125847** wherein CITY exercised the first of two contract renewal options, CITY and CONTRACTOR agreed to increase CONTRACTOR'S pricing due to the CITY mandated Cost of Living Adjustment (COLA), to update the fees and pricing list with Exhibits B1.REV, B2.REV and B3.REV, to increase the total contract ceiling amount, and to add the Standard Provisions for City Contracts (Rev 3.09) as well as a ratification clause for services rendered prior to the execution of Amendment No. 1 to Contract No. C-125847; and,

WHEREAS, on May 16, 2017, CITY and CONTRACTOR executed **AMENDMENT NO. 2**, to Contract No. C-125847 to increase the contract ceiling amount to pay for emergency services, in addition to on-going and departmental piggyback service requests; and,

WHEREAS, on June 30, 2017 the second one (1) year term of Contract No. C-125847 expired; and

WHEREAS, on July 28, 2017, the CITY and CONTRACTOR executed a **SUPPLEMENTAL AGREEMENT** to Contract No. C-125847 wherein CITY exercised the second and final one (1) year renewal option under Contract No. C-125847 to continue CONTRACTOR'S services to the City through June 30, 2018, and increased the contract ceiling amount to \$5.83 million and included a ratification clause for services rendered prior to the execution of the **SUPPLEMENTAL AGREEMENT** to Contract No. C-125847; and,

WHEREAS, the CITY issued a second mandated Living Wage COLA increase requiring CONTRACTOR to amend the Fees and Pricing List and CONTRACTOR, and pursuant to PSC-3 of the Standard Provisions for City Contracts (Rev. 03/09), Exhibit C of Contract No. C-125847 CONTRACTOR is required to comply with all laws; and,

WHEREAS, Contract No. C-125847 as previously amended will expire on June 30, 2018, prior to the CITY awarding a new contract; and

WHEREAS, CITY has a continuing need for building and custodial and cleaning services; and

WHEREAS, CITY and CONTRACTOR by this **SUPPLEMENTAL AGREEMENT NO. 2** to Contract No. C-125847 agree to continue CONTRACTOR'S services on the same terms and conditions as in Contract No. C-125847 except as modified herein effective from July 1, 2018 onward on a month-to-month basis, to replace Exhibit B the Fees and Pricing List with a new Exhibit B reflecting the increases due to the third CITY mandated COLA, to replace Exhibit C with the revised Standard Provisions for City Contracts (Rev. 10/17 [v.3]), as well as to add a new ratification clause for any services rendered prior to the execution of this **SUPPLEMENTAL AGREEMENT NO. 2** to Contract No. C-125847; and,

NOW, THEREFORE, in consideration of the promises, and the mutual covenants and agreements contained herein, the Parties to this **SUPPLEMENTAL AGREEMENT NO. 2** to Contract No. C-125847 hereby agree to amend the following provisions of Contract No. C125847 as follows:

- 1) **Section 1. Term of Contract** is hereby amended in its entirety and shall now read as follows:

A) The term of this Contract shall be from July 1, 2018, on a month to month basis, onward subject to termination as provided in amended Section 9 of this **SUPPLEMENTAL AGREEMENT NO. 2** to Contract No. C-125847.

- 2) **Section 2. Activities to be Performed** is hereby amended in its entirety and shall now read as follows:

CONTRACTOR shall perform all of the services set forth in the Scope of Work, Exhibit A, to this Contract, a copy of which is attached hereto and incorporated herein by reference. It is hereby noted that should the CITY'S financial status change in the future that CONTRACTOR may be directed to provide increased or decreased service levels. The respective pricing sheets service levels are attached hereto and incorporated herein as Exhibits B1.Rev 7/1/18 and B2.Rev 7/1/18.

- 3) **Section 8. Incorporation of Standard Provision For City Contracts** is amended in its entirety and shall now read as follows:

Unless otherwise stated, all of the terms and conditions of the Standard Provisions for City Contracts (Rev. 10/17[v.3]) are attached hereto as (Exhibits C) and are incorporated hereby by reference as though fully set forth herein.

- 4) **Section 9. Termination** is hereby amended in its entirety and shall now read as follows:

CITY shall have the right to terminate this Contract and any amendments or supplemental agreements thereto as provided in PSC-9 of Exhibit C and as stated in this amended Section 9 of Contract No. C-125847. CITY, with thirty (30) days written notice, reserves the right to terminate this Contract for cause if an audit or performance review determines that living wage violations have occurred or for any other actionable conduct regardless of an audit determination of irregularities.

Section 10. Compensation to Contractor is hereby amended to add a new first paragraph which shall now read as follows:

The City's total obligation under this **SUPPLEMENTAL AGREEMENT NO. 2** to Contract No. C-125847 shall not exceed \$5.55 million annually and the total Contract amount shall not exceed \$20.8 million, inclusive of any emergency services and City departments piggybacking onto this Contract. All other provisions of Section 10 of Contract No. C-125846 shall remain in full force and effect.

- 5) **Section 21. Ratification Clause** Contract No. C-125847 is hereby amended in its entirety and shall now read as follows:

At the request of the CITY, and because of the continuing need for uninterrupted building custodial and cleaning services CONTRACTOR may have begun performance of the services required hereunder prior to the execution of this **SUPPLEMENTAL AGREEMENT NO. 2** to Contract No. C-125847. By its execution hereof, CITY hereby accepts such services to the extent that said services were performed in accordance with the terms, covenants, and conditions of Contract No. C-125847 and this **SUPPLEMENTAL AGREEMENT NO. 2** to Contract No. C-125847, and ratifies its agreement with CONTRACTOR for such services.

- 6) All other terms and conditions of Contract No. C-125847 shall remain in full force and effect.

[THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the CITY and CONTRACTOR have caused this **THIRD AMENDMENT** to Contract No. C-125847 to be executed by their respective, duly authorized representatives.

CITY OF LOS ANGELES
A Municipal Corporation
Acting by and through its
Department of General Services

CONTRACTOR
Dedicated Building Services, LLC.

By: _____
Tony M. Royster
General Manager

By: _____
Derek C. Smith
Manager
Dedicated Building Services, LLC

Date: _____

Date: _____

Approved as to form:
MICHAEL N. FEUER, City Attorney

Attest:
HOLLY WOLCOTT, City Clerk

By: _____
Arletta Maria Brimsey
Deputy City Attorney IV

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate Number: **0002685813**

City Contract Number: **C-125847**