

**AMENDMENT NUMBER TWO
TO MAINTENANCE SERVICES AGREEMENT
WITH
CLEANSTREET**

This Amendment Number Two ("Amendment") is made and entered into this 1st day of May, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CLEANSTREET, a California corporation ("Contractor").

WHEREAS, City and Contractor entered into an agreement on October 24, 2016 for Contractor to provide pressure washing and sweeping and debris removal services (the "Agreement"); and

WHEREAS, City and Contractor previously amended the Agreement to extend the term of the Agreement through October 23, 2018; and

WHEREAS, City and Contractor now desire to amend the Scope of Services to include the additional locations set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Contractor's maximum annual compensation accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services shall be amended to include the additional locations set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to reflect that Contractor's annual compensation shall not exceed Seventy-Three Thousand Two Hundred Thirty-One Dollars (\$73,231.00). Contractor shall be paid according to the fee schedule set forth in the Agreement and Exhibit A of this Amendment.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Thomas R. Patten
City Manager

Date: 5/31/18

CONTRACTOR

R. Anderson
Signature
Rick Anderson, Director of Business Development
Name and Title

Date: May 17, 2018

ATTEST:



Brenda Green
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

Date: 05/31/18

APPROVED AS TO INSURANCE:

[Signature]
Risk Management

Date: 5/29/18

APPROVED AS TO CONTENT:

[Signature]
Project Manager

Date: 5/30/2018

DEPARTMENTAL APPROVAL

Reja Sathuram
Public Services Director

Date: 5-30-18

APPROVED AS TO PURCHASING:

Colleen O'Neil
Interim Finance Director

Date: 5/30/18

**QUOTE SHEET
FOR
PARK AND PUBLIC FACILITY PRESSURE WASHING**

L. COMPENSATION: This is an all-inclusive, usage Contract between the City of Costa Mesa and Contractor for Pressure Washing of Park Restrooms and other facilities as described in the "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, shipping/freight, labor and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The City shall have no obligation to pay any sum in excess of the unit cost and Not-To-Exceed Contract Amount specified herein unless authorized by amendment in accordance with which may require approval by the City.

Provide cost of each Pressure Washing with estimated unit pricing in accordance with the City's current requirements, as set forth in the "Scope of Work". Bid pricing should be submitted on an "each" basis with an annual cost.

Location & Description of Work	Frequency	Billing Unit	Pressure Washing Cost Each	Annual Cost
Balearic Center, 1975 Balearic Dr.- Restroom	Monthly	EA	\$ 108.00	\$ 1296.00
Del Mesa Park, 2080 Manistee Dr. - Restroom & Building	Monthly	EA	108.00	1296.00
Estancia Park, 1900 Adams Ave.- Restroom & Building	Bi -Weekly	EA	62.00	1612.00
Fairview Park, 2501 Placentia Ave. - Restroom & Building	Bi -Weekly	EA	62.00	1612.00
Jack Hammett Sport Complex, 2750 Fairview Rd. -Restroom & Building	Bi -Weekly	EA	62.00	1612.00
Heller Park, 257 E. 16 th St. - Restroom & Building	Bi - Weekly	EA	62.00	1612.00
Lions Park, 570 W. 18 th St - Currently out of Service	N/A	EA		0
Lions Park, 570 W. 18 th St. (Davis Field) - Restroom & Building	Bi-Weekly	EA	62.00	1612.00

Shiffer Park, 3143 Bear St. - Restroom & Building	Bi- Weekly	EA	62.00	1612.00
Smallwood Park, 1656 Corsica Pl. - Restroom & Building	Monthly	EA	108.00	1296.00
Tewinkle Park #1, 885 Junipero (Angles Playground) - Restroom & Building	Bi- Weekly	EA	62.00	1612.00
Tewinkle Park #2, 970 Arlington Dr. (Presidio Sq.) - Restroom- Building	Bi- Weekly	EA	62.00	1612.00
Tewinkle Park, 900 Arlington Dr. (Skate Park) - Restroom & Building	Bi- Weekly	EA	62.00	1612.00
Tewinkle Park, 970 Arlington Dr. (Athletic Complex) - Restroom & Building	Bi- Weekly	EA	62.00	1612.00
Vista Park, 1200 Victoria St. - Restroom & Building	Bi- Weekly	EA	62.00	1612.00
Wakcham Park, 3400 Smalley St. - Restroom & Building	Bi- Weekly	EA	62.00	1612.00
Wilson Park, 3600 Wilson - Currently out of Service	N/A	EA		0
Total Bid Amount:			\$	23,232.00

Additional Work as Needed	Hourly
Buildings and Structures (Single Story, Bleachers, Play Equipment)	\$ 75.00
Flat Work or Other Surfaces	\$ 75.00

The Bidder agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.

Bidder is advised that the unit prices will enter into the determination of the contract award. Unreasonable prices may result in rejection of the entire bid. Unit prices listed below refer to all services requested and documentation include all costs connected with such items, including but not limited to, materials, labor, overhead, and profit for the Bidder.

The prices quoted by the Bidder shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.

All work shall be performed in accordance with the specifications.

Bidder acknowledges by signing below that bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

TO THE CITY OF COSTA MESA:

The Undersigned hereby offers and shall furnish the material, labor, special equipment and permits or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Bids which is incorporated by reference as if fully set forth herein.

All material is guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices, according to terms and conditions on the attached herein and made a part thereof. A Purchase Order will not be issued until the insurance certificate is approved by Risk Management. Bid may be withdrawn by Contractor if not accepted within 30 days.

For clarification of this offer, contact:

CleanStreet

Company Name

1937 W 169th Street

Address

Gardena CA 90247

City State Zip

Signature of Person Authorized to Sign

Rick Anderson

Printed Name

Director of Business Development

Title

Name: Rick Anderson

Title: Director of Business Development

Phone: (310) 740-1601

Fax: (310) 538-8015

E-mail: randerson@cleanstreet.com