

**AMENDMENT NO. 3 TO
CONTRACT SERVICES AGREEMENT
CITY OF MENIFEE CITY FACILITIES JANITORIAL SERVICES**

This is Amendment No. 3 ("Amendment No. 3") to that certain Contract Services Agreement ("Agreement") made on **September 13, 2023**, between the City of Menifee ("City") and **AZTEC JANITORIAL SERVICES** ("Contractor") for **CITY OF MENIFEE CITY FACILITIES JANITORIAL SERVICES**, as amended by that certain Amendment No. 1 to the Agreement entered into on **November 29, 2023** ("Amendment No. 1"), as amended by that certain Amendment No. 2 to the Agreement entered into on **June 25, 2024** ("Amendment No. 2"), which this Amendment No. 3 is made and entered into on _____, **2025** to extend the term of the Agreement, increase the compensation amount, and add to the scope of services as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings ascribed to them in the Agreement.
2. Section 1.2, "Term of Services" is amended to read as follows:

1.2 Term of Services. The term of this Agreement shall begin on the **July 1, 2023**, and shall end on **June 30, 2026**, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

3. **SECTION 2**, "Compensation" is amended to increase the maximum compensation by **Three Hundred Thirty One Thousand One Hundred Thirty Eight Dollars and Twenty One Cents (\$331,138.21)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Contractor a sum not to exceed **Eight Hundred Seventy Nine Thousand Nine Hundred Seventeen Dollars and Nineteen Cents (\$879,917.19)** notwithstanding any contrary indications that may be contained in Contractor's proposal or bid, for the Services to be performed and reimbursable costs incurred under this Agreement. This compensation may be administratively adjusted pursuant to Section 8.4 herein. In the event of a conflict between this Agreement and Exhibit B, regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified in this Section 2 shall be the only payments from City to Contractor for the Services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein.

4. Exhibit B, "Scope of Services," is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the "Scope of Services" is not intended to replace the original Exhibit B to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit B to the Agreement. The initial paragraph of the original Exhibit B, "Scope of Services", to the Agreement is amended to read as follows:

SCOPE OF SERVICES

Services shall include **CITY OF MENIFEE CITY FACILITIES JANITORIAL SERVICES**, including labor, materials, services and equipment is the total amount of all lump sum items and of all unit price sums, determined by multiplying the unit price for each item times the actual quantity of each such item, in the amount not to exceed **Eight Hundred Seventy Nine Thousand Nine Hundred Seventeen Dollars and Nineteen Cents (\$879,917.19)** as further detailed in the attached pages (if any). If the Services include Services pursuant to a request for proposals or bid, the Services shall include the work contemplated by the entire "Bid Package" or "Request for Proposals" for the Services, including all plans, addenda, documentation, and specifications attached thereto. A copy of the Bid Package and/or Request for Proposals, as applicable shall be retained with a copy of this Agreement. Contractor shall keep a copy of the same for at least three (3) years following termination of this Agreement.

The numerical reference for the Bid Package or Request for Proposals is: RFP 2022-10.

5. All other terms and conditions of the Agreement remain in full force and effect.
6. This Amendment No. 3 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

CITY OF MENIFEE

AZTEC JANITORIAL SERVICES

Armando G. Villa, City Manager

Genaro Garcia, President

Attest:

Marcy Grismer, Vice-President

Stephanie Roseen, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT A
SUPPLEMENT TO SCOPE OF SERVICES

CONTRACT HISTORY AND SUMMARY OF EXTENDED SERVICES

<u>Description</u>	<u>Amount</u>	<u>Reason</u>	<u>Date Approved</u>
Original	\$250,487.17	Original Contract	9/13/2023
Amendment No. 1	\$16,080.28	Adding Deep Cleaning Services for FY23/24	11/29/2023
Amendment No. 2	\$282,211.53	FY24/25 City Facilities Janitorial Services (July 1, 2023, through June 30, 2025) and adding CSD Locker Rooms Maint.	6/25/2024
Amendment No. 3	\$331,138.21	FY25/26 City Facilities Janitorial Services (July 1, 2025, through June 30, 2026) and Deep Cleaning Services	TBD
TOTAL	\$879,917.19		