

**SECOND AMENDMENT TO THE  
SERVICES CONTRACT AGREEMENT**

**BETWEEN THE CITY OF RIALTO  
AND  
ABM INDUSTRY GROUPS, LLC.**

**1. PARTIES AND DATE.**

This Second Amendment to the Services Contract Agreement ("Second Amendment") is made and entered into this *August 13, 2019* by and between the City of Rialto ("City") and *ABM Industry Groups, LLC, a California Corporation* ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Second Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Services Contract Agreement dated *February 28, 2017*("Agreement"), whereby Contractor agreed to provide *Janitorial* services to the City, with compensation for the first year in the amount of \$546,900.

2.2 Amendment. On August 28, 2018 the City and Contractor entered into the First Amendment to the Services Contract Agreement to exercise the first annual extension in the amount of \$450,000 for the service period of July 1, 2018 with termination on June 30, 2019.

2.3 Amendment. City and Contractor desire to amend the Services Contract Agreement for the second time to exercise the second annual extension.

**3. TERMS.**

3.1 Term. Section 3.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement shall extend the terms of the original agreement of March 1, 2017 and terminate on June 30, 2020, exercising the right to extend the contract for the second year of three (3) additional one (1) year terms unless earlier terminated as provided herein based on satisfactory performance. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Compensation. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Contract Sum. Subject to any limitations set forth in the Original Agreement, City agrees to pay Consultant the

amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "A" and incorporated herein by this reference. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered during any additional term(s) under this Agreement. The total compensation shall not exceed \$433,549 (*Four Hundred Thirty Three Thousand, Five Hundred Forty Nine Dollars and no Cents*) during the 2019/2020 fiscal year, without written approval of the City Council, for a cumulative contract compensation of \$1,430,449. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. "

3.3 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.5 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.6 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Contractor represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Contractor attests under penalty of perjury, personally and on behalf of Contractor, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.7 Corporate Authority. The persons executing this Second Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Second Amendment on behalf of said party, (iii) by so executing this Second Amendment, such party is formally bound to the provisions of this Second Amendment and (iv) the entering into this Second Amendment does not violate any provision of any other agreement to which said party is bound.

***[SIGNATURES ON FOLLOWING PAGE]***

**CITY OF RIALTO**

**ABM INDUSTRY GROUPS, LLC**

By: \_\_\_\_\_  
Deborah Robertson  
Mayor

By: \_\_\_\_\_  
Signature

*Attest:*

\_\_\_\_\_  
Arnold Klauber, Sr. Vice President  
West Region

By: \_\_\_\_\_  
Barbara McGee  
City Clerk

By: \_\_\_\_\_  
Signature

*Approved as to Form:*

\_\_\_\_\_  
Please Print Name/Title

**Two signatures are required if a corporation.**

By: \_\_\_\_\_  
Fred Galante  
City Attorney

**Exhibit 'A' – Schedule of Compensation**  
**2.9% CPI Increase Monthly Pricing Breakdown, with Added Sites.**

The annual contract amount of \$378,549 (12 months at \$31,545.67) plus \$20,000 for emergency or unforeseen additional work and \$35,000 for supplies for a total sum of \$433,549.

Building	Location/Address	Carpet %	Tile/Wood %	Restrooms	Kitchen	Total Square Footage	Approximate Number of People Using Facilities	Frequency of Service	Hours Per Week to Clean	Current Monthly Cost	2.9% CPI Increase
Civic "Center" Building (City Hall and Council Chambers)	150 South Palm Avenue	90	10	2	1	3,330	10 (Number varies and can be as high as 70 on some days)	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	4.57	\$379.40	\$390.40
Civic Center "North" Building (Development Services)	150 South Palm Avenue	80	20	2	1	3,880	40	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	5.32	\$460.71	\$474.07
Civic Center "South" Building (Finance, Treasurer and ITS)	150 South Palm Avenue	90	10	2	1	3,464	22	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	4.75	\$413.57	\$425.56
Civic Center West Annex (City Clerk Office)	290 West Rialto Avenue	70	30	4	1	2,698	20	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	3.70	\$329.33	\$338.88
Civic Center North Annex (Rialto Network)	150 South Palm Avenue	100	0	2	1 (Kitchen area is part of a larger room)	2,065	15	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	2.83	\$254.99	\$262.38
Human Resources / Maintenance & Operations	246 South Willow Avenue	50	50	4	1	9,445	45	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	12.95	\$1,091.51	\$1,123.16
Fire Administration and Fire Station #1	131 South Willow Avenue	65	35	4	2	5,658	25 (Number varies and can be as high as 55 on some days)	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	7.76	\$667.69	\$687.05
Fire Station #2* *Measurements provided for the Community Room only.	1700 North Riverside Avenue	60	40	1	0	865	15 Public Meeting Room Hold 25	1 Day per Week. Day to be Determined.	1.33	\$131.51	\$135.32
Fire Station #3	1550 North Ayala Avenue	69	31	4	1	4,576	15 Public Meeting Room Holds 75	1 Day per Week. Day to be Determined.	3.57	\$328.23	\$337.75
Fire Station #4	3288 North Alder Avenue	80	20	3	1	5,833	9 Public Meeting Room Holds 25	1 Day per Week. Day to be Determined.	4.55	\$413.68	\$425.68
Fleet Services Garage	245 & 247 South Willow Avenue	40	60	3	0	1,680	7	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	4.36	\$378.09	\$389.05
Jack Simonson Center (includes Recreation East Annex, Annex Module, Racquet & Fitness Center, and Tom Sawyer Pool)	1243 South Riverside Avenue	50	50	6	1	19,119	20 (An Estimated 500 Monthly Individuals Utilize Facilities)	7 Days per Week.	39.71	\$3,258.98	\$3,353.37
Metrolink Depot	261 South Palm Avenue	10	90	2	1	2,445	Average 40 a day	7 Days per Week. (Includes additional 7 days a week bench cleaning and 1x a week pressure washing 15,056 sq. ft. of platform area)	21.1	\$3,258.86	\$3,353.37
Metrolink Depot- Mid Day Service	261 South Palm Avenue							1 Additional Mid Day Cleaning of Restrooms outside of current scope. 7 Days a week.	16.5	\$1,366.12	\$1,405.74
Police Department	128 North Willow Avenue	50	50	6	1	16,000*	225	7 Days per Week. Holidays Included for all areas except Restricted Offices.	39.23	\$3,301.63	\$3,397.38
Police Annex	429 West Rialto Avenue	95	5	0	0	3,500* 1,800 for the 1st Floor and 1,700 for the 2nd Floor	2 Meeting Room Upstairs Holds 50	2 Days per Week. No Holidays.	3.51	\$322.96	\$332.33

Police Modular #1 (Personnel & Training, Crime Analysis)	128 North Willow Avenue	100	0	2	0	1440*	10	7 Days per Week. Holidays Included for all areas except Restricted Offices.	2.99	\$269.97	\$277.80
Police Modular #2 (SCAT and Detective)	128 North Willow Avenue	95	5	2	1	2700*	19	7 Days per Week. Holidays Included for all areas except Restricted Offices.	5.61	\$487.90	\$502.05
Police Modular #3 (Traffic, Parking and Animal Control)	128 North Willow Avenue	100	0	2	2	2,700	25	7 Days per Week. Holidays Included.	5.61	\$487.90	\$502.05
Public Works Administration and Engineering	335 West Rialto Avenue	85	15	4	2	8,000	75	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	10.97	\$927.72	\$954.62
Purchasing	249 South Willow Avenue	90	10	2	0	1,176	4	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	4.27	\$366.13	\$376.75
Recreation & Community Service	214 North Palm Avenue	50	50	9	2	33,320	400	7 Days per Week.	72.19	\$5,901.65	\$6,072.80
Senior Center	1411 South Riverside Avenue	20	80	4	2	17,201	400	7 Days per Week.	35.73	\$2,934.13	\$3,019.22
Childcare Site: <b>Hughbanks</b> Elementary School	2241 North Apple	70	30	2	1	790	30	5 Days per Week	5.14	\$433.79	\$446.37
Childcare Site: Preston Elementary School	1750 North Willow	63	37	3	1	682	30	5 Days per Week	5.12	\$431.82	\$444.34
IT Services	251 South Willow	80	20	2	0	5,910	15	4 Days per Week Mondays, Tuesdays, Wednesdays, Thursdays. No Holidays	8.10	\$690.82	\$710.85
Margaret Todd Skate Park	201 South Willow						N/A	2xs a Month Pressure Washing	NA	\$257.25	\$264.71
Easton & Riverside	Rialto Parking Lot next to In 'N Out & Strip Mall (No In 'N Out or Strip Mall Service, just Parking Lot adjacent to both places.							7 days a week	14	\$1,110.29	\$1,142.49
Total Monthly Cost for all Locations/Addresses										\$	31,545.67

\*\* Please note: Toilet tissue, hand towels, seat liners, hand soap, plastic trashcan liners, etc., are not included. ABM can order and supply all consumables and bill as a pass through cost, plus a 10% administrative Fee