



**AMENDMENT NO. 3 TO
EMPIRE MAINTENANCE SERVICES
AGREEMENT FOR JANITORIAL SERVICE**

This Amendment is entered into this 15TH day of July 2009, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Empire Maintenance Services**, (hereafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the parties entered into an Agreement for janitorial service on July 5, 2005; and

WHEREAS, the parties desire to amend the Agreement to allow CONTRACTOR to perform additional work not originally included in the scope of the agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The dollar value of the agreement shall be increased by \$23,720.00 from \$201,561.60 to \$225,261.80 to cover the cost of additional cleaning at the Library Parking Garage and a contingency of \$15,000.00 to cover incidental on-call services as needed by the City.
2. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:
CITY OF MILPITAS

APPROVED BY:
CONSULTANT

Thomas C. Williams, City Manager

Empire Maintenance representative

Approved As To Content:

(name) City Project Manager

Approved As To Form:

Michael J. Ogaz, City Attorney

Prepared By:

Christopher Schroeder, City Purchasing Agent



EMPIRE

Maintenance Services

MONTHLY BREAKDOWN

The monthly price of \$ 17,521.80 will include regular custodial maintenance services per or cleaning specifications.

<u>Services:</u>	<u>Frequency:</u>	<u>Monthly fee:</u>
City Hall 445 N. Milpitas Blvd.	5-days per week	\$ 8,880.00
Sport Center 1325 Calaveras Blvd.	7-days per week	\$ 6,919.80
Milpitas Library 160 N. Main Street	7-days per week	\$ 725.00
Fire Station 1 777 N. Main Street	5-days per week	\$ 590.00
Sub-Police Station 447 Great Mall Blvd.	5-days per week	\$ 407.00
	Total:	\$17,521.80

Additional Services:

Utility Crew services	\$ 37.50 per hour or bid
Handy man services (Minimum of two hours)	\$ 45.00 per hour or bid
Painting services	\$ 55.00 per hour or bid
Minimum charge for utility crew (2 hrs of service per person)	\$ 150.00



EMPIRE

Maintenance Services

SERVICE AGREEMENT

This agreement is entered the year July 1st 2009 through June 30th 2010, between **EMPIRE MAINTENANCE SERVICES (EMS)** and **CITY OF MILPITAS** (customer)

The parties hereby agree as follows

Empire Maintenance Services (EMS) Obligations

- I. EMS**, in consideration for custodial service agreement with **CITY OF MILPITAS** at **455 Calaveras Blvd., 1325 Calaveras Blvd., 777 N. Main St., 447 Great Mall Blvd. and 160 N. Main Street, Milpitas, CA 95035-5438**. **EMS** agrees to perform custodial services described in the cleaning specifications.
- II. EMS**, will furnish certificate of insurance for Worker's Compensation and liability insurance.
- III. EMS**, shall provide, at its expense, the cleaning supplies and equipment reasonably necessary for performing our custodial services in a thorough manner
- IV. Personnel** assigned by **EMS** to perform custodial services shall be employees of **EMS**.
- V. EMS** will pay all salaries and expenses related to employee such as federal tax, social security, federal and state unemployment taxes and any other withholding necessary.
- VI. EMS** shall indemnify customer against all suites or claims of third parties arising from **EMS's** negligent performance of custodial services
- VII. EMS**, at its own expense, shall repair any damage to premises or to the contents of the premises caused by **EMS** employees during the performance of our services
- VIII. EMS** is responsible for the direct management and supervision of its custodians.
- IX. EMS** will provide an Account Manager assigned to the building to interact with on-site management
- X. EMS** agrees that, upon written request of customer and within reasonable time thereafter, contractor shall remove from performance of custodial services any employee, who in the reasonable opinion of the customer, conducts himself or herself improperly or is not qualified to perform the assigned duties.



EMPIRE
Maintenance Services

CITY OF MILPITAS (Customer) Obligations

- I. Customer agrees to pay EMS a monthly fee of \$ 17,521.80 per month for providing custodial services five (5) day to 7 days per week, except holidays to: **CITY OF MILPITAS at 455 Calaveras Blvd., 1325 Calaveras Blvd., 777 N. Main St., 447 Great Mall Blvd. and 160 N. Main Street. Milpitas, CA 95035-5438**
- II. EMS's price is based on customer's present use and occupancy of the premises and the cleaning specifications. If a change or additional services are requested by customer, EMS price shall be increased or decreased to reflect such additional or lesser services requested.
- III. EMS can provide additional maintenance services if needed. These services may occur beyond the scope of work in our current proposal. These services will be billed separately as Special Request.
- IV. EMS will credit un-occupied space.
- V. Service Agreement price is valid for 12 months. Any future increases shall not exceed 5%.
- VI. EMS will bill **CITY OF MILPITAS** on the commencement of each month. Payment will be due on the last of day of the month. Late payments shall accrue interest at a rate of 12% per year.

Terms of Agreement

- I. This agreement shall be effective beginning _____, 2009 and shall remain in effect until terminated by either party by written 30-day notice of intention to terminate. This agreement may only be modified by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have respectively caused this agreement to be executed by their duly authorized offices as of the day and year above written.

Empire Maintenance Services,

CITY OF MILPITAS

By: _____
Salvador Ruiz

By: _____

Title: Operations Manager

Title: _____

Date: _____

Date: _____