



Frank Szeto, an Individual DBA
New Orient Restaurant
Amendment No. 1

**AMENDMENT NO. 1 TO THE AGREEMENT WITH
FRANK SZETO, AN INDIVIDUAL DBA NEW ORIENT RESTAURANT
FOR SENIOR NUTRITION SERVICES**

This Amendment is entered into this 4th day of December, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Frank Szeto, an individual Doing Business As New Orient Restaurant** (hereafter referred to as "CONTRACTOR").

RECITALS

- A. WHEREAS, the parties entered into an agreement entitled "Agreement for Senior Nutrition Services Between City of Milpitas and Frank Szeto, an Individual Doing Business as New Orient Restaurant" on July 1, 2013 ("Agreement"). The Agreement is to provide Senior Nutrition Meal Service to eligible seniors over sixty (60) years of age for a term of six (6) months and a total contract amount of Eighteen Thousand Seven Hundred and Forty-Four dollars (\$18,744.00); and
- B. WHEREAS, the parties now desire to amend the Agreement to extend the December 31, 2013 to February 28, 2014 in the amount of Six Thousand Five Hundred dollars (\$6,500.00);

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

1. SECTION 2 of the Agreement entitled "TERM OF AGREEMENT" is amended to read as follows:

"This AGREEMENT shall become effective retroactively on the Effective Date and automatically terminates on February 28, 2014 ("Term"), subject to the provisions of SECTION 11 of this AGREEMENT."

2. SECTION 4.A of the Agreement entitled "COMPENSATION" is amended to read as follows:

"The compensation to be paid to CONTRACTOR shall not exceed Four Dollars and Seventy-Three Cents (\$4.73) per meal and the total compensation shall not exceed Twenty-Five Thousand Two Hundred Forty-Four dollars (\$25,244.00) for the Term. The Rate and Schedule of Payment is set out in EXHIBIT C, entitled "COMPENSATION" which is attached hereto and incorporated herein."

3. Exhibit A, "SCOPE OF SERVICES" of the Agreement is amended and replaced in its entirety with the Revised Exhibit A attached hereto and incorporated herein.
4. Exhibit C, "COMPENSATION" of the Agreement is amended and replaced with the Revised Exhibit C attached hereto and incorporated herein.
5. CONTRACTOR agrees to continue to maintain and pay for all insurance policies as stated in "Exhibit D – Insurance Requirements General" throughout the term of the Agreement and shall provide the City with renewal certificate and endorsements of the insurance policy.
6. All other provisions of the amended Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

FRANK SZETO, AN INDIVIDUAL DBA
NEW ORIENT RESTAURANT

Thomas C. Williams, City Manager

Frank Szeto

Title

Approved As To Form:

Michael J. Ogaz, City Attorney

Approved As To Contract:

Stephanie, Douglas, Project Manager

REVISED
EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR agrees to perform the following services in accordance with the City of Milpitas' Senior Nutrition Program and County Agreement, as amended.

Site Name: Barbara Lee Senior Center
Address: 40 N. Milpitas Blvd.
Milpitas, CA 95035
Delivery Time: 11:30 am-12:00 pm
Delivery Days: Two days per week, decided upon by CITY
Number Meals: Total meals contracted is 5,182 for 64 days, specifically July 1-February 28, 2014
Cost per Meal: \$4.73 for meals in Fiscal Year 2013-14 (July 1, 2013 to June 30, 2014)

1. Holding time and between meal preparation and scheduled serving time shall not exceed two (2) hours.
2. Meals shall conform to the food and nutrition standards as require by County Agreement, as amended. Such meal shall be low in salt and fat contents. Use of MSG, artificial flavoring and color is not recommended. Each serving portion shall include:
 - No less than 3 ounces of meat or protein substitute
 - No less than 1 cup of vegetables
 - No less than ½ cup of rice or other carbohydrate
 - One fruit
3. Contractor shall provide a central kitchen for the production of meals pursuant to this Agreement, and shall deliver such meals to designated location as mutually agreed upon by both parties. Contractor shall provide equipment required for the provision of services, and all equipment to transport food shall be NSF (National Sanitation Foundation) approved. Food storage facilities shall maintain a temperature of 140 degrees Fahrenheit or more for hot food and 40 degrees Fahrenheit or less for cold food. Temperatures of meals shall be checked daily and recorded before leaving the kitchen.

REVISED
EXHIBIT C
COMPENSATION

Pursuant to this Agreement, the CITY agrees to compensate CONTRACTOR in accordance with the terms and conditions of this AGREEMENT. CITY shall make payment to CONTRACTOR no later than thirty (30) days upon receipt and approval of invoice by CITY for the delivery of meals to the Senior Nutrition Program.

1. Invoices should be submitted to CITY no later than Friday of the delivery week.
2. Per meal cost will not exceed \$4.73 per meal and total compensation will not exceed Twenty-Five Thousand Two Hundred Forty-Four dollars (\$25,244.00) for the 8-month Term.
3. Payment will be made payable to:

Frank Szeto, d/ba/a New Orient Restaurant, 2105 Middlefield Way, Suite C, Mountain View, CA 94043.

There shall be no reimbursable expenses under this Agreement.