

AMENDMENT NO. 2

CITY OF CHICO - CONTRACTUAL SERVICES AGREEMENT

AGREEMENT DATED FEBRUARY 1, 2019

BETWEEN CITY OF CHICO

AND

TRI COUNTY BUILDING MAINTENANCE

Contractor

CUSTODIAL SERVICES FOR VARIOUS CITY-OWNED BUILDINGS

Project Title

002-682-5330, 212-659-5440, 853-000-5440, 850-670-5440, 856-691-5440, 929-630-5440 &
930-640-5440

Budget Account Number

THIS CONTRACTUAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on February 1, 2021, by and between the City of Chico, a municipal corporation under the laws of the State of California, (City), and Tri County Building Maintenance, a California corporation, (Contractor). On February 1, 2019, City and Contractor entered into "City of Chico - Contractual Services Agreement", (Agreement). On February 1, 2020, City and Consultant entered into Amendment No. 1 to the Agreement. The provisions of the Agreement are hereby amended as follows:

1. Subsection 9.14, entitled "Term; Termination," is hereby amended as follows:

The term of this Agreement shall be for a period of three (3) additional years from February 1, 2021 to January 31, 2024.

Contractor may annually request City to adjust the compensation rate. Contractor's request for such an adjustment shall be filed with City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require City to make any adjustment therefor in response to Contractor's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price

Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Contractor's documented costs exceed 7.5 percent.

Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Contractor. In this latter event, Contractor shall be entitled to compensation for all service rendered and services performed for City to the date of such termination.

2. All other provisions of the Agreement shall remain in full force and effect.

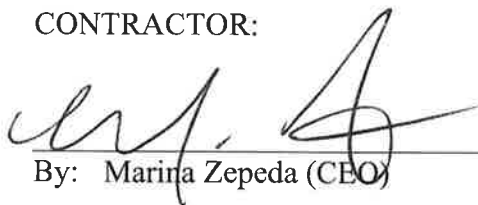
IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

CITY:



Mark Orme, City Manager*

CONTRACTOR:



By: Marina Zepeda (CEO)

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code

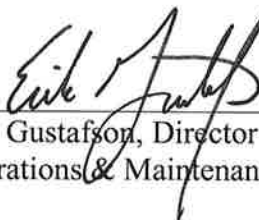
APPROVED AS TO FORM:



Andrew Jared, City Attorney*

*Pursuant to The Charter of the City of Chico, Section 906(D)

APPROVED AS TO CONTENT:



Erik Gustafson, Director of Public Works - Operations & Maintenance

REVIEWED AS TO CONTENT:



Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems