

**AMENDMENT NUMBER FIVE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
MERCHANTS BUILDING MAINTENANCE, LLC**

This Amendment Number Five ("Amendment") is made and entered into as of the 15th day of September, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MERCHANTS BUILDING MAINTENANCE, LLC, a California limited liability company ("Consultant").

WHEREAS, City and Consultant entered into an agreement on September 16, 2014 for Consultant to provide janitorial services for City buildings and the Costa Mesa Senior Center (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of sixty (60) months, with the option to extend the Agreement for three (3) additional one (1) year periods; and

WHEREAS, on February 3, 2016, City and Consultant added additional services and increased Consultant's compensation accordingly; and

WHEREAS, on September 15, 2019, City and Consultant extended the term through September 15, 2020 and increased Consultant's compensation; and

WHEREAS, on September 15, 2020, City and Consultant extended the term through September 15, 2021; and

WHEREAS, on November 30, 2020, City and Consultant increased Consultant's compensation by 1.2% based upon a Consumer Price Index increase of 1.2% as authorized by Section 2.1 of the Agreement; and

WHEREAS, City and Consultant now desire to extend the term through November 30, 2021, and to set forth Consultant's compensation for the extended period accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through November 30, 2021.
2. For the period commencing September 16, 2021 and ending November 30, 2021, Consultant's monthly compensation shall not exceed Thirty-Five Thousand Six Hundred Ninety-Eight Dollars and Twenty-Two Cents (\$35,698.22). Consultant shall be paid in accordance with the Amended Fee Schedule set forth in Amendment Number Four to the Agreement.
3. Notwithstanding the extension set forth herein, Consultant acknowledges and agrees that City may terminate the Agreement at any time, with or without cause, by providing written notice to Consultant in accordance with Section 4.2 of the Agreement.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

5. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

ASA *[Signature]*
 City Manager

Date: 10/11/21

CONSULTANT

[Signature]
 Signature

Date: 09/23/21

Elsa Vidaurny Quality Control Manager
 Name and Title

ATTEST:

Brenda Green 10/13/2021
 City Clerk



APPROVED AS TO FORM:

[Signature]
 City Attorney

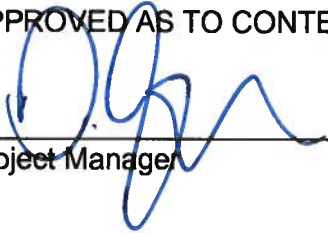
Date: 9/30/21

APPROVED AS TO INSURANCE:

[Signature]
 Risk Management

Date: 9/28/21

APPROVED AS TO CONTENT:


Project Manager


Date: 9/28/21

DEPARTMENTAL APPROVAL:


Public Services Director

Date: 9-28-21

APPROVED AS TO PURCHASING:


Finance Director

Date: September 27, 2021