

**FOURTH AMENDMENT  
TO GENERAL SERVICES AGREEMENT NUMBER F001438  
WITH ADS-MYERS, INC.**

This Fourth Amendment to Agreement number F001438, dated June 20, 2017 (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Santa Rosa, a municipal corporation (“City”), and ADS-Myers, Inc., a Nevada Corporation (“Contractor”).

**RECITALS**

- A. City and Contractor entered into the Agreement for Contractor to provide janitorial services for the City, as previously amended.
- B. City and Contractor now desire to amend the Agreement for the purpose of adding service to the Portland Loo outside City Hall Annex and increasing funds.

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. SCOPE OF SERVICES

Effective January 1, 2021, Exhibit A through A-3 to the Agreement are supplemented by Exhibit A-4 to this Amendment.

2. COMPENSATION

Effective January 1, 2021, Exhibit B through B-2 to the Agreement are supplemented by Exhibit B-3 attached to this Amendment. Section 4 of the Agreement is amended to add funds in the amount of \$28,343.46, increasing the compensation payable to Contractor under the Agreement to read as follows:

“The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$2,409,957.44, with a \$100,000 contingency. The Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers.”

3. BILLABLE RATES, PAYMENTS TO CONTRACTOR

Effective January 1, 2021, Section 5(a) to the Agreement is amended to read as follows:

“a. Billable Rates. Contractor shall be paid for the performance of services at rates, as set forth in Exhibit B, Exhibit B-1, Exhibit B-2 and Exhibit B-3.”

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

Executed as of the day and year first above stated.

**CONTRACTOR:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: ADS-Myers, Inc.

**TYPE OF BUSINESS ENTITY:**

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

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

Print Name: Tom Schwedhelm

Title: Mayor

*Signatures of Authorized Persons:*

**APPROVED AS TO FORM:**

By: Kary Myers \_\_\_\_\_

 \_\_\_\_\_

Print Name: Kary Myers

Office of the City Attorney

Title: CEO

**ATTEST:**

By: Jerome M. Steinbuck \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Print Name: Jerome M. Steinbuck

Title: CFO

City of Santa Rosa Business Tax Cert. No.

9997070203 \_\_\_\_\_

**Attachments:**

- Exhibit A-4 - Scope of Services
- Exhibit B-3 - Compensation

**EXHIBIT A-4  
SCOPE OF SERVICE**

<b>Location No.</b>	<b>Location Description</b>
<b>40</b>	<p><b>PORTLAND LOO</b> <b>Outside of City Hall Annex</b></p> <p><b><u>General Description:</u></b> Public Restroom</p> <p><b><u>Areas To Be Cleaned:</u></b> Clean one Public Restroom, three times per day, <b>seven (7)</b> days per week, Monday-Sunday.</p> <p><b><u>Cleaning Hours:</u></b> Morning cleaning, between 8:00am and 9:00pm Daytime cleaning, between 1:00pm and 2:00pm Evening cleaning, between 9:00pm and 5:00am</p> <p><b><u>Cleaning Requirements</u></b></p> <p><b><u>Restroom:</u></b> Remove trash,sweep, mop, clean, wipe, disinfect all surfaces. Empty trash and replace liners. Area shall be free of odors and stains. Replenish all supplies (soap, toilet paper, seat covers, paper towels). After mopping floors go over the floors with a dry mop to help dry the floors faster. Thoroughly sweep, and remove all debris. Make sure floors are mopped with fresh clean water. Sweep area outside the entrance to the restroom. Spray disinfectant throughout. Plunge/unclog toilet, or urinal as needed. Remove graffiti as needed.</p>

**EXHIBIT B – 3**

**CONTRACT COMPENSATION SCHEDULE  
JANITORIAL SERVICES**

Location #	Qty	Unit	Description	Monthly Cost	Total Amount
40	6	Mo	Portland Loo – Public Restroom Outside of City Hall Annex  January 1, 2021 – June 2021	\$1,504.43	\$9,026.58
			<b><u>FIVE YEAR TOTAL</u></b> July 2021 – June 2022	\$1,609.74	\$19,316.88
			<b><u>FOURTH AMENDMENT GRAND TOTAL</u></b>		<b>\$28,343.46</b>



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF SANTA ROSA, OFFICERS AGENTS  
EMPLOYEES, VOLUNTEERS  
635 FIRST STREET  
PURCHASING FINANCE DEPT  
SANTA ROSA, CA 95404

**Location(s) Of Covered Operations**

220 NEVADA RD  
MARKLEEVILLE CA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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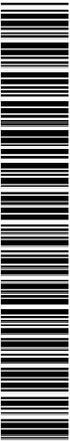
C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;  
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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# Original Approval message for ADS myers

Final Audit Report

2020-10-07

Created:	2020-10-07
By:	Charles Weinstein (CWeinstein@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANpLmRWEoTnJJeV_fFh8u0pw6V8-eh4G4

## "Original Approval message for ADS myers" History

-  Document created by Charles Weinstein (CWeinstein@srcity.org)  
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-  Document emailed to Reviewed FVS (fsims@srcity.org) for signature  
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-  Agreement completed.  
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

City of Santa Rosa, Purchasing Finance Department

635 First Street  
Santa Rosa CA 95404

**Job Description**

As required by contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	1/28/2020	Policy No.	SWC1269979	Endorsement No.	0
Insured	ADS-Myers Inc.			Premium \$	13,897
Insurance Company	Security National Insurance Company				

Countersigned by .....

# Fourth Amendment Draft (v03)

Final Audit Report

2020-12-03

Created:	2020-11-23
By:	Jennifer Myles (jmyles@srcity.org)
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-  Document emailed to Kary Myers (k.myers@adsmyers.com) for signature  
2020-11-23 - 9:57:11 PM GMT
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-  Document e-signed by Kary Myers (k.myers@adsmyers.com)  
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-  Document emailed to Jerome m. Steinbuck (myersenterprise1@aol.com) for signature  
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Signature Date: 2020-12-03 - 8:23:47 PM GMT - Time Source: server- IP address: 12.249.238.210

 Agreement completed.

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