

SECOND AMENDMENT TO JANITORIAL SERVICES CONTRACT
Contract Number: 1329.XDLX

This Second Amendment to Janitorial Services Contract is made and entered into as of January 1, 2018, by and between the City of Valdez, Alaska (“Owner”), and X-DLX Investments Inc., an Alaska corporation (“Contractor”).

1. RECITALS

a. Owner and Contractor, entered into a 2016 Janitorial Services Contract Number 1233.XDLX, dated as of December 1, 2015, as thereafter amended by a First Amendment dated as of January 1, 2017 (“Contract”) under the terms of which, among others, Contractor agreed to perform certain janitorial services for Owner, as more specifically set forth in the Contract.

b. Owner has exercised its option under the Contract to extend the term or the Contract for an additional period of one (1) year commencing January 1, 2018 and continuing through December 31, 2018.

c. Owner and Contractor have agreed to certain amendments to the Contract applicable to the Second Extended Term, as more specifically set forth below.

d. Based upon the foregoing, Owner and Contractor, hereby amend the Contract as follows.

2. AGREEMENT

2.1. Term. The term of the Contract shall be extended for an additional period of one (1) year commencing January 1, 2018 and continuing through December 31, 2018 (“Second Extended Term”).

2.2 Change to Frequencies, Standards and Specifications. The Harbormaster Building Downstairs Restrooms will be cleaned between 4:00 am and 5:00 am from May 1- May 31 and August 15- September 30 at a rate change of \$5.50/day. The Kelsey Dock, Ruth Pond and Dock Point Comfort Stations will be cleaned starting April 15, weather permitting. The daily rate for Kelsey Dock is \$45.70, for Ruth Pond is \$17.00 and Dock Point is \$22.80. These changes are reflected in the compensation amounts listed in item 2.3.

2.3 Compensation. As compensation for the janitorial services to be provided by Contractor to Owner during the Second Extended Term, Owner shall pay Contractor the total amount of one hundred thirty-nine thousand, seven hundred sixty-five dollars and twenty-five cents (\$139,765.25) at the following unit prices: (a) Animal Shelter-\$8,137.00; (b) Harbor Building-\$9,579.50; (c) B-Float Comfort Station-\$3,914.00; (d) Library-\$17,504.85; (e) Teen Center-\$22,654.85; (f) Airport Building and Capital Facilities Offices-\$43,048.85; (g) Seasonal Comfort Stations-\$15,692.20; (h) Goldfields Restroom-\$5,974.00; (i) Outhouses-\$5,356.00; and

(j) Nine (9) Owner offices at Airport Building-\$7,904.00. Such compensation shall be paid in the increments provided for in the Contract.

2.4 All terms of the Contract not amended or restated as hereinabove set forth, shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the City of Valdez has caused this Amendment to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the Contractor has signed and executed this Agreement as set forth below.

Attest:

City of Valdez, Alaska
Owner

Sheri L. Pierce, MMC, City Clerk

By _____
Ruth E. Knight, Mayor

Approved as to form:

X-DLX Investments Inc.
Contractor

Anthony S. Guerriero
Brena, Bell & Clarkson, P.C.
City Attorney

By _____
Barry N. Dees, President