

**AMENDMENT NO. 7 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
NMS MANAGEMENT, INC.
for
JANITORIAL SERVICES
AGREEMENT NO. 62-2016RH**

The parties to this Amendment No. 7 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and NMS MANAGEMENT, INC., a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Janitorial Services. The agreement is on file in the Office of the District Clerk as Document No. 69483 dated April 27, 2016, as amended by Amendment No. 1, Document No. 65234 dated July 6, 2016, as amended by Amendment No. 2, Document No.65827 dated November 29, 2016, as amended by Amendment No. 3, Document No. 66705 dated May 22, 2017, as amended by Amendment No. 4, Document No. 67417 dated October 23, 2017, as amended by Amendment No. 5, Document No.68592 dated June 26, 2018, as amended by Amendment No. 6, Document No. 70058 dated June 19, 2019. It is now proposed to increase the agreement amount from a total of \$3,218,600.00 to \$3,298,600.00, revise Attachment B, and revise Exhibit E.

The Parties Agree:

1. **Maximum Expenditure**, shall be increased by \$80,000.00 for Additional Services and **Section 3.a.** shall be revised as follows;

3.a. Maximum Expenditure. The expenditure for Scheduled Services under this Agreement shall not exceed \$1,881,782.52. Two Option years may be granted at the District's sole discretion. Option Year One shall not exceed \$575,606.69. Option Year Two, if granted, shall not exceed \$577,024.27. Additional Services under this Agreement shall not exceed **\$264,186.52**. The new maximum agreement amount shall not to exceed **\$3,298,600.00**. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and

expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

2. Attachment B, revise compensation **Total Amount Table** as follows;

Term	Total	AMD 1	AMD 2	AMD 3	AMD 4	AMD 5	AMD 6	AMD 7
1	\$478,476.06	\$512,458.85	\$516,570.95	\$537,748.73	\$537,748.73	\$537,748.73	\$537,748.73	\$537,748.73
2	\$520,831.62	\$520,831.62	\$524,216.82	\$524,216.82	\$767,869.94	\$767,869.94	\$767,869.94	\$767,869.94
3	\$466,444.16	\$466,444.16	\$469,897.14	\$469,897.14	\$469,897.14	\$576,163.85	\$576,163.85	\$576,163.85
Three Year Total	\$1,465,751.84	\$1,499,734.63	\$1,510,684.91	\$1,531,862.69	\$1,775,515.81	\$1,881,782.52	\$1,881,782.52	\$1,881,782.52
4 (Option Year 1)	\$466,444.16	\$466,444.16	\$469,897.14	\$469,897.14	\$469,897.14	\$576,993.09	\$575,606.69	\$575,606.69
5 (Option Year 2)	\$466,444.16	\$466,444.16	\$469,897.14	\$469,897.14	\$469,897.14	\$577,838.85	\$577,024.27	\$577,024.27
Additional Services	\$12k per term= \$60,000.00	\$12k per term= \$60,000.00	\$14k term 1 and \$16k term 2-5= \$78,000.00	\$111,983.19	\$181,983.19	\$181,985.54	\$184,186.52	\$264,186.52
Total	\$2,458,640.16	\$2,492,622.95	\$2,528,479.19	\$2,528,479.19	\$2,897,293.28	\$3,218,600.00	\$3,218,600.00	\$3,298,600.00

3. Exhibit E, Cleaning Frequencies and Time Schedule, **revise Section 9 of the table (last row) as follows;**

9	PUBLIC RESTROOMS & DRINKING FOUNTAINS (PRF)			
	Frequency	Type of Service	Dates of Service	Time Schedule
	Twice Daily	Public Restroom Cleaning	Sunday-Saturday	5:00 a.m. - 8:00 a.m. & 2:00 p.m. - 5:00 p.m.
	Tri Weekly	Public Restroom Cleaning	Monday, Wednesday, Friday	5:00 a.m. - 8:00 a.m. & 2:00 p.m. - 5:00 p.m.
	Weekly	Public Restroom Cleaning	Tuesday or Wednesday	5:00 a.m. - 8:00 a.m. & 2:00 p.m. - 5:00 p.m.
	Seasonal (May thru Sept.)	Public Restroom Cleaning	Sunday- Saturday	5:00 a.m. - 9:00 a.m. & 11:00 a.m. - 3:00 p.m. & 4:00 p.m. - 8:00 p.m.

4. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

NMS MANAGEMENT, INC.

Marco J. Cromartie
Director, General Services

David Guaderrama

David S. Guaderrama
President

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

Certificate Of Completion

Envelope Id: 647A665B29104DB1A0F27C14A6E97CD9	Status: Sent
Subject: Please DocuSign: Amendment No. 7 to Agreement No. 62-2016RH.doc	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Angela Charles
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3165 Pacific Highway
	San Diego, CA 92101
	acharles@portofsandiego.org
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Record Tracking

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10/21/2019 11:01:31 AM	acharles@portofsandiego.org	
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Signer Events

David Guaderrama
nmsmanagement@msn.com
Security Level: Email, Account Authentication
(None)

Signature

David Guaderrama

Signature Adoption: Pre-selected Style
Using IP Address: 184.183.160.123

Timestamp

Sent: 10/21/2019 11:28:55 AM
Viewed: 10/21/2019 11:49:06 AM
Signed: 10/21/2019 12:37:53 PM

Electronic Record and Signature Disclosure:
Accepted: 10/21/2019 11:49:06 AM
ID: 779e1b1f-b9a2-4364-a2a3-959725a5c445

Angela Charles
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(None)

Sent: 10/21/2019 12:37:58 PM

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Not Offered via DocuSign

Marcus J. Cromartie
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Security Level: Email, Account Authentication
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Accepted: 6/19/2019 9:08:46 AM
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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 11/5/2018 10:01:32 AM ID: 2ce25280-e9c3-4a4e-bdb7-699e901f800d		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Dayanna Ojeda dojeda@portofsandiego.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign DocuSign Core Notify Group DocuSign_Core_Notify@portofsandiego.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Dayanna Ojeda dojeda@portofsandiego.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/21/2019 12:37:56 PM Viewed: 10/21/2019 12:45:02 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/21/2019 12:37:58 PM
Payment Events	Status	Timestamps
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rsanagus@portofsandiego.org

To advise San Diego Unified Port District of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rsanagus@portofsandiego.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rsanagus@portofsandiego.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an e-mail to rsanagus@portofsandiego.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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