

ATTACHMENT A

AMENDMENT NO. ONE TO MAINTENANCE/REPAIR SERVICES AGREEMENT WITH QUALITY COMMERCIAL CLEANING INC. DBA SPECTRUM FACILITY MAINTENANCE FOR SIDEWALK STEAM PRESSURE WASHING SERVICES

THIS AMENDMENT NO. ONE TO MAINTENANCE/REPAIR SERVICES AGREEMENT ("Amendment No. One") is made and entered into as of this 26th day of August, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and QUALITY COMMERCIAL CLEANING INC., a California corporation, doing business as ("dba") SPECTRUM FACILITY MAINTENANCE ("Contractor"), whose address is 1326 Border Ave, Torrance California, 90501, and is made with reference to the following:

RECITALS

- A. On September 22, 2020, City and Contractor entered into a Maintenance/Repair Services Agreement (Contract No. C-8652-1) ("Agreement") to perform maintenance and/or repair services for City ("Project").
- B. The parties desire to enter into this Amendment No. One to reflect additional Services not included in the Agreement, to extend the term of the Agreement to September 30, 2026, to increase the total compensation, update the City's Project Manager information, and update the Contractor's Notices Section.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on the Effective Date, and shall terminate on September 30, 2026, unless terminated earlier as set forth herein."

2. SERVICES TO BE PERFORMED

As of the effective date of this Amendment No. One, Exhibit A to the Agreement shall be amended in its entirety and replaced to include the Scope of Services, attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). The City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. COMPENSATION TO CONTRACTOR

As of the effective date of this Amendment No. One, Exhibit B to the Agreement shall be amended in its entirety and replaced to include the Schedule of Billing Rates, attached hereto as Exhibit B and incorporated herein by reference.

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items shall not exceed **One Million Seven Hundred Eighty One Thousand Seven Hundred Three Dollars and 00/100 (\$1,781,703.00)**, without prior written amendment to the Agreement."

The total amended compensation reflects Contractor's additional compensation for additional Services to be performed in accordance with this Amendment No. One, including all reimbursable items and subcontract fees, in an amount not to exceed **Three Hundred Ten Thousand Dollars and 00/100 (\$310,000.00)**.

4. ADMINISTRATION

Section 6 of the Agreement shall be amended in its entirety and replaced with the following: "This Agreement will be administered by the Public Works Department. City's Public Works Director or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement."

5. NOTICES

Section 24.3 shall be amended in its entirety and replaced with the following:

"24.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Mario Costa
Quality Commercial Cleaning, Inc. dba Spectrum Facility Maintenance
1326 Border Ave
Torrance, CA 90501"

6. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. One to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 7/29/25

By: [Signature]
Aaron C. Harp
City Attorney

07.28.25
dma

ATTEST:

Date: _____

By: _____
Molly Perry
Interim City Clerk

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

**CONTRACTOR:
QUALITY COMMERCIAL CLEANING,
INC. DOING BUSINESS AS ("DBA")
SPECTRUM FACILITY MAINTENANCE,**

a California corporation
Date: _____

By: _____
Mario Costa
Chief Executive Officer/
Chief Financial Officer/
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

Description of Service Areas and Line Items

Contractor shall furnish all labor, tools, expendable equipment, materials, transportation services necessary for the sidewalk steam pressure washing services as described herein including, but not limited to, the following. City reserves the right to adjust recurring schedules and quantities as necessary, depending on condition and need.

Locations

1. **Balboa Village:** Provide the supervision, equipment, tools, labor, and materials, to pressure wash **174,797** square feet of Lithocrete sidewalks and designer roadway pavement in Balboa Village area identified on the enclosed map A. The Contractor shall develop and execute a schedule to perform sidewalk and roadway pressure washing tasks once per week from May through September, and once per month from October through April.
2. **Marine Ave:** Provide the supervision, equipment, tools, labor, and materials, to pressure wash **24,240** square feet of concrete sidewalks in the Marine Ave area identified on the enclosed map B. The Contractor shall develop and execute a schedule to perform sidewalk steam pressure washing tasks twice per month.
3. **McFadden Plaza:** Provide the supervision, equipment, tools, labor, and materials to steam clean **68,354** square feet of concrete sidewalks in the McFadden Square area and Ben Carlson statue identified on the enclosed map C. The Contractor shall develop and execute a schedule to perform the sidewalk steam pressure washing tasks twice per month, October-April and once a week Mid-May-September; McFadden Square Memorial (3,600 square feet) shall be cleaned twice a week.
4. **Balboa and Newport Piers:** Provide the supervision, equipment, tools, labor, and materials, to steam clean the concrete Balboa Pier **27,513** square feet and Newport Pier **31,460** square feet identified on the enclosed map on pages A and C. The Contractor shall develop and execute a schedule to perform concrete steam pressure washing tasks of the pier ends once per week from May through September, and once per month from October through April. The Contractor shall develop and execute a schedule to perform concrete steam pressure washing tasks of the piers twice per month from May through September, and once per month from October through April.

5. **Corona del Mar:** Provide the supervision, equipment, tools, labor, and materials to steam clean **40 trashcans, 4 benches, including sidewalk underneath and around cans and benches: 3309 E Coast Hwy, Westbound PCH/Poppy, 3536 E Coast Hwy, and 3500 E Coast Hwy, the clock tower at Marguerite and ECH (400SF), and the Civic Center parking structure outside stairs(630 SF)** in the Corona del Mar area identified on the enclosed map D. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks monthly.
6. **Seashore/PCH Plexi Glass:** Provide the supervision, equipment, tools, labor, and materials to steam clean and wipe down both sides of **3,399 LF** of Plexiglass, map E. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks, quarterly.
7. **Lido Island Bridge:** Provide the supervision, equipment, tools, labor, and materials to steam clean **3,195 Square Feet** including, one bench pad, trash can, interior, and top of bridge wall and railing, map F. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks quarterly.
8. **Balboa Island and Little Island boardwalk and bridges:** Provide the supervision, equipment, tools, labor, and materials to steam clean **139,155 Square Feet**, map E. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks quarterly.
9. **Civic Center parking structure:** Provide the supervision, equipment, tools, labor, and materials to steam clean **163,693 Square Feet**, which includes, stairs and ramps, map G. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks twice a year.
10. **15th St. and Bay:** Provide the supervision, equipment, tools, labor, and materials to steam clean **6,704 Square Feet**, which includes the colored concrete and lithocrete cross walk, map H. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks once a month.
11. **19th St/Bay Restrooms:** Provide the supervision, equipment, tools, labor, and materials to steam clean **810 Square Feet**, which includes in front and around the restrooms, map I. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks weekly.
12. **Various locations – Bird Clean up:** Provide the supervision, equipment, tools, labor, and materials to steam **four areas weekly (approx. 300 SF per location: 114 McFadden Pl., 215 15th St., 114 Agate Ave., 105 Main St.)** at misc. locations and ten additional locations as needed. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks weekly and as needed.

Additional Items

- Remove gum, spills, dirt, spots, blood, fish oil, graffiti, and dirt and grime from the contract areas identified in the enclosed maps at every cleaning, including all trash can receptacles, benches, picnic tables and wash basin sinks. In the case of hard to remove stains, the Contractor shall utilize an environmentally sensitive stain remover.
- Contractor will be required to utilize mechanical means to collect the wastewater generated during the performance of the steam pressure washing tasks described in the RFP. *In all areas, zero discharge of wastewater will be allowed. Contractor shall recycle the residual water for reuse and properly dispose of wastewater.*
- Contractor shall ensure that storm drain inlets are properly dammed with sandbags and/or filter fabric to prevent entry of water or debris into the storm drain system during performance of steam pressure washing tasks.
- Contractor shall clean contract area utilizing a hot water pressure washer (minimum of 2,500 PSI) with either a 20-degree or 30-degree spray tip set at a minimum of 180 degrees Fahrenheit. The pressure washing spray tip must remain at a minimum of 18" from the cleaning surface to reduce the potential for damages to the cleaning surface. The Contractor will be responsible for damages to sidewalks and roadway pavements resulting from excessive water pressure, heat and/or improper cleaning techniques.
- Contractor will be responsible for providing photos of all work completed at scheduled and call back locations weekly by email to be provided.

On-Call Services

Contractor may be called out for additional steam pressure washings or other related services on an on-call/as-needed basis.

Provide the supervision, equipment, tools, labor, and materials for special cleaning (2-hour minimum), travel time not included. Costs shall be calculated per the Contractor's rate sheet. When the need for service arises, the Contractor shall provide a written proposal, including:

- A detailed description of the services to be provided.
- The position of each person assigned to perform the services.
- The estimated number of hours and cost (including parts and material) to complete the services.
- The time needed to complete the specific project.

No services shall commence until the project manager has provided written acceptance

of the proposal. Once authorized, the Contractor shall diligently perform the repair services in compliance with the contract terms. Should the proposal terms vary, the agreement terms will supersede.

Response Requirements (For On-Call Portion)

- Call back within thirty (30) minutes after the initial request from the City for on-call services.
- Availability for same-day response, including after hours, weekends, and holidays.
- Contractor shall be available 24 hours a day, 7 days a week.
- Arrival within two (2) hours after initial call back.

Warranty

The Contractor's work shall carry a one (1) year workmanship warranty.

Working Hours

The contract working hours will vary based on location and time of year. During the summer months, the hours may need to be adjusted based on crowds. Generally, work will be confined to Monday- Friday, no earlier than 7:00 am, except for the Pier locations which have separate hours listed below.

- Newport/ Balboa Piers – Cleaning shall begin at 12:00 am, currently it takes six (6) hours to complete with two (2) power washing vehicles. Work may begin as early as 11:00 pm, assuming all visitors have left the area.
- Marine Ave – 5:00 am start to delineate the working area, power washing start is 7:00 am.
- Balboa Village – working hours 7:00 am – 11:00 am. After 11:00 am it is too crowded to work.

Prior to beginning work, contractor shall provide a monthly schedule with locations to be pressure washed.

Quality of Work and Materials

- The Contractor shall provide all labor and materials required for the successful completion of a project or work.
- The City may reimburse the Contractor for materials procured, analyzed case-by-case, and agreed upon in the Contractor's proposal before work commences. Markup for materials is limited to cost plus a maximum of 15%.
- Receipts are required for reimbursement for materials purchased for projects.
- The City reserves the right to specify the type of material and/or equipment purchased per project. All equipment and material purchases must be preapproved by the Project Manager or designee.

- The City reserves the right to purchase materials directly and provide them to the Contractor. In such cases, the following conditions apply:
 - The Contractor shall conform to all City practices and procedures.
 - All City purchases are for the sole expressed use of and for the City.
 - The Contractor shall secure, store, inventory, distribute, and control all materials entrusted to the Contractor's representatives.
 - All materials and inventories shall be made available to the City upon request. The Contractor will reduce the unit cost for each maintenance task by the City's actual cost for the materials provided and used.
- The Contractor shall maintain work areas with a well-manicured, clean appearance, and all work shall be performed in a professional manner using quality equipment.
- The Contractor shall be responsible for any damages to public and/or private property caused during the work.
- The Contractor shall recognize that during this Agreement, the City may have other contractors conducting other activities and/or operations in the immediate vicinity of requested work. Contractor shall make every effort to coordinate activities with existing operations. Other activities may include, but are not limited to, the following:
 - Landscape refurbishment
 - Modification or repair of existing facilities
 - Construction; and
 - Storm related operations
- All tools and materials shall always remain in Contractor's possession.
- All Contractor vehicles parked on site shall always be secure.
- Contractor shall ensure all precautions for safety are taken.
- Contractor shall obtain necessary building permits at no cost when required.
- As required, Contractor shall provide traffic control per the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) "Watch Manual."
- The Contractor is responsible for all underground service alerts prior to digging (DigAlert).

Safety Requirements

- All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and where applicable comply with all safety standards required by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance under this contract. All contractor employees shall always have access to a W.A.T.C.H. (Work Area

Traffic Control Handbook).

- Contractor's field personnel shall wear easily recognizable uniforms containing Contractor's name. Contractor shall be responsible for supplying all appropriate personal protective equipment including but not limited to safety vests, safety shoes and reflective vests.
- The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his/her operations, shall be immediately reported to the City.
- Warning signs, lights, and devices shall be installed and displayed in conformity with "The California Manual on Uniform Traffic Devices" for use in performance of work upon highways issued by the State of California, Department of Transportation.
- Contractor's employees shall be trained in health and safety per CALOSHA

Bidding and Payment

The unit cost bid prices for each item of work shown on the Proposal shall include full compensation for furnishing the labor, materials, tools, and equipment to perform the necessary work. The frequency of cleanings needed will vary per location.

Recurring services shall take place on a scheduled basis, unless otherwise modified or directed in advance by the City's project administrator or designee. For additional on-call services, the scope, work schedule, and fee for each task will be negotiated on a project-by-project or task basis and approved by City prior to execution of the work.

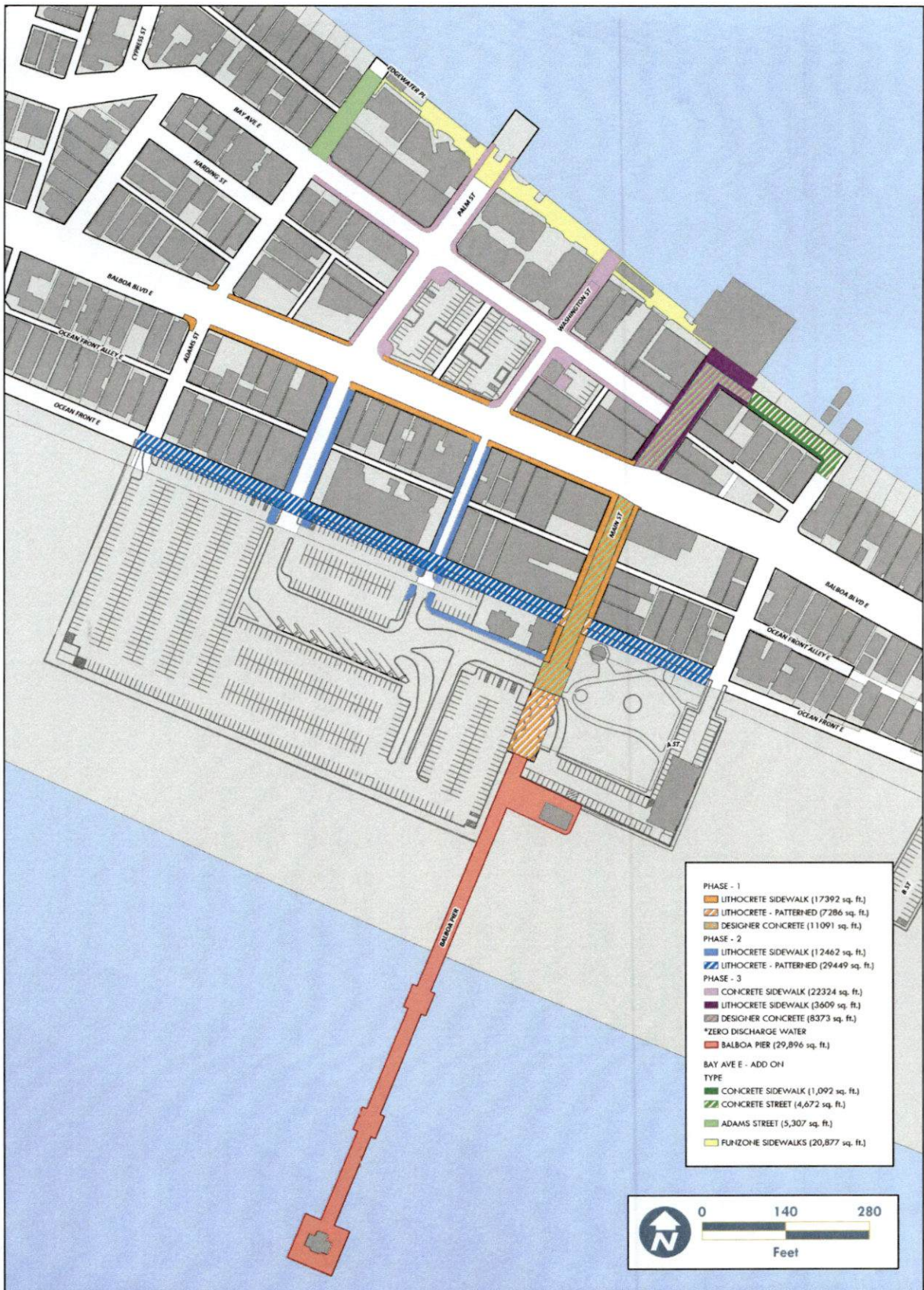
Invoicing

All invoices for on-call services must include:

- Brief description of the work performed
- Date the services were performed
- Number of hours spent on all work billed on an hourly basis
- Description of any reimbursable expenditures (materials, rental equipment, etc.)
- Contracted labor rate
- Shall include the name and the classification of the employee who performed the work
- Material percentage markup

Invoices shall be submitted monthly. Receipts will be required at the time of invoicing to substantiate percentage markup. All shall be charged at cost plus no more than a 15% markup.

Location Map Areas on the next pages



Sidewalk Maintenance

Balboa Village



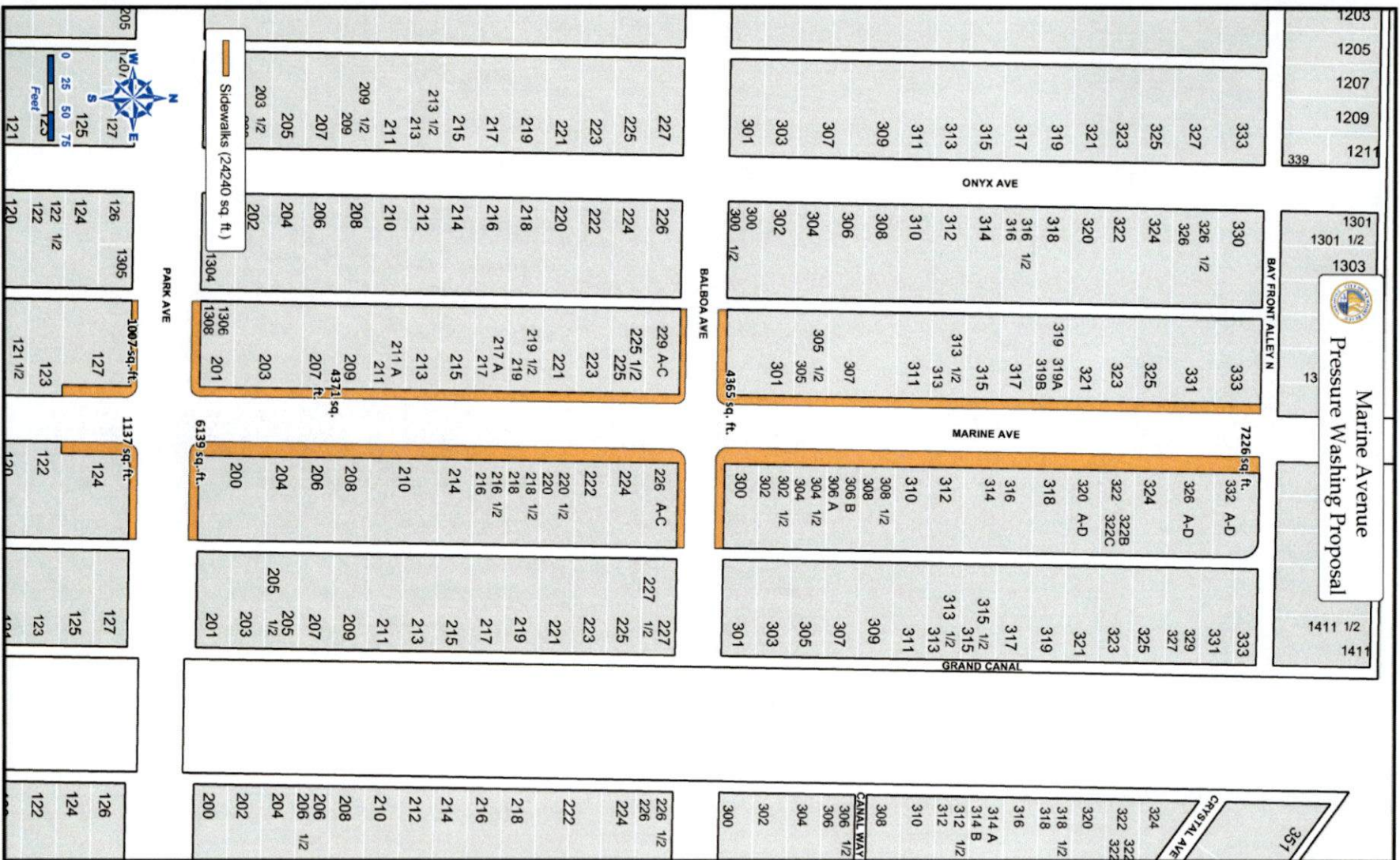
City of Newport Beach
GIS Division
February 13, 2025

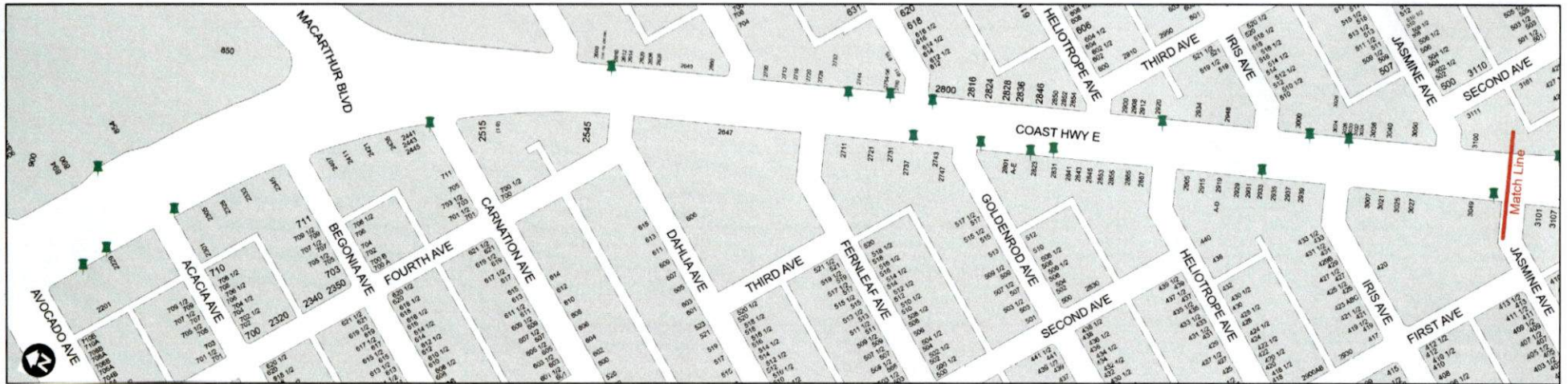
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BalboaVillage_Sidewalks.aprx





-  BENCH
-  TRASH

Corona del Mar Trash and Bench Locations

note: Mapped locations are approximate.



City of Newport Beach
GIS Division
February 12, 2025

CDM_StreetFurnitureLocations.aprx

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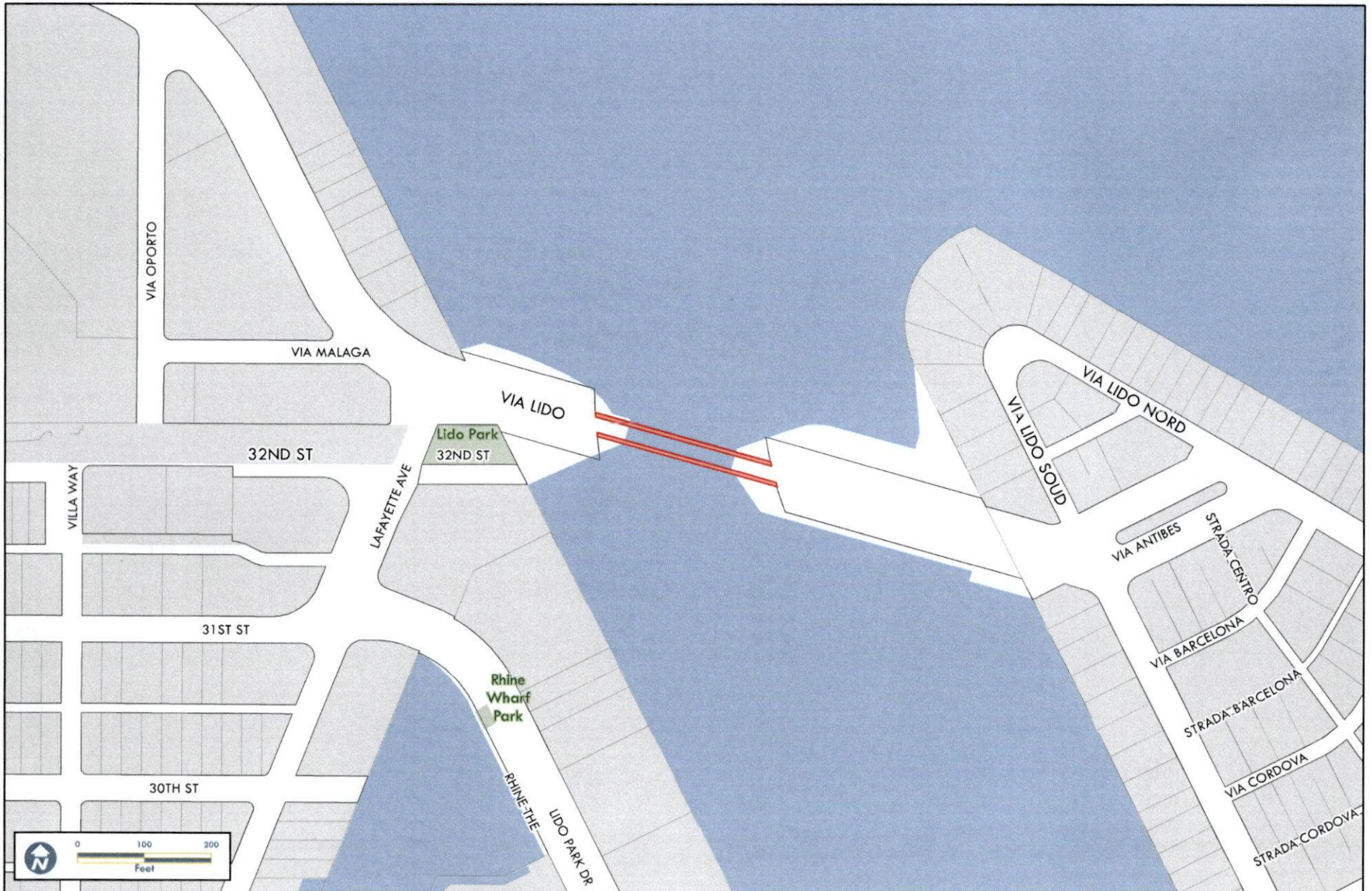


Seashore/PCH

— Plexiglass (3,399 Linear Feet)



City of Newport Beach
GIS Division
June 10, 2020

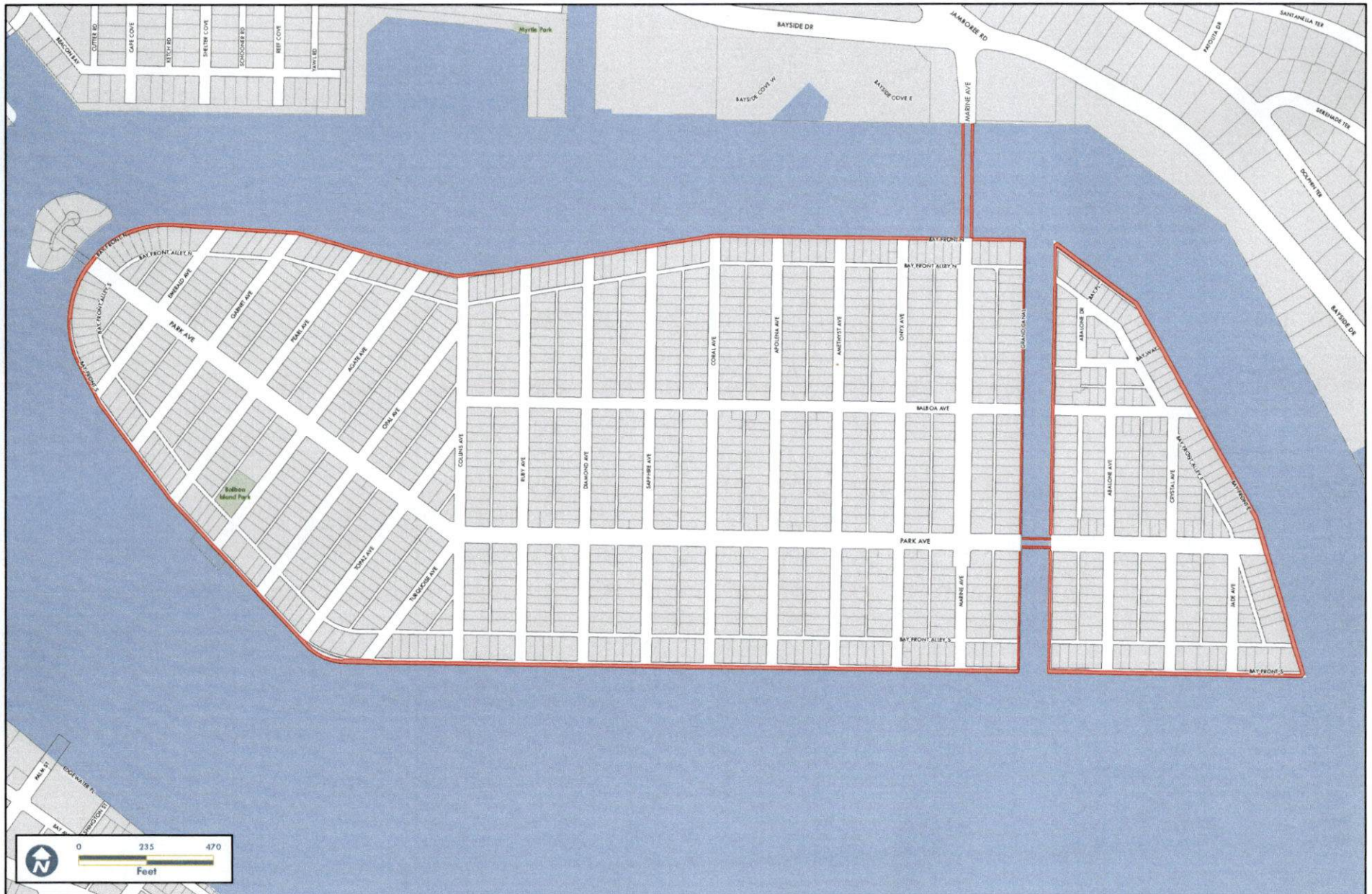


Lido Isle Bridge

 Bridge Sidewalk (3,195 sq. ft.)



City of Newport Beach
GIS Division
June 10, 2020

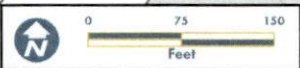


Balboa Island

Boardwalk (139,155 sq. ft.)



City of Newport Beach
GIS Division
June 11, 2020

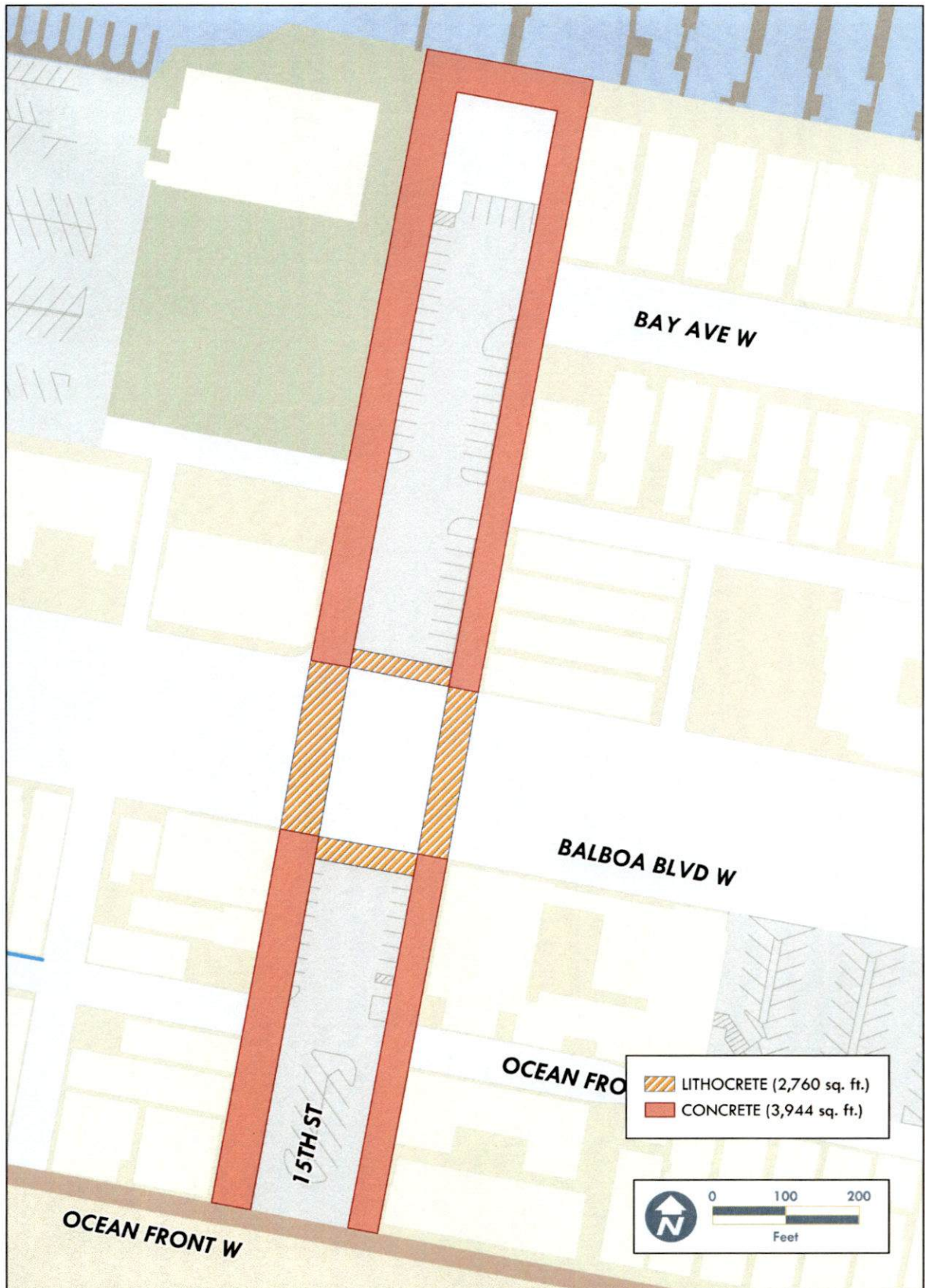


Civic Center Parking Structure

 Civic Center Structure (163,693 sq ft.)



City of Newport Beach
GIS Division
June 10, 2020



Sidewalk Maintenance

15th Street



City of Newport Beach
GIS Division
February 13, 2025

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15th St Sidewalks.aprx

EXHIBIT B

SCHEDULE OF BILLING RATES

**EXHIBIT B
FEE SCHEDULE
SIDEWALK STEAM PRESSURE WASHING SERVICES**

ANNUAL FIXED COSTS YEAR 1

BALBOA VILLAGE	\$	61,600.00
BALBOA VILLAGE	\$	19,600.00
MARINE AVE	\$	21,600.00
McFADDEN SQUARE	\$	19,600.00
McFADDEN SQUARE	\$	28,000.00
McFADDEN SQUARE (MEMORIAL)	\$	31,200.00
BALBOA & NEWPORT PIER	\$	9,000.00
BALBOA & NEWPORT PIER	\$	6,300.00
ENDS OF THE PIERS	\$	6,600.00
ENDS OF THE PIERS	\$	2,100.00
VARIOUS LOCATIONS - BIRD CLEANUP	\$	2,600.00
CORONA DEL MAR FURNITURE	\$	4,800.00
Seashore/PCH Plexi Glass	\$	6,000.00
Lido Bridge	\$	1,400.00
Balboa Island And Little Island	\$	10,000.00
CIVIC CENTER PARKING STRUCTURE	\$	8,000.00
TOTAL ANNUAL COST, FIXED MAINT:	\$	238,400.00

Annual Fixed Cost Amounts	Year	2% fixed CPI
\$238,400	Year 1	
\$243,168	Year 2	2%
\$248,031	Year 3	2%
\$252,992	Year 4	2%
\$258,052	Year 5	2%
\$263,213	Year 6	2%
\$1,503,856	Total	

Total Not-to-Exceed Compensation: \$1,781,703.00

Annual Fee Breakdown

LOCATION	Description	SERVICE MONTHS	TOTAL AMOUNT OF MONTHS	FREQUENCY	DAYS TO COMPLETE SERVICE	ANNUAL SERVICES PROVIDED	COST PER SERVICE	Total Cost
BALBOA VILLAGE	Provide the supervision, equipment, tools, labor, and materials, to pressure wash 172,787 square feet of Ultracrete sidewalks and designer roadway pavement in Balboa Village area identified on the enclosed map A. Contractor shall develop and execute a schedule to perform sidewalk and roadway pressure washing tasks once per week from May through September.	MAY-SEPT	5	1 X PER WEEK	4	22	\$2,800	\$61,600
BALBOA VILLAGE	and once per month from October through April.	OCT-APR	7	1 X PER MONTH	4	7	\$2,800	\$19,600
MARINE AVE	Provide the supervision, equipment, tools, labor, and materials, to pressure wash 24,240 square feet of concrete sidewalks in the Marine Ave area identified on the enclosed map B. The Contractor shall develop and execute a schedule to perform sidewalk steam pressure washing tasks twice per month.	JAN-DEC	12	2 X PER MONTH	2	24	\$900	\$21,600
McFADDEN SQUARE	to steam clean 67,000 square feet of concrete sidewalks in the McFadden Square area identified on the enclosed map C. The Contractor shall develop and execute a schedule to perform the sidewalk steam pressure washing tasks twice per month, October-April.	OCT-APR	7	2 X PER MONTH	2	14	\$1,400	\$19,600
McFADDEN SQUARE	and Once a week Mid-May-September.	MAY-SEPT	5	1 X PER WEEK	2	20	\$1,400	\$28,000
McFADDEN SQUARE (MEMORIAL)	McFadden Square Memorial (3,400 square feet) shall be cleaned twice a week.	JAN-DEC	12	2 X PER WEEK	1	104	\$300	\$31,200
BALBOA & NEWPORT PIER	Provide the supervision, equipment, tools, labor, and materials, to steam clean the concrete Balboa Pier 26,706 square feet and Newport Pier 31,460 square feet identified on the enclosed map on pages A and C. The Contractor shall develop and execute a schedule to perform concrete steam pressure washing tasks of the pier ends once per week from May through September, and once per month from October through April. The Contractor shall develop and execute a schedule to perform concrete steam pressure washing tasks of the piers twice per month from May through September.	MAY-SEPT	5	2 X PER MONTH	1	10	\$900	\$9,000
BALBOA & NEWPORT PIER	and once per month from October through April.	OCT-APR	7	1 X PER MONTH	1	7	\$900	\$6,300
ENDS OF THE PIERS	Contractor shall develop and execute a schedule to perform concrete steam pressure washing tasks of the pier ends once per week from May through September, and once per month from October through April.	MAY-SEPT	5	1 X PER WEEK	1	22	\$300	\$6,600
ENDS OF THE PIERS	Contractor shall develop and execute a schedule to perform concrete steam pressure washing tasks of the pier ends once per week from May through September, and once per month from October through April.	OCT-APR	7	1 X PER MONTH	1	7	\$300	\$2,100
VARIOUS LOCATIONS - BIRD CLEANUP		JAN-DEC	12	WEEKLY	1	52	\$60	\$2,600
CORONA DEL MAR FURNITURE	Provide the supervision, equipment, tools, labor, and materials to steam clean 40 trashcans, 38 benches, and 6 bus canopies and the clock tower at Marguerite and ICH (400SF) in the Corona del Mar area identified on the enclosed map D. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks monthly.	JAN-DEC	12	1 X PER MONTH	1	12	\$400	\$4,800
Seashore/PCH Piel Glass	Provide the supervision, equipment, tools, labor, and materials to steam clean and wipe down both sides of 3,399 SF of Plexiglass, map E. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks quarterly.	JAN-DEC	12	QUARTERLY	3	4	\$1,500	\$6,000
Lido Bridge	Provide the supervision, equipment, tools, labor, and materials to steam clean 3,195 Square Feet including, one bench pad, trash can, interior, and top of bridge wall and railing, map F. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks quarterly.	JAN-DEC	12	QUARTERLY	1	4	\$950	\$1,600
Balboa Island And Little Island	Provide the supervision, equipment, tools, labor, and materials to steam clean 139,135 Square Feet, map E. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks quarterly.	JAN-DEC	12	QUARTERLY	3	4	\$2,500	\$10,000
CIVIC CENTER PARKING STRUCTURE	Provide the supervision, equipment, tools, labor, and materials to steam clean 143,693 Square Feet which includes, main and ramps, map G. The Contractor shall develop and execute a schedule to perform the steam pressure washing tasks twice a year.	NA	NA	SEMI-ANNUAL	4	2	\$4,000	\$8,000

On-Call / Extra Work Billing Rates

Spectrum Facility Maintenance – Standard Billing Rate is \$125.00 per hour for services and equipment

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