

**CITY OF OCEANSIDE
AMENDMENT 1 TO
JANITORIAL SERVICES AGREEMENT**

PROJECT: JANITORIAL SERVICES

THIS AMENDMENT TO JANITORIAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and NMS Management, Inc., hereinafter designated as "CONTRACTOR."

RECITALS

WHEREAS, CITY and CONTRACTOR are the parties to that certain Janitorial Services Agreement dated December 18, 2024, hereinafter referred to as the "Agreement," wherein CONTRACTOR agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the scope of work and compensation.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended by adding additional janitorial services described in Exhibit A, attached hereto.
2. Section 9, Compensation, shall be amended by adding the following:

CONTRACTOR's compensation for the additional work described in this Amendment 1 shall not exceed \$10,779.12 annually and a total of \$21,558.24 for the two year term. Total compensation under the Agreement, including this Amendment 1, shall be \$974,280.44 (original contract amount of \$952,722.20 + \$21,558.24).

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

JANITORIAL SERVICES

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

NMS MANAGEMENT, INC.

By:


David M. Guaderrama, Director

Date:

2/27/25

By:


David S. Guaderrama, President

Date:

2/27/25

CITY OF OCEANSIDE

By:

Jonathan Borrego, City Manager

Date:

APPROVED AS TO FORM:

33-0736244
Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On February 27 , 20235 before me, Fernando Emmanuel Gonzalez, Notary Public
(insert name and title of the officer)

personally appeared David M Guaderrama & David S Guaderrama,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ /they executed the same in
~~his~~ ~~her~~ /their authorized capacity(ies), and that by ~~his~~ ~~her~~ /their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

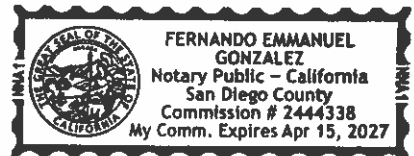




Exhibit A

NMS Management, Inc.
155 W 35th Street Suite A
National City, CA 91950
Tel (619) 425-044* Fax (619) 425-2432

Estimate

Date	Estimate #
1/15/2025	06-001

MANAGEMENT, INC.

Name / Address
City of Oceanside Public Works Department 300 North Coast Hwy Oceanside, CA 92054

Possible Service Date	Contact Name	Contract Number	PO/TA #
TBD	J AVILA	06 - CITY OF OCEANSIDE	PENDING PO

Qty	Location	Rate	Total
12	ADDITIONAL DAILY CLEANING SERVICES - Reads Center - 804 Pier View Way, Suite 101, Oceanside, CA 92054 - 1,729 sq ft. - Janitor Rate, \$30.96, Janitor Empty Trash X 4 (Monday to Thursday, Excluding Holidays), 1 HR EACH. - Janitor Rate, \$30.96, General Cleaning X 1 (Friday, Excluding Holidays), 1.5 HR EACH. - Supervisor Rate, \$37.01, Supervision & QC X2 (Monday & Thursday, Excluding Holidays), 0.5 HRS EACH MONTHLY PRICE	898.26	10,779.12

If this estimate is approved, please sign and return to NMS Manager to coordinate service schedules.

Subtotal \$10,779.12

Sales Tax (0.0%) \$0.00

Total \$10,779.12

Signature & Date

NMS Management is an Equal Opportunity Employer and as a Federal Contractor we do not discriminate on race, ethnicity, color, sex, veteran status or disability.

NMS MANAGEMENT, INC.
ESTIMATE 01/15/2025
 Revised 01-27-2025

CITY OF OCEANSIDE
 PUBLIC WORKS DEPARTMENT, JANITORIAL SERVICES
 ADDITIONAL SERVICE

															NMS PRICE				
LOCATION	ADDRESS	SQ FT	Service	Task	Direct Labor Ea.	SUN	MON	TUE	WED	THU	FRI	SAT	Total	Annual Direct Labor	STAFF CATEGORY	LABOR RATE PRICE	ANNUAL PRICE	MONTHLY PRICE	
1 Reads Center	804 Pier View Way, Oceanside CA 92054	1,729	Daily Cleaning X 4 (Monday to Thursday, Excluding Holidays)	Empty Trash	1.00		1.00	1.00	1.00	1.00			4.00	208.00	JANITOR	\$ 30.96	\$ 6,439.68	\$ 536.64	
		1,729	Daily Cleaning X1 (Friday, Excluding Holidays)	Full Service General Cleaning	1.50						1.50		1.50	78.00	JANITOR	\$ 30.96	\$ 2,414.88	\$ 201.24	
		1,729	Supervision X2 (Monday and Thursday, Excluding Holidays)	Supervison & QC	0.50		0.50			0.50			1.00	52.00	SUPERVISOR	\$ 37.01	\$ 1,924.52	\$ 160.38	
																	Total Monthly Price:		\$ 898.26

SURETY BOND
INCREASE OR DECREASE PENALTY RIDER

Bond No.: CIC1953729
Premium: \$431.00

Description of Bond: Janitorial Services

Know all men by these presents that we, **NMS Management, Inc.**, Principal and, **Capitol Indemnity Corporation**, Surety, in favor of **City of Oceanside**, Obligee, do hereby, jointly and severally, change the penal amount of this bond from **Nine hundred Fifty-Two Thousand, Seven Hundred Twenty-Two and 20/100ths Dollars (\$952,722.20)** to **Nine Hundred Seventy-Four Thousand, Two Hundred Eighty and 44/100ths Dollars (\$974,280.44)**, effective from the **28th day in February, 2025**.

The continuity of coverage under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the said Principal and Surety shall not exceed the amount of liability assumed at the time the act and /or acts of default were committed and in no event, shall such liability exceed the larger of the above-mentioned sums.

Signed and sealed this 25th day of February, 2025.

ACCEPTED:

The above is hereby agreed and accepted:

NMS Management, Inc.

By: 

Capitol Indemnity Corporation

By: 

Rebecca Brannan, Attorney-in-Fact



CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JAMIE MAGNUSSEN;CYNDI BEILMAN; REBECCA BRANNAN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company, the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Todd Burrick
Chief Underwriting Officer

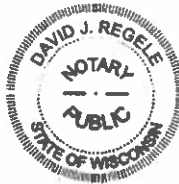


CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 28th day of February, 2025.



Suzanne M. Broadbent
Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 09-2022)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

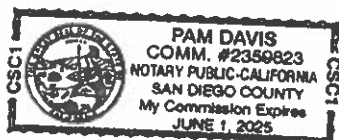
STATE OF CALIFORNIA

County of San Diego

On FEB 28 2025 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Rebecca Brannan

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: **David M. Guaderrama**

Position/Title: **Director of Business Development**

Telephone Number: **(619) 425-0440**

Email Address: **nmsmanagement@msn.com**

Signature: 

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of NMS Management, Inc., a corporation duly conformed pursuant to the laws of the state of California, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of NMS Management, Inc. (Company) on August 5, 2020 at 12:55pm.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.


Sophia E. Guaderrama

NMS Management, Inc.

Secretary