

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EXCELLENT MAINTENANCE PRO, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Excellent Maintenance Pro, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for janitorial services on October 1, 2021 for the term of October 1, 2021, through January 31, 2022 in an amount not to exceed \$200,000; and

WHEREAS, the parties wish to amend the Agreement to include the additional services, to extend the term through September 30, 2024, and to increase the maximum amount payable under the Agreement by \$2,500,000, to an amount not to exceed \$2,700,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. Payments, of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the Safety Officer or their designee. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. Section 4. Term, of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2021, through September 30, 2024.

3. Original Exhibits A and B are replaced in their entirety with Revised Exhibit A (rev. 11/16/21) and Revised Exhibit B (rev. 11-16-21).
4. **All other terms and conditions of the Agreement between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **EXCELLENT MAINTENANCE PRO, INC.**

Alfredo Hernandez
Contractor Signature

11.29.21
Date

Alfredo Hernandez
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Janitorial services mean providing cleaning services, specific services covered under this proposal including:

Common Areas – Lobby's, Corridors, Elevators and Stairwells	Service Frequency					
Service Description	Daily	Weekly	Monthly	Quarterly	Yearly	Others
Collect trash and change plastic liners	X					
Wipe down doors in and out	X					
Spot clean carpet as needed	X					
Wipe down cleared tables	X					
Vacuum carpets	X					
Clean glass on lobby doors in and out	X					
Wipe clean tables/chairs in common areas, focus on high-touch areas	X					
Clean drinking fountains	X					
Sweep and mop floor areas	X					
Report suspicious activity and comply with security regulations	X					
Fair Oaks Health Center, play wall should be cleaned daily and the panels and partition glass cleaned daily	X					
Clean high touch surfaces such as doorknobs, push plates, elevator buttons, etc	X					
Floors	X					
Clean low touch surfaces		X				
Spot clean panels and interior of windows		X				
Clean high surfaces (above shoulder height) such as top of cupboards, ceiling and/or wall vents		X				
Baseboards, corners, walls		X				
Shampoo and extract carpets (Extra charge)						X
Building exterior areas cleared of trash within 20 feet of building	X					
Window blinds			X			
Scrub and wax VCT floors twice yearly					X	

Rest Rooms	Service Frequency					
Service Description	Twice Daily	Daily	Weekly	Monthly	Quarterly	Yearly
Remove trash and replace liners	X					
Clean and sanitize toilets and urinals	X					
Clean high touch surfaces such as flush handles, faucet handles, etc	X					
Restock hand towels, toilet paper and soap		X				
Wipe down mirror		X				
Clean, sanitize and polish fittings		X				
Sweep and mop floors	X	X				
Clean and sanitize walls and partitions			X			
Wipe down fingerprints from doors			X			
Flush floor drains with enzyme solution to eliminate odor				X		
Clean shower stalls				X		
Scrub VCT floors					X	
Clean high surfaces (above shoulder height) such as top ledge of mirrors, top of paper towel dispensers, ceiling vents, etc			X			
Change batteries in towel and toilet paper holders and hand sanitizer dispensers if no longer working			X			
Exam or Treatment Rooms	Service Frequency					
Service Description	Twice Daily	Daily	Weekly	Monthly	Quarterly	Yearly
Remove trash and replace liners		X				
Clean high touch surfaces such as doorknobs, light switches, countertop, faucet handles, equipment handles, chair arms, telephone, etc	X					
Workstation, stool		X				
Clean sink and faucet		X				
Restock hand towels, toilet paper and soap		X				
Wipe down mirror		X				
Clean, sanitize and polish fittings		X				
Sweep and mop floors	X					
Clean and sanitize walls and partitions			X			
Clean high surfaces (above shoulder height) such as top of shelves, top of paper towel dispensers, ceiling vents, etc			X			
Change batteries in paper towel holder and hand sanitizer dispensers if no longer working			X			
Change out disposable privacy curtains					X	
Complete terminal cleaning, upon request (separate cost)						
Medical Equipment Cleaning		X				

Office and Cubicle Areas including Distribution area (Fair Oak Health Center) & Conference Rooms	Service Frequency					
Service Description	Daily	Weekly	Monthly	Quarterly	Yearly	Others
Collect trash and change liners as needed	X					
Vacuum carpeted areas	X					
Dust mop and wet mop sealed concrete/ vct areas	X					
Wipe down tables both sides and tops	X					
Wipe clean tables/chairs in conference room Arrange chairs in proper position	X					
Secure and lock doors as requested						
Report suspicious activity and comply with security regulations	X					
Clean high surfaces (above shoulder height) such as top ledge of mirrors, top of paper towel dispensers, ceiling vents, etc	X					
Clean high touch surfaces such as doorknobs, push plates, and elevator buttons	X					
Spot clean partition glass		X				
Clean sink, counters and refill towel dispenser	X					
Wipe down cleared desk areas		X				
Clean fingerprints from doors			X			
Dust partitions up to seven feet			X			
Detail vacuum all overhead air vents			X			
Wipe down all baseboards			X			
Shampoo and extract carpets, (extra charge)					x	
Strip and wax floors				X		
Change batteries in towel and toilet paper holders and hand sanitizer dispensers if no longer working		X				
Replace hand sanitizer product if empty	X					

Break Room/Cafeteria	Service Frequency					
Service Description	Daily	Weekly	Monthly	Quarterly	Twice Yearly	Others
Clean counters and sink area	X					
Clean microwaves inside and out	X					
Replenish soap, hand towels, and hand sanitizer product if empty	X					
Sweep and mop floors	X					
Remove trash and replace plastic liners	X					
Arrange chairs	X					
Clean tables, chairs, exterior of fridges	X					
Clean under vending machines		X				
Dust on top of vending machines		X				
Dust on top of refrigerator		X				
Strip and wax floor					X	

Contractor shall provide 12.0 FTEs of staff including 1.0 FTE of Supervision, based on a 40-hour work week.

Contractor shall perform the following services at the listed frequency at all locations listed below:

Mike Nevin Health Center (Daly City Clinic), 380 90th St, Daly City, CA 94015

Behavioral Health and Recovery Services, 380 90th St, Daly City, CA 94015

Women Infant and Children, 380 90th St, Daly City, CA 94015

South San Francisco Clinic, 306 Spruce Ave, South San Francisco, CA 94080

Women Infant and Children, 306 Spruce Ave, South San Francisco, CA 94080

Fair Oaks Health Center, 2710 Middlefield Rd, Redwood City, CA 94063

Sequoia Teen Wellness Center, 200 James Ave, Redwood City, CA 94062

Shasta Clinic, 727 Shasta St, Redwood City, CA 94063

Coastside Clinic (100A), 225 So. Cabrillo Hwy, Half Moon Bay, CA 94019

Behavioral Health and Recovery Services, (200A), 225 So. Cabrillo Hwy, Half Moon Bay, CA 94019

The Contractor is available 24 hours a day 365 days a year for any emergency response. Emergency response time will be within two (2) hours of the initial contact. The Contractor shall provide each customer with the contact information of the Area Supervisor assigned to the account.

- Contractor shall provide all labor, payroll taxes. Insurance, workers' compensation insurance, health & welfare benefits. Equipment supervision and cleaning materials required to perform contracted janitorial services.
- Contractor will refer to CDC's Best Practices for Environmental Cleaning in Healthcare Facilities toolkit on best practices for frequency of cleaning certain areas.
- Contractor personnel will meet the requirements of all pre-employment, onboarding and Annual Employee Health requirements, including N95 fit testing.
- Contractor personnel will meet all onboarding and annual training, competency requirements
- Cleaning products must be submitted for approval by the County
- The contractor is responsible for providing the pre-approved microfiber mop heads
- Consumable products such as toilet tissue, hand towels, hand soap, alcohol-based hand rub, disposable curtains, and plastic liners are not included in this agreement and County will provide these products at each facility
- Contractor shall conduct regular audits of terminal cleanings, exam rooms, general cleanliness and regulatory compliance of environment, and safety and infection control practices at least weekly. These audits should be shared with the County and the County may accompany contractor in conducting these audits/rounds if so desired. Findings are to be addressed and plans of correction shared.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Mike Nevin Health Center (Daly City Clinic), 380 90th St, Daly City, CA 94015

Evening Custodial Service	Monday - Friday	\$3,760.00 per month
Day Porter Service	Monday - Friday	\$2,130.00 per month
Staffing Relief	Full coverage	\$936.00 per month
Exam Room Medical Equipment	Nightly	\$1,625.00 per month
Red sharp bin contents	Once a week	\$220.00 per month
Clean carpets	On request	\$336.00 per service
Windows Exterior	On request	\$384.00 per service
Windows Interior	On request	\$384.00 per service
Monthly service cost	\$8,671.00per month	**Additional services on request are not included in totals

Behavioral Health and Recovery Services, 380 90th St, Daly City, CA 94015

Evening Custodial Service	Monday - Friday	\$3,000.00 per month
Day Porter Service	Monday - Friday	\$2,130.00 per month
Pressure Wash Parking (2 nd floor)	On request	\$240.00 per service
Clean all carpets	On request	\$576.00 per service
Windows Exterior	On request	\$576.00 per service
Windows Interior	On request	\$384.00 per service
Scrub/wax floors	On request	\$1,416.00 per service
Monthly service cost	\$5,130.00 per month	**Additional services on request are not included in totals

Women Infant and Children, 380 90th St, Daly City, CA 94015

Evening Custodial Service	Monday - Friday	\$860.00 per month
Day Porter Service	Monday - Friday	\$495.00 per month
Clean all carpets	On request	\$145.00 per service
Windows Exterior	On request	\$340.00 per service
Windows Interior	On request	\$170.00 per service
Scrub/wax floors	On request	\$460.00 per service
Monthly service cost	\$1,355.00 per month	**Additional services on request are not included in totals

South San Francisco, 306 Spruce, South San Francisco, CA 94080

Evening Custodial Service	Monday - Friday	\$2,155.00 per month
Day Porter Service	Monday - Friday	\$2,130.00 per month
Staffing Relief	Full Coverage	\$624.00 per month
Exam Room Medical Equipment	Nightly	\$725.00 per month
Clean all carpets	On request	\$180.00 per service
Windows Exterior	On request	\$820.00 per service
Windows Interior	On request	\$385.00 per service
Monthly service cost	\$5,634.00 per month	**Additional services on request are not included in totals

Women Infant and Children, 306 Spruce Avenue, South San Francisco, CA 94080

Evening Custodial Service	Monday - Friday	\$480.00 per month
Clean all carpets	On request	\$380.00 per service
Monthly service cost	\$480.00 per month	**Additional services on request are not included in totals

Fair Oaks Health Center, 2710 Middlefield Rd, Redwood City, CA 94080

Evening Custodial Service	Monday - Friday	\$8,410.00 per month
Day Porter Service	Monday - Friday	\$4,830.00 per month
Weekend Service	Saturday or Sunday	\$770.00 per month
Staffing Relief	Full Coverage	\$1,248.00 per month
Exam Room Medical Equipment	Nightly	\$2,895.00 per month
Clean carpets	On request	\$145.00 per service, 1 st floor \$290.00 per service, 2 nd /3 rd floor
Red sharp bin contents	Once a week	\$220.00 per month
Windows Exterior	On request	\$1,800.00 per service
Windows Interior	On request	\$624.00 per service
Monthly service cost	\$18,373.00 per month	**Additional services on request are not included in totals

Sequoia Teen Wellness Center, 200 James Avenue, Redwood City, CA 94062

Evening Custodial Service	Monday - Friday	\$825.00 per month
Exam Room Medical Equipment	Nightly	\$225.00 per month
Clean all carpets	On request	\$100.00 per service
Windows Exterior/Interior	On request	\$195.00 per service
Scrub/wax floors	On request	\$195.00 per service
Monthly service cost	\$1,050.00 per month	**Additional services on request are not included in totals

Shasta Clinic, 727 Shasta St, Redwood City, CA 94063

Evening Custodial Service	Monday - Friday	\$1,550.00 per month
Clean all carpets	On request	\$340.00 per service
Windows Exterior	On request	\$145.00 per service
Windows Interior	On request	\$100.00 per service
Scrub/wax floors	On request	\$385.00 per service
Partition glass	On request	\$80.00 per service
Monthly service cost	\$1,550.00 per month	**Additional services on request are not included in totals

Coastside Clinic (100A), 225 So. Cabrillo Hwy, Half Moon Bay, CA 94019

Evening Custodial Service	Monday - Friday	\$5,285.00 per month
Day Porter Service	Monday - Friday	\$3,820.00 per month
Weekend Services	Saturday or Sunday	\$740.00 per month
Staffing Relief	Full Coverage	\$624.00 per month
Exam Room Medical Equipment	Nightly	\$908.00 per month
Clean all carpets	On request	\$100.00 per service
Windows Exterior	On request	\$385.00 per service
Windows Interior	On request	\$385.00 per service
Scrub/wax floors	On request	\$1,280.00 per service
Monthly service cost	\$11,377.00 per month	**Additional services on request are not included in totals

Behavioral Health and Recover Services, (200A), 225 So. Cabrillo Hwy, Half Moon Bay, CA 94019

Evening Custodial Service	Monday - Friday	\$1,560.00 per month
Day Porter Service	Monday - Friday	\$1,000.00 per month
Clean all carpets	On request	\$290.00 per service
Windows Exterior	On request	\$264.00 per service
Windows Interior	On request	\$264.00 per service
Scrub/wax floors	On request	\$510.00 per service
Monthly service cost	\$2,560.00 per month	**Additional services on request are not included in totals

Day Supervisor (7:00 am – 3:30 pm Monday – Friday) shall be staffed by contractor. The County shall be allowed to participate in the interview and selection process.

October 1, 2021 – September 30, 2022 \$7,275.00 per month

October 1, 2022 – September 30, 2023 \$8,181.00 per month

October 1, 2023 – September 30, 2024 \$8,905.00 per month

Emergency Services: out of normal routine cleaning, i.e. toilet overflow, water leakage, roof leakage, removal and cleaning of bodily fluids outside of the normal restroom cleaning will be within two (2) hours of the initial contact.

Travel reimbursement will not be part of this agreement

Emergency Service Rates for all Locations

Service Type	Straight Time	Overtime Rates*
General Emergency Janitorial	\$45.00 per hour	\$67.50 per hour
Emergency Terminal Clean	\$55.00 per hour	\$82.50 per hour

*Overtime rates apply for services requested outside on normal business days/hours

ADDITIONAL SERVICES:

- For additional areas or special requests that are not within routine cleaning, Contractor shall base its prices on a per hour cost or the listed amounts whichever would be the most cost effective for SMMC. Listed below are examples that may come up as additional service, requiring a smaller specific area to be cleaned and not the entire floor, beyond the routine quarterly, semi-annual or annual contract services.
- Terminal Clean of Exam Room - \$110.00 per room, per service; \$155.00 per room after-hours
- Office Space: Steam clean carpets - \$55.00 per office, per service
- Hallway: Strip and wax floor- \$425.00 per service
- Lunchroom/Kitchen area: Strip and wax floor - \$380.00 per service
- Restroom: Clean and sanitize- \$80.00 per service (does not include overflow/water extraction)
- Restroom: Strip and wax restroom floor- \$190.00 per service
- Common Area/Lobby: strip and wax floor- \$720.00 per service
- Common Area/Lobby/Offices: Steam clean carpet - \$240.00 per service
- Emergency Services: out of normal routine cleaning, i.e. toilet overflow, water leakage, roof leakage, removal and cleaning of bodily fluids outside of the normal restroom cleaning