

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EXCELLENT MAINTENANCE PRO, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of June, 2013, 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 on July 13, 2010, for the purpose of providing janitorial services at Fair Oaks Clinic, Fair Oaks Children's Clinic, Methadone Clinic, Sequoia Teen Wellness Center, Willow Clinic, South San Francisco Clinic, and Daly City Clinic; and

WHEREAS, the parties wish to amend the Agreement to extend the term by 5 months for a new termination date of November 30, 2013, and increase the amount by \$98,140 to a new maximum fiscal obligation of \$910,767.

**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:

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed NINE HUNDRED TEN THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$910,767).

2. Section 4, **Term and Termination**, of the Agreement is amended to read as follows:

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010, through November 30, 2013.

This Agreement may be terminated by Contractor, the Chief of the Health System, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Exhibit "A" of the Agreement is replaced with Revised Exhibit A (rev. 6/18/2013), a copy of which is attached to this Amendment.
4. Exhibit "B" of the Agreement is replaced with Revised Exhibit B (rev. 6/18/2013), a copy of which is attached to this Amendment.
5. **All other terms and conditions of the agreement dated July 13, 2010, between the County and Contractor shall remain in full force and effect.**

(signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Excellent Maintenance Pro, Inc.



Contractor's Signature

Date: 5.28.2013

Revised Exhibit A (rev. 6/18/2013)

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

- A. Provide janitorial services five days per week (Monday – Friday) to Fair Oaks Clinic, Sequoia Teen Wellness Center, Willow Clinic, South San Francisco Clinic and Daly City Clinic. Provide janitorial services six days per week to Fair Oaks Children's Clinic to accommodate Saturday clinic.
- B. Service all of the following areas within each clinic:
 - Entrance/Reception/Waiting Areas
 - Exam/Procedure/Counseling Rooms
 - Offices and Screening Rooms
 - Nurses Stations
 - Kitchenette/Break/Lunchroom Areas
 - Restrooms
 - Hallways, Conference Rooms and Common Areas
 - Lab/Treatment Dispensing Areas
 - General Clinic Areas
- C. Contractor shall provide janitorial services sufficient to maintain the clinic in a clean condition, that is to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible by performing the following:
 1. Daily
 - a. Empty and clean all trash containers and dispose of all trash and rubbish. Insert new trash liners.
 - b. Dust mop and wet mop all floors, including hallways and stairways, lifting floor protection mats as needed to clean underneath them.
 - c. Vacuum all carpeted areas.
 - d. Remove spots and/or spills from the carpets, rugs, floors and stairways.
 - e. Replenish all toilet room supplies to include soap, towels, seat covers, toilet tissue, and sanitary napkins, which will be provided by the County. County will provide soap for the clinic areas only. Contractor will provide soap for all other areas.
 - f. Clean all toilet room sinks, toilets, urinals, and baby-changing tables using appropriate cleaning supplies to be maintained in a sanitary and odor-free condition.

- g. Remove finger marks and smudges from all glass entrance doors and bathroom mirrors.
 - h. Dust the tops of all open flat surfaces including furniture, counters, cabinets and window sills. Dust file cabinets, chairs, and other office furniture. Clean and wipe all tables, chairs, and appliance surfaces.
 - i. Spot clean the walls and doors.
 - j. Wipe down all exam tables and all counter tops in the exam room, lab, and treatment rooms with disinfectant solution. Wipe and dust tops of partitions.
 - k. Wipe down scales and the outside of all needles (Sharp's) containers with disinfectant solution.
 - l. Police perimeter grounds including parking lots of all buildings for debris and sweep as needed.
 - m. Clean and disinfect drinking fountains and water dispensers. Wipe down interior/exterior of microwaves. Clean and disinfect sinks.
 - n. Clean and straighten all Reception counters and Patient waiting areas, including bookcases and magazine racks.
 - o. Remove recycling, place in proper bins.
2. Weekly
- a. Buff floors.
 - b. Vacuum room vents, including bathroom vents.
 - c. Clean glass doors and interior windows, as well as framed artwork.
 - d. Vacuum upholstery.
 - e. Clean chairs and bases.
 - f. Clean out interior of refrigerator. Wipe down exterior.
3. Monthly
- a. Buff and high speed polish designated clinic VCT floor.
 - b. At Fair Oaks Children's Clinic – police area under the entry ramp.

4. Quarterly
 - a. Wash all walls.
 - b. Launder all cubicle curtains.
 - c. Vacuum air conditioning and heating grills.
 - d. Shampoo all carpets.
 - e. Light scrub and reapply finish to resilient floors.
 5. Semi-Annually
 - a. Launder all window curtains. Wash all Venetian and louver blinds and light fixtures.
 - b. Shampoo all chair upholstery.
 6. Annually
 - a. Strip and wax floors or as needed with Clinic Manager approval.
- D. Contractor shall provide additional services at the request of the Clinic Managers.
- E. Contractor shall provide emergency services as necessary at the request of the Clinic Managers. Emergency services shall include, but not be limited to cleaning toilet overflow, water leakage, and/or roof leakage and removal and cleaning of bodily fluids outside of the normal restroom cleaning.

Revised Exhibit B (rev. 6/18/2013)

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

CLINIC	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL
Daly City **	\$3,680/\$4,180	\$5,980	\$1,080	\$3,980
Fair Oaks	\$1,855	\$1,880	\$540	\$1,280
Fair Oaks Children's	\$1,480	\$1,620	\$240	\$1,280
Sequoia Teen	\$825	\$640	\$240	\$480
So. San Francisco	\$1,758	\$1,740	\$520	\$1,280
Willow	\$2,430	\$2,040	\$620	\$1,550

** Daly City Clinic is undergoing renovation. Under monthly service cost above, \$3,680 is the pre-renovation service rate and \$4,180 is the post-renovation rate.

All rates shown under Quarterly, Semi-Annual and Annual are per service. These services are only provided upon prior approval or at the request of the Clinic Manager.

Rates for additional cleaning services as described in Exhibit A are as follows:

Exam Rooms	Disinfect, sweep and mop, wipe down all surface areas	\$50 per service
	Strip and wax floor	\$140 per service
Office Space	Steam clean carpets	\$40 per service
Nurses Stations	Steam clean carpets	\$80 per service
	Sweep and mop floors	\$200 per service
Hallways	Strip and wax floors	\$280 per service
Lunchroom/Kitchen Areas	Strip and wax floors	\$320 per service
	Steam clean carpets	\$200 per service
Restrooms	Clean and sanitize	\$50 per service
	Strip and wax floors	\$140 per service
Common Area/Lobby	Strip and wax floor	\$320 per service
	Steam clean carpet	\$200 per service
Hourly Rates	Standard	\$20 per hour
	Emergency Services	\$22 per hour

The term of the Agreement is July 1, 2010 through November 30, 2013. The maximum amount payable under this Agreement is NINE HUNDRED TEN THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$910,767). Invoices will be approved by Deputy Director of Ancillary Services and paid within 30 days of receipt of invoice.