

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SERVPRO OF PALO ALTO**

THIS AMENDMENT TO THE AGREEMENT, is entered into this 1st day of June, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SERVPRO of Palo Alto, 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, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on March 26, 2020, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for cleaning and sanitation services of Quarantine, Isolation, and Intake Sites (Agreement No. 80511F20D006, also referenced herein as the "Agreement"); and

WHEREAS, the agreement was necessary in order to prevent further community spread of the novel coronavirus among vulnerable individuals within high risk groups; and

WHEREAS, the parties wish to amend the Agreement to extend the termination date, increase the not to exceed amount, revise the pricing, and add certain provisions consistent with federal emergency procurement requirements as required by the Federal Emergency Management Agency, the consideration for which is hereby acknowledged.

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

1. Section 1 – Exhibits and Attachments is amended and restated in its entirety to read as follows:

Exhibit A1 – Services
Exhibit B1 – Payments and Rates
Attachment E – Emergency Agreement Provisions

2. Section 3 - Payments is amended and restated in its entirety 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 A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1. 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 Five Hundred Thousand Dollars and Zero Cents (\$500,000.00). 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.

3. Section 4 – Term:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 26, 2020, through September 30, 2020 with the option to extend term or increase contract amount if needed.

4. Section 5 – Termination is amended and restated in its entirety to read as follows:

See Attachment E for provisions setting forth the terms of termination.

5. Section 14 – Retention of Records; Right to Monitor and Audit is amended and restated in its entirety to read as follows:

See Attachment E for provisions setting forth the terms of Contractor's retention of records and the County's right to monitor and audit.

6. Section 15 – Merger Clause; Amendments is amended and restated in its entirety to read as follows:

See Attachment E for provisions setting forth the terms regarding merger and amendment of the Agreement.

7. Section 16 – Dispute Resolution; Controlling Law; Venue is amended and restated in its entirety to read as follows:

See Attachment E for provisions setting forth the terms of controlling law and venue.

8. Original Exhibit A is replaced with Exhibit A1 (rev. June 1, 2020), attached.

9. Original Exhibit B is replaced with Exhibit B1 (rev. June 1, 2020), attached.

10. Attachment E – Emergency Agreement Provisions is hereby added to this Agreement as attached hereto.

11. All other terms and conditions of Agreement No. 80511F20D006 dated March 26, 2020, between the County and Contractor shall remain in full force and effect.
12. This Amendment, including revised Exhibits A1 and B1 and Attachment E hereto and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

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

For Contractor: SERVPRO of Palo Alto

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

County Signature

Date

County Name, Title (please print)

Exhibit A1 (revised June 1, 2020)

In consideration of the payments set forth in this Agreement, Contractor shall provide the following services:

- Disinfection and Sanitation of Quarantine, Isolation, and Intake sites located within San Mateo County
 - Sites include but are not limited to:
 - RV Trailers
 - Hotel Rooms
 - Office Spaces
- COVID-19 Response On-Call Services

Scope of Cleaning Protocol

Cleaning Steps:

All nonporous surfaces will be cleaned with a general purpose cleaner: SERVPRO Orange and warm water with towel agitation, which will remove the soil that harbors the infectious agents. Following the cleaning, SERVPRO will use SERVPROxide to disinfect all surfaces that are nonporous. For the carpeted and fabric areas, these will be sanitized with the SERVPROoxide spray. Carpeted areas and upholstery will be sanitized with the SERVPROxide. Walls will be cleaned and sanitized up to eight feet high in quarantine rooms. Surfaces which will be cleaned and/or disinfecting based on porosity would include but are not limited to:

Kitchen/Food Area	Bathrooms	Classrooms	Offices
Tables and chairs	Bathroom stalls	book covers and binders	carpets
countertops	countertops	carpets	chairs
Soap dispensers	cabinets/vanities and pulls	chairs	telephones
Doorknobs, cabinets, and pulls	doorknobs	computer equipment	Computer equipment
floors-hard surfaces/wood	floors-hard surfaces/wood	countertops	countertops
mats	handrails	doorknobs	doorknobs
food contact surfaces, table tops	Light switches	floors-hard surfaces/wood	floors-hard surfaces/wood
Light switches	paper towel/napkin dispenser	small hard surface items	Light switches
paper towel/napkin dispensers	Diaper changing station	Light switches	rugs
Push doors	Sinks and sink hardware	Mats	Shared office equipment
Salt and pepper shakers	Soap dispensers	Paper towel / napkin dispensers	Tabletops / desktops
Sink hardware	Toilets	Rugs	Water fountains

A part of the scope of work will include protective measures such as isolation and containment, PPE, safety training, and supervision of safe work practices to ensure the health and safety of occupants and workers.

Personal Protective Equipment (PPE)

Personal protective equipment will be provided by the Contractor and will be used to maintain worker health and safety.

Respirators: Full face respirators will be used due to potential respiratory exposure, tight fitted respirators will be worn with P100 filters.

Coveralls: coveralls with attached hood and boots will be worn by all workers.

Gloves: Disposable gloves will be used, two pairs (one inner and one outer).

Tape: Tape will be used to seal gloves to coveralls and seal any gaps.

Cleanup and Disinfecting Procedures

These procedures focus on the critical role cleaning plays in preventing the transmission of viruses. Cleanup procedures may vary depending on the environment, but the general guideline includes [1] cleaning of porous and non-porous surfaces, [2] disinfecting of non-porous surfaces, [3] cleaning and disinfecting of equipment, tools, and/or supplies used for cleanup process, and [4] disposal of waste.

1. Cleaning of Porous and Non-porous Surfaces

Porous materials like carpet, area rugs, upholstered items, and draperies that are not water sensitive, can be wet cleaned using a Hot Water Extraction or Deluxe Preconditioner and Rinse method. Carpets can also be sanitized with ServprOXIDE™.

Non-porous materials like hard surface floors, cabinets, countertops, doorknobs, and plumbing fixtures can be wet cleaned using a variety of SERVPRO hard surface cleaners (general purpose cleaners) and cleaning methods.

2. Disinfecting of Non-porous Surfaces

The CDC describes disinfecting as killing germs on surfaces or objects. Disinfecting works by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.

ServprOXIDE™ is a hospital-grade disinfectant that has demonstrated effectiveness against viruses similar to SARS-CoV-2 on hard, non-porous surfaces. Per the CDC, this product can be used against SARS-CoV-2 when used in accordance with the directions for use against Norovirus Feline Calicivirus and Canine Parvovirus, Strain Cornell-780916, ATCC VR-2016 on hard, non-porous surfaces. In addition,

ServprOXIDE™ currently has EPA-approved claims for Feline coronavirus (Strain WSU 79-1683, ATCC VR 989) and Canine coronavirus (Strain 1-71, ATCC VR-809). As with all emerging-type pathogens, proper PPE use is of the utmost importance.

These disinfectants will be applied using a spray bottle, pump-up sprayer, electric sprayer, or ULV Mister and must dwell on the surface for 10 minutes.

3. Cleaning and Disinfecting of Equipment, Tools, and/or Supplies Used for Cleanup Process

Any equipment, tools, and/or supplies used for the cleanup process will be cleaned and disinfected using the cleaning methods described in step 1 and 2. This is to ensure that potential contamination is not moved to other parts of the structure.

4. Debris and linen in rooms will be separately double-bagged by cleaning staff.

5. Disposal of Waste

All used gloves and disposable respirators will be bagged and removed.

Preparations for Cleanup Protocol

In preparation for cleaning, for office spaces —County of San Mateo should notify staff that disinfection services will be provided and that all paperwork and items on surfaces in their work area should be removed or stored properly prior to the scheduled cleaning. Computers should be turned off in possible so that keyboards and computers, mouse will be cleaned as well.

Scheduling

- 1 County will contact the Contractor via email with location address, site contact information and number of offices and/or hotel rooms to be serviced**
- 2 Response time for offices will be 2 days, response time for hotel rooms will be 24 hours**

Exhibit B1 (rev. June 1, 2020)

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

Pricing for Cleanup

The pricing is CAT 3 heavy cleaning of quarantine rooms on an on-call basis. Since room sizes and trailer sizes vary, per room pricing is included below.

Cleaning includes and is not limited to: walls 8ft and down, all nonporous surfaces, bed frames, night stands, floors, fixtures, doors, handles, cabinets, window areas, desks, kitchens, appliances, remote controls, tables, chairs.

Assumptions: confirmed cases in quarantine and assuming daytime weekly schedule; multiple rooms potentially turned over weekly. New PPE which is provided by Contractor will be donned and doffed per room.

Per room pricing will be \$500.

The fixed price includes all of the services listed below:

- Cleaning and disinfection supplies
- Debris removal
- Linen bagging
- PPE – safety materials
- Labor – technicians
- Service Call

For office buildings the square foot pricing will be as follows:

\$1.00 per square foot – assuming confirmed case

\$0.50 per square foot – precautionary cleaning

SERVPRO is able to mobilize resources in one day to start the cleaning and disinfection process. SERVPRO will need to work in isolation and in PPE, therefore staff and other associates will need to be informed that these areas are off limits while the cleaning is in progress.

In no event shall the County's total fiscal obligation exceed \$500,000.

Attachment E – Emergency Agreement Provisions

A. Termination

This Agreement may be terminated by Contractor or by the Director of Emergency Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination. Subject to availability of funding, Contractor shall be entitled to receive payment on a prorated basis for work/services actually completed and delivered prior to termination of the Agreement and for which there is no dispute.

B. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after CalOES closes out the County's application for reimbursement. County will notify Contractor of any audit release date after which Contractor shall no longer be required to maintain the records referenced herein. Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

C. Merger Clause; Amendments

The Agreement, including the Exhibits and Attachments attached to the Agreement and incorporated by reference, constitutes the sole Agreement of the parties to the Agreement and correctly states the rights, duties, and obligations of each party as of the Agreement's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of

the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to the Agreement, the provisions of the body of the Agreement shall prevail; provided, however, that, in the event that any term, condition, provision, requirement, or specification set forth in the body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in Attachment E, the provisions of Attachment E shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

D. Dispute Resolution; Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California. In the event of breach or other dispute arising out of this Agreement, County reserves the right to pursue all remedies, legal, contractual, administrative or otherwise against Contractor, including the recovery of any sanctions and penalties authorized by law.

E. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Contractor agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, throughout the term of this Agreement and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency ("EPA")-designated items unless the product cannot be acquired. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. Access to Records.

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

H. Clean Air Act and Water Pollution Act Compliance

(1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act, as amended 33 U.S.C. 1251. et. seq.

(2) Contractor agrees to report each violation to the County understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file with the County the required certification (see below). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The required certification shall state the following (see 44 C.F.R. Appendix A to Part 18):

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

J. Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.