

**AMENDMENT NO. 1 TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
FLAGSHIP FACILITY SERVICES, INC.
FOR
CITYWIDE JANITORIAL SERVICES**

This **Amendment No. 1** (“Amendment”) is made by and between the City of San Leandro (“City”) and Flagship Facility Services, Inc. (“Contractor”) (together sometimes referred to as the “Parties”) as of July 1, 2019, and amends that certain Non-Professional Services Agreement (“Agreement”) dated November 6, 2017, between the Parties.

WHEREAS, City and Contractor have executed the Agreement, pursuant to which Contractor has provided certain services to City with regard to janitorial services; and

WHEREAS, the Parties desire to amend the Agreement to extend the term for the 2019-2020 fiscal year and increase the annual service contract price by 3.87%.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled “Term of Services” is hereby amended to extend the term from July 1, 2019, to June 30, 2020; and

2. Section 2 of the Agreement entitled “Compensation” is hereby amended to pay Contractor a sum not to exceed \$59,139.55 per month for a total of \$709,674.60 plus an amount not to exceed \$18,652.20 for additional unscheduled services for fiscal year 2019-2020; and

3. Exhibit A of the Agreement entitled “Scope of Services” is hereby amended to read:

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.4 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be

electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

4.5 Remedies. (Renumbered – as originally stated)

4. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended as attached; and

5. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

FLAGSHIP FACILITY SERVICES, INC.

Jeff Kay, City Manager

Dan Lent, Vice President of Operations

Attest:

Leticia I. Miguel, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

687-18-001-5350

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

(2018)

**Flagship for City San Leandro
July 2017 through June 2019**

Exhibit B

	LOCATION	July 2018 - June 2019 Per Month	July 2018 - June 2019 Yearly (Per Month x 12)
A	City Hall	\$ 7,156.12	\$ 85,873.49
B	Public Safety Building	\$ 2,050.23	\$ 24,602.78
C	South Offices/Theater	\$ 1,239.38	\$ 14,872.58
D	Main Library	\$ 8,206.68	\$ 98,480.17
E	Public Works Service Center	\$ 2,208.41	\$ 26,500.93
F	Marina Community Center	\$ 2,149.09	\$ 25,789.14
G	Washington Manor Rec. Center	\$ 646.72	\$ 7,760.64
H	Halcyon Park Rec. Center	\$ 646.72	\$ 7,760.64
I	Mulford Marina Branch Library	\$ 458.07	\$ 5,496.84
J	Manor Branch Library	\$ 1,887.16	\$ 22,645.88
K	South Branch Library	\$ 463.68	\$ 5,564.16
L	History Museum	\$ 644.49	\$ 7,733.93
O	Boys & Girls Club	\$ 2,979.74	\$ 35,756.93
P	Water Pollution Control Plant + New WPCP Bldg	\$ 3,208.14	\$ 38,497.65
Q	Marina Office & Restrooms	\$ 3,075.74	\$ 36,908.89
R	Senior Community Center	\$ 3,628.79	\$ 43,545.51
S	Parking Garage Elevator Cleaning	\$ 461.37	\$ 5,536.46
T	Commercial Kitchen Cleaning	\$ 1,800.90	\$ 21,610.80
U	Food Composting	\$ 1,314.45	\$ 15,773.40
V	Chair Cleaning	\$ 1,256.49	\$ 15,077.88
W	San Leandro Family Aquatic Center	\$ 2,930.00	\$ 35,160.00
	Total	\$ 48,412.39	\$ 580,948.70

July 2019 - June 2020 Per Month	July 2019 - June 2020 Yearly (Per Month x 12)
\$ 7,433.07	\$ 89,196.80
\$ 2,129.58	\$ 25,554.91
\$ -	\$ -
\$ 8,524.28	\$ 102,291.35
\$ 2,293.88	\$ 27,526.51
\$ 2,232.26	\$ 26,787.18
\$ 671.75	\$ 8,060.97
\$ 671.75	\$ 8,060.97
\$ 475.80	\$ 5,709.57
\$ 1,960.19	\$ 23,522.28
\$ 481.62	\$ 5,779.49
\$ 669.44	\$ 8,033.24
\$ 3,095.06	\$ 37,140.72
\$ 3,332.29	\$ 39,987.51
\$ 3,194.77	\$ 38,337.26
\$ 3,769.23	\$ 45,230.72
\$ 479.23	\$ 5,750.72
\$ 1,870.59	\$ 22,447.14
\$ 1,365.32	\$ 16,383.83
\$ 1,305.12	\$ 15,661.39
\$ 3,032.55	\$ 36,390.60
\$ 48,987.76	\$ 587,853.18

E Jail/City Hall/S. Offices Day Porter (8 hours 5days wk and 4hrs Sat/Su) per week	Day Porter (8 hours 5days wk and 4hrs Sat/Su) - per month pricing listed here	\$5,383.55	\$ 64,602.63
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\$5,591.90	\$ 67,102.75
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Combined Janitorial and Day Services	\$ 53,795.94	\$ 645,551.33
Consumables + Tax	\$ 4,390.00	\$ 52,680.00
Service Contract Total	\$ 58,185.94	\$ 698,231.33

\$ 54,579.66	\$ 654,955.93
\$ 4,559.89	\$ 54,718.72
\$ 59,139.55	\$ 709,674.65

Additional Services:

B Spray buff terrazzo and marble floors	City Hall and Main Library - change from weekly to monthly, we will do with our site Lead	\$ -	\$ -
C Wax and buff vinyl tile floors	public works, police service bldg, marina, water pollution, cp2, rec bldg, family aquatic, boys& girls, craft room at sr center, city hall, dance floor at Marina Cmty Cntr, Main Library including dance floor - change to 2x per year (then Strip below 1x per year so 3 services per year)	\$ 3,208.50	\$ 9,625.50
D Dusting of library collections	2x per year	\$ 439.88	\$ 879.75
J Stripping and Refinishing VCT and Linoleum Floors	Strip and refinish VCT floors in all Bldgs 1x per year	\$ 5,382.00	\$ 5,382.00
K Interior and Exterior Window Washing	Manor Branch Library 4x per year	\$ 517.50	\$ 2,070.00
Annual Alternates Total			\$ 17,957.25

\$ -	\$ -
\$ 3,332.67	\$ 9,998.01
\$ 456.90	\$ 913.80
\$ 5,590.28	\$ 5,590.28
\$ 537.53	\$ 2,150.11
	\$ 18,652.20

Combined Budget Proposed above	July 2018 - June 2019	\$ 663,508.58
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July 2019 - June 2020	\$ 673,608.13
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2019-2020 Attachment 5 Rates		City San Leandro	submitted by Flagship		
New minimum is \$16.20 per hr pay rate					
Job Class	rate type	base labor rate	direct and indirect overhead	markup	total hrly rate
Supervisor/Lead	straight	\$23.00	\$13.88	\$0.37	\$37.25
	overtime	\$34.50	\$17.97	\$0.39	\$52.86
Day Porter/Matron	straight	\$17.00	\$10.73	\$0.29	\$28.02
	overtime	\$25.50	\$14.12	\$0.32	\$39.94
Night Janitor	straight	\$16.20	\$10.22	\$0.28	\$26.70
	overtime	\$24.30	\$13.45	\$0.31	\$38.06
Floor/Utility	straight	\$22.00	\$13.88	\$0.37	\$36.25
	overtime	\$33.00	\$17.91	\$0.39	\$51.30
additional service request					
Service during normal janitorial work on a weekday with no less than 24 hour notice	1	\$28.02			
Service outside normal janitorial work on a weekday with no less than 24 hour notice	2	\$42.52			
Service during normal janitorial work on a weekday with less than 24 hour notice	3	\$39.75			
Service outside normal janitorial work on a weekday with less than 24 hour notice	4	\$53.91			