

**AMENDMENT NO. 2 TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
FLAGSHIP FACILITY SERVICES, INC.
FOR
CITYWIDE JANITORIAL SERVICES**

This **Amendment No. 2** (“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, 2020, 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 2020-2021 fiscal year and increase the annual service contract price by 3.31%.

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, 2020, to June 30, 2021; and

2. Section 2 of the Agreement entitled “Compensation” is hereby amended to pay Contractor a sum not to exceed \$62,824.05 per month for a total of \$753,888.60 plus an amount not to exceed \$19,269.60 for additional unscheduled services for fiscal year 2020-2021; and

3. Section 3 of the Agreement entitled “Facilities and Equipment” is hereby amended to include:

3.2 Novel Coronavirus (COVID-19)

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-

to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Contractor shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, and local health agencies and any preventative measures specifically implemented by the City. Contractor agrees that when entering any City buildings, Contractor will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Contractor shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Contractor shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, and when entering City buildings.

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.

DocuSigned by:
Jeff Kay
C82A697A18A54E3
Jeff Kay, City Manager

DocuSigned by:
Daniel Lent
245A290D23424E6...
Dan Lent, Vice President of Operations
Contractor's Signature

Attest:

DocuSigned by:
Leticia I. Miguel
575DDE0FDA5642B...
Leticia I. Miguel, City Clerk



Budget Approved:

Approved as to Fiscal Authority:

DocuSigned by:
Chui Mun (Susan) Hsieh
4E0EC2E4187D4DE
Susan Hsieh, Finance Director

687-18-001-5350
Account Number

Approved as to Form:

DocuSigned by:
Richard Pio Roda
7B41538E6D5E470
Richard D. Pio Roda, City Attorney

DocuSigned by:
Debbie Pollart
79AD79F86F05400...
Debbie Pollart, Public Works Director
Department Head's Signature

**Flagship for City San Leandro
July 2020 through June 2021**

| | LOCATION | July 2019 - June 2020 Per Month | July 2019 - June 2020 Yearly (Per Month x 12) |
|--------------|---|------------------------------------|---|
| A | City Hall | \$ 7,433.07 | \$ 89,196.80 |
| B | Public Safety Building | \$ 2,129.58 | \$ 25,554.91 |
| C | South Offices/Theater | | \$ - |
| D | Main Library | \$ 8,524.28 | \$ 102,291.35 |
| E | Public Works Service Center | \$ 2,293.88 | \$ 27,526.51 |
| F | Marina Community Center | \$ 2,232.26 | \$ 26,787.18 |
| G | Washington Manor Rec. Center | \$ 671.75 | \$ 8,060.97 |
| H | Halcyon Park Rec. Center | \$ 671.75 | \$ 8,060.97 |
| I | Mulford Marina Branch Library | \$ 475.80 | \$ 5,709.57 |
| J | Manor Branch Library | \$ 1,960.19 | \$ 23,522.28 |
| K | South Branch Library | \$ 481.62 | \$ 5,779.49 |
| L | History Museum | \$ 669.44 | \$ 8,033.24 |
| O | Boys & Girls Club | \$ 3,095.06 | \$ 37,140.72 |
| P | Water Pollution Control Plant + New WPCP Bldg | \$ 3,332.29 | \$ 39,987.51 |
| Q | Marina Office & Restrooms | \$ 3,194.77 | \$ 38,337.26 |
| R | Senior Community Center | \$ 3,769.23 | \$ 45,230.72 |
| S | Parking Garage Elevator Cleaning | \$ 479.23 | \$ 5,750.72 |
| T | Commercial Kitchen Cleaning | \$ 1,870.59 | \$ 22,447.14 |
| U | Food Composting | \$ 1,365.32 | \$ 16,383.83 |
| V | Chair Cleaning | \$ 1,305.12 | \$ 15,661.39 |
| W | San Leandro Family Aquatic Center | \$ 3,032.55 | \$ 36,390.60 |
| X | Farrelly Pool | | |
| Total | | \$ 48,987.76 | \$ 587,853.18 |

| | July 2020 - June 2021 Per Month | July 2020 - June 2021 Yearly (Per Month x 12) |
|----|------------------------------------|---|
| \$ | 7,679.10 | \$ 92,149.21 |
| \$ | 2,200.06 | \$ 26,400.77 |
| \$ | 2,000.00 | \$ 24,000.00 |
| \$ | 8,806.43 | \$ 105,677.19 |
| \$ | 2,369.80 | \$ 28,437.64 |
| \$ | 2,306.15 | \$ 27,673.83 |
| \$ | 693.98 | \$ 8,327.79 |
| \$ | 693.98 | \$ 8,327.79 |
| \$ | 491.55 | \$ 5,898.56 |
| \$ | 2,025.07 | \$ 24,300.87 |
| \$ | 497.57 | \$ 5,970.79 |
| \$ | 691.59 | \$ 8,299.14 |
| \$ | 1,600.00 | \$ 19,200.00 |
| \$ | 3,442.59 | \$ 41,311.10 |
| \$ | 3,300.52 | \$ 39,606.22 |
| \$ | 3,893.99 | \$ 46,727.86 |
| \$ | 495.09 | \$ 5,941.07 |
| \$ | 1,932.51 | \$ 23,190.14 |
| \$ | 1,410.51 | \$ 16,926.14 |
| \$ | 1,348.32 | \$ 16,179.79 |
| \$ | 3,132.93 | \$ 37,595.13 |
| \$ | 1,500.00 | \$ 18,000.00 |
| \$ | 52,511.75 | \$ 630,141.04 |

| | | | |
|--|---|------------|--------------|
| 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 | \$5,591.90 | \$ 67,102.75 |
|--|---|------------|--------------|

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| | \$5,776.99 | \$ 69,323.85 |
|--|------------|--------------|

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|---|--------------|---------------|--------------|---------------|
| Combined Janitorial and Day Services | \$ 54,579.66 | \$ 654,955.93 | \$ 58,288.74 | \$ 699,464.89 |
| Consumables + Tax | \$ 4,559.89 | \$ 54,718.72 | \$ 4,535.31 | \$ 54,423.71 |
| Service Contract Total | \$ 59,139.55 | \$ 709,674.65 | \$ 62,824.05 | \$ 753,888.60 |

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 polution, 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) | \$ 3,332.67 | \$ 9,998.01 |
| D Dusting of library collections | 2x per year | \$ 456.90 | \$ 913.80 |
| J Stripping and Refinishing VCT and Linoleum Floors | Strip and refinish VCT floors in all Bldgs 1x per year | \$ 5,590.28 | \$ 5,590.28 |
| K Interior and Exterior Window Washing | Manor Branch Library 4x per year | \$ 537.53 | \$ 2,150.11 |
| Annual Alternates Total | | | \$ 18,652.20 |

| | |
|-------------|---------------------|
| \$ - | \$ - |
| \$ 3,442.98 | \$ 10,328.94 |
| \$ 472.02 | \$ 944.04 |
| \$ 5,775.32 | \$ 5,775.32 |
| \$ 555.32 | \$ 2,221.28 |
| | \$ 19,269.58 |

| | | |
|---------------------------------------|------------------------------|----------------------|
| Combined Budget Proposed above | July 2019 - June 2020 | \$ 673,608.13 |
|---------------------------------------|------------------------------|----------------------|

| | |
|------------------------------|----------------------|
| July 2020 - June 2021 | \$ 773,158.18 |
|------------------------------|----------------------|