



**Contract Number**

18-663 A-1

**SAP Number**

4400009158 A-1

## Real Estate Services Department Facilities Management

<b>Department Contract Representative Telephone Number</b>	Richard Ayala (909) 387-5111
<b>Contractor</b>	Guadalupe Medina dba Santa Fe Building Maintenance
<b>Contractor Representative Telephone Number</b>	Irineo Nuno (909) 606-2756
<b>Contract Term</b>	10/1/18 – 9/30/21
<b>Original Contract Amount</b>	\$ 484,020
<b>Amendment Amount</b>	\$ 40,000
<b>Total Contract Amount</b>	\$ 524,020
<b>Cost Center</b>	7303001000

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1  
CONTRACT NO. 18-663  
CUSTODIAL SERVICES CONTRACT  
SANTA FE BUILDING MAINTENANCE**

The following is an amendment to Contract No. 18-663 between Guadalupe Medina dba Santa Fe Building Maintenance (hereinafter "Contractor") and the County of San Bernardino (hereinafter "County") for custodial services on the premises located at:

- Fontana Courthouse – 17780 Arrow Blvd., Fontana
- Fontana Sheriff – 17780 Arrow Blvd., Fontana
- Probation (1<sup>st</sup> Floor) – 17730 Arrow Blvd., Fontana
- Probation (2<sup>nd</sup> Floor) – 17730 Arrow Blvd
- Jury Assembly Room – 17780 Arrow Blvd., Fontana

**1. REPLACE Section 1 with the following:**

The complete Contract includes all of the Contract Documents, to wit:

- A. CONTRACTOR'S proposal dated July 9, 2018 (referenced but not attached)
- B. Scope of Work (Attachment "A")
- C. Cost Per Site for normal and temporary services (Attachment "B")

And they are included in their entirety as a part of this Contract by reference thereto.

**2. REPLACE Section 3. TERM OF CONTRACT with the following:**

This Contract is effective as of October 1, 2018 and expires on September 30, 2021 but may be terminated earlier in accordance with the provisions of this Contract, including but not limited to Section 6.A.7.

**3. ADD Section 4.I CONTRACTOR RESPONSIBILITIES as follows:**

Provide COVID-19 State of Emergency services as more fully set forth in Attachment A, Section I.K. Upon request by the County, provide a written estimate for the cost of any COVID-19 related work to be performed. Said estimate shall include the cost for all labor, supplies, material, taxes, insurance and any other costs required to perform the work. Such services shall be provided only upon written authorization by the County as more fully set forth in Section 7.A.

**4. ADD Section 4.J CONTRACTOR RESPONSIBILITIES as follows:**

During the COVID-19 State of Emergency, CONTRACTOR shall follow all state and local laws and policies re use of face coverings and personal protective equipment (PPE). In the event of a known discovery of COVID-19 exposure, CONTRACTOR and its employees must use PPE when rendering services.

**5. REPLACE Section 7.A FISCAL PROVISIONS, with the following: COUNTY will compensate CONTRACTOR for its services under this Contract the total amount of \$13,445 dollars per month, one month in arrears. In addition, during the declared State of Emergency, County will compensate CONTRACTOR for additional COVID-19 related services, if such services are requested by the County in writing (not to exceed \$40,000). CONTRACTOR acknowledges the COVID-19 related services shall be on an on-call basis and there is no guarantee of a minimum amount of work that will be assigned to CONTRACTOR. CONTRACTOR will only be compensated for COVID-19 related work performed following receipt of written or email authorization from the real Estate Services department-Facilities Management Division, approving the work and the estimate provided by Contractor. CONTRACTOR shall include the written or email authorization with any email provided by contractor. The maximum amount of payment under this CONTRACTOR shall not exceed \$524,020 dollars.**

**6. REPLACE Section 14 L.5 INSURANCE with the following:**

The total number of workers to be employed under this Contract is three (3), and shall be paid \$13.00 per hour starting the 1<sup>st</sup> of each month. Beginning January 1, 2021, all workers employed under this Contract shall be paid \$14.00 per hour. Beginning January 1, 2022, all workers employed under this Contract shall be paid \$15.00 per hour.

**7. ADD Section 29 CONTRACT EXECUTION as follows:**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party

whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request

8. ADD to Attachment A (Scope of Work) as follows:

Section I.K. COVID-19 State of Emergency Services

1. CONTRACTOR shall provide custodial services as needed on an on-call basis upon written request by County, for additional daily requirement including wipe down of all touch surfaces, handles, and countertops.
2. CONTRACTOR shall provide additional services to sanitize work areas upon written request by County.
3. During the COVID-19 State of Emergency, CONTRACTOR shall follow all state and local laws and policies re use of face coverings and personal protective equipment (PPE). In the event of a known discovery of COVID-19 exposure, CONTRACTOR and its employees must use PPE when rendering services.

9. ADD ATTACHMENT B, COST PER SITE, included in this Amendment.

10. All other terms and conditions of this Contract shall remain the same.

IN WITNESS WHEREOF, the County of San Bernardino and the CONTRACTOR have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

GUADALUPE MEDINA dba SANTA FE BUILDING MAINTENANCE



By   
(Authorized signature - sign in blue ink)

Gary McBride, Chief Executive Officer, County Administrative Office

Dated: 5/7/20  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name \_\_\_\_\_  
(Print or type name of person signing contract)

  
Lynna Michell  
Clark of the Board of Supervisors  
Of the County of San Bernardino

Title \_\_\_\_\_  
(Print or Type)

By 

Dated: 5/7/2020

Address \_\_\_\_\_

FOR COUNTY USE ONLY

Approved as to Legal Form  
  
Katherine M. Hardy, Deputy County Counsel

Reviewed for Contract Compliance  
▶ \_\_\_\_\_

Reviewed/Approved by Department  
  
Bill Ogg, Deputy Director, Real Estate Services  
Department - Facilities Management Division

Date 5-5-20

Date \_\_\_\_\_

Date 5-5-2020

**ATTACHMENT B  
COST PER SITE**

**Lot 1 – Routine Service**

Location	Address	Monthly Total	Contract Total
Fontana Courthouse	17780 Arrow Blvd. Fontana	\$ 7,853	\$ 282,708
Sheriff	17780 Arrow Blvd. Fontana	\$ 1,270	\$ 45,720
Probation (1 <sup>st</sup> Floor)	17730 Arrow Blvd. Fontana	\$ 1,636	\$ 58,896
Probation (2 <sup>nd</sup> Floor)	17730 Arrow Blvd. Fontana	\$ 1,636	\$ 58,896
Jury Assembly Room	17780 Arrow Blvd. Fontana	\$ 350	\$ 12,600
<b>Grand Total</b>		<b>\$ 12,745</b>	<b>\$ 458,820</b>

**Lot #1 Special Requirements**

Service	Frequency	Covid-19 Service	Monthly Cost	Contract Total
pressure wash (Courthouse entrance/sidewalk)	twice monthly	-	\$ 350	\$ 12,600
exterior windows (Courthouse front entrance)	twice monthly	-	\$ 350	\$ 12,600
<b>Not to exceed amount for COVID-19</b>		\$ 40,000	-	\$ 40,000
<b>Special Requirements Total</b>		-	\$ 700	\$ 65,200

**Note: Additional services requested in writing and related to the COVID-19 State of Emergency may be terminated prior to expiration of the contract term and there is no guarantee of a minimum amount of work that will be assigned to the Contractor.**