THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number
17-673 A-2

SAP Number
4400001538 A-2

Real Estate Services Department
Facilities Management

Department Contract Representative	Jana Kay Norris
Telephone Number	(909) 387-5109
Contractor	Kim Gardner, Inc. dba Master Janitorial Maintenance
Contractor Representative	James Dukes
Telephone Number	(562) 988-7901
Contract Term	08/01/17 – 07/31/21
Original Contract Amount	$ 303,964.20
Amendment 1 Not to Exceed Amount	$ 40,000.00
Amendment 1 Contract Extended	$ 50,660.70
Amendment 2 Not to Exceed Amount	$ 10,000.00
Amendment 2 Contract Extended	$ 50,660.70
Total Contract Amount	$ 455,285.60
Cost Center	7303001000

AMENDMENT NO. 2
CONTRACT NO. 4400001538
CUSTODIAL SERVICES CONTRACT
Master Janitorial Maintenance

The following is an amendment to Contract No. 4400001538 between Kim Gardner, Inc. dba Master Janitorial Maintenance (hereinafter "Contractor") and the County of San Bernardino (hereinafter "County") for additional custodial services related to COVID-19 Pandemic and contract extension on the premises located at the addresses below:

- Jerry Lewis County Government Center – 15900 Smoketree Street, Hesperia
- Phelan Sheriff's – 4050 Phelan Rd., Victorville

1. **REPLACE Summary of Contract Documents** with the following:

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

   A. VENDOR'S proposal dated September 10, 2020 to extend services
   B. Scope of Work (Attachment "A" of this Contract)

C. Cost Per Site for normal and temporary services (Attachment "B" of this Contract)

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 August 1, 2017 and expires July 31, 2021 but may be terminated earlier in accordance with provisions of this Contract.

   This Contract includes routine cleaning services and on-call temporary services related to the COVID-19 pandemic for the period August 1, 2017 through July 31, 2021. This Contract may be terminated prior to the expiration of the Contract Term, in accordance with provisions of this Contract.

3. **ADD Section 4.J VENDOR RESPONSIBILITIES** as follows:

   During the COVID-19 State of Emergency, VENDOR 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, VENDOR and its employees must use PPE when rendering services.

4. **REPLACE Section 7.A. FISCAL PROVISIONS**, with the following: The County will compensate the VENDOR for its services under this Contract $8,443.45 monthly, one month in arrears. . **In addition, County will compensate VENDOR for additional COVID-19 related services, if such services are requested by the County in writing (not to exceed $50,000). VENDOR 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 VENDOR.** VENDOR 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 VENDOR. VENDOR shall include the written or email authorization with any email provided by contractor. The maximum amount of payment under this Contract shall not exceed $455,285.60 dollars. The consideration to be paid to VENDOR, as provided herein, shall be in full payment for all VENDOR's services and expenses incurred in the performance hereof, including travel and per diem.

5. **CONTRACT EXECUTION**
   This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

6. **ADD ATTACHMENT B, COST PER SITE with ATTACHMENT B, included in this Amendment.**

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

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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

▶ _____
Leonard X. Hernandez, Chief Executive Officer,
County Administrative Office

Dated: 10/19/2020
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Lynna Monell
Clerk of the Board of Supervisors
Of the County of San Bernardino

By _____

Kim Gardner Inc. dba Master Janitorial Maintenance Inc.

By _____
(Authorized signature - sign in blue ink)

Name James Dukes
(Print or type name of person signing contract)

Title Project Manager
(Print or Type)

Dated: 10.14.2020

Address 620 W. 16 th Street Unit A
Long Beach, CA 90813

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ _____
Katherine M. Hardy, Deputy County Counsel
Date 10-15-20

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ _____
Bill Ogg, Deputy Director, Real Estate Services Department – Facilities Management Division
Date 10/14/2020

ATTACHMENT B
COST PER SITE

LOCATION	ADDRESS	COVID-19 Expenses	Monthly Total	Contract Total
Jerry Lewis County Government Center	15900 Smoketree Street, Hesperia		$ 7,638.45	$ 366,645.60
Phelan Sheriff's	4050 Phelan Rd., Phelan		$ 805.00	$ 38,640.00
Not to exceed amount for COVID-19 related services		$ 50,000	$ 0	$ 50,000.00
Grand Total		$ 50,000	$ 2,196	$ 455,285.60

Note: Additional services requested in writing and related to the 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.