

COUNTY OF SAN MATEO

Inter-Departmental Correspondence

Date: October 31, 2001

Board Meeting Date: November 20, 2001

TO: Honorable Board of Supervisors

FROM: Neil R. Cullen, Director of Public Works

SUBJECT: **Amendment to an Agreement for Janitorial Services at Various County Facilities (Project No. U-006190)**

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to an agreement with Bay Area Maintenance for janitorial services at various County facilities.

Previous Board Action

Authorized execution of an agreement with Bay Area Maintenance for janitorial services at various County facilities.

Key Facts

1. The existing agreement with Bay Area Maintenance, which expires on January 10, 2002, provides for a one-year extension if approved by your Board.
2. The proposed amendment will extend the agreement for one year and provides for janitorial services for the ten (10) County facilities covered by the original agreement, as well as for two new facilities and the expanded area of an existing facility. A summary of the existing facilities that are provided service is attached.

Discussion

We believe that it is cost effective to contract for janitorial services for small outlying facilities and Bay Area Maintenance has provided efficient and economical service for the County during the original term of their agreement. Bay Area Maintenance has also agreed to provide the basic service for the ten (10) facilities at the same cost. We have also negotiated what we believe is a fair price for janitorial services for the expanded area in an existing facility and the two new facilities.

The Not-to-Exceed amount of the original agreement is proposed to be increased by \$308,232 to cover the cost of the service as described below for the one year extension:

\$210,924 - yearly maintenance cost for the ten (10) facilities covered under the existing agreement.

Honorable Board of Supervisors

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October 31, 2001

Board Meeting Date: November 20, 2001

Page 2

\$76,308 - the cost of additional services for the increased area at VRS, 550 Quarry Road, San Carlos; the new leased facility for Mental Health, 300 La Selva Avenue, San Mateo; and the Safe Harbor (Winter Homeless Shelter) at 295 Access Road, South San Francisco.

\$15,050 - a contingency to cover services for Safe Harbor if the shelter remains open for longer than the scheduled five (5) months.


\$6,000 - funds to be used at the discretion of the County for extra and emergent work not specifically covered by the general terms of the agreement.

Fiscal Impact

The original agreement was for \$421,848 (i.e., \$210,924 per year for two years). The proposed amendment will increase the Not-to-Exceed amount of the agreement to \$730,080 (i.e., \$421,848 for the last two years and the \$308,232 for the additional year of service). An appropriation is included in the Maintenance Services Division 2001/2002 Budget for this work and is an ongoing expense. The cost of this work is paid for through Facility Maintenance fees that are charged to the Departments occupying these facilities.

There is no additional impact the General Fund.

A form of resolution and agreement has been approved by County Counsel and Bay Area Maintenance has executed the agreement.



Neil R. Cullen
Director of Public Works

NRC:DJV:GJR:sdd

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File No.: F-36 (309)

Enclosure: Summary of Facilities Provided Janitorial Services Pursuant to the Proposed Amended Agreement

cc: Milt Mares, County Counsel
Donna J. Vaillancourt, Management Services Division Manager
Kathleen D. Hicks, Manager, Facilities Maintenance
Gail Radcliffe, Contract Administrator

Facilities Provided Service Pursuant to the Original Agreement with Bay Area Maintenance

SMC-EPA Government Center,
2415 University Avenue

Public Admin. Bldg./Public Guardian
2694 Middlefield Road

Redwood Junction, restrooms and office area only,
2694 Middlefield Road

Weights and Measures,
702 Chestnut Street

Agricultural Commission,
728 Heller Street

Central County Courts,
800 N. Humboldt Street

Vocational Rehabilitation Center
550 Quarry Road

Half Moon Bay Airport
Coast Highway

Pacifica Branch Library
Hilton and Palmetto Streets

Sanchez Branch Library
111 Terra Nova Boulevard

Resolution No. _____

Board of Supervisors, County of San Mateo, State of California

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**Resolution Authorizing Approval of an Amendment to an Agreement with
Bay Area Maintenance for Janitorial Services at Various County Facilities
(Project No. U-006190)**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the parties have entered into an agreement on January 11, 2000; and

WHEREAS, the parties now wish to further amend the agreement to extend the agreement to January 10, 2003 and to add an additional amount of \$308,232 for continuing and additional janitorial services; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance a first Amendment to an Agreement with Bay Area Maintenance for janitorial services for various facilities located throughout San Mateo County, reference to which is hereby made for further particulars; and

WHEREAS, this Board has reviewed and considered said agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is hereby authorized and directed to approve a first amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**AMENDMENT TO AN AGREEMENT WITH
BAY AREA MAINTENANCE
FOR JANITORIAL SERVICES**

THIS AMENDMENT TO AN AGREEMENT, entered into on this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County", and BAY AREA MAINTENANCE, hereinafter called "Contractor".

W I T N E S S E T H:

WHEREAS, the parties entered into an agreement on January 11, 2000; and

WHEREAS, the parties now wish to amend the agreement to add an additional \$308,232.00 (maximum) to provide continuing and additional janitorial services for a total amount of \$738,080.00, and extend the end date of the agreement to January 10, 2003.

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

The Agreement is amended as follows:

Section 1 is amended to include the following:

Amendment Exhibit "A"

Section 3 is amended to read as follows:

The County agrees to pay, and the Contractor agrees to receive and accept in full Compensation for furnishing all materials, labor and equipment, and for doing all the work completed and embraced in the said contract and amendments, the following sum: **Seven Hundred Thirty Thousand Eighty and No/100 Dollars (\$730,080.00)** for the extended term of the agreement. The above sum includes an a contingency amount of \$15,050 (\$2,150 per month) to be used for services at Safe Harbor (Winter Homeless Shelter) if the Shelter remains open longer than the five (5) scheduled months; and an allowance of **\$6,000** to be used or not used at the discretion of the County for extra and emergent work not specifically covered in the contract specifications or amendment.

Section 4 is amended to read as follows:

It is agreed based on mutual consent of the County and Contractor, that the term of this agreement shall be extended for an additional twelve (12) months under the terms and conditions set forth in the Contract documents and amendment. The extended twelve (12) month period will commence on January 11, 2002 and end on January 10, 2003.

Other

The non-discrimination section of the specifications and contract is hereby amended to add the following:

Non-Discrimination No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state, and local laws, directives and executive orders, regarding non-discrimination for all employees and Subcontractors under this Agreement.

With respect to the provision of employee benefits, all Contractors with contracts over \$5,000 shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years (up to 5 years for equal benefits violation); iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

All other provisions of the agreement as amended remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative's have affixed their hands.

COUNTY OF SAN MATEO

By:

Michael D. Nevin, President
Board of Supervisors
County of San Mateo

BAY AREA MAINTENANCE

Contactor's Name

Print Name and Title

Signature

Attest:

Clerk of Said Board

Exhibit

Janitorial Contract Extension 2002-2003

Location	Change	Original Cost per month	Current Cost per month	Increased Amount per month
Success Center/VRS 550 Quarry Road San Carlos (Section III)	Increased area resulting from remodeling completed after the contract was awarded.	\$2,975	\$5,084	\$2,109
Mental Health Region III 300 La Selva Ave. San Mateo	New Leased Facility Beginning February 1, 2001 .	0	3,350	3,350
Safe Harbor 295 Access Road South San Francisco	Added Facility (Winter Homeless Shelter) Beginning Dec. 16, 2000 (Amendment to Agreement allows for the contingency of 12 month operating cost)	0	2,150	2,150
Change		\$2,975	\$10,284	\$7,609

Success Center/VRS: 5x per week: Includes two new areas not previously under contract:

1st area @ \$619.00/month

2nd area @ \$1,490.00/month

Safe Harbor: 7x per week: \$2,150 per month. (add to Section IV)

For (seasonal) services November – March (Amendment to Agreement allows for the contingency of 12 months operating cost)

La Selva: 5x per week: 3,350/month (add to Section III)

The Board approved the new lease for La Selva on Tuesday (January 9, 2001) The new lease provides that the County provides its own janitorial services. The start date for service would be Feb. 1, 2001