

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 14th day of December, 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and Geil Enterprises d.b.a. Janitorial Inc., a California Corporation, whose address is 1945 N. Helm Avenue, Suite 102, Fresno, CA 93727, (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-21-088, dated March 23, 2021 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide specialized cleaning services at COUNTY's COVID-19 testing sites; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to extend the Agreement by one additional three-month period, effective January 1, 2022 through March 31, 2022, with the option to extend for up to two (2) additional three-month periods.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 1 of the Agreement, "CONTRACTOR SERVICES", located on page one (1), lines 22 through 28, and page 2, lines 1 through 9 in its entirety and replaced with the following:

"CONTRACTOR shall provide cleaning services at COVID-19 testing sites listed in Revised Exhibit A (COVID-19 Testing Sites), which is attached hereto and by this reference incorporated herein. The parties understand that the County's COVID-19 testing sites may change during the term of this Agreement and that the parties may add and delete COVID-19 testing sites, at which CONTRACTOR shall provide cleaning services, to those identified in Revised Exhibit A and Revised Exhibit C (Budget). All additions and deletions of COVID-19 testing sites listed on Revised Exhibit A and Revised Exhibit C may be made upon written approval of both parties. The COUNTY's DPH Director or designee is authorized to execute such additions and deletions of COVID-19 testing sites listed in Revised Exhibit A and Revised Exhibit C on behalf of COUNTY. The additions and deletions of COVID-19 testing sites listed in Revised Exhibits A and C will automatically be incorporated into this Agreement. In no event shall these additions and deletions of COVID-19 testing

1 sites listed in Revised Exhibits A and C result in changes to the not-to-exceed amounts set forth in
2 Section 5 (Compensation/Invoicing) of this Agreement.

3 CONTRACTOR agrees to perform cleaning services, in accordance with Exhibit B
4 (Cleaning process), hereinafter referred to as "Services." Revised Exhibit A, Exhibit B and Revised
5 Exhibit C are all attached hereto and by this reference incorporated herein

6 2. Section 3 of the Agreement, "TERM", located on page 3, lines 24 through 25, is deleted
7 in its entirety and replaced with the following:

8 "The term of this this Agreement shall commence on February 1, 2021 through and
9 including March 31, 2022. This Agreement may be extended by COUNTY for two (2) additional three-
10 month periods upon the same terms and conditions herein set forth, upon approval by both parties no
11 later than thirty (30) days prior to the first day of the next three-month period. The Department of
12 Public Health Director or his or her designee is authorized to execute such written approval on behalf
13 of the COUNTY based on CONTRACTOR's satisfactory performance."

14 3. Section 5 of the Agreement, "COMPENSATION/INVOICING", located on page four (4),
15 is amended to add the following paragraph at page five (5) line one (1):

16 "For the period of January 1, 2022 through and including March 31, 2022, COUNTY
17 agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation based on rates as
18 identified in Revised Exhibit C, as may be amended in accordance with Section 1 (CONTRACTOR
19 SERVICES) of this Agreement. CONTRACTOR shall submit monthly invoices to
20 DPHBOAP@fresnocountyca.gov. Said invoice shall include, by site, the number of days Services
21 were performed and the applicable cost.

22 In no event shall Services performed under this Agreement be in excess of Sixty-Seven
23 Thousand Three Hundred Thirty and no/100 Dollars (\$67,330.00) during the period January 1, 2022
24 through March 31,2022. For the subsequent two three (3) month extension periods under this
25 Agreement (April 1, 2022 through June 30, 2022 and July 1, 2022 through September 30, 2022), in no
26 event shall actual services be in excess of One Hundred Thirty-Eight Thousand Seven Hundred Ten
27 (\$138,710) and No/Dollars. In no event shall services be performed under this Agreement be in
28 excess of Six Hundred Seventy Thousand Two Hundred Sixty and No/100 Dollars (\$670,260) during

1 the entire term if this Agreement.”

2 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
3 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
4 shall be considered the Agreement.

5 The parties agree that this Amendment may be executed by electronic signature as provided in
6 this section. An “electronic signature” means any symbol or process intended by an individual signing
7 this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a
8 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
9 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached
10 to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person
11 signing this Amendment for all purposes, including but not limited to evidentiary proof in any
12 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
13 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil
14 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
15 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
16 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
17 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
18 Amendment is not conditioned upon the parties conducting the transactions under it by electronic
19 means and either party may sign this Amendment with an original handwritten signature.

20 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
21 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
22 in full force and effect.

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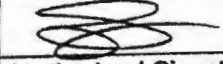
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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR
Gell Enterprises d.b.a Janitorial Inc.



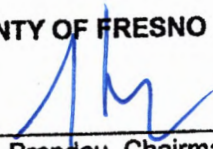
(Authorized Signature)

Roy Hernandez / President
Print Name & Title

1945 N. Kalma Ste. 102

Fresno CA 93727
Mailing Address

COUNTY OF FRESNO



Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 56201019

Account: 7295

OptumServe COVID-19 Test Sites

<u>LOCATION</u>	<u>ADDRESS</u>	<u>SERVICE DAYS</u>
Fresno City College	2100 N. College Ave., Fresno, CA 93741	Tues-Sat
West Fresno Regional Center	142 E. California Ave., Fresno CA 93706	Tues-Sat
Sanger Senior Center	730 Recreation Ave., Sanger CA 93657	Tues-Sat
Selma- Pioneer Village	1880 Art Gonzalez Parkway, Selma CA 93662	Mon-Fri

Janitorial Inc. Cleaning Services Scope of Work

Janitorial Inc. will supply all cleaning chemical, equipment supplies, as well as Personal Protective Equipment (PPE) used during the cleaning process. The PPE kit consists of scrubs or uniform cover, hair cover, gloves, booties, respirator, and eye protection.

Janitorial Inc. will clean the COVID Testing Room, common halls to the restrooms, and the restrooms. Janitorial Inc. will supply all necessary labor, insurance, and supervision to perform the work.

Cleaning Process:

Cleaning staff shall:

1. Put on the PPE kit-Scrubs, gloves, face shield or mask
2. **Spray all touchpoints (not the furniture and surfaces used by testing/vaccinating vendor) using an COVID-19 EPA approved disinfectant and allow for a full 3-minute dwell time before wiping with the microfiber cloth.**
3. Clean restrooms:
 - a. Using a sprayer with disinfectant, clean all touch points and floors.
 - b. Using a microfiber cloth or mop, wipe all of the above areas.
 - c. Clean the inside and outside of all trash receptacles and replace liners.
 - d. Wipe down and disinfect the entire door, top to bottom inside and out including the door jamb.
 - e. Refill all paper and soap dispensers. All consumables will be provided by CLIENT. These include trash liners, toilet tissue, hand towels, hand soap, and toilet seat covers.
4. Clean all floors completely
 - a. Vacuum to leave no debris, hair or otherwise.
 - b. Dust mop the COVID Testing/Vaccination Room, common halls to the restrooms, and the restrooms, wall to wall and under all equipment. The mop head must be dedicated to each area and not utilized elsewhere to eliminate the possibility of cross contamination.
 - c. After completely mopping the floor place the mop head(s) in the trash bag to be discarded at the site.
5. After the cleaning is complete, remove and collect all PPE, mop heads, and microfiber rags, secure them in a plastic bag and throw them away in the trash bin at the site.

COVID-19 Testing Clinics
February 1, 2021 through December 31, 2021

<u>Site Location</u>	<u>Cleaning Days</u>	<u>Daily Cleaning Rate</u>	<u>Cleaning Days</u>	<u>Total Cost</u>
Fresno City College	Tue-Sat	\$300	237	\$71,100
Mosqueda Center	Tue-Sat	\$255	237	\$27,540
West Fresno Regional Center	Tue-Sat	\$255	237	\$27,540
Reedley College	Tue-Sat	\$255	237	\$27,540
Sanger Community Center	Tue-Sat	\$250	237	\$27,000
Selma-Pioneer Village	Tue-Sat	\$255	237	\$27,540
			2/1/21-12/31/21=	\$208,260

COVID -19 Vaccination Clinics
February 1, 2021 through December 31, 2021

<u>Site Location</u>	<u>Cleaning Days</u>	<u>Daily Cleaning Rate</u>	<u>Cleaning Days</u>	<u>Total Cost</u>
Reedley College	Tue-Sat	\$135	237	\$31,995
Future Vaccination Sites (x7)	Tue-Sat	\$135	237	\$223,965
			Vaccination Clinic Cost	
			2/19/21 -12/31/21=	\$255,960
			Total Testing/Vaccination Cost 2/1/21- 12/31/21=	\$464,220

COVID-19 Testing Clinics
January 1, 2022 through September 30, 2022

<u>Site Location</u>	<u>Cleaning Days</u>	<u>Daily Cleaning Rate</u>	<u>Cleaning Days</u>	<u>Total Cost</u>
Fresno City College	Tue-Sat	\$300	194	\$ 58,200
West Fresno Regional Center	Tue-Sat	\$255	194	\$ 49,470
Selma Pioneer Village	Tue-Sat	\$255	194	\$ 49,470
Sanger Senior Center	Mon-Fri	\$250/day + \$100/mo Supplies	192	\$ 48,900
			Total Testing Costs 1/1/22- 9/30/22	\$ 206,040
			Total Testing/Vaccination Costs 2/1/21-9/30/22	\$ 670,260