

**Amendment No. 2
To
Standard Agreement
by and between
County of Monterey and Firato Service Company, Inc.**

This Amendment No. 2 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Firato Service Company, Inc. hereinafter referred to as "CONTRACTOR".

RECITALS:

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into an Agreement for specialized custodial maintenance services and supplies, pursuant to RFP #10742, for the term January 1, 2021 through December 31, 2023 and an amount of \$1,088,749; and

WHEREAS, on January 1, 2021, the COUNTY and CONTRACTOR entered into Amendment No. 1 to incorporate ATTACHMENT A: General Requirements to the Agreement; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to expand services and increase the amount of the Agreement by \$9,000, as specified below.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Section 2.0. Section 2, PAYMENT CONDITIONS, is hereby amended and restated to read in its entirety as follows:

"2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,097,749."

2. EXHIBIT A - Scope of Services/Payment Provisions, is amended and replaced in its entirety with Amendment No. 2 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 2 to EXHIBIT A.
3. Except as provided herein, all remaining terms, conditions and provisions of the

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Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect.

4. A copy of this Amendment No. 2 shall be attached to the original Agreement.
5. The effective date of this Amendment No. 2 is October 18, 2021.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

By: Debra R. Wilson
DocuSigned by: 7B741937AA0D41B...
 Contracts/Purchasing Officer

Date: 10/26/2021 | 12:12 PM PDT

By: Elsa Jimenez
DocuSigned by: C7A20BA59CA8423...
 Director of Health
 Department of Health

Date: 10/26/2021 | 12:15 PM PDT

Approved as to Legal Form:

By: Stacy Saetta
DocuSigned by: COECE1B99F444A9...
 Stacy L. Saetta, Deputy County Counsel

Date: 10/26/2021 | 11:51 AM PDT

Approved as to Fiscal Provisions:

By: Gary Giboney
DocuSigned by: D3834B5EC1D8449...
 Auditor-Controller

Date: 10/26/2021 | 12:01 PM PDT

CONTRACTOR

By: Rich Firato
DocuSigned by: 999214DE70E9428...

Name: Rich Firato

Title: CEO

Date: 10/21/2021 | 6:59 PM PDT

By: Nick Firato
DocuSigned by: 246A88E1C27C4A5...

Name: Nick Firato

Title: Secretary

Date: 10/21/2021 | 7:03 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

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Amendment No. 2 to EXHIBIT A
To Agreement by and between
County of Monterey and Firato Service Company, Inc.

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the provision of specialized custodial maintenance services and supplies as set forth below and in the following Attachments:

- ATTACHMENT A: General Requirements
- ATTACHMENT B: Service Specifications
- ATTACHMENT C: Cleaning Requirements and Frequency
- ATTACHMENT D: Cleaning Checklist
- ATTACHMENT E: Playground Requirements/Specifications
- ATTACHMENT F: Intentionally Reserved
- ATTACHMENT G: Clinic Location Floor Plans

CONTRACTOR shall provide specialized janitorial services primarily in designated exam rooms, waiting areas, offices, common areas, halls, bathrooms and multi-purpose rooms. The Seaside location includes an outdoor playground.

CONTRACTOR shall attend a New Vendor Orientation prior to beginning services. Orientation shall include management representation from both the CONTRACTOR and COUNTY.

CONTRACTOR shall attend individual clinic site walk throughs prior to beginning services. Walk throughs shall be attended by the CONTRACTOR's staff who will be directly responsible for the on-site services.

CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.

B. COMPENSATION / PAYMENT PROVISIONS

County shall pay an amount not to exceed \$1,097,749.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**SERVICE LOCATIONS AND RATE SHEET:
ZONE 1: SALINAS - LAUREL CLINICS**

HEALTH DEPARTMENT LOCATIONS	EST SQ FT	EST SQ FT CARPET	EST SQ FT TILE	EST # EXAM ROOMS	EST # SINKS IN EXAM ROOMS	EST # REST ROOMS	EST # SINKS IN REST ROOMS	EST # TOILETS/ URINALS	EST # OFFICES	EST # STORAGE/LAB/ SOILED UTIL	EST # SHOWERS	EST # BABY CHANGING STATIONS	EST # EXTERNAL SINKS	EST # WATER FOUNTAINS	EST # JANITOR SINKS	EST # TOILET PAPER DISP.	EST # PAPER TOWEL DISP.	EST # SEAT COVER DISP.	EST # LIQUID SOAP DISP.	EST # JANITORIAL CLOSETS	FREQUENCY OF SERVICE	TOTAL MONTHLY FLAT RATE (COMPLETE THIS SECTION)	EQUIVALENT PRICE PER A SQ FT (COMPLETE THIS SECTION)
Laurel Internal Medicine Clinic 1441 Constituion Blvd, 151, Suite 16 Salinas, CA 93906	7,410	1619	5,791	12	12	5	5	1	13	4	0	1	1	0	0	5	19	14	10	0	Five Day + Noon	\$2,964.00	0.40
Laurel Pediatrics 1441 Constituion Blvd, Building 200, Suite 101 Salinas, CA 93906	11,985	754	11,231	27	27	4	4	4	5	4	0	2	9	2	1	4	44	44	6	1	Five Day + Noon	\$4,794.00	0.40
Laurel Family Practice 1441 Constituion Blvd., Bldg 400, Ste 300 Salinas, CA 93906	15,073	0	15,073	29	29	8	10	11	12	9	0	6	0	2	1	10	40	10	55	1	Five Day + Noon	\$6,029.12	0.40
Laurel Vista 1441 Constituion Blvd., Bldg 400, Ste 301 Salinas, CA 93906	3,396	0	3,396	8	8	2	2	2	1	1	0	1	0	0	0	2	10	2	10	0	Five Day + Noon	\$1,358.49	0.40
NIDO 1441 Constituion Blvd, Building 760 Salinas, CA 93906	2,600	269	2,331	4	4	2	2	2	3	2	0	0	2	0	0	2	3	2	2	0	Five Day + Noon	\$1,040.00	0.40
ALL ZONE1 LOCATIONS:	40,464	2642	37,822	80	80	21	23	20	34	20	0	10	12	4	2	23	116	72	83	2	Five Day + Noon	\$16,185.62	0.40

**SERVICE LOCATIONS AND RATE SHEET
ZONE 2: SALINAS - ALISAL HEALTH CENTER**

HEALTH DEPARTMENT LOCATIONS	EST SQ FT	EST SQ FT CARPET	EST SQ FT TILE	EST # EXAM ROOMS	EST # SINKS IN EXAM ROOMS	EST # REST ROOMS	EST # SINKS IN REST ROOMS	EST # TOILETS/ URINALS	EST # OFFICES	EST # STORAGE/LAB/ SOILED UTIL	EST # SHOWERS	EST # BABY CHANGING STATIONS	EST # EXTERNAL SINKS	EST # WATER FOUNTAINS	EST # JANITOR SINKS	EST # TOILET PAPER DISP.	EST # PAPER TOWEL DISP.	EST # SEAT COVER DISP.	EST # LIQUID SOAP DISP.	EST # JANITORIAL CLOSETS	FREQUENCY OF SERVICE	TOTAL MONTHLY FLAT RATE (COMPLETE THIS SECTION)	EQUIVALENT PRICE PER A SQ FT (COMPLETE THIS SECTION)
Alisal Health Center 559 E. Alisal Street, Ste 201 Salinas, CA 93905	11,761	852	10,909	17	17	10	9	10	8	8	0	3	3	2	2	10	31	30	10	2	Five Day + Noon	\$4,704.40	0.40
559 E. Alisal Street, Suite 107	320	0	320	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Five Day + Noon	\$250.00	0.78
ALL Zone 2 LOCATIONS:	11,761	852	10,909	17	17	10	9	10	8	8	0	3	3	2	2	10	31	30	10	2	Five Day + Noon	\$4,954.40	

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SERVICE LOCATIONS AND RATE SHEET																							
ZONE 3: MONTEREY PENINSULA CLINICS																							
HEALTH DEPARTMENT LOCATIONS	EST SQ FT	EST SQ FT CARPET	EST SQ FT TILE	EST # EXAM ROOMS	EST # SINKS IN EXAM ROOMS	EST # REST ROOMS	EST # SINKS IN REST ROOMS	EST # TOILETS/ URINALS	EST # OFFICES	EST # STORAGE/LAB/ SOILED UTIL	EST # SHOWERS	EST # BABY CHANGING STATIONS	EST # EXTERNAL SINKS	EST # WATER FOUNTAINS	EST # JANITOR SINKS	EST # TOILET PAPER DISP.	EST # PAPER TOWEL DISP.	EST # SEAT COVER DISP.	EST # LIQUID SOAP DISP.	EST # JANITORIAL CLOSETS	FREQUENCY OF SERVICE	TOTAL MONTHLY FLAT RATE <u>(COMPLETE THIS SECTION)</u>	EQUIVALENT PRICE PER A SQ FT <u>(COMPLETE THIS SECTION)</u>
Monterey County Health Clinic at Marina 3155 DeForest Road Marina, CA 93933	1,790	354	1,436	4	4	2	2	2	3	1	0	0	5	0	0	2	10	9	2	0	Five Day + Noon	\$1,396.20	0.78
Seaside Family Health Center 1156 Fremont Blvd Seaside, CA 93955	18,572	0	0	34	34	10	11	14	20	15	1	3	7	0	3	12	40	37	12	2	Five Day + Noon	\$7,428.80	0.40
Seaside Family Health CSVS - Dental Space	658	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	Five Day + Noon	\$263.20	0.40
PLAYGROUND @ Seaside Family Health Center (23x29)	667	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Five Day + Noon	\$266.80	0.40
ALL ZONE3 LOCATIONS:	21,687	354	1,436	39	38	12	13	16	24	16	1	3	12	0	3	14	50	46	14	2	Five Day + Noon	\$9,353.00	0.43
** WITH DENTAL SPACE** DO NOT SERVICE OR BILL DENTAL SPACE WITHOUT WRITTEN AUTHORIZATION FROM COUNTY.																							

** WITH DENTAL SPACE** DO NOT SERVICE OR BILL DENTAL SPACE WITHOUT WRITTEN AUTHORIZATION FROM COUNTY.

1. There shall be no travel reimbursement allowed during this Agreement.
2. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C. CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
3. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
4. **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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5. CONTRACTOR shall submit monthly invoices, referencing Zone and Service Location and other supporting documentation as applicable, with signatures to the following:

Clinic Services Invoices mail to:

Monterey County Health Department
Clinic Services Bureau
1441 Schilling place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@co.monterey.ca.us