

**AMENDMENT NO. 8 TO AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
NMS MANAGEMENT INC.  
for  
JANITORIAL SERVICES  
AGREEMENT NO. 62-2016RH**

The parties to this Amendment No. 8 to Agreement (the “Amendment”) are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and NMS MANAGEMENT, INC., a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Janitorial Services. The agreement is on file in the Office of the District Clerk as Document No. 63943 dated April 27, 2016, as amended by Amendment No. 1, Document No. 65234 dated July 6, 2016, as amended by Amendment No. 2, Document No. 65827 dated November 29, 2016, as amended by Amendment No. 3, Document No. 66705 dated May 22, 2017, as amended by Amendment No. 4, Document No. 67417 dated October 23, 2017, as amended by Amendment No. 5, Document No. 68592 dated June 26, 2018, as amended by Amendment No. 6, Document No. 70058 dated June 19, 2019, as amended by Amendment No. 7, Document No. 70608 dated November 7, 2019 (collectively, the “Agreement”). It is now proposed to increase the agreement amount by \$62,388.93 and amend Attachment A – Scope of Services, Attachment B – Compensation & Invoicing, Exhibit D – Area Description & Estimated Measurements and Exhibit E – Cleaning Frequencies & Time Schedule.

The Parties Agree:

1. **COVID 19 Letter Agreement.** The parties acknowledge and agree that due to Coronavirus Disease 2019 (COVID-19), service levels under the Agreement were adjusted in accordance with the letter agreement dated March 27, 2020 attached hereto as Attachment A (the “COVID-19 Letter Agreement”), pursuant

to which all scheduled janitorial services were temporarily suspended except for daily and weekly services for the Annex Facility of the Administration and Annex Building, and the Sixth Floor and Seventh Floor of the Administration Building. To the extent that the Agreement (as amended by this Amendment) and the COVID-19 Letter Agreement conflict, the terms of the Agreement (as amended by this Amendment) shall control.

2. Section 3.a., **Maximum Expenditure**, shall be revised as follows:
  - a. **Maximum Expenditure**. The expenditure for Scheduled Services under this Agreement for the first three years shall not exceed \$1,881,782.52. Two Option years may be granted at the District's sole discretion. Option Year One shall not exceed \$575,606.69. Option Year Two, if granted, shall not exceed **\$368,262.84**. Additional Services under this Agreement shall not exceed **\$535,336.88**. The new maximum agreement amount shall not to exceed **\$3,360,988.93**. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.
  
3. **ATTACHMENT A, SCOPE OF SERVICES**, Section E.4. (Administration Building and Annex Facility), shall be amended as follows:
  - a. Remove all references to cleaning on the 7<sup>th</sup> Floor and accompanying areas.

4. **ATTACHMENT B, COMPENSATION & INVOICING**, Term 5 tables shall be replaced with the following:

**OPTIONAL-TERM 5 (7/1/20-6/30/21)**

**1. GENERAL SERVICES & PROCUREMENT (GS&P)**

	<b>DESCRIPTION OF SERVICES</b>	<b>UNIT PRICE</b>	<b>FREQUENCY</b>	<b>TOTAL</b>
A	DAILY CLEANING/MONTHLY RATE	\$ 2,228.71	X 12	\$ 26,744.52
B	WEEKLY CLEANING/MONTHLY RATE	\$ 445.74	X 12	\$ 5,348.88
C	PERIODIC CLEANING MONTHLY RATE	\$ 220.31	<b>AS NEEDED</b>	
D	PERIODIC CLEANING QUARTERLY RATE	\$ 110.15	<b>AS NEEDED</b>	
E	PERIODIC CLEANING SEMI-ANNUAL RATE	\$ 220.31	<b>AS NEEDED</b>	

**2. HARBOR POLICE HEADQUARTERS (HPHQ)**

	<b>DESCRIPTION OF SERVICES</b>	<b>UNIT PRICE</b>	<b>FREQUENCY</b>	<b>TOTAL</b>
A	DAILY CLEANING/MONTHLY RATE	\$ 3,358.87	X 12	\$ 40,306.44
B	WEEKLY CLEANING/MONTHLY RATE	\$ 480.22	X 12	\$ 5,762.64
C	PERIODIC CLEANING MONTHLY RATE	\$ 148.30	<b>AS NEEDED</b>	
D	PERIODIC CLEANING QUARTERLY RATE	\$ 89.25	<b>AS NEEDED</b>	
E	PERIODIC CLEANING SEMI-ANNUAL RATE	\$ 148.30	<b>AS NEEDED</b>	

**3. HARBOR POLICE SHELTER ISLAND (HPSI)**

	<b>DESCRIPTION OF SERVICES</b>	<b>UNIT PRICE</b>	<b>FREQUENCY</b>	<b>TOTAL</b>
A	DAILY CLEANING/MONTHLY RATE	\$ 780.05	X 12	\$ 9,360.60
B	WEEKLY CLEANING/MONTHLY RATE	\$ 111.44	X 12	\$ 1,337.28
C	PERIODIC CLEANING MONTHLY RATE	\$ 41.31	<b>AS NEEDED</b>	
D	PERIODIC CLEANING QUARTERLY RATE	\$ 55.08	<b>AS NEEDED</b>	
E	PERIODIC CLEANING SEMI-ANNUAL RATE	\$ 110.15	<b>AS NEEDED</b>	

**4. HARBOR POLICE SOUTH BAY STATION (HPSB)**

	<b>DESCRIPTION OF SERVICES</b>	<b>UNIT PRICE</b>	<b>FREQUENCY</b>	<b>TOTAL</b>
A	DAILY CLEANING/MONTHLY RATE	\$ 187.21	X 12	\$ 2,246.52
B	WEEKLY CLEANING/MONTHLY RATE	\$ 26.74	X 12	\$ 320.88
C	PERIODIC CLEANING MONTHLY RATE	\$ 13.77	<b>AS NEEDED</b>	
D	PERIODIC CLEANING QUARTERLY RATE	\$ 13.77	<b>AS NEEDED</b>	
E	PERIODIC CLEANING SEMI-ANNUAL RATE	\$ 27.54	<b>AS NEEDED</b>	

**5. TENTH AVENUE MARINE TERMINAL (TAMT)**

	<b>DESCRIPTION OF SERVICES</b>	<b>UNIT PRICE</b>	<b>FREQUENCY</b>	<b>TOTAL</b>
A	DAILY CLEANING/MONTHLY RATE	\$ 1,499.59	X 12	\$ 17,995.08
B	WEEKLY CLEANING/MONTHLY RATE	\$ 370.39	<b>AS NEEDED</b>	
C	PERIODIC CLEANING MONTHLY RATE	\$ 167.80	<b>AS NEEDED</b>	
D	PERIODIC CLEANING QUARTERLY RATE	\$ 90.67	<b>AS NEEDED</b>	
E	PERIODIC CLEANING SEMI-ANNUAL RATE	\$ 167.90	<b>AS NEEDED</b>	
F	TWICE DAILY RESTROOM/MONTHLY RATE	\$ 190.96	X 12	\$ 2,291.52
G	TRI WEEKLY RESTROOM/MONTHLY RATE	\$ 143.22	<b>AS NEEDED</b>	
H	<b>ADDITIONAL TAMT GUARD TRAILER/MONTHLY RATE</b>	\$ 452.18	<b>X 8</b>	<b>\$ 3,617.44</b>
I	<b>DAILY CLEANING/MONTHLY RATE ILWU RESTROOM</b>	<b>\$ 950.04</b>	<b>X 8</b>	<b>\$ 7,600.32</b>

**6. NATIONAL CITY MARINE TERMINAL (NCMT)**

	<b>DESCRIPTION OF SERVICES</b>	<b>UNIT PRICE</b>	<b>FREQUENCY</b>	<b>TOTAL</b>
A	DAILY CLEANING/MONTHLY RATE	\$ 268.95	X 12	\$ 3,227.40
B	WEEKLY CLEANING/MONTHLY RATE	\$ 55.72	<b>AS NEEDED</b>	
C	PERIODIC CLEANING MONTHLY RATE	\$ 27.54	<b>AS NEEDED</b>	
D	PERIODIC CLEANING QUARTERLY RATE	\$ 27.54	<b>AS NEEDED</b>	
E	PERIODIC CLEANING SEMI-ANNUAL RATE	\$ 27.54	<b>AS NEEDED</b>	
F	TWICE DAILY RESTROOM/MONTHLY RATE	\$ 374.42	X 12	\$ 4,493.04
G	TRI WEEKLY RESTROOM/MONTHLY RATE	\$ 80.23	<b>AS NEEDED</b>	

**7. JOINT HARBOR OPERATIONS CENTER (JHOC)**

	<b>DESCRIPTION OF SERVICES</b>	<b>UNIT PRICE</b>	<b>FREQUENCY</b>	<b>TOTAL</b>
A	DAILY CLEANING/MONTHLY RATE	\$ 187.21	X 12	\$ 2,246.52
B	WEEKLY CLEANING/MONTHLY RATE	\$ 26.74	<b>AS NEEDED</b>	
C	PERIODIC CLEANING MONTHLY RATE	\$ 11.02	<b>AS NEEDED</b>	
D	PERIODIC CLEANING SEMI-ANNUAL RATE	\$ 11.02	<b>AS NEEDED</b>	
E	TWICE DAILY RESTROOM/MONTHLY RATE	\$ 374.42	X 12	\$ 4,493.04

**8. PUBLIC RESTROOM FACILITIES & DRINKING FOUNTAINS (PRF)**

	DESCRIPTION OF SERVICES	UNIT PRICE	FREQUENCY	TOTAL
A	TWICE DAILY RESTROOM/MONTHLY RATE	\$ 9,360.60	X 12	\$ 112,327.20
B	TRI WEEKLY RESTROOMS/MONTHLY RATE	\$ 668.61	AS NEEDED	
C	WEEKLY RESTROOMS/MONTHLY RATE	\$ 111.44	X 12	\$ 1,337.28
D	SEASONAL EXTRA RUN/MONTHLY	\$ 21,601.33	AS NEEDED	
E	2X DAILY SOAP REFILL	\$ 2,995.24	X 12	\$ 35,942.88

**9. ADMINISTRATION & ANNEX FACILITY (ADMIN & ANX)****EFFECTIVE July 1, 2020 – October 31, 2020**

	DESCRIPTION OF SERVICES	UNIT PRICE	FREQUENCY	TOTAL
A	DAILY CLEANING/MONTHLY RATE	\$ 5,014.60	X 4	\$ 20,058.40
B	WEEKLY CLEANING/MONTHLY RATE	\$ 891.49	X 4	\$ 3,565.96
C	PERIODIC CLEANING MONTHLY RATE	\$ 1,101.53	AS NEEDED	
D	PERIODIC CLEANING QUARTERLY RATE	\$ 550.77	AS NEEDED	
E	PERIODIC CLEANING SEMI ANNUAL RATE	\$ 1,101.53	AS NEEDED	

**EFFECTIVE November 1, 2020 – June 30, 2021**

	DESCRIPTION OF SERVICES	UNIT PRICE	FREQUENCY	TOTAL
A	DAILY CLEANING/MONTHLY RATE	\$ 5,929.28	X 8	\$ 47,434.24
B	WEEKLY CLEANING/MONTHLY RATE	\$ 1,054.51	X 8	\$ 8,436.08
C	PERIODIC CLEANING MONTHLY RATE	\$ 1,101.53	AS NEEDED	
D	PERIODIC CLEANING QUARTERLY RATE	\$ 550.77	AS NEEDED	
E	PERIODIC CLEANING SEMI ANNUAL RATE	\$ 1,101.53	AS NEEDED	

**10. HISTORIC RAILCAR PLAZA (RAIL)**

	DESCRIPTION OF SERVICES	UNIT PRICE	FREQUENCY	TOTAL
A	QUARTERLY CLEANING	\$ 442.17	X 4	\$ 1,768.68

**SCHEDULED SERVICES AMOUNT FOR TERM FIVE:****\$368,262.84**

DESCRIPTION OF SERVICES	UNIT PRICE	FREQUENCY
Additional Services - Terms 1-2	\$23.88	HR
Additional Services - Terms 3-5	\$24.36	HR

5. **ATTACHMENT B, COMPENSATION & INVOICING, TOTAL AMOUNTS TABLE** shall be replaced with the following:

Term	Original Agreement	AMD 1	AMD 2	AMD 3	AMD 4	AMD 5
1	\$478,476.06	\$512,458.85	\$516,570.95	\$537,748.73	\$537,748.73	\$537,748.73
2	\$520,831.62	\$520,831.62	\$524,216.82	\$524,216.82	\$767,869.94	\$767,869.94
3	\$466,444.16	\$466,444.16	\$469,897.14	\$469,897.14	\$469,897.14	\$576,163.85
<b>Three Year Total</b>	<b>\$1,465,751.84</b>	<b>\$1,499,734.63</b>	<b>\$1,510,684.91</b>	<b>\$1,531,862.69</b>	<b>\$1,775,515.81</b>	<b>\$1,881,782.52</b>
4 (Option Year 1)	\$466,444.16	\$466,444.16	\$469,897.14	\$469,897.14	\$469,897.14	\$576,993.09
5 (Option Year 2)	\$466,444.16	\$466,444.16	\$469,897.14	\$469,897.14	\$469,897.14	\$577,838.85
Additional Services	\$12k per Term = \$60,000.00	\$12k per Term = \$60,000.00	\$14k Term 1 and \$16k terms 2-5 = \$78,000.00	\$111,983.19	\$181,983.19	\$181,985.54
<b>Total</b>	<b>\$2,458,640.16</b>	<b>\$2,492,622.95</b>	<b>\$2,528,479.19</b>	<b>\$2,583,640.16</b>	<b>\$2,897,293.28</b>	<b>\$3,218,600.00</b>

Term	AMD 6	AMD 7	AMD 8
1	\$537,748.73	\$537,748.73	\$537,748.73
2	\$767,869.94	\$767,869.94	\$767,869.94
3	\$576,163.85	\$576,163.85	\$576,163.85
<b>Three Year Total</b>	<b>\$1,881,782.52</b>	<b>\$1,881,782.52</b>	<b>\$1,881,782.52</b>
4 (Option Year 1)	\$575,606.69	\$575,606.69	\$575,606.69
5 (Option Year 2)	\$577,024.27	\$577,024.27	<b>\$368,262.84</b>
Additional Services	\$184,186.52	\$264,186.52	<b>\$535,336.88</b>
<b>Total</b>	<b>\$3,218,600.00</b>	<b>\$3,298,600.00</b>	<b>\$3,360,988.93</b>

6. **EXHIBIT D, AREA DESCRIPTION & ESTIMATED MEASUREMENTS**, shall be amended as follows:

- a. Remove table for ADMINISTRATION FACILITY – Seventh Floor Plan.
- b. Add the following section for ILWU Restrooms to TENTH AVENUE MARINE TERMINAL table.

Description of Area/Room Number	Quantity	Unit of Measure	Unit Type	Area Type
<b>ILWU Restrooms (Modular Trailer) – Men's Restroom</b>	141.75	SF	Vinyl Laminate	Restroom
	2	EA	Toilet	Restroom
	2	EA	Sink	Restroom
	2	EA	Soap Dispenser	Restroom
	2	EA	Trash Recep	Restroom
	2	EA	Toilet Paper Roll Dispenser	Restroom
		EA	Towel Recep	Restroom
<b>ILWU Restrooms (Modular Trailer) – Women's Restroom</b>	141.75	SF	Vinyl Laminate	Restroom
	2	EA	Toilet	Restroom
	2	EA	Sink	Restroom
	2	EA	Soap Dispenser	Restroom
	2	EA	Trash Recep	Restroom
	2	EA	Towel Recep	Restroom
	2	EA	Toilet Paper Roll Dispenser	Restroom

7. **EXHIBIT E, CLEANING FREQUENCIES & TIME SCHEDULE**, shall be amended as follows:

- a. Remove reference to 7<sup>th</sup> Floor in Table 8 – ADMINISTRATION AND ANNEX FACILITY.
- b. Add ILWU Restroom to the Daily frequency schedule row under Table 6 – TENTH AVENUE MARINE TERMINAL as follows.

Daily	General Cleaning, <b>ILWU Restroom</b>	Monday - Friday	4:00 p.m. -12:00 a.m.
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8. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

**SAN DIEGO UNIFIED PORT DISTRICT**

**NMS MANAGEMENT, INC.**

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Marcus J. Cromartie  
Director, General Services

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David S. Guaderrama  
President

Approved as to form and legality:  
GENERAL COUNSEL

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By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

**ATTACHMENT A  
LETTER AGREEMENT DUE TO COVID 19  
Effective March 27, 2020**



March 27, 2020

David S. Guaderrama  
President  
NMS Management, Inc.  
155 W. 35<sup>th</sup> Street, Suite A  
National City, CA 91950

**RE: Agreement No. 62-2016RH – Janitorial Services**

Dear Mr. Guaderrama:

Due to the current situation with COVID 19, the Port's Administration Building significantly reduced operations effective on March 25, 2020. This action makes it necessary to reduce janitorial service levels to this facility. At this time, all other janitorial services to District facilities within the janitorial services agreement remain the same. We will continue to assess service level needs and will communicate with NMS if anything else changes.

In collaboration with NMS managers, it was agreed that effective April 1, 2020 the following changes will occur at the Port Administration Facility:

1. Janitorial staffing levels would be reduced from four (4) to two (2) contractors
2. Discontinuation of monthly, quarterly and semiannual services for the building
3. Invoice monthly in accordance to the attached fee schedule from Liliana Montes, a, NMS Manager

A great thank you to your team, they have been very responsive through these hard times. The District looks forward to a continued working relationship.

Please acknowledge receipt of this letter in writing to the undersigned.

Feel free to contact me if you have any questions or concerns.

Sincerely,

Marcus J. Cromartie  
Director, General Services



MANAGEMENT, INC.

**Billy Espinoza**Accounts Payable / Office Manager  
NMS Management Inc

6194250440

nms.bespinoza@gmail.com

155 W 35th Street, Suite A, National City, CA 91950

On Thu, Mar 26, 2020 at 2:18 PM Liliana Montes <liliana\_nmsmanagement@hotmail.com> wrote:

Hi Guille,

Yes, we can agree that NMS will only billed for service render and no periodical services for now until further notice.

With the changes below, NMS will only invoice half the amount for daily and weekly unit price for ANNEX and 6th and 7th floor, as listed below:

9.-ADMINISTRATION & ANNEX FACILITY (ADMIN & ANX)

DESCRIPTION OF SERVICE	UNIT PRICE	Effective 04/01/2020	
		TOTAL	
A. Daily Cleaning/Monthly Rate	\$ 10,029.19	\$	5,014.60
B. Weekly Cleaning/Monthly Rate	\$ 1,782.97	\$	891.49
C. Periodical Cleaning/Monthly Rate	\$ 1,101.53		No Service
D. Periodical Cleaning Quarterly Rate	\$ 550.77		No Service
E. Periodical Cleaning Semi Annual Rate	\$ 1,101.53		No Service

Plus the the disinfecting of 6 hours of labor from 11:00am to 5:00pm for ANNEX at a daily rate of \$169.55, effective Monday 3/30/2020, Billy will send you a revidad estimate for this item.

Thank you,

Confirmation fr  
NMS

**Guillermina Oliva**

**From:** David Guaderrama <nmsmanagement@msn.com>  
**Sent:** Tuesday, April 14, 2020 10:46 AM  
**To:** Guillermina Oliva; david guaderrama  
**Cc:** Liliana Montes  
**Subject:** Re: Acknowledgement  
**Attachments:** DOC010.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Guillermina,  
This email shall serve to acknowledge the attached letter dated March 27, 2020, NMS agrees to the terms and the fee schedule put together by Ms. Liliana Montes. Thank you.

Respectfully,

**David M. Guaderrama**  
NMS Management, Inc.  
155 W. 35th St, Suite A  
National City, Ca. 91950  
(619) 425-0440 Office  
(619) 425-2432 Fax

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**From:** Guillermina Oliva <goliva@portofsandiego.org>  
**Sent:** Tuesday, April 14, 2020 8:58 AM  
**To:** david guaderrama <dguaderrama@cox.net>; david guaderrama <nmsmanagement@msn.com>  
**Subject:** Acknowledgement

Good morning David,

Attached is a letter we sent you on March 27<sup>th</sup>. Will you please reply to this email acknowledging that you reviewed the letter and are in agreement with the reduction in staffing and the fee schedule put together by Liliana Montes.

Thanks!

**Guille Oliva**  
Executive Assistant I (Classified), General Services