

(3)  
 Attachment H to Agenda File No. 2020-0272

**AMENDMENT NO. 7 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. 7 to Agreement 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. 69483 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. It is now proposed to increase the agreement amount from a total of \$3,218,600.00 to \$3,298,600.00, revise Attachment B, and revise Exhibit E.

The Parties Agree:

1. **Maximum Expenditure**, shall be increased by \$80,000.00 for Additional Services and **Section 3.a.** shall be revised as follows;

**3.a. Maximum Expenditure.** The expenditure for Scheduled Services under this Agreement 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 \$577,024.27. Additional Services under this Agreement shall not exceed **\$264,186.52**. The new maximum agreement amount shall not to exceed **\$3,298,600.00**. 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.

2. Attachment B, revise compensation **Total Amount Table** as follows;

Term	Total	AMD 1	AMD 2	AMD 3	AMD 4	AMD 5	AMD 6	AMD 7
1	\$478,476.06	\$512,458.85	\$516,570.95	\$537,748.73	\$537,748.73	\$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	\$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	\$576,163.85	\$576,163.85
Three Year Total	<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>	<b>\$1,881,782.52</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	\$575,606.69	\$575,606.69
5 (Option Year 2)	\$466,444.16	\$466,444.16	\$469,897.14	\$469,897.14	\$469,897.14	\$577,838.85	\$577,024.27	\$577,024.27
Additional Services	\$12k per term= \$60,000.00	\$12k per term= \$60,000.00	\$14k term 1 and \$16k term 2-5= \$78,000.00	\$111,983.19	\$181,983.19	\$181,985.54	\$184,186.52	\$264,186.52
<b>Total</b>	<b>\$2,458,640.16</b>	<b>\$2,492,622.95</b>	<b>\$2,528,479.19</b>	<b>\$2,528,479.19</b>	<b>\$2,897,293.28</b>	<b>\$3,218,600.00</b>	<b>\$3,218,600.00</b>	<b>\$3,298,600.00</b>

3. Exhibit E, Cleaning Frequencies and Time Schedule, **revise Section 9 of the table (last row) as follows;**

9	<b>PUBLIC RESTROOMS &amp; DRINKING FOUNTAINS (PRF)</b>			
	Frequency	Type of Service	Dates of Service	Time Schedule
	Twice Daily	Public Restroom Cleaning	Sunday-Saturday	5:00 a.m. - 8:00 a.m. & 2:00 p.m. - 5:00 p.m.
	Tri Weekly	Public Restroom Cleaning	Monday, Wednesday, Friday	5:00 a.m. - 8:00 a.m. & 2:00 p.m. - 5:00 p.m.
	Weekly	Public Restroom Cleaning	Tuesday or Wednesday	5:00 a.m. - 8:00 a.m. & 2:00 p.m. - 5:00 p.m.
	<b>Seasonal (May thru Sept.)</b>	<b>Public Restroom Cleaning</b>	<b>Sunday- Saturday</b>	<b>5:00 a.m. - 9:00 a.m. &amp; 11:00 a.m. - 3:00 p.m. &amp; 4:00 p.m. - 8:00 p.m.</b>

4. 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.***Marco Cromartie*

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Marco J. Cromartie  
Director, General Services

*David Guaderrama*

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David S. Guaderrama  
President

Approved as to form and legality:  
GENERAL COUNSEL

*Rebecca Harrington*

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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.