

AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK
AND
SUNSHINE CLEANING SYSTEMS, LLC.
FOR
JANITORIAL SERVICES
RFP NO. 09-02-20-09

This Amendment No. 2 to the Agreement between the City of Coconut Creek and Sunshine Cleaning Systems, LLC dated October 22, 2020 (“Agreement”), and Amendment No. 1 dated December 9, 2021 (“Amendment No. 1”) is made this ____ day of _____, 2022 by and between the City of Coconut Creek, Florida, (the “City”), and Sunshine Cleaning Systems, LLC (interchangeably referred to as the “Vendor” or “Contractor”) both of whom agree to the following terms and conditions.

WITNESSETH:

WHEREAS, Contractor is in the business of providing janitorial services and the City has multiple facilities that require consistent cleaning and sanitation services; and

WHEREAS, on October 22, 2020, the City and Contractor signed the Agreement for ongoing janitorial services which consists of furnishing all labor, supplies, equipment, tools, service, and supervision necessary to perform and maintain City facilities in a work-conducive, neat, clean, and orderly condition (hereinafter referred to as “Agreement”); and

WHEREAS, on December 9, 2021, the City and Contractor signed an Amendment No. 1 to amend the Agreement to add additional janitorial services, and to add state law-required paragraphs onto the end of the Agreement; and

WHEREAS, the parties desire to amend the Agreement to remove services listed on Item 1.11 of Exhibit A-1, Fire Station #113, effective on October 13, 2022, and add additional locations.

WHEREAS, the City has the ability to enter into this Amendment No. 2 to the Agreement, under state law and its Home Rule Powers for the protection of the public health, safety and welfare of its residents and visitors.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the legal sufficiency of which is acknowledged by the parties, the City and Contractor hereby agree as follows:

1. The recitations referred to above are hereby incorporated herein. Language changes to the Agreement as provided in this Amendment No. 2 are depicted as follows: words in strike through type are deletions from existing text; words in underscored type

are additions to existing text; and a line of asterisks (***) indicates existing text is not shown.

2. Through this Amendment No. 2, the parties desire to supersede and replace Exhibit "A-1," the Schedule of Proposal Prices, which was attached to the Amendment No.1, dated December 9, 2021, with the new Exhibit "A-2," as attached to this Amendment No. 2. The new Exhibit "A-2" includes pricing for services at each City facility. All references throughout the Agreement to Exhibit "A-1" will now be read as Exhibit "A-2."

3. The parties desire to amend the Agreement by amending the RFP No. 09-02-20-09, incorporated into the Agreement pursuant to paragraph 1) "The Contract Documents," to edit Section 6, "Additional Provisions," of SECTION III, "DETAILED REQUIREMENTS – SCOPE OF SERVICES," WITHIN THE RFP to read as follows:

6. Additional Provisions

6.10 Bus stop cleaning services.

Services will be conducted five (5) days a week for one-hundred (100) sheltered and un-sheltered city-wide bus stops at a daily rate of \$341.90. The Contractor will clean forty (40) sheltered bus stops per day at a rate of \$7.22 each and ten (10) un-sheltered bus stops per day at a rate of \$5.31 each.

The Contractor shall maintain all areas covered by the scope of work in an outstanding condition. Contractor shall provide a monthly task report, completed per service stop, to the Facilities Supervisor or Manager. The monthly task report must include the date, bus stop number, before and after photos (if requested by the Facilities Supervisor or Manager), and a description of the maintenance performed and any repairs needed to stop and / or grounds. At all times, the Contractor shall keep the work sites free from accumulation of litter, waste materials, and debris. This includes, but is not limited to, any paper products, glass, cans, graffiti, cigarette butts, hazardous materials, etc. Items must be collected and removed from work site after every maintenance services. It is the Contractor's responsibility to properly dispose of such waste materials and debris. Hazardous materials (including biohazard materials) must be disposed of in a manner that is consistent with federal, state, and local regulations, including those related to municipal water system quality. All transit shelters, benches, concrete pads, sidewalks, and other relevant transit amenities shall be cleaned as scheduled and on an as needed basis. Contractor shall provide for necessary traffic controls to ensure public safety.

TRASH PICK UP. The Contractor is responsible for furnishing all labor, supervision, equipment, and any other materials necessary to

remove trash from bus stops. The Contractor shall be responsible for picking up trash and cleaning bus stops on a schedule approved by the Facilities Supervisor or Manager. The Contractor shall be responsible for picking up any trash within a 20-foot radius from the location of the services stop, including but not limited to cigarette butts, stuck gum, natural debris, etc. The Contractor is required to properly close and lock the trash containers after every service or trash collection. Contractor shall utilize existing trash containers locks and keys.

GRAFFITI. The Contractor must remove graffiti from all bus stop amenities, including but not limited to, bus stop signs, bus stop poles, benches, trash receptacles, bike racks, etc. The Contractor shall submit a list for approval to the Facilities Supervisor or Manager of the chemicals and solvents that will be used to remove graffiti. The Contractor must follow all manufacturer recommendations before any graffiti removal is attempted. The Contractor shall be responsible for repair or replacement of any damaged bus stop amenities or other property or equipment caused by improper use of cleaning materials. The Contractor must follow all local, state, and federal storm water quality laws and regulations when removing graffiti; and

4. The parties desire to amend the Agreement by amending the RFP No. 09-02-20-09, incorporated into the Agreement pursuant to paragraph 1) "The Contract Documents," to edit Section 9, "City Facilities," of SECTION III, "DETAILED REQUIREMENTS – SCOPE OF SERVICES," within the RFP to read as follows:

9. City Facilities

The City, at its own discretion, may choose to expand or reduce contracted janitorial services to City facilities in the future under the same General Terms and Conditions, Special Terms and Conditions, and Detailed Requirements – Scope of Services described herein.

#	Facility Name	Facility Address	Work Days	Approximate Square Footage	Cleaning Hours
Night time					
1.	City Hall	4800 W. Copans Rd.	MON – TH	24,573	6 pm – 6 am
2.	Public Works, E.O.C and I.T.	4900 W. Copans Rd.	MON – TH	13,952	6 pm – 6 am
3.	Utilities and Engineering	5295 Johnson Rd.	MON – TH	14,800	6 pm – 6 am
4.	911 Dispatch Center 2 nd floor	4900 W. Copans Rd.	MON – SUN	9245	6 pm – 6 am

5.	Community Center (exclude fitness center and gym).	1100 Lyons Road (to be cleaned 2-times per day)	MON - SUN	13,437	10 pm- 6am 1:00 pm
6.	Recreation Complex (exclude fitness center and gym).	4455 Sol Press Blvd. (to be cleaned 2-times per day)	MON - SUN	15,896	10 pm- 6am 1:00pm
7.	Fire Station Administrative Office	4701 Johnson Road	MON - TH	8,438	6 pm - 6 am

Daytime		Facility Address	Work Days	Approximate Square Footage	Cleaning Hours
7 8.	Fire Station # 94 office area only.	4455 Sol Press Blvd.	MON - TH	4,453	8 am - 6 pm
8 9.	Police Department	4800 W. Copans Rd.	MON - TH	15,931	8 am - 6 pm
9 10.	Parks with restrooms and Pavilions	Multiple locations - See below	MON - SUN	28,270	7 am - 5 pm
10 11.	Parks without Restroom and Pavilions	Multiple locations - See below	MON - SUN	n/a	7 am - 5 pm
11 12.	Sabal Pines Parks, code compliance and recreation offices.	5005 NW 39 Ave.	MON - TH	2842	8 am - 6 pm
12 13.	City Commission Offices, Chambers, and Human Resources Department	4800 W. Copans Rd.	MON - TH	6,453	8 am - 6 pm
13 14.	Records Department 2 nd floor	4900 W. Copans Rd.	MON - TH	1000	8 am - 6pm
14.	Fire Station #113	6000 Wiles Road (Temporary Trailer)	MON - TH	2856	8 am - 6pm

5. All other terms and conditions of the Agreement dated October 22, 2020, Amendment No. 1 dated December 9, 2021 not in conflict with this Amendment No. 2 shall remain in full force and effect and are incorporated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 the day and year first above written: the CITY OF COCONUT CREEK, through its City Manager, and Sunshine Cleaning Systems, LLC, signing by and through its President/Vice President, an authorized signatory, are duly authorized to execute same.

CITY OF COCONUT CREEK, FLORIDA

By: _____
Karen M. Brooks, City Manager

Approved as to Legal Sufficiency
and Form:

ATTEST:


By: _____
Joseph J. Kavanagh, City Clerk

By: _____
Terrill C. Pyburn, City Attorney

[Contractor Signatures to follow]

Amendment No. 2 to Agreement
between the City of Coconut Creek and Sunshine Cleaning Systems, LLC
for Janitorial Services
RFP No. 09-02-20-09

ATTEST:

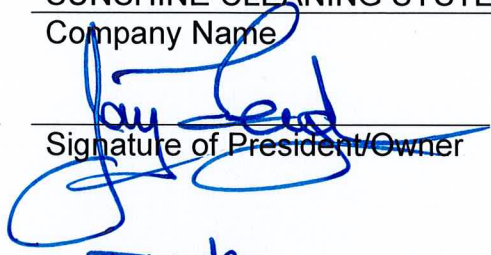


(Corporate Secretary)

Jason Cohen
Type/Print Name of Corporate Secy.

CONTRACTOR

SUNSHINE CLEANING SYSTEMS, LLC
Company Name



Signature of President/Owner
Date 11/9/22

J. Leyden
Type/Print Name of President/Owner

CORPORATE ACKNOWLEDGEMENT

STATE OF New York:
:SS
COUNTY OF New York:

I HEREBY CERTIFY The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 day of November, 2022, by Jay Leyden as President & CEO (type of authority, e.g. officer, trustee, attorney in fact) for SUNSHINE CLEANING SYSTEMS, LLC



Signature of Notary Public
State of Florida at Large

Carmen Rivera

Print, Type or Stamp
Name of Notary Public



Personally known to me or
 Produced Identification

Type of I.D. Produced

EXHIBIT "A-2"

**CITY OF COCONUT CREEK
JANITORIAL SERVICES
RFP NO. 09-02-20-09**

SCHEDULE OF PROPOSAL PRICES

Line	Description	UOM	QTY	Unit
1	A. BUILDINGS			
1.1	City Hall	MO.	1	\$4,123.44
1.2	Police Department and Records	MO.	1	\$2,926.43
1.3	City Commission Offices	MO.	1	\$881.38
1.4	Public Works EOC and Information Technology	MO.	1	\$2,048.25
1.5	Utilities and Engineering	MO.	1	\$2,173.06
1.6	Fire Department Substation #94 - Offices Only	MO.	1	\$653.83
1.7	Sabal Pines Parks Offices	MO.	1	\$881.08
1.8	911 Dispatch	MO.	1	\$2,102.93
1.9	Community Center - Cleaned two (2) times per day	MO.	1	\$3,592.02
1.10	Recreation Complex - Cleaned two (2) times per day	MO.	1	\$4,090.02
1.11	Fire Station #113, 6000 Wiles Road (Temporary trailer, 2856 sq. ft.)	MO.	4	\$716.38
1.12	Fire Station Admin Offices, 4701 Johnson Road, (8,438 sq. ft.)	MO	1	\$1,704.00
2	B. PARKS AND PAVILLIONS			
2.1	Community Center (outside only)	MO.	1	\$1,023.60
2.2	Recreation Complex (outside only)	MO.	1	\$1,023.60
2.3	Windmill Park	MO.	1	\$1,023.60
2.4	Hosford Park	MO.	1	\$1,023.60
2.5	Donaldson Park	MO.	1	\$1,023.60
2.6	George S. Gerber Park	MO.	1	\$1,023.60
2.7	Winston Park	MO.	1	\$1,023.60
2.8	Cypress Park	MO.	1	\$1,023.60
2.9	Sabal Pines Park	MO.	1	\$3,130.36
2.10	Lakeside Park	MO.	1	\$1,023.60
2.11	Sabal Pines Park Newly Constructed Restroom Facilities	MO.	1	\$767.70
3	C. PARKS WITHOUT RESTROOM AND PAVILLIONS			
3.1	Veterans Park	MO.	1	\$511.80
3.2	Sunshine Drive Park	MO.	1	\$511.80
3.3	Pond Apple Park	MO.	1	\$511.80
3.4	Lyons Creek Field Area	MO.	1	\$511.80
3.5	Lakewood Park	MO.	1	\$511.80
3.6	Coco Point Park	MO.	1	\$511.80
4	D. ADDITIONAL SERVICES AS NEEDED ONLY			
4.1	Spray buff resilient floors	SQ. FT.	1	\$0.20
4.2	Carpet shampooing	SQ. FT.	1	\$0.135
4.3	Floor stripping, waxing, and sealing	SQ. FT.	1	\$0.38
4.4	Cleaning and sealing grout lines	SQ. FT.	1	\$0.38

4.5	Glass cleaning	SQ. FT.	1	\$0.07
4.6	Pressure cleaning	SQ. FT.	1	\$0.065
4.7	Carpet shampooing (extraction method)	SQ. FT.	1	\$0.155
4.8	Upholstery shampooing	SQ. FT.	1	\$0.35
5	E. ADDITIONAL LOCATIONS AS NEEDED ONLY			
5.1	City Manager / City Attorney Suites, 4800 W. Copans Rd. (3384 sq. ft.)	MO.	1	\$848.82
5.2	Fire station #50, 4500 Coconut Creek Parkway (4583 sq. ft.)	MO	1	\$1,149.57
5.3	Fire Station #94. 4455 Sol Press Blvd. (2576 sq. ft.)- (Sleeping quarters, kitchen Locker rooms only)	MO.	1	\$846.15
5.4	Fire Station #113, 6000 Wiles Road (Temporary trailer, 2856 sq. ft.) Reserved.	MO.	4	\$716.38
5.5	Rowe Community Center, 900 NW 43 Ave. (3553 sq. ft.)	MO.	1	\$891.21
6	F. HOURLY RATES FOR EMPLOYEES AND ADDITIONAL SERVICES			
6.1	Vendor to propose "Employee" hourly rate (minimum of \$12.77/hr. not including benefits)	HR.	1	\$12.77
6.2	Vendor to propose "Employee" annual wage hourly escalation (minimum of three (3%) percent)	%		3.0%
6.3	Additional: One (1) Person for general duties	HR.	1	\$19.96
6.4	Additional: One (1) Person for electrostatic spraying	HR.	1	\$37.50
7	G. MATERIALS AND SUPPLIES (Percentage markup)			
7.1	Please state your percentage markup for Materials and Supplies	%		10.0%
8	H. DETAIL DEEP CLEANING SERVICES			
8.1	Fire Station #50 - Semi-annual detail deep cleaning (\$2,978.95 x 2)	YR	2X	\$5,957.90
8.2	Fire Station # 94 - Semi-annual detail deep cleaning (\$1,674.40 x 2)	YR	2X	\$3,348.80
8.3	Fire Station #113 - Semi-annual detail deep cleaning (\$1,680.00 x 2)	YR	2X	\$3,360.00
9	I. BUS STOP CLEANING SERVICES (Total of 100 combined)			
9.1	Sheltered Bus Stop Cleaning	EA.	80	\$7.22
9.2	Un-sheltered Bus Stop Cleaning	EA.	20	\$5.31

Note 1: Contractor agrees to supply services at the prices bid in the accordance with the terms, conditions, and specifications contained in RFP No. 09-02-20-09. All price information to be used in the RFP evaluation should be on this page.