

SECOND AMENDMENT TO THE AGREEMENT

*between*

CITY OF COCONUT CREEK

*and*

UNITED STATES SERVICE INDUSTRIES, INC. ("USSI")

*for*

JANITORIAL SERVICES

RFP NO. 08-26-15-11

This is a Second Amendment dated 24<sup>th</sup> day of January, 2019 to the Agreement dated the 8th day of October, 2015 ("Agreement"), and the First Amendment to the Agreement dated the 27th day of July, 2017 ("Amendment No. 1"), between the CITY OF COCONUT CREEK, a municipal corporation of the State of Florida, its successors and assigns, (hereinafter referred to as "City"), through its Commissioners;

AND

UNITED STATES SERVICE INDUSTRIES, INC. ("USSI), its successors and assigns, (hereinafter referred to as "Contractor").

WHEREAS, Contractor is in the business of providing janitorial services; and

WHEREAS, on October 8, 2015, the City and Contractor signed the Agreement, and on July 27, 2017 executed the Amendment No. 1, relating to 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; and

WHEREAS, the City desires, and Contractor agrees, to amend the Agreement and Amendment No. 1, as contemplated by Section 22.4 of the RFP No. 08-26-15-11, under Section II, "Special Terms and Conditions," by adding the provision of those services to the City's newly expanded Utilities and Engineering Department Building, located at 5295 Johnson Road, Coconut Creek, FL, at an additional rate of four hundred ninety six and 76/100 dollars (\$496.76) per month for the additional 4,686 square footage therein; and

WHEREAS, USSI will provide janitorial services four (4) days per week furnishing all labor, supplies, equipment, tools and supervision to meet the scope of work as provided by the Agreement; and

CODING: Words in *struck through* type are deletions from existing text.  
Words in underscored type are additions to existing text.  
A line of \*\*\* indicates existing text not shown.

1 of 7

WHEREAS, the parties intend that all terms and conditions as stated in the Agreement and Amendment No. 1 shall remain in full force and effect, subject only to the amendments contained in this Second Amendment to the Agreement, ("Amendment No. 2") and that Exhibit "A," Schedule of Proposal Prices in the Agreement shall be rescinded and replaced in its entirety by the attached Exhibit "A-1," Schedule of Proposal Prices; and

WHEREAS, the City and Contractor have mutually agreed upon the terms and conditions as modified herein and as allowed by Florida law; and

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

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. That this Amendment No. 2 shall formally ratify the City's extension letter, signed by Contractor on September 4, 2018, extending the Agreement between the parties for a one (1) year period commencing November 6, 2018, consistent with Section 5, "Contract Extension," of the Agreement.

3. That Exhibit "A," Schedule of Proposal Prices, to the Agreement is hereby rescinded and replaced in its entirety with the attached Exhibit "A-1," Schedule of Proposal Prices, that reflects an additional charge of four hundred ninety six and 76/100 dollars (\$496.76) per month to reflect the provision of additional contracted services by the Contractor to the 4,686 square foot expansion to the Utilities and Engineering Department Building, as well as formally ratify the 4.2% CPI cost increase that was requested by Contractor and approved by the City in the Contract Extension Letter as contemplated and provided for in Section 18 of the RFP No. 08-26-15-11, under Section II, "Special Terms and Conditions" as adopted by reference in the Agreement.

4. Except to the extent modified herein, all other terms and conditions of the Agreement between the City of Coconut Creek and United States Service Industries, Inc. for Janitorial Services dated October 8, 2015 resulting from Request For Proposals Number 08-26-15-11, and Amendment No. 1 to the

Agreement shall remain in full force and effect.

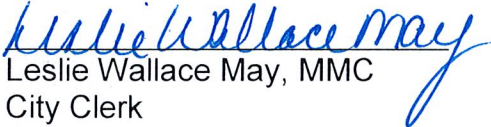
IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment the Agreement between the City of Coconut Creek and United States Service Industries, Inc. for Janitorial Services on the respective dates under each signature: CITY, through its City Commissioners, signing by and through its City Manager, and UNITED STATES SERVICE INDUSTRIES, INC. (USSI), signing by and through its Chief Financial Officer, Stephanie Nester, who is duly authorized to execute same.

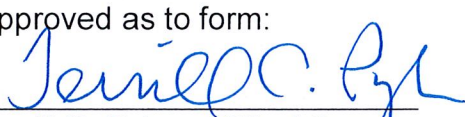
CITY OF COCONUT CREEK, FLORIDA

  
\_\_\_\_\_  
Mary C. Blasi, City Manager

Date: 1/23/19

Attest:

  
Leslie Wallace May, MMC  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Terrill C. Pyburn, City Attorney



CONTRACTOR

UNITED STATES SERVICE  
INDUSTRIES, INC. (USSI)  
Company Name

Stephanie Nester 01/15/19  
Signature of Chief Financial Officer Date

STEPHANIE NESTER  
Type/Print Name of Chief Financial Officer

Date: 01/15/19

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Maryland :  
COUNTY OF Montgomery :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Stephanie Nester, of United States Service Industries a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 15<sup>th</sup> day of January, 2019.

Livia G. Zablak  
Signature of Notary Public  
State of Florida at Large  
Maryland

**LIVIA G ZABLAH**  
Notary Public - Maryland  
Montgomery County  
My Commission Expires  
January 04, 2022

Print, Type or Stamp

- Personally known to me or
- Produced Identification

- Type of I.D. Produced
- DID take an oath, or

DID NOT take an oath.

EXHIBIT "A-1"

SCHEDULE OF PROPOSAL PRICES

A.	Buildings	Cost per Month	Renewal 1 – 4.2% increase
1.	City Hall	\$3,082.21	<u>3,211.66</u>
2.	Police Department	\$1,879.01	<u>1,957.93</u>
3.	City Commission Offices	\$ 451.45	<u>470.41</u>
4.	Public Works	\$2,706.20	<u>2,819.86</u>
5.	Utilities and Engineering <u>Utilities and Engineering Expansion</u>	\$1,238.48 <u>\$ 496.76</u>	<u>1290.50</u> <u>496.76</u>
6.	Fire Department Substation	\$ 433.02	<u>451.21</u>
7.	Sabal Pines Parks and Grounds	\$ 614.73	<u>640.55</u>
B.	Parks and Pavilions	Cost per Month	
1.	Community Center (outside only)	\$1,334.25	<u>1,390.29</u>
2.	Recreation Complex (outside only)	\$1,322.81	<u>1,378.37</u>
3.	Windmill Park	\$1,129.38	<u>1,176.81</u>
4.	Hosford Park	\$ 583.18	<u>607.67</u>
5.	Donaldson Park	\$ 241.93	<u>252.09</u>
6.	George S. Gerber Park	\$ 642.28	<u>669.25</u>
7.	Winston Park	\$1,129.38	<u>1,176.81</u>
8.	Cypress Park	\$1,129.38	<u>1,176.81</u>
9.	Sabal Pines Park	\$2,488.53	<u>2,593.05</u>
10.	Lakeside Park	\$ 748.09	<u>779.51</u>



C	Parks without Restroom and Pavilions	Cost per Month	4.2% increase
1.	Veterans Park	<del>\$ 257.36</del>	<u>268.17</u>
2.	Sunshine Drive Park	<del>\$ 257.36</del>	<u>268.17</u>
3.	Pond Apple Park	<del>\$ 257.36</del>	<u>268.17</u>
4.	Lyons Creek Field Area	<del>\$ 257.36</del>	<u>268.17</u>
5.	Lakewood Park	<del>\$ 257.36</del>	<u>268.17</u>
6.	Golden Rain Tree Park	<del>\$ 257.36</del>	<u>268.17</u>
7.	Coco Point Park	<del>\$ 257.36</del>	<u>268.17</u>

**OPTIONAL SERVICES**

**Note: Additional services beyond the contract scope, services as needed only.**

#	Description	Cost per square foot	Renewal 1 – 4.2% increase
1.	Spray buff resilient floors	\$ 0.12	<u>0.13</u>
2.	Carpet shampooing (bonnet method)	\$ 0.10	<u>0.11</u>
3.	Floor stripping, waxing, and sealing	\$ 0.30	<u>0.31</u>
4.	Furniture polishing	\$ 3.00	<u>3.13</u>
5.	Glass cleaning	\$ 4.00	<u>4.17</u>
6.	Pressure cleaning	\$ 0.30	<u>0.31</u>
7.	Carpet shampooing (extraction method)	\$ 0.12	<u>0.13</u>
8.	Upholstery shampooing	\$ 3.00	<u>3.13</u>
<b>HOURLY RATE PER PERSON</b>			<b>4.2% increase</b>
9.	One (1) - person for general duties	<del>\$ 48.00 Per Hour</del>	<u>50.02</u>

Words ~~struck through~~ type are deletions from existing text.

Words in underscored type are additions to existing text.

\$ 1460.90 Monthly Increase

\$ 17,530.86 Annual Increase