

THIRD 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 Third Amendment dated 15 day of May, 2020 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"), and the Second Amendment to the Agreement dated January 24, 2019 ("Amendment No. 2") 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-conductive, neat, clean, and orderly condition, and on January 24, 2019 executed the Amendment No. 2, as contemplated by Section 22.4 of the RFP No. 08-26-15-11, under Section II, "Special Terms and Conditions," by adding the City's newly expanded Utilities and Engineering Department Building to the list of locations for services; and

WHEREAS, the City desires, and Contractor agrees, to amend the Agreement, 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 additional services related to the additional cleaning and sanitizing related to the City's COVID-19 response; and

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Words in underscored type are additions to existing text.  
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WHEREAS, USSI will provide additional janitorial services six (6) days per week furnishing all labor, supplies, equipment, tools and supervision to meet the scope of work as provided by the Agreement; and

WHEREAS, the parties intend that all terms and conditions as stated in the Agreement and Amendment No. 1 and Amendment No. 2 shall remain in full force and effect, subject only to the amendments contained in this Third Amendment to the Agreement, ("Amendment No. 3"); 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. 3 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. 3 shall formally ratify the City's extension letter, signed by Contractor on September 17, 2019, extending the Agreement between the parties for a one (1) year period commencing November 6, 2019, 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-2," Schedule of Proposal Prices, that reflects-Services Provided in Response to COVID-19 (including but not limited to: Disinfecting and Sanitizing – Contractor is using an electrostatic handheld sprayer to disinfect all City buildings, offices, common areas and bathrooms, buses and certain vehicles that are used in every day operations. The sprayer contains Green Klean, which is the marketing name for "Klorsept Disinfecting Tablets" EPA registration number 71847-6-91038; this product is an EPA approved disinfectant for Coronavirus pathogens) at various City locations. Contractor shall have the option of substituting another EPA registered and approved disinfectant subject to approval by the City's Risk Manager.

4. That new Paragraphs 16) through 21) are hereby added to the Agreements required by FEMA as a result of those additional services that have been added related to the City's COVID-19 response:

## 16) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 17) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

### *Compliance with the Contract Work Hours and Safety Standards Act.*

a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) *Violation; Liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5 (b)(1) the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5 (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5 (b)(1) of this section.

c) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or

subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5 (b)(2) .

d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 CFR §5.5 (b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5 (b)(1) through (4) .

#### 18) THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b) The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 19) DEBARMENT AND SUSPENSION

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by City). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 20) BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## 21)PROCUREMENT OF RECOVERED MATERIALS

a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

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, and



Amendment No. 2 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

Karen M Brooks  
Karen M. Brooks, City Manager

Date: 5/15/2020

Attest:

Leslie Wallace May  
Leslie Wallace May, MMC  
City Clerk

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

CONTRACTOR

UNITED STATES SERVICE  
INDUSTRIES, INC. (USSI)

Company Name

Stephanie Nester 05/07/20  
Signature of Chief Financial Officer Date

STEPHANIE NESTER  
Type/Print Name of Chief Financial Officer

Date: 05/07/20

**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 Stephane Nectin, 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 7<sup>th</sup> day of May, 2020.

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

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

Livia G Zablah  
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-2"**

**SCHEDULE OF PROPOSAL PRICES**

<b>A.</b>	<b>Buildings</b>	<b>Cost per Month</b>	<b>Renewal 1 – 4.2% Increase</b>	<b>Renewal 2 – 1.2% Increase</b>
1.	City Hall	\$3,082.24	<u>3,211.66</u>	<u>3250.20</u>
2.	Police Department	\$1,879.04	<u>1,957.93</u>	<u>1981.42</u>
3.	City Commission Offices	\$ 451.45	<u>470.41</u>	<u>476.05</u>
4.	Public Works	\$2,706.20	<u>2,819.86</u>	<u>2853.70</u>
5.	a. Utilities and Engineering	\$1,238.48	<u>1,290.50</u>	<u>1,305.98</u>
	b. Utilities and Engineering Expansion	\$496.76	<u>496.76</u>	<u>502.72</u>
6.	Fire Department Substation	\$ 433.02	<u>451.21</u>	<u>456.62</u>
7.	Sabal Pines Parks and Grounds	\$ 614.73	<u>640.55</u>	<u>648.24</u>
<b>B.</b>	<b>Parks and Pavilions</b>	<b>Cost per Month</b>	<b>Renewal 1 – 4.2% Increase</b>	<b>Renewal 2 – 1.2% Increase</b>
1.	Community Center (outside only)	\$1,334.25	<u>1,390.29</u>	<u>1,406.97</u>
2.	Recreation Complex (outside only)	\$1,322.84	<u>1,378.37</u>	<u>1,394.91</u>
3.	Windmill Park	\$1,129.38	<u>1,176.81</u>	<u>1190.94</u>
4.	Hosford Park	\$ 583.18	<u>607.67</u>	<u>614.97</u>
5.	Donaldson Park	\$ 241.93	<u>252.09</u>	<u>255.12</u>
6.	George S. Gerber Park	\$ 642.28	<u>669.25</u>	<u>677.29</u>
7.	Winston Park	\$1,129.38	<u>1,176.81</u>	<u>1,190.94</u>
8.	Cypress Park	\$1,129.38	<u>1,176.81</u>	<u>1,190.94</u>
9.	Sabal Pines Park	\$2,488.53	<u>2,593.05</u>	<u>2,624.16</u>
10.	Lakeside Park	\$ 748.09	<u>779.51</u>	<u>788.86</u>

C.	Parks without Restroom and Pavilions	Cost per Month	Renewal 1 – 4.2% Increase	Renewal 2 – 1.2% Increase
1.	Veterans Park	\$ 257.36	<u>268.17</u>	<u>271.39</u>
2.	Sunshine Drive Park	\$ 257.36	<u>268.17</u>	<u>271.39</u>
3.	Pond Apple Park	\$ 257.36	<u>268.17</u>	<u>271.39</u>
4.	Lyons Creek Field Area	\$ 257.36	<u>268.17</u>	<u>271.39</u>
5.	Lakewood Park	\$ 257.36	<u>268.17</u>	<u>271.39</u>
6.	Golden Rain Tree Park	\$ 257.36	<u>268.17</u>	<u>271.39</u>
7.	Coco Point Park	\$ 257.36	<u>268.17</u>	<u>271.39</u>

### OPTIONAL SERVICES

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

#	Description	Cost per square foot	Renewal 1 – 4.2% Increase	Renewal 2 – 1.2% Increase
1.	Spray buff resilient floors	\$ 0.12	<u>0.13</u>	<u>.13</u>
2.	Carpet shampooing (bonnet method)	\$ 0.10	<u>0.11</u>	<u>.11</u>
3.	Floor stripping, waxing, and sealing	\$ 0.30	<u>0.31</u>	<u>.32</u>
4.	Furniture polishing	\$ 3.00	<u>3.13</u>	<u>3.16</u>
5.	Glass cleaning	\$ 4.00	<u>4.17</u>	<u>4.22</u>
6.	Pressure cleaning	\$ 0.30	<u>0.31</u>	<u>.32</u>
7.	Carpet shampooing (extraction method)	\$ 0.12	<u>0.13</u>	<u>.13</u>
8.	Upholstery shampooing	\$ 3.00	<u>3.13</u>	<u>3.16</u>
HOURLY RATE PER PERSON			4.2% Increase	1.2% Increase

Continuation Hourly Rate Per Person – Optional Services				
9.	One (1) - person for general duties	<del>\$ 48.00 Per Hour</del>	<u>50.02</u>	<u>50.62</u>
<u>10.</u>	<u>Day Porter Services Provided in Response to COVID-19</u>	<u>\$50.62 Per Hour</u>	<u>\$50.62</u>	<u>\$50.62</u>
<u>11.</u>	<u>Spraying Services Provided in Response to COVID-19</u>	<u>\$35.00 Per Hour</u>	<u>\$35.00</u>	<u>\$35.00</u>
<u>12.</u>	<u>Materials and supplies necessary for Porter and Spraying services as noted in line items 10 and 11 above shall be billed at the landed cost of materials plus a 10% administrative fee.</u>			

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EXHIBIT "A-3"

Appendix A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, United States Service Industries, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Stephanie Nester  
Signature of Contractor's Authorized Official

STEPHANIE NESTER, CFO  
Name and Title of Contractor's Authorized Official

05/07/20  
Date