

FIRST AMENDMENT OF THE AGREEMENT FOR  
CUSTODIAL SERVICES SOUTH ZONE

THIS FIRST AMENDMENT OF THE AGREEMENT FOR CUSTODIAL SERVICES SOUTH ZONE, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") United States Services Industries, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of custodial services for South Lee County through Solicitation No. RFP220314SML with Vendor on the 16<sup>th</sup> day of March, 2023 ("Agreement"); and,

WHEREAS, it was discovered after the execution of the Agreement that it would be in the best interest of the County to increase the frequency of cleanings at the Sheriff Substation – South District service location from five times per week to seven times per week, within the Exhibit A, SCOPE OF WORK of the Agreement; and,

WHEREAS, the increase from five days of cleaning services to seven days at the Sheriff Substation – South District will result in an increase of \$487.63 in the monthly cost for that location; and,

WHEREAS, after the execution of the Agreement the Sheriff Substation – South District service location was renamed the Sheriff Substation – 4<sup>th</sup> Precinct; and,

WHEREAS, pursuant to Article V. ADDITIONAL PURCHASES of the Agreement, the Parties desire to increase the frequency of cleanings at the Sheriff Substation – South District and rename the Sheriff Substation – South District service location, within Section 18. LOCATIONS of the Exhibit A, SCOPE OF WORK, and the Exhibit B, FEE SCHEDULE of the Agreement, effective immediately upon execution of this Amendment by all Parties.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that, effective upon full execution of this Amendment by all Parties, all references to the Sheriff Substation – South District within the Agreement shall be replaced by the name: Sheriff Substation – 4<sup>th</sup> Precinct and that the following locations table shall supersede the existing locations table in Section 18. LOCATIONS of the Exhibit A, SCOPE OF WORK of the Agreement:

	<b>Location Name</b>	<b>Address</b>
A	Environmental Lab	160 Danley Drive, Fort Myers, FL
B	Bonita Springs Library	26876 Pine Avenue, Bonita Springs, FL
C	Lakes Regional Library	15290 Bass Road, Fort Myers, FL
D	South County Regional Library	21100 Three Oaks Parkway, Estero, FL
E	Captiva Memorial Library	11560 Chapin Lane, Captiva, FL
F	Bowditch Point Regional Park	50 Estero Blvd, Fort Myers Beach, FL
G	Lynn Hall Park	950 Estero Blvd, Fort Myers Beach, FL
H	Crescent Beach Family Park	1100 Estero Blvd, Fort Myers Beach, FL
I	Bonita Beach Parks/Imperial River Boat Ramp	27551 S. Tamiami Trail, Bonita Springs, FL
J	Sheriff's Evidence/Forensics Building	10070 Intercom Drive, Fort Myers, FL
K	Lakes Regional Park	7330 Gladiolus Drive, Fort Myers, FL
L	Sheriff Substation – 4 <sup>th</sup> Precinct	8951 Bonita Beach Road, Unit 565, Bonita Springs, FL
M	Sheriff's Substation – West District	15651 Pine Ridge Road, Fort Myers, FL
N	Sheriff's Substation – Bonita Springs Mini	10520 Reynolds Street, Bonita Springs, FL
O	Sheriff, Public Safety and Sub Central District	14750 Six Mile Cypress Parkway, Fort Myers, FL
P	Solid Waste, Topaz Annex	6421, 6431, 6441 Topaz Court, Fort Myers, FL
Q	LeeWay Service Center	1366 Colonial Blvd, Fort Myers, FL
R	Sanibel Toll Plaza	18700 McGregor Blvd, Fort Myers, FL
S	Lee County Utilities Customer Service Center	7391 College Parkway, Fort Myers, FL
T	Lee County Utilities Maintenance and Electrical Building	7401 College Parkway, Fort Myers, FL
U	Lee County Utilities Maintenance Warehouse	7401 College Parkway, Fort Myers, FL
V	Cape Coral Toll Facility	10100 College Parkway, Fort Myers, FL
W	LeeTran Beach Park and Ride	11101 Summerlin Square Drive, Fort Myers, FL
X	Fleet Management, Lee County Sheriff's Office	6035 Landing View Road, Fort Myers, FL
Y	Sheriff's Substation – Daniels Parkway	9001 Daniels Parkway #300, Fort Myers, FL
Z	Lee County Sheriff's Office - Academy	6035 Landing View Road, Fort Myers, FL

2. The Parties agree that upon full execution of this Amendment by all Parties, Section 18. LOCATIONS of the Exhibit A, SCOPE OF WORK of the Agreement shall be supplemented by the following:

**J. SHERIFF’S SUBSTATION – 4<sup>th</sup> PRECINCT**

Location	8350 Hospital Drive, Units 114-1132 Bonita Springs, FL
Operating Hours	Monday – Friday 8:00am – 5:00pm
Fixtures	Restrooms 5 Fixtures 12 or more Kitchen Sinks 1 Janitorial Closet 1
Floor Coverings	Carpet 39% Vinyl 60% Ceramic Tile 1 %

**Scheduling**

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a seven days per week basis, exclusive of holidays.
- c. All work is to be done between the hours of 8:00am and 3:00pm, the building closes at 5:00pm and there shall be no regular cleaning after hours, unless otherwise instructed/approved by the County Facility Manager.
- d. The Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- e. Special cleaning tasks such as stripping, waxing, and shampooing of carpets can only be done after 7:00 p.m. on a weeknight with two weeks advance notice to the office manager of the facility.
- f. No cleaning or special work can be scheduled during a holiday.
- g. There are offices within the facility that remain closed unless there is someone occupying it at the time of cleaning. The personnel in those offices will let the cleaner know if and when they can clean completely or if they just want their trash removed.
- h. At the present time, trash cannot be removed from the building until the back door is opened by a Sheriffs staff member. The staff member will stay with the cleaner until the cleaner comes back inside the building. This needs to be coordinated with Sheriff staff during each cleaning service visit.
- i. Crew scheduling is the Vendor's responsibility and should be arranged so as not to interfere with day-to-day business operations. Crews will schedule according to the Sheriffs holiday observance for this building.
- j. If special project work is scheduled for the evening, the Vendor shall coordinate with the Sheriff’s department to allow as much time as necessary to perform all functions.
- k. Special Events: Occasionally, a special event may be held in this facility that will require that the Vendor to clean after the event is complete. These events are not common and rarely occur. These events would be quoted in advance and on a separate invoice.
- l. Saturday/Sunday cleanings shall be specifically for service in the following areas: kitchen, restrooms, common walkways and lobby, roll call room, and removal of all trash.

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services

3. The Parties agree that, upon full execution of this Amendment by all Parties, the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

**EXHIBIT B  
FEE SCHEDULE**

<b>UNITED STATES SERVICE INDUSTRIES, INC.</b>				
<b>LOCATION</b>	<b>MONTHLY SERVICE COST</b>	<b>QUARTERLY SERVICE COST</b>	<b>SEMIANNUAL SERVICE COST</b>	<b>MAXIMUM LOCATION COST</b>
<b>Bonita Springs Library</b>	\$3,874.53	\$255.30	\$127.65	\$47,770.86
<b>South County Regional Library</b>	\$3,284.54	\$255.30	\$95.74	\$40,627.16
<b>Lakes Regional Park</b>	\$1,124.98	\$63.82	n/a	\$13,755.04
<b>Sheriff, Public Safety and Sub Central District</b>	\$14,128.14	\$319.12	\$127.65	\$171,069.46
<b>LeeWay Service Center</b>	\$674.04	\$191.47	\$79.78	\$9,013.92
<b>Sheriff Substation – 4<sup>th</sup> Precinct</b>	\$1,706.70	\$191.47	\$63.82	\$21,373.92
<b>Fleet Management, Lee County Sheriff’s Office</b>	\$372.74	n/a	n/a	\$4,472.88

<b>ADDITIONAL SERVICE FEES</b>		
Porter Service	Per hour	\$21.63
Crew Supervisor	Per hour	\$23.18
Chief Supervisor	Per hour	\$23.18
Project Coordinator	Per hour	\$25.75
Emergency Work – Per Person	Per hour	\$21.63
Dusting/Vacuuming of Office	Per Sq. Ft.	\$1.39

*\*\*Only utilized in the case of work needed outside the normal scope of services.*

**Reimbursement of Consumables**

The Vendor shall be reimbursed by the County at Vendor's cost for consumable supplies. To be eligible for reimbursement for consumables purchased, the Vendor shall provide the County with sufficient documentation with respect to materials purchased and used for County facilities in a form acceptable to the County, as determined by the Director of Procurement Management. Such documentation shall provide proof of payment and the unit prices for the consumables purchased. Vendor invoices for consumables must contain at a minimum a description of the materials purchased, the quantity delivered to the facility and unit cost associated with each item.

RFP220314SML  
Custodial Services - South Zone  
United States Services Industries, Inc. - Amendment No. 1

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed,  
in duplicate, by the respective Parties hereto.

DATED this 8/22/2024 | 2:59 PM EDT by the Lee County Board of County  
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

DocuSigned by:  
Mary G Tucker  
BY: 770F0BDB59DA44D...  
Mary G. Tucker  
Director of Procurement Management, on  
behalf of the Board of County  
Commissioners

APPROVED as to Form for the Reliance of  
Lee County Only

DocuSigned by:  
Robert Holborn  
BY: 0709AF6D28494C8...  
County Attorney's Office

DATED this 30th day of July, 2024 by United States Services Industries, Inc.

ATTEST:

[Signature]  
\_\_\_\_\_  
(Witness)

BY: Stephanie Nester  
Authorized Signature

Stephanie Nester  
Authorized Signature Printed Name

CFO  
Authorized Signature Title

CORPORATE SEAL:

