

RFP240120SML
Custodial for Downtown Buildings
United States Services Industries, Inc. - Amendment No. 2

SECOND AMENDMENT OF THE AGREEMENT FOR
CUSTODIAL FOR DOWNTOWN BUILDINGS

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

WHEREAS, the County entered into an Agreement for the purchase of custodial services for Lee County downtown buildings through Solicitation No. RFP240120SML with Vendor on the 19th day of November, 2024 ("Agreement"); and,

WHEREAS, after the execution of the agreement, it was discovered that the square footage of the Human and Veteran Services custodial service location listed in Paragraph E. HUMAN AND VETERAN SERVICES of Section 19. LOCATIONS of the Exhibit A. SCOPE OF WORK of the Agreement was incorrectly listed as 1,933 square feet when it should have been 18,533 square feet; and,

WHEREAS, it was also determined that the location cost for the Human and Veteran Services custodial service location provided in the Exhibit B. Fee Schedule was incorrect, as a result of the error in the original square footage provided in Paragraph E. HUMAN AND VETERAN SERVICES of Section 19. LOCATIONS of the Exhibit A. SCOPE OF WORK of the Agreement; and,

WHEREAS, the Parties mutually agree to update the Exhibit A. SCOPE OF WORK of the Agreement and the Exhibit B. FEE SCHEDULE to correct the listed square footage of the Human and Veteran Services custodial service location and the corresponding pricing; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

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

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1. The Parties agree that, effective contemporaneously with the Agreement, the following location and services shall supersede Paragraph E. HUMAN AND VETERAN SERVICES of Section 19. LOCATIONS of the Exhibit A. SCOPE OF WORK of the Agreement:

E. HUMAN AND VETERAN SERVICES

Location	2440 Thompson Street, Fort Myers, FL
Operating Hours	Monday – Friday, 8:00am – 5:00pm
Cleaning Hours	See Special Scheduling notes below
Facility Size	18,533 square feet (500 square feet open to the public)
Fixtures	Restrooms – 6 Toilets and Toilet Paper Dispensers – 11 Restroom Sinks – 11 Soap Dispensers – 9 Paper Towel Dispensers – 9 Kitchen Sinks – 1
Floor Coverings	90% Carpet 5% Ceramic Tile 5% Vinyl

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. The awarded Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- c. This location shall be cleaned after operating hours. There are, however, three offices that are to be locked in the evenings per federal guidelines so the custodial staff must clean those three offices each day, during operating hours.

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

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

2. The Parties agree that effective contemporaneously with the Agreement, the annual Location Total price for the Human and Veteran Services custodial service location in the Exhibit B. Fee Schedule of the Agreement will be increased by \$27,452.95 per year, for years 1 – 3, \$30,691.23, if renewed for year 4, and \$32,224.06, if renewed for year 5, as a result of the correction in the square footage for that location and the Exhibit B. Fee Schedule of the Agreement shall be superseded by:

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Initial Contract Term - Years 1-3								
Item	Locations	Monthly Frequency	Monthly Service Price	Quarterly Frequency	Quarterly Service Price	Semiannual Frequency	Semiannual Service Price	Location Total
A	Rosa Parks Intermodal Facility	12	\$1,234.46	4	\$54.60	2	\$0.00	\$15,031.92
B	Lee County Sheriff's Office - Civil Division	12	\$564.93	4	\$140.01	2	\$0.00	\$7,339.20
C	Melvin Morgan Constitutional Complex	12	\$14,312.22	4	\$622.39	2	\$0.00	\$174,236.20
D	Hough Street Warehouse	12	\$1,910.99	4	\$221.72	2	\$0.00	\$23,818.76
E	Human and Veteran Services	12	\$2,331.72	4	\$1,539.00	2	\$0.00	\$34,136.64
F	Fort Myers Regional Library	12	\$7,848.21	4	\$598.97	2	\$29.90	\$96,634.20
G	Sheriff Office - Union Street	12	\$636.08	4	\$128.66	2	\$0.00	\$8,147.60
H	Administration Building	12	\$11,846.26	4	\$1,075.29	2	\$843.75	\$148,143.78
I	Administration East Building	12	\$10,678.54	4	\$811.05	2	\$211.21	\$131,809.10
J	Old Courthouse	12	\$5,576.81	4	\$202.47	2	\$0.00	\$67,731.60
K	Community Development/ Public Works	12	\$13,365.77	4	\$1,700.00	2	\$375.00	\$167,939.24
L	City County Annex	12	\$7,965.70	4	\$675.00	2	\$0.00	\$98,288.40
Initial Contract Term PROJECT TOTAL								\$973,256.64
Optional Renewal #1 - Year Four								
A	Rosa Parks Intermodal Facility	12	\$1,378.53	4	\$57.33	2	\$0.00	\$16,771.68
B	Lee County Sheriff's Office - Civil Division	12	\$631.16	4	\$147.00	2	\$0.00	\$8,161.92
C	Melvin Morgan Constitutional Complex	12	\$15,625.99	4	\$653.51	2	\$0.00	\$190,125.92
D	Hough Street Warehouse	12	\$2,126.56	4	\$232.81	2	\$0.00	\$26,449.96
E	Human and Veteran Services	12	\$2,605.00	4	\$1,719.37	2	\$0.00	\$38,137.45
F	Fort Myers Regional Library	12	\$8,581.71	4	\$628.92	2	\$31.40	\$105,559.00
G	Sheriff Office - Union Street	12	\$708.60	4	\$135.09	2	\$0.00	\$9,043.56
H	Administration Building	12	\$12,943.47	4	\$1,129.05	2	\$885.95	\$161,609.74
I	Administration East Building	12	\$11,665.68	4	\$851.60	2	\$221.77	\$143,838.10
J	Old Courthouse	12	\$6,071.68	4	\$212.59	2	\$0.00	\$73,710.52
K	Community Development/ Public Works	12	\$14,600.42	4	\$1,785.00	2	\$393.75	\$183,132.54
L	City County Annex	12	\$8,680.50	4	\$708.75	2	\$0.00	\$107,001.00
Optional Year Four PROJECT TOTAL								\$1,063,541.39

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Optional Renewal #2 - Year Five								
A	Rosa Parks Intermodal Facility	12	\$1,446.83	4	\$60.20	2	\$0.00	\$17,602.76
B	Lee County Sheriff's Office - Civil Division	12	\$661.68	4	\$154.35	2	\$0.00	\$8,557.56
C	Melvin Morgan Constitutional Complex	12	\$16,374.81	4	\$686.18	2	\$0.00	\$199,242.44
D	Hough Street Warehouse	12	\$2,226.88	4	\$244.45	2	\$0.00	\$27,700.36
E	Human and Veteran Services	12	\$2,734.73	4	\$1,805.00	2	\$0.00	\$40,036.70
F	Fort Myers Regional Library	12	\$8,994.97	4	\$660.36	2	\$32.96	\$110,647.00
G	Sheriff Office - Union Street	12	\$742.10	4	\$141.85	2	\$0.00	\$9,472.60
H	Administration Building	12	\$13,565.85	4	\$1,185.51	2	\$930.23	\$169,392.70
I	Administration East Building	12	\$12,224.03	4	\$894.18	2	\$232.86	\$150,730.80
J	Old Courthouse	12	\$6,369.69	4	\$223.22	2	\$0.00	\$77,329.16
K	Community Development/ Public Works	12	\$15,303.20	4	\$1,874.25	2	\$413.44	\$191,962.28
L	City County Annex	12	\$9,102.52	4	\$744.19	2	\$0.00	\$112,207.00
Optional Year Five PROJECT TOTAL								\$1,114,881.36

Hourly Rates:			
1	Porter Service	per hour	\$25.00
2	Crew Supervisor	per hour	\$30.00
3	Chief Supervisor	per hour	\$40.00
4	Project Coordinator	per hour	\$40.00
5	Emergency Work - per person	per hour	\$35.00
6	Dusting/Vacuuming of Space	per sq foot	\$1.40

**Monthly Service Price includes both standard and unique daily, weekly, and monthly service identifiers.*

**Quarterly Service Price includes both standard and unique quarterly service identifiers.*

**Semiannual Service Price includes both standard and unique semiannual service identifiers.*

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IN WITNESS WHEREOF, this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 2/12/2025 | 3:32 PM EST by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:
Mary G. Tucker
BY: 770F08DB59DA44D...
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 10 day of January, 2025 by United States Services Industries, Inc.

ATTEST:

BY: Alice Cardoso
Authorized Signature

Alexander
(Witness)

Alice Cardoso
Authorized Signature Printed Name

CFO
Authorized Signature Title

CORPORATE SEAL:

