

24. Approve Amendment #3 to RFP-4187-03/BJC – Performance Work Statement for Custodial Services for Miscellaneous County Buildings, to A1A Cleaning Service, Inc. of Longwood (\$37,440.00 per year).

RFP-4187-03/BJC provides all necessary management, supervision, personnel, materials, transportation, general and specialized tools and equipment required to accomplish all custodial services for Seminole County Buildings. Amendment #3 will provide for 2 day porters for 6 hours each per day for the Criminal Justice Center.

The summary of the cost of the Contract through Amendment #3 is as follows:

Original Contract Sum	\$931,724.00
Amendments #1 & 2	23,430.00
Add Amendment #3	<u>37,440.00</u>
Revised Contract Sum	\$992,594.00

This is a budgeted project and funds are available in account number 010530-00100-519-53034000 (General Fund).

Administrative Services Department/Support Services Division and Fiscal Services Department/Purchasing and Contracts Division recommend the Board authorize the County Manager to execute the amendment as prepared by the County Attorney's Office.

THIRD AMENDMENT TO CUSTODIAL SERVICES AGREEMENT (RFP-4187-03/BJC)

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 21st day of July, 2003, as amended on October 13, 2003, and on October 21, 2004, between **A1A CLEANING SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is Post Office Box 520947, Longwood, Florida 32752, hereinafter called the "CONTRACTOR"," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on July 21, 2003, as amended on October 13, 2003, and on October 21, 2004, for custodial services; and

WHEREAS, the parties desire to amend the Agreement so as to increase the Scope of Services and the amount of compensation paid to the CONTRACTOR; and

WHEREAS, Section 18 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fee not to exceed the sum of NINE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED NINETY-FOUR AND

NO/100 DOLLARS (\$992,594.00) per year. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated above. Compensation shall be paid to the CONTRACTOR at the rates as indicated in Exhibit "B" attached hereto

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

2. Exhibit "B" of the Agreement is amended by the addition of custodial services as indicated in Exhibit "A," attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

A1A CLEANING SERVICES, INC.

_____, Secretary

By: _____
F. DONNA KHORRAMIAN, President

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____

PETER W. MALEY
CPPO, CPCM, C.P.M.
Contracts Supervisor

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized by Section 330.3,
Seminole County Administrative
Code.

County Attorney
AC/lpk
10/26/04
3am-rfp-4187

Attachment:

Exhibit "A" - Additional facilities and services

Scope of Services for Amendment #3

\$37,440 for 2 day porters - 6 hours each per day for the Criminal Justice Center at a rate of \$12.00/hour.