



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 4 TO
AGREEMENT NO. 2019-003
FOR JANITORIAL SERVICES CITYWIDE

SUNSHINE CLEANING SYSTEMS, LLC.

CITY OF DELRAY BEACH
AMENDMENT NO. 4 TO
JANITORIAL SERVICES CITYWIDE

THIS AMENDMENT NO. 4 to the Agreement for Janitorial Services Citywide, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as “City”), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444, and Sunshine Cleaning Systems, LLC. (hereinafter referred to as “Contractor”), a Florida corporation authorized to do business in the State of Florida, whose address is 3445 NE Terrace, Fort Lauderdale Florida 33334 is entered into this 15th day of August, 2023

WITNESSETH:

WHEREAS, on May 18, 2020 the City entered into a three-year agreement with Contractor for Janitorial services (hereinafter referred to as the “Agreement”); and

WHEREAS, on October 6, 2020 the City and Contractor executed Amendment No. 1 to the Agreement to revise the Pricing Schedule to add an additional location; and

WHEREAS, on October 25, 2022 the City and Contractor executed Amendment No. 2 to the Agreement to increase the Contract Value due to Florida’s minimum wage yearly increase law and added additional services for the Delray Beach Municipal Golf; and

WHEREAS, in November of 2022 Sunshine Cleaning Systems, Inc. converted to Sunshine Cleaning Systems, LLC with the same FEIN and incorporation date; and

WHEREAS, on June 29, 2023, the City and Contractor executed Amendment No. 3 to the Agreement to reflect the name change and renew the Agreement for an additional year; and

WHEREAS, the City and Contractor desire to further amend the Agreement to revise the Pricing Schedule as attached hereto and incorporated as Exhibit “A” to add additional services for the Delray Beach Golf Course and cleaning services for an additional location, Lake View Golf Course, as demonstrated in the Scope of Services attached hereto as Exhibit “B”; and

WHEREAS, Contractor agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 4 revises the Pricing Schedule originally attached to the Agreement, with the new Pricing Schedule attached hereto as Exhibit “A”.

3. This Amendment No. 4 revises the Scope of Services to include additional services for the Delray Beach Golf Club and to add cleaning services for a new location, the Lake View Golf Course. The amended Scope of Services is attached hereto as Exhibit "B".

4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Contractor hereto have executed this Amendment as of the day and year first above written.

CITY OF DELRAY BEACH

BY: [Signature]
Shelly Petrolia, Mayor

ATTEST:

[Signature]
Katerri Johnson, City Clerk

Approved as to form for legal sufficiency:

[Signature]
Lynn Gelin, City Attorney

SUNSHINE CLEANING SYSTEMS, LLC.

By: [Signature]
RANDY KIRACE
Printed Name
VP



(SEAL)

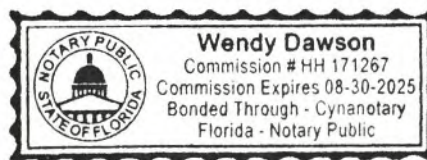
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of August, 2023, by RANDY KIRACE (name of person), as VP (type of authority) for SUNSHINE CLEANING (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification _____
Type of Identification Produced _____

[Signature]
Notary Public - State of Florida



**EXHIBIT A
Pricing Schedule**

Pricing Schedule



**Bid #2019-003
Janitorial Services Citywide**

Sunshine Cleaning Systems Inc.

Item #	Item	Qty	Unit	Price	Total
2019-003--01-01	City Hall	5	week	\$ 204.34	\$ 1,021.70
2019-003--01-02	IT Building	5	week	\$ 20.43	\$ 102.15
2019-003--01-03	City Attorney	5	week	\$ 20.43	\$ 102.15
2019-003--01-04	Economic Development	5	week	\$ 20.43	\$ 102.15
2019-003--01-05	Records Storage	5	week	\$ 20.43	\$ 102.15
2019-003--01-06	NRC	5	week	\$ 20.43	\$ 102.15
2019-003--01-07	CLT	5	week	\$ 20.43	\$ 102.15
2019-003--01-08	Police Department ^a Includes Gym	7	week	\$ 206.10	\$ 1,442.70
2019-003--01-09	Fire Station #1	5	week	\$ 109.70	\$ 548.50
2019-003--01-10	ESD/SOC Admin	5	week	\$ 49.00	\$ 245.00
2019-003--01-11	Building A ESD/SOC	5	week	\$ 27.59	\$ 137.95
2019-003--01-12	Building B ESD/SOC	5	week	\$ 20.43	\$ 102.15
2019-003--01-13	Building C ESD/SOC	5	week	\$ 20.43	\$ 102.15
2019-003--01-14	Water Treatment Plant	5	week	\$ 20.43	\$ 102.15
2019-003--01-15	Water Treatment Lab	5	week	\$ 20.43	\$ 102.15
2019-003--01-16	Ocean Rescue Anchor Park	5	week	\$ 20.43	\$ 102.15
2019-003--01-17	OSS Public Restrooms (Day Porter)	7	week	\$ 163.11	\$ 1,141.77
2019-003--01-18	Sarah Gleason Bath House (Day Porter)	7	week	\$ 163.11	\$ 1,141.77
2019-003--01-19	Marina	7	week	\$ 20.17	\$ 141.19
2019-003--01-20	Medical Center	7	week	\$ 20.17	\$ 141.19
	Police Department (Day Porter)	5	week	\$ 163.11	\$ 815.55
					\$ 7,900.97
				52	\$ 410,850.44
Additional Work					
2019-003--01-21	Hot water Extraction Carpet Cleaning	1	square foot	\$ 0.13	\$ 0.13
2019-003--01-22	Grout Cleaning Title Floor	1	square foot	\$ 0.28	\$ 0.28
2019-003--01-23	Machine Scrubbing Hard Floor	1	square foot	\$ 0.25	\$ 0.25
2019-003--01-24	Stripping Sealing/Refinishing Hard Floor	1	square foot	\$ 0.35	\$ 0.35
2019-003--01-25	Porter Services (Per Porter) (Special Events)	1	hour	\$ 17.35	\$ 17.35

Delray Beach Golf Course

	# of hours per cleaning	cost per day	Days per week	cost per week	monthly cost
		\$ 23.06			4.33
Bar Area	2	\$ 46.12	7	\$ 322.84	\$ 1,397.90
Dining and Banquet room	2.5	\$ 57.65	1	\$ 57.65	\$ 249.62
Kitchen and Gallery	4	\$ 92.24	2	\$ 184.48	\$ 798.80
Lobby Common area	1	\$ 23.06	3	\$ 69.18	\$ 299.55
Locker rooms	2	\$ 46.12	7	\$ 322.84	\$ 1,397.90
Office area	1	\$ 23.06	1	\$ 23.06	\$ 99.85
Patio	1.5	\$ 34.59	7	\$ 242.13	\$ 1,048.42
Proshop	1	\$ 23.06	1	\$ 23.06	\$ 99.85
Proshop Restroom	1	\$ 23.06	7	\$ 161.42	\$ 698.95
	16	\$ 345.90		\$ 1,406.66	\$ 6,090.84

Window Cleaning Monthly
\$525.00 monthly

	cost per day	Days per week	cost per week	monthly cost
				4.33
Lakeview Golf Course	\$ 69.18	3	\$ 207.54	\$ 898.65

**EXHIBIT B
SCOPE OF SERVICES**

1.1 GENERAL INFORMATION AND BACKGROUND

Cleaning services are to be performed between the hours of Midnight and 6:00 a.m. seven (7) seven days a week. The club will supply toilet tissue, soap, hand towels and trash liners. Contractor will supply all cleaning supplies to perform cleaning duties.

Areas to be cleaned include: Locker Rooms, Dining/Banquet Rooms (Louise Suggs Room, Betty Jameson Room, Donald Ross Room) Tommy Amour Room, all common areas, offices, restrooms, kitchen floors, kitchen gallery and Pro Shop.

Contractor will be required to have a representative of the company attend a monthly meeting at the Delray Beach Golf Club to discuss work quality and any special needs.

1.2 BASIC SERVICES

The following is a list of the basic services the City requires the selected Proposer to provide for the Delray Beach Municipal Golf Club.

Lobby and Common Area:

3 times a week	Sweep and mop all hard surface floors
3 times a week	Vacuum all carpeted areas
2 times a week	Wipe clean all furniture and fixtures
2 times a week	Clean glass on entrance doors and all doors to individual rooms
2 times a week	Low Dusting
3 times a week	Clean exterior entrance removing debris, trash, and cigarettes
3 times a week	Remove debris from planters – On sight.
2 times a week	High dusting (over six feet)
As Needed	Clean A/C Vents
As Needed	Clean chandeliers as needed
As Needed	Spot clean windows
On-sight	Remove cobwebs

Office area:

Daily	Empty all trash receptacles and remove garbage to designated area
1 time a week	Vacuum all carpeted areas, including under desks and chairs
1 time a week	Dust and wipe clean all windowsills, fixtures, furniture, and office equipment
1 time a week	Spot clean windows
As Needed	Clean A/C vents
On-Sight	Remove cobwebs

Dining/Banquet Rooms:

1 time a week except after scheduled events	Vacuum all carpeted areas with special attention given to edges, corners, areas under tables and chairs and hard to reach areas
1 time a week except after scheduled events	Dust and wipe clean all windowsills and fixtures
1 time a week except after scheduled events	Spot clean windows
1 time a week except after scheduled events	Clean A/C vents
As Needed	Clean all chandeliers
On-Sight	Remove cobwebs

Kitchen and Gallery:

2 times a week	Sweep, mop and degrease floors; paying special attention to hard-to-reach areas and under all equipment
2 times a week	Remove trash to designated area

Bar area:

Daily	Remove bar mats, sweep and mop floors; Paying special attention under counters, using a degreaser
Daily	Clean bar mats and replace when dry three (3) times per week; Wipe down and clean bar counter
Daily	Gather all trash and dispose in designated area; wash trash containers when as needed
Daily	Vacuum all carpeted areas with special attention given to edges, corners, areas under tables and chairs and hard to reach areas; Extra attention given to area under foot rail along the bar
Daily	Clean tables; including bases and chair legs

Locker rooms | restrooms:

Daily	Sweep, wash and disinfect all floors, including hard to reach areas; including behind doors and toilets
Daily	Clean, deodorize and disinfect all hand basins, toilet bowls and urinals inside and out
Daily	Wash and polish all mirrors, bright work, shelves, cabinets, and dispensers
Daily	Wash, disinfect and dry all toilet seats
Daily	Empty all waste receptacles and sanitary napkin receptacles to designated area; wash when needed
Daily	Clean and sanitize shower walls, floors and fixtures
Daily	Clean, sanitize and replace floor mats
As Needed	Dust and wipe clean lockers and polish other woodwork
As Needed	Vacuum all carpeted areas
As Needed	Clean A/C vents
As Needed	Refill all toilet tissue, towel and soap dispensers as required with furnished supplies
On-sight	Remove cobwebs on sight

Patio:

Daily	Wipe tables and chairs; using sanitizing solution
Daily	Sweep patio
Daily	Clean ceiling fans; including top of fan
Daily	Hose down patio and squeegee dry
Daily	Remove and dispose of all trash; including cigarettes from disposal
Daily	Remove insect webs and nests from covered patio area
Monthly	Clean water fountain; including disinfecting

Pro Shop:

Daily	Empty all trash receptacles and remove garbage to designated area
1 time a week	Sweep/vacuum floors including under desks and chairs
1 time a week	Dust and wipe clean all windowsills, fixtures, furniture, and office equipment
1 time a week	Spot clean all windows
As Needed	Clean A/C Vents
On-Sight	Remove cobwebs

Pro Shop Restroom:

Daily	Sweep, wash and disinfect all floors, including hard to reach areas, including behind doors and toilets
Daily	Clean, deodorize and disinfect all hand basins, toilet bowls and urinals inside and out

Special Services:

Windows	All windows to be clean inside and out; One time per month
Carpets	**Spots to be removed on sight - DAILY

The following is a list of the basic services the City requires the selected Proposer to provide for the Lakeview Golf Course.

Lobby, Common Area, Kitchen and Office:

3 times a week	Sweep and mop all hard surface floors
3 times a week	Vacuum all carpeted areas
2 times a week	Wipe clean all furniture and fixtures
2 times a week	Clean glass on entrance doors and all doors to individual rooms
2 times a week	Low Dusting
2 times a week	High dusting (over six feet)
As Needed	Clean A/C Vents
As Needed	Clean fans as needed
As Needed	Spot clean windows
On-sight	Remove cobwebs

Restroom:

3 times a week	Sweep, wash and disinfect all floors, including hard to reach areas, including behind doors and toilets
3 times a week	Clean, deodorize and disinfect all hand basins, toilet bowls and urinals inside and out

1.3 **ADDITIONAL INFORMATION**

The Contractor shall be responsible for annual (based on City schedule) carpet cleaning.

The Contractor shall be responsible for semi-annual whole facility carpet cleaning. All carpets throughout the facility must be cleaned twice a year. City recommends that carpet cleaning take place (based City event schedule) sometime around October/November and then again after season, May/June.

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Amendment 4 to Agreement for Solicitation No. 2019-003 for Janitorial Services with Sunshine Cleaning Systems, LLC. (fka Sunshine Cleaning Systems, Inc.)

Department: Parks and Recreation/PW

Contact person: Joel Burzynski

City Manager approval

City Commission approval

Agenda item #:

Agenda meeting date:

Resolution #: 66-20

Agreement Action:

New <input type="radio"/>	Renewal* <input type="radio"/>	Amendment* <input checked="" type="radio"/>	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
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Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	Art. 5 of Agreement, 3 years with option for 2 one year renewals
Termination Clause	RFP: 11.28- for convenience, 11.29- for default, 11.30- for fraud or misrepresentation
Renewal Clause	Art. 5- 2 one year renewals
Insurance	City standard
Indemnification	City standard
Assignment	11.22 RFP- shall not assign without prior consent of city
Fiscal Funding Requirement	11.66 RFP
FL. Public Records Provision (2016)	11.50 RFP
Inspector General Provision	11.32 RFP
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	11.42 RFP

Business Principles:	Comments
Fees: Total Value	\$2,534,704.62
Fees: Per Fiscal Year	(Amendment adds \$83,873.88 per year)

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Amendment adds additional site and additional cleaning services for Golf Club.

Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only