

FLORIDA CLEANING SYSTEMS, INC.
CONTRACT FOR INVITATION TO BID #19-008
AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO THE CONTRACT FOR JANITORIAL AND CARPET CLEANING SERVICES AT PENSACOLA INTERNATIONAL AIRPORT ("Amendment No. 1") is hereby made and entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF PENSACOLA, a Florida municipal corporation ("City") in its capacity as owner and operator of PENSACOLA INTERNATIONAL AIRPORT ("the Airport") and FLORIDA CLEANING SYSTEMS, INC., a corporation authorized to do business in the State of Florida ("Contractor") (Each at times referred to in this Amendment No. 1 individually as a "Party" and collectively as the "Parties").

WHEREAS, City is the owner and operator of the Airport; and

WHEREAS, City and Contractor entered into a Contract for Janitorial and Carpet Cleaning Services at Pensacola International Airport ("Original Agreement") dated April 12, 2019; and

WHEREAS, City and Contractor desire to further amend the Original Agreement as hereinafter provided; and

WHEREAS, the City finds that it is in the best financial interests of the citizens of the City of Pensacola that this Original Agreement be amended as provided herein.

NOW THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **Term.** Section 3 Term and Payment is hereby amended and the following section is hereby added as of the Effective Date of this Amendment No. 1 as follows:

3.01 City's Option to Extend. City reserves the right to renew the Contract, at the sole discretion of the City and under terms and conditions to be determined by the City, for three (3) additional one (1) year terms. If the City chooses to exercise its right to renew the Contract, the Contractor shall be notified of the terms and conditions to which the City shall exercise this right ninety (90) days before the expiration of the Contract. The Contractor shall have the choice as to whether to accept the City's proposal or allow the Contract to expire and shall so notify the City within thirty (30) days of receipt of

City's proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the Contractor to accept such proposal from the City.

(3) **Maintenance of Epoxy Terrazzo Floors.** Section 17 Maintenance of Epoxy Terrazzo Floors is hereby added as follows:

The Airport terminal building contains approximately 45,523 square feet of epoxy terrazzo flooring ("Terrazzo"). Beginning with the first renewal term the Contractor shall furnish all chemicals, supplies, services, labor, equipment, tools, insurance, permits, and fees (if any) necessary to perform day-to-day Terrazzo floor maintenance services. Costs for chemicals, supplies, services, labor, equipment, tools, insurance, permits, and fees (if any) shall be included in the Contractor's annual budget submittal. Only Hertron Stone Soap, Hertron Prime Grind 2, and Hertron Hertro-Seal Penetrating Seal are to be used on the Terrazzo unless equivalents are approved in advance by the Airport.

(4) **Attorney's Fees.** Section 13 Attorney's Fees is deleted in its entirety and replaced with the heading Reserved.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
President

City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest: _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney