



**SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT FOR
JANITORIAL SERVICES
BETWEEN THE CITY OF PEMBROKE PINES AND
SAFEGUARD SERVICES, INC.**

THIS AGREEMENT, dated this ____ day of _____ **2018**, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

SAFEGUARD SERVICES, INC., a Company authorized to do business in the State of Florida, with a business address of **911 Poinciana Drive, Pembroke Pines, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFP #ED-17-02**, on **July 20, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for **Janitorial Services** for an initial **three (3) year period**, which expires on **June 30, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for two (2) additional three (3) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof; and,

WHEREAS, on **December 19, 2017**, the Parties executed the First Amendment to the Original Agreement which **amended Section 4.2 of the Original Agreement to include a \$24,500 contingency fee in the annual amount**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to amend the Original Agreement to waive the Payment and Performance Bonds.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:



SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. CITY agrees that the payment and performance bonds required pursuant to Section 35.19(C)(2) of the City's Code of Ordinances and by the RFP is hereby waived by the City Commission, based upon the CONTRACTOR's excellent work history with the City, responsiveness to concerns, and performance ability.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY: _____
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

SAFEGUARD SERVICES, INC.

Print Name

BY: _____
Print Name: _____
Title: _____

Print Name

STATE OF _____)
_____) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **SAFEGUARD SERVICES, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SAFEGUARD SERVICES, INC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **2018**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)