

FIFTH AMENDMENT OF THE AGREEMENT FOR
CUSTODIAL SERVICES FOR CENTRAL LEE COUNTY

THIS FIFTH AMENDMENT OF THE AGREEMENT FOR CUSTODIAL SERVICES FOR CENTRAL LEE COUNTY, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") United States Service Industries, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of custodial services for Central Lee County through Solicitation No. RFP220486SML with Vendor on the 28th day of March, 2023 ("Agreement"); and,

WHEREAS, after execution of the Agreement, the County determined it would be in their best interest to clarify and add custodial services being provided at the Emergency Operations Center service location, located at 2675 Ortiz Avenue, Fort Myers, FL and reduce the frequency of custodial services at the Communications service location, located at 2665 Ortiz Avenue, Fort Myers, FL; and,

WHEREAS, the Parties mutually agree to increase the custodial services being provided for the Emergency Operations Center service location, at a total annual maximum location cost increase of \$42,339.96 and decrease the custodial services being provided for the Communications service location at a total annual maximum location cost decrease of \$4,874.04; and,

WHEREAS, pursuant to Article XV. MISCELLANEOUS of the Agreement the Parties desire to modify the Section 18. LOCATIONS of the Exhibit A. SCOPE OF WORK of the Agreement and the Exhibit B. FEE SCHEDULE of the Agreement to increase the custodial services at the Emergency Operations Center service location and to decrease the custodial services being provided for the Communications service location.

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

1. The Parties agree that, effective upon full execution of this Amendment by both Parties, Subsection R. EMERGENCY OPERATIONS CENTER of Section 18. LOCATIONS of the Exhibit A. SCOPE OF WORK of the Agreement shall be superseded by the following:

R. EMERGENCY OPERATION CENTER

Location	2675 Ortiz Ave, Fort Myers, Florida 33905
Operating Hours	Monday-Friday – 7:00am – 5:00pm Second Floor – 24 Hours/& Days a Week
Cleaning Hours	Non-activation hours: Monday through Friday - Day Porter from 12:00pm to 5:00pm and Night Cleaner after normal business hours. Saturday & Sunday – Night Cleaner only second floor Activation hours: Daily Day Porter from 8:00am to 5:00pm and Night Cleaner after normal business hours
Facility Size	49,211 sq ft
Fixtures	13 Restrooms, 2 Multi Shower Facilities Toilets & Toilet Paper Dispensers: 26 Urinals: 6 Shower Stalls: 21 Sinks: 35
Floor Coverings	75% carpet, 25% hard floor (reception, hallway, kitchen, bathrooms)

Because of the nature of the work performed in this area, access is restricted. Also, while cleaning in this area, it is important that the Vendor cause as little disruption as possible to the personnel and equipment. The Vendor shall be required to do routine cleaning of this area. The time for this work to be done, must first be scheduled.

- Each day the trash cans are to be emptied
- Vacuum the carpeting. The Vendor is required to use a vacuum cleaner that produces a minimum amount of noise. This may include using the central vacuum system provided.
- Scheduling Addition: Day Porter shall be onsite from 12:00pm to 5:00pm Monday – Friday for continued janitorial maintenance of common areas with a night porter for after-hours completion of non-public facing spaces. Day Porter to be responsible for restroom maintenance and breakroom / kitchen cleaning to include but not limited to sweeping, trash removal, and surface cleaning.

E-911 AREA

- Each day the trash cans are to be emptied
- Vacuum the carpeting. The Vendor is required to use a vacuum cleaner that produces a minimum amount of noise. This may include using the central vacuum system provided.

SECURED AREAS

Certain areas of this building are secured with limited access. Cleaning of these areas must be coordinated with the County Representative so that County personnel can be made available to allow access and supervise the cleaning of these areas. Please see attached clearance requirements for Day Porter / Second Floor Cleaning Crew

MECHANICAL/EQUIPMENT/MAINTENANCE ROOMS

In most of our buildings there is a mechanical room(s). This room is not to be entered or cleaned without prior authorization and instructions from the County's Representative. The cleaning of this room can only be done in the presence of the County's representative and shall involve sweeping, dusting, mopping, and pressure cleaning the floor, upon request and as needed. There is to be no additional charge for this work. The cost of doing this occasional cleaning is to be included in the overall cost of cleaning the building. It is estimated that this room shall be cleaned a couple of times a year.

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

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services
- Unique Services to be provided
 - Dust all high areas in the offices (i.e., tops of cubicle walls, wall molding, etc.) **on a weekly basis**
 - Scrub all non-skid tile floor areas, if applicable **on a weekly basis**
 - Take large bin(s) to designated location for servicing and return once they are emptied, if applicable **on a weekly basis**
 - Clean first floor light covers (external only) **on a monthly basis**
 - Brush, vacuum and/ or spot clean all upholstered furniture and modular panels, as needed **on a monthly basis**
 - Strip and re wax all hard floors. (May be required to be done less or more often.)
 - Wash all exterior window glass **on a quarterly basis**
 - Clean light fixtures and covers (interior) **on a semiannual basis**
 - Clean and seal tile grout **on a semiannual basis**
 - Clean and Mechanical, Equipment or Maintenance rooms, if required, **on a semiannual basis**
 - Clean exterior awnings if applicable **on a semiannual basis**

Lee County Public Safety Center 2675 Ortiz Blvd. Fort Myers, FL.

FIRST FLOOR WOMEN'S RESTROOMS				
	RR NO. 1	RR NO. 2	RR NO. 3	RR NO. 4
ITEM	QUANTITY			
TOILETS	3	1	3	4
URINALS	0	0	0	0
SHOWER STALLS	1	0	1	0
SINKS	3	1	3	3

FIRST FLOOR UNISEX RESTROOM NO. 1	
ITEM	QUANTITY
TOILETS	1
URINALS	0
SHOWER STALLS	1
SINKS	1

FIRST FLOOR MEN' RESTROOMS					
	RR NO. 1	RR NO. 2	RR NO. 3	RR NO. 4	RR NO. 5
ITEM	QUANTITY				
TOILETS	2	1	2	0	2
URINALS	1	0	1	0	2
SHOWER STALLS	1	0	1	9	0
SINKS	3	1	3	3	3

SECOND FLOOR WOMEN'S RESTROOMS			
	RR NO. 1	RR NO. 2	RR NO. 3
ITEM	QUANTITY		
TOILETS	2	3	0
URINALS	0	0	0
SHOWER STALLS	0	0	6
SINKS	2	3	3

SECOND FLOOR UNISEX RESTROOM NO. 1	
ITEM	QUANTITY
TOILETS	0
URINALS	0
SHOWER STALLS	1
SINKS	0

SECOND FLOOR MEN' RESTROOMS		
	RR NO. 1	RR NO. 2
ITEM	QUANTITY	
TOILETS	1	1
URINALS	1	1
SHOWER STALLS	0	0
SINKS	1	2

TOTAL RESTROOMS COUNT	
ITEM	QUANTITY
TOILETS	26
URINALS	6
SHOWER STALLS	21
SINKS	35

BACKGROUND REQUIREMENTS FOR DAY PORTER / SECOND FLOOR CLEANING CREW:

1. Background Check

- FBI fingerprint-based criminal history check conducted through your Florida Department of Law Enforcement (FDLE). This will be conducted by Lee County Public Safety.
 - No disqualifying criminal offenses—generally, any felony or certain misdemeanors will disqualify you.

2. Signed Security Acknowledgment

- You sign an acknowledgment form confirming you understand CJIS rules, responsibilities, and penalties for violations.

3. Compliance with CJIS Security Policy

- Use only CJIS-compliant devices and software.
- Follow access control measures (strong passwords, multi-factor authentication, session timeouts).
- No sharing of credentials or leaving data unsecured.

4. Ongoing Requirements

- Continuous adherence to policy.
- Retraining every 12 months.
- Possible re-checks or audits may be conducted.

2. The Parties agree that, effective upon full execution of this Amendment by both Parties, Subsection Q. COMMUNICATIONS of Section 18. LOCATIONS of the Exhibit A. SCOPE OF WORK of the Agreement shall be superseded by the following:

Q. COMMUNICATIONS

Location	2665 Ortiz Ave, Fort Myers, Florida 33905
Operating Hours	Monday-Friday 8:00 am – 5:00 pm
Cleaning Hours	Non-activation hours: Mon / Wed / Fri - Night Cleaner after normal business hours Activation hours: Daily Night Cleaner after normal business hours
Facility Size	13,307 sq ft
Fixtures	4 Restrooms
Floor Coverings	50% Carpet, 50% Forbo Marmoleum, Tile in wet areas/bathrooms

[Reminder of this page left intentionally blank.]

Because of the nature of the work performed in this area, access is restricted. Also, while cleaning in this area, it is important that the Vendor cause as little disruption as possible to the personnel and equipment. The Vendor shall be required to do routine cleaning of this area. The time for this work to be done, must first be scheduled with the E-911 Supervisor as times may vary. If while cleaning in this area an emergency call comes in, the Vendor must stop all activities until the call is completely resolved.

SECURED AREAS

Certain areas of this building are secured with limited access. Cleaning of these areas must be coordinated with the County Representative so that County personnel can be made available to allow access and supervise the cleaning of these areas.

MECHANICAL/EQUIPMENT/MAINTENANCE ROOMS

In most of our buildings there is a mechanical room(s). This room is not to be entered or cleaned without prior authorization and instructions from the County's Representative. Occasionally, the Vendor shall be requested to clean this room(s). The cleaning of this room can only be done in the presence of the County's representative and shall involve sweeping, dusting, mopping, and pressure cleaning the floor, upon request and as needed. There is to be no additional charge for this work. The cost of doing this occasional cleaning is to be included in the overall cost of cleaning the building. It is estimated that this room shall be cleaned a couple of times a year.

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

- Daily Services
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- Semiannual Services
- Unique Services to be provided
 - Dust all high areas in the offices (i.e. tops of cubicle walls, wall molding, etc.) **on a weekly basis**
 - Take large bin(s) to designated location for servicing and return once they are emptied, if applicable **on a weekly basis**
 - Clean first floor light covers (external only) **on a monthly basis**
 - Scrub ceramic tile and grout in tile areas **on a monthly basis**
 - Brush, vacuum and/ or spot clean all upholstered furniture and modular panels, as needed **on a monthly basis**
 - Strip and re wax all hard floors. (May be required to be done less or more often.)
 - Clean interior window glass. (May be required to be done more often.)
 - Wash all exterior window glass **on a quarterly basis**
 - Clean and seal tile grout **on a semiannual basis**

[Reminder of this page left intentionally blank.]

R. The Parties agree that, effective upon full execution of this Amendment, the following shall supersede the existing Exhibit B Fee Schedule of the Agreement:

EXHIBIT B -
FEE SCHEDULE

UNITED STATES SERVICE INDUSTRIES, INC.				
LOCATION	MONTHLY SERVICE COST	QUARTERLY SERVICE COST	SEMIANNUAL SERVICE COST	MAXIMUM LOCATION COST
DOT, Traffic Billy's Creek Commerce Center	\$1,665.96	\$271.89	\$135.95	\$21,350.98
Fleet Management	\$389.06	n/a	n/a	\$4,383.72
Health Department, Michigan Annex	\$5,221.99	\$203.92	\$339.86	\$64,159.28
LeeTran, Edison Mall Station	\$1,831.63	\$339.86	\$271.89	\$23,882.78
LeeTran, Transit Headquarters	\$7,036.03	\$339.86	\$339.86	\$86,471.52
Library, East County Regional	\$4,225.01	\$203.92	\$271.89	\$52,059.58
Communications	\$1,200.00	\$135.95	\$203.92	\$15,351.64
Emergency Operations Center	\$8,446.25	\$2,214.79	\$1,241.05	\$112,696.26
Utilities Field Operations	\$417.80	n/a	n/a	\$5,013.60
East Lee County Government Complex	\$4,059.43	\$271.89	\$135.96	\$50,072.64

ADDITIONAL SERVICE FEES		
Porter Service	Per hour	\$23.04
Crew Supervisor	Per hour	\$24.69
Chief Supervisor	Per hour	\$24.69
Project Coordinator	Per hour	\$27.42
Emergency Work – Per Person	Per hour	\$23.04
Dusting/Vacuuming of Office	Per Sq. Ft.	\$1.48

***Only utilized in the case of work needed outside the normal scope of services.*

Reimbursement of Consumables

The Vendor shall be reimbursed by the County at Vendor's cost for consumable supplies. To be eligible for reimbursement for consumables purchased, the Vendor shall provide the County with sufficient documentation with respect to materials purchased and used for County facilities in a form acceptable to the County, as determined by the Director of Procurement Management. Such documentation shall provide proof of payment and the unit prices for the consumables purchased. Vendor invoices for consumables must contain at a minimum a description of the materials purchased, the quantity delivered to the facility and unit cost associated with each item.

IN WITNESS WHEREOF, this Fifth Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment 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 this 10/21/2025 | 2:48 PM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:
Peter Winton
BY: 9EE45D8FA7E84C8...
Pete Winton
Chief Financial Officer and Assistant County Manager, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

Signed by:
Andrea Fraser
BY: D7B0A432435E448
County Attorney's Office

DATED this 13 day of October, 2025 by United States Service Industries, Inc.

ATTEST:

(Witness)

BY: Authorized Signature
Lazaro Gomez
Authorized Signature Printed Name

Regional Director.
Authorized Signature Title

CORPORATE SEAL: