

**SECOND AMENDMENT TO  
AGREEMENT BETWEEN BROWARD COUNTY AND YJ&R LANDSCAPING SERVICES, INC.  
FOR PRESSURE CHEMICAL CLEANING SERVICES FOR VARIOUS BROWARD COUNTY GARAGES,  
BUS TERMINALS AND OTHER FACILITIES  
(CONTRACT NO. BLD2118805B1)**

This Second Amendment (the "Second Amendment") to the Agreement between Broward County (the "County"), a political subdivision of the State of Florida, and YJ&R Landscaping Services, Inc. ("YJ&R"), Florida company registered in the State of Florida (collectively, the "Parties"), is entered into and effective as of the date the Second Amendment is fully executed by the Parties ("Effective Date").

Recitals

A. The Parties entered into an agreement dated on November 26, 2019, for YJ&R to provide pressure chemical services for various County garages, bus terminals, and various facilities (the "Original Agreement").

B. The Agreement had an initial term of one year, commencing on November 26, 2019, and ending on November 25, 2020, with two optional one-year renewal periods.

C. Pursuant to Section 27 of General Conditions, any modification or change to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

D. On February 11, 2020 a First Amendment to the Original Agreement was executed by the Director of Purchasing to increase the maximum amounts payable to YJ&R by Three Hundred Thirty-Five Thousand Three Hundred Sixty-Three Dollars and Thirty-One Cents (\$335,363.31) for Pressure Chemical Cleaning Services, Optional Services for the initial term, for a Not-to-Exceed amount of Nine Hundred Thousand Five Hundred Forty-Eight Dollars and Thirty-One Cents (\$900,548.31) (the First Amendment and Original Agreement shall be referred to collectively as "the Agreement").

E. On May 29, 2020, the County, under the authority of the Purchasing Director, approved an additional Fourteen Thousand Nine Hundred Forty-Seven Dollars and Seventy-Seven Cents (\$14,947.77) increasing the Agreement's Not-to-Exceed amount to a new total of Nine Hundred Fifteen Thousand Four Hundred Ninety-Six Dollars and Eight Cents (\$915,496.08).

F. On September 15, 2020, the Agreement's Not-to-Exceed amount was increased by Twenty-Four Thousand Two Hundred Dollars (\$24,200) to a new total of Nine Hundred Thirty-Nine Thousand Six Hundred Ninety-Six Dollars and Eight Cents (\$939,696.08) due to the cancellation of several purchase orders.

G. On November 19, 2020, the County approved an additional contract renewal amount of Five Hundred Sixty-Five Thousand One Hundred Eighty-Five Dollars (\$565,185)

extending the contract term from November 26, 2020 to November 25, 2021 and increasing the Agreement's Not-to-Exceed amount to its current total of One Million Five Hundred Four Thousand Eight Hundred Eighty-One Dollars and Eight Cents (\$1,504,881.08). This contract renewal and increase was awarded pursuant to Section 21.14.d of the Broward County Procurement Code, indicating that no bidder had been determined to be non-responsive or non-responsible, no protests were filed, more than one bidder submitted a response, and no Broward County Commissioner expressed an objection.

H. The Parties desire to further amend the Agreement to increase the threshold by adding Seven Hundred Eight Thousand Nine Hundred Ninety Dollars (\$708,990) for Optional Services and Three Hundred Five Thousand Three Hundred Thirty-Nine Dollars (\$305,339) to add new facilities for the duration of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder.

2. This Second Amendment adds One Million Fourteen Thousand Three Hundred Twenty-Nine Dollars (\$1,014,329) to the Agreement, increasing the not-to-exceed amount from One Million Five Hundred Four Thousand Eight Hundred Eighty-One Dollars and Eight Cents (\$1,504,881.08) to **Two Million Five Hundred Nineteen Thousand Two Hundred Ten Dollars and Eight Cents (\$2,519,210.08)**.

3. The additional One Million Fourteen Thousand Three Hundred Twenty-Nine Dollars (\$1,014,329) mentioned in Paragraph 2, above, consists of the following line items:

Line Item	Dollar Amount
Optional Services	\$708,990
Lauderhill Transit Center Bus Terminal	\$305,339

4. This Second Amendment removes the old Lauderhill Transit Center and adds the newly constructed Lauderhill Bus Terminal effective March 1, 2021 through the duration of the Agreement as indicated in the table below, for an overall total of Three Hundred Five Thousand Three Hundred Thirty-Nine Dollars (\$305,339). For this paragraph, words in ~~struck through~~ type are removed from the Agreement whereas words in underscored type are additions to the Agreement.

Name of Facility	Location Address	Square Footage	Unit Price
<del>Lauderhill Transit Center Bus Terminal (Old)</del>	<del>4221 NW 12<sup>th</sup> Street, Lauderhill, FL 33313</del>	<del>12,500</del>	<del>\$575 per week</del>
<u>Lauderhill Transit Center Bus Terminal</u>	<u>1267 NW 40<sup>th</sup> Avenue, Lauderhill, FL 33313</u>	<u>72,150</u>	<u>\$3,318.90 per week</u>

5. Preparation of this Second Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. Except to the extent modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Second Amendment and the terms and conditions set forth in the Agreement, this Second Amendment shall control.

7. This Second Amendment is effective on the Effective Date, and may be fully executed by the Parties in counterparts which, when taken together, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to the Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2021, and YJ&R Landscaping Services, Inc., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

Insurance requirements  
approved by Broward County  
Risk Management Division

By Colleen Pounall  
Digitally signed by COLLEEN A.  
POUNALL  
Date: 2021.02.11 15:27:17  
-05'00'  
Signature (Date)

Colleen Pounall Asst. Risk Mgr  
Print Name and Title above

By Matthew Haber  
Digitally signed by Matthew  
Haber  
Date: 2021.02.08 16:54:16  
-05'00'  
Matthew Haber (Date)

Assistant County Attorney  
By Michael J. Kerr  
Digitally signed by Michael J. Kerr  
Date: 2021.02.09 10:14:55 -05'00'  
Michael J. Kerr (Date)  
Deputy County Attorney

Second Amendment to Agreement Between Broward County and YJ&R Landscaping Services, Inc. to provide Pressure Chemical Services for various Broward County garages, bus terminals and various facilities.

WITNESS:

Patricia Alessi  
Signature of Witness

Patricia Alessi  
Print Name of Witness

Luis Ventura  
Signature of Witness

Luis Ventura  
Print Name of Witness

YJ&R Landscaping Services, Inc

By Rajesh Bhatnagar  
President/Vice President

RAJESH BHATNAGAR PRESIDENT  
(Please Type Name and Title)

8 day of FEBRUARY, 2021.