

Contract No. BLD2124731B1_2
First Amendment



**FIRST AMENDMENT TO AGREEMENT BLD2124731B1_2
BETWEEN BROWARD COUNTY AND
YJ & R LANDSCAPING, INC.
(LIVING WAGE AMENDMENT)**

This is the Living Wage Amendment ("Amendment") to the above-referenced agreement, BLD2124731B1_2 ("Contract") for Pressure Cleaning Services between Broward County ("County") and YJ & R Landscaping, Inc. ("Vendor") (County and Vendor collectively referred to as the "Parties").

Recitals

A. County awarded Contract to Vendor for provision of Pressure Cleaning Services on August 1, 2023. The Contract requires that Vendor, a "covered employer," comply with the Broward County Living Wage Ordinance, Sections 26-100 through 26-105 of the Broward County Code of Ordinances ("Living Wage Ordinance"), including that Vendor pay all of its employees providing "covered services," as defined in the Living Wage Ordinance, a living wage and provide paid time off. The Contract also requires that Vendor comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

B. On October 25, 2022, the Living Wage Ordinance was amended, effective December 31, 2022, to increase the living wage rate for covered employees to at least \$15.00 per hour for employees other than security services officers, to at least \$17.17 per hour for security services officers, and to require the covered employer to either provide qualifying health care benefits or pay an additional health care amount of at least \$3.65 per hour, with such rates adjusted annually as provided in the Living Wage Ordinance. The amendment to the Living Wage Ordinance also included a requirement for vendors to provide paid time off to covered employees. The amended Living Wage Ordinance provides that for covered contracts entered into prior to January 1, 2023, the vendor and County shall either enter into a written amendment applying the higher amended living wage rate and the requirement for paid time off, or the vendor shall provide written consent and express waiver of any objection or defense to the application of the higher amended living wage rate and the requirement to provide paid time off.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which

YJ & R Landscaping, Inc. – Pressure Cleaning Services Agreement (BLD2124731B1_2)
First Amendment – Living Wage Ordinance

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are hereby acknowledged, including the County forbearing in exercising certain of its express contractual rights, County and Vendor agree as follows:

1. The Recitals stated above are true and correct and incorporated herein.
2. This Amendment constitutes a written amendment, applying the higher amended living wage rate and requirement to provide paid time off to the Contract, in compliance with the conditions precedent stated in Section 26-102(a)(2) of the Living Wage Ordinance. Except to the extent modified herein, the Contract shall remain in full force and effect.
3. This Amendment retroactively revises the Effective Date of the Contract to August 1, 2023, for a potential maximum term of five (5) years.
4. For the remaining duration of the Contract, including any extensions, renewals, or amendments, Vendor agrees to and shall pay to all of its "covered employees" providing "covered services" (as those terms are defined in the Living Wage Ordinance) the living wage rate of at least \$15.00 per hour for covered employees other than security services officers, and at least \$17.17 for security services officers, and shall either provide qualifying health care benefits or pay its covered employees an health care benefit amount of at least \$3.65 per hour, adjusted as provided in the Living Wage Ordinance. Vendor further agrees to provide paid time off to its covered employees under either the accrual method or the lump sum method, as described in the Living Wage Ordinance. Vendor agrees that it cannot set a limit on the total accrual or award of paid time off at less than forty (40) hours on an annual basis. Vendor shall fully comply with the requirements of the Living Wage Ordinance, including as may be amended from time-to-time hereafter. Vendor shall ensure all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance, including by paying the higher rates listed in this paragraph, and by providing paid time off, and including as such ordinance or rates may be amended from time-to-time hereafter.
5. The Contract is hereby amended as of the effective date of this Amendment to adjust the amount paid to Vendor for Contract Services actually performed as follows: the hourly rate shall increase as reflected in Exhibit "A."
6. The Parties stipulate that the increase in compensation stated above in Paragraph 4 is to reasonably mitigate the increased costs to Vendor resulting from the October 25, 2022, amendments to the Living Wage Ordinance. Vendor certifies the truth and accuracy of the documentation submitted by Vendor to demonstrate the increased costs. Vendor certifies that the increase in compensation stated in Paragraph 4 is equal to or is less than the actual amount of the increased costs to Vendor resulting from the October 25, 2022, amendments to the Living Wage Ordinance.

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7. This Amendment and the Contract represent the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. All commitments, agreements, or understandings of the Parties concerning the subject matter of this Amendment and Contract are contained herein.
8. This Amendment has been jointly prepared by the Parties and shall not be construed more strictly against either Party.
9. Vendor further represents and warrants that execution of this Amendment is within Vendor's legal powers, and each individual executing this Amendment on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.
10. This First Amendment shall be effective upon the date of full execution by the Parties, retroactive to August 1, 2023.
11. This Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.



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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Director of Purchasing or designee authorized to execute same by Board action on the 25th day of October 2022, and Vendor, signing by and through its President duly authorized to execute same.


BROWARD COUNTY

BROWARD COUNTY, by and through
its Director of Purchasing

By   On behalf of
Director of Purchasing

24 day of August, 2023

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

By  
McKillop Erlandson (Date)
Assistant County Attorney

By  
Michael J. Kerr (Date)
Deputy County Attorney

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VENDOR

YJ & R LANDSCAPING, INC.

By: Rajendra Bharat
Authorized Signor

Rajendra Bharat, President
Print Name and Title

08/09/2023 12:22 PM

____ day of _____, 20____

WITNESS/ATTEST:

Tony Diamante

Corporate Secretary or other witness

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EXHIBIT "A"

Contract No. BLD2124731B1_2 Pressure Cleaning Services

Line	Item*	Description	Qty Sched	Qty Sched 3-Yr (Initial)	Unit	Unit Price	LW Increase	PTD Adjustment	New Unit Price	Annual Cost Estimate	3-Year (Initial Term)	5-Year Total (Potential Term)
1	BLD2124731B1_001	(1001-0003) Government Center East - 1200 Garage, Semi-Annual	2	6	Semi Annual	\$28,000.00	\$535.73		\$28,535.73	\$57,191.58	\$171,574.73	\$285,957.88
2	BLD2124731B1_002	(1001-0004) Government Center East - 350 Garage, Quarterly	4	12	quarter	\$7,000.00	\$148.95		\$7,148.95	\$28,535.73	\$85,787.36	\$142,978.94
3	BLD2124731B1_003	(1001-0007) Broward Central Bus Terminal (Downtown), Daily	365	1095	day	\$460.00	\$9.79	\$28.03	\$497.82	\$181,704.74	\$545,114.21	\$908,523.68
4	BLD2124731B1_004	(1002-0002) Governmental Center West Garage, Semi-Annual	2	6	Semi Annual	\$9,000.00	\$191.50		\$9,191.50	\$18,383.01	\$55,149.02	\$91,315.03
5	BLD2124731B1_005	(1031-0002) West Regional Bus Terminal, Weekly	52	156	week	\$575.00	\$12.23		\$587.23	\$30,536.22	\$91,608.65	\$152,681.08
6	BLD2124731B1_006	(1031-0005) West Regional Library Garage, Semi-Annual	2	6	Semi Annual	\$5,000.00	\$106.39		\$5,106.39	\$10,212.78	\$30,638.34	\$51,063.91
7	BLD2124731B1_007	(1039-0002) Edgar P. Mills Center Garage, Semi-Annual	2	6	Semi Annual	\$4,600.00	\$97.88		\$4,697.88	\$9,395.76	\$28,187.28	\$46,978.79
8	BLD2124731B1_008	(1041-0002) South Regional Courthouse Garage, Semi-Annual	2	6	Semi Annual	\$4,500.00	\$95.75		\$4,595.75	\$9,191.50	\$27,574.51	\$45,957.52
9	BLD2124731B1_009	(1049-0002) Transit O&M South - Parking Garage, Semi-Annual	2	6	Semi Annual	\$4,400.00	\$93.62		\$4,493.62	\$8,987.25	\$26,961.74	\$44,936.24
10	BLD2124731B1_010	(1051-0006) BC Judicial Complex - East Parking Garage, Semi-Annual	2	6	Semi Annual	\$28,500.00	\$606.43		\$29,106.43	\$58,212.85	\$174,638.56	\$291,064.27
11	BLD2124731B1_011	(1051-0007) BC Judicial Complex - South Parking Garage, Semi-Annual	2	6	Semi Annual	\$19,000.00	\$404.28		\$19,404.28	\$38,808.57	\$116,425.71	\$194,042.85
12	BLD2124731B1_012	(1084-0001) Northeast Transit Center (Bus Terminal), Weekly	52	156	week	\$700.00	\$14.89		\$714.89	\$37,174.52	\$111,523.57	\$185,872.62
13	BLD2124731B1_013	(1130-0001) Lauderhill Mall Transit Center (Bus Terminal), Weekly	52	156	week	\$1,250.00	\$35.46		\$1,285.46	\$66,844.11	\$200,532.32	\$334,220.53
14	BLD2124731B1_014	Pass-Thru Allowance - Parts, Materials, and Lift Rental Equipment	1	1	EA	\$1.00	\$0.00		\$1.00	\$13,750.00	\$41,250.00	\$68,750.00
15	BLD2124731B1_015	Pressure Cleaning, Additional Services, Flat Surface 25,000 sq. ft and under	650,000	1,950,000.00	square foot	\$0.040	\$0.0009		\$0.0409	\$26,553.23	\$79,653.70	\$132,766.16
16	BLD2124731B1_016	Pressure Cleaning, Additional Services, Flat Surface 25,001 sq. ft and over	1,500,000	4,500,000.00	square foot	\$0.050	\$0.0011		\$0.0511	\$76,535.86	\$229,787.58	\$382,979.30
17	BLD2124731B1_017	Pressure Cleaning, Additional Services, Structures 1ft. high thru 17 ft. high	175,000	525,000.00	square foot	\$0.010	\$0.0004		\$0.0104	\$1,812.06	\$5,436.18	\$9,060.31
18	BLD2124731B1_018	Pressure Cleaning, Additional Services, Structures over 17 ft. high	650,000	1,950,000.00	square foot	\$0.010	\$0.0004		\$0.0104	\$6,730.51	\$20,191.54	\$33,652.57
NEW GRAND TOTAL:										\$680,680.33	\$2,042,041.00	\$3,403,401.67

Price Increase:

Annual
3-Year Initial Term
5-Year Total Term

\$24,480.33
\$73,441.00
\$122,401.67

Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

MEMORANDUM

DATE: August 25, 2023

TO: Jeanette Ferrell, Purchasing Manager, Purchasing

THRU: Mary Moss, Purchasing Agent Senior, Purchasing MARY MOSS
Digitally signed by MARY MOSS
Date: 2023.08.25 10:13:57
+04'00'

FROM: Alvin Anderson, Purchasing Agent Trainee, Purchasing Alvin Anderson
Digitally signed by Alvin Anderson
Date: 2023.08.25 08:56:32
-04'00'

SUBJECT: Execution of Amendment No. 1 to Open-End Contract with YJ & R Landscaping, Inc. for Pressure Cleaning Services, Contract No. BLD2124731B1_2 (Contract)

Attached is Amendment No. 1 to the open-end Contract between Broward County (County) and YJ & R Landscaping, Inc. for providing Pressure Cleaning Services for Facilities Management Division (FMD).

On August 1, 2023, the County Administrator through the 2023 Board Summer Recess awarded the open-end contract to the lowest responsive, responsible bidder, YJ & R Landscaping, Inc., for Pressure Cleaning Services, Bid No. BLD2124731B1, for Facilities Management Division and other various County agencies that may have need for these services, for an initial three-year term in the estimated amount of \$1,968,600, which includes allowances in the annual amount of \$13,750; and authorize the Director of Purchasing to renew the contract for two one-year periods, for a five-year potential estimated amount of \$3,281,000 (Exhibit 1). The initial contract period began on August 1, 2023 and was expected to terminate July 31, 2026.

Amendment No. 1 will memorialize the following:

- Retroactively revises the Effective Date of the Contract to August 1, 2023, for a potential maximum term of five (5) years.
- Increase the unit prices to mitigate the increased costs to living wage rates and requirement to provide paid time off to the Contract. This is in compliance with the Living Wage Ordinance amendments from October 25, 2022, to the Living Wage Ordinance, Section 26-102(a)(2); and
- Increases the Contract by \$24,480.33 annually; thus, the contract will increase by \$73,441.00 (rounded) for the initial three-year term and the potential five-year term will increase by \$122,401.65 (\$24,480.33 x 5 Years).

Execution of Amendment No. 1
YJ & R Landscaping, Inc. Pressure Cleaning Services,
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Per General Conditions Section C.33. Amendments; Severability, "Any modification or change to the contract must be by written amendment signed by Contractor and the County" (Exhibit 2).

In accordance with the Section 21.47 of the Procurement Code (Code), the "Director of Purchasing is authorized to award solicitations and execute contracts (including agreements, amendments, work authorizations, change orders, and extensions and renewals thereof)...in an amount not exceeding \$500,000, inclusive of the value of any renewals or extensions provided for in the award". This amendment does not exceed the cumulative authority of the Director of Purchasing, as the cumulative value, inclusive of Amendment No. 1, is \$122,401.65 (\$24,480.33 x 5 Years).

Threshold Increase History Contract No. BLD2124731B1, Pressure Cleaning Services			
<u>Award</u>			
Date	Descriptions	Amount Approved by	Amount proved by Director of Purchasing
1/5/2023	Potential Award (Five-Year Term) by County Administrator on Summer Recess List 2023	\$ 3,281,000.00	
Total		\$ 3,281,000.00	\$ 0
<u>Amendments</u>			
Date	Descriptions	Amount Approved by Board	Amount Approved by Director of Purchasing
Request Herein	Amendment No. 1 (Living Wage & PTO Increase)		\$ 122,401.65
TOTAL		\$ 0	\$ 122,401.65
TOTAL BY APPROVAL AUTHORITY		\$ 3,281,000	\$ 122,401.65
TOTAL CONTRACT AMOUNT (including all renewals)		\$ 3,403,401.65	

Please digitally sign Amendment No. 1 and return to Alvin Anderson for distribution.

EXHIBITS:

Exhibit 1 - Award Memorandum approved January 5, 2023

Exhibit 2 - Contract No. BLD2124731B1_2, General Conditions, Section C.33. Amendments;
Severability