

SECOND AMENDMENT TO AGREEMENT FOR DRY CARPET CLEANING SERVICES - CITYWIDE

THIS SECOND AMENDMENT TO AGREEMENT FOR DRY CARPET CLEANING SERVICES - CITYWIDE ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **CUBIX, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 59-3069016) ("Vendor").

WHEREAS, on July 19, 2021, City and Vendor entered into an Agreement for Dry Carpet Cleaning Services (the "Original Agreement"), City of Ocala Contract No.: FAC/210090, for a term of three years beginning May 18, 2021 through May 17, 2024; and

WHEREAS, on May 15, 2023, City and Cubix, Inc. entered into a First Amendment to Agreement for Dry Carpet Cleaning Services - Citywide to add two additional cleaning areas, and to reflect an increase in contract price necessitated by an amended price proposal and maintenance schedule (the "First Amendment"); and

WHEREAS, City and Vendor now desire to renew the Original Agreement for the two-year period available under the Original Agreement and to further revise the price proposal and maintenance schedule.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL AND EXHIBIT C – MAINTENANCE SCHEDULE.** The documents attached to the Original Agreement, as amended, as Exhibit B- Price Proposal and Exhibit C – Maintenance Schedule are hereby deleted and replaced, in their entirety, with the document attached to this Second Amendment as **Amended Exhibit B- Maintenance Schedule & Price Proposal.**
4. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional two (2) year term beginning on **MAY 18, 2024** and terminating **MAY 17, 2026.**
4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory services.
5. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor: Cubix, Inc.
Attention: Heather Corbitt
6450 Kingspointe Parkway
Orlando, FL 32819
E-Mail: heather@cubix-inc.com
PH: 407-373-7413

If to City: Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.gov
PH: 352-629-8343

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.gov

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

CUBIX, INC.

William E. Sexton, Esq.
City Attorney

(Authorized Signatory)

By: _____
(Printed Name of Signatory)

Title: _____
(Title of Authorized Signatory)

City of Ocala
Carpet Maintenance Schedule

Group "A"- (3x per Year)			Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Fleet & Facilities Mgt-Bldg 200	City Complex	1805 NE 30TH AVENUE			\$ 204.08			\$ 204.08			\$ 204.08				\$ 612.25
Public Works (Admin/Storm)-300	City Complex	1805 NE 30TH AVENUE			\$ 102.62			\$ 102.62			\$ 102.62				\$ 307.86
Electric Admin/Utility - Bldg 400	City Complex	1805 NE 30TH AVENUE		\$ 941.61			\$ 941.61			\$ 941.61					\$ 2,824.82
OFN - Building 500	City Complex	1805 NE 30TH AVENUE			\$ 204.18			\$ 204.18			\$ 204.18				\$ 612.53
Water & Sewer Admin - Building 600	City Complex	1805 NE 30TH AVENUE			\$ 122.91			\$ 122.91			\$ 122.91				\$ 368.73
PW/ENG-RE Survey - Building 700	City Complex	1805 NE 30TH AVENUE			\$ 337.09			\$ 337.09			\$ 337.09				\$ 1,011.26
Suntran-Bldg 900	City Complex	1805 NE 30TH AVENUE			\$ 143.49			\$ 143.49			\$ 143.49				\$ 430.47
Engineering (Traffic Ops) 300-REMOVED - 3.7.2023 - NO LONGER CARPETED AREAS TO CLEAN	City Complex	1805 NE 30TH AVENUE													\$ -
Fire Station 5 Removed 11.21 LS	Fire Rescue	2340 NE 25TH AVENUE													\$ -
Monthly totals			\$0.00	\$941.61	\$1,114.37	\$0.00	\$941.61	\$1,114.37	\$0.00	\$941.61	\$1,114.37	\$0.00	\$0.00	\$0.00	\$6,167.92

Group "B" (1x per Year)			Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
F.S. 6 1st 2nd fir & Apparatus Bay-REMOVED PER SERGIO MARIN - 2.27.2023	Fire Rescue	5220 SW 50th Court													\$ -
Fire Station 4 - REMOVED PER SERGIO MARIN - 2.27.2023	Fire Rescue	3300 SW 20th Street													\$ -
Airport Control Tower	Ocala Int'l Airport	1700 SW 60th Avenue				\$127.86									\$ 127.86
Airport Hangar #19	Ocala Int'l Airport	750 SW 60th Avenue				\$174.74									\$ 174.74
Airport Terminal Building - (Add-On 4.28.2023)	Ocala Int'l Airport	1770 SW 60th Avenue, Suite 600				\$201.70									\$ 201.70
Monthly totals			\$0.00	\$0.00	\$0.00	\$504.31	\$0.00	\$504.31							

Group "C" (3x per Year)			Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Elec & Cust Service, 1st Floor	Citizens Svc Ctr	201 SE 3rd Street, 1st Floor				\$1,162.36			\$1,162.36				\$1,162.36		\$ 3,487.07
Growth Mgt & Engineering - FL 2 -	Citizens Svc Ctr	201 SE 3rd Street, 2nd Floor				\$953.51			\$953.51				\$953.51		\$ 2,860.54
City Hall	DTO Ocala	110 SE Watula Ave	\$1,737.15				\$1,737.15					\$1,737.15			\$ 5,211.44

City of Ocala
Carpet Maintenance Schedule

Magnolia Art Xchnage MAX-REMOVED 2.23.2023 - NO LONGER CARPETED AREAS	DTO Ocala	533 NE 1st Ave														\$ -
Fire Station 3 Removed 11.21 LS	Fire Rescue	340 NE 8th Ave														\$ -
Monthly totals			\$1,737.15	\$0.00	\$0.00	\$2,115.87	\$1,737.15	\$0.00	\$2,115.87	\$0.00	\$0.00	\$1,737.15	\$2,115.87	\$0.00	\$11,559.04	

Group "D" (2x per Year)			Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Fire Station 2 - REMOVED PER SERGIO MARIN 2.27.2023	Fire Rescue	2701 SE 36th Avenue													\$ -
Fort King Tennis	Rec & Parks	3310 SE Fort King Street	\$97.27						\$97.27						\$ 194.55
Fire Station 7 Removed 10.21 LS		n/a													\$ -
Monthly totals			\$97.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194.55

Group "E" (1x - 4x per Year)			Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Totals
Recreation & Parks Admin	Rec & Parks	828 NE 8th Avenue							\$275.35						\$ 275.35
Parks Operations & Rangers	Rec & Parks	1307 NW 4th Avenue											\$201.04		\$ 201.04
8th Ave Senior Center	Rec & Parks	830 NE Sanchez Avenue					\$44.21						\$44.21		\$ 88.42
Lillian Bryant Center	Rec & Parks	2200 NW 17th Street Place	\$49.54						\$49.54						\$ 99.09
Discovery Center	Rec & Parks	701 NE Sanchez Ave	\$109.28						\$109.28						\$ 218.57
E.D. Croskey Center	Rec & Parks	1510 NW 4th Street		\$86.22						\$86.22					\$ 172.44
Barbara Washington Adult Activity Center - POSSIBLE REMOVAL-CONFIRMING	Rec & Parks	210 NW 12th Avenue									\$31.25				\$ 31.25
Mary Sue Rich Community Center - (Add-On 4.28.23)	Rec & Parks	1812 NW 21st Avenue	\$748.39			\$748.39			\$748.39			\$748.39			\$ 2,993.55
Monthly totals			\$907.21	\$86.22	\$0.00	\$748.39	\$44.21	\$0.00	\$1,182.56	\$86.22	\$31.25	\$748.39	\$245.24	\$0.00	\$4,079.70

MONTHLY SPENDS WITH CURRENT MAINTENANCE SCHEDULE AS OF 4.30.2024 (Excluding removed items from Exhibit B-1)

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
\$2,741.63	\$1,027.83	\$1,114.37	\$3,368.56	\$2,722.96	\$1,114.37	\$3,395.70	\$1,027.83	\$1,145.62	\$2,485.53	\$2,361.11	\$0.00

Monthly Totals

Total Annual Budget Increase of \$655.50

\$22,505.51