

**81808
PY'18-19
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **Ozone Air Design LLC**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **July 1, 2018**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2018 and expiring June 30, 2019 to provide air conditioning maintenance services.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A-1, Modified Statement of Work**, attached hereto and incorporated herein by reference. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by both of the Parties hereto in writing.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A-1, Modified Statement of Work**. **Maximum payment shall not exceed \$19,325.00 dollars, in accordance with Exhibit B-1, Modified Payment Provisions**, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is deleted in its entirety and replaced with the following language:

This document and its Attachments and Exhibits specified herein incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and its Attachments and Exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-1	Modified Statement of Work
Exhibit	B-1	Modified Payment Provisions

Article 17, Section 17.1.1, Breach of Agreement, is deleted in its entirety and replaced with the following language:

The Contractor fails, in whole or in part, to provide the goods or services set forth in the solicitation, **Modified Statement of Work, Exhibit A-1**, or other attachments or Exhibits.

Any alterations, variations, amendments, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.


All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURE FOR: **Ozone Air Design LLC**
PROGRAM ENTITLED: **Air Conditioning Maintenance Services**
INDEX CODE: **81808**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801;TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:  _____ 10.16.18
Autney Holmes
Manager
Ozone Air Design LLC
Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ 10-19-18
Rick Beasley
Executive Director
South Florida Workforce Investment Board
Date

**MODIFIED STATEMENT OF WORK
OZONE AIR DESIGN LLC
MONTHLY AIR CONDITIONING SERVICES**

I. Introduction

The Contractor does hereby agree to provide air conditioning maintenance services to the South Florida Workforce Investment Board (“SFWIB”) dba CareerSource South Florida (“CSSF”) as described herein in compliance with the conditions herein stated. Upon request, the Contractor shall perform monthly air conditioning maintenance services. These services will be provided for four (4) locations occupied by the SFWIB. The contractor shall also perform bi-monthly air conditioning maintenance services at the CSSF Storage Warehouse.

II. Services to be rendered

The Contractor’s monthly air conditioning maintenance services (1) shall be performed in a good workmanlike and professional manner; (2) shall conform to generally prevailing industry standards and practices; and (3) shall conform to the SFWIB’s expressed requirements set forth herein, including but not limited to the following:

The Contractor shall ensure its employees carry out the proper performance of the air conditioning maintenance services set forth below, which includes but is not limited to:

1. Changing all filters;
2. Algacide treatments as needed;
3. Nitro blast as needed;
4. Check and fill compressor oil levels; and
5. Provide quote for other services not specified above, if needed, prior to work being performed.

III. Service Locations

The services set forth herein shall be provided at the following SFWIB locations:

Carol City CareerSource Center 4888 NW 183 rd Street Suites 201-206 Miami, FL 33055	SFWIB Server Room 7300 NW 19 th Street Suite 500 Miami, FL 33126
Hialeah Downtown CareerSource Center 240 1 st Avenue Suite 202-226 Hialeah, FL 33010	Homestead CareerSource Center 28951 South Dixie Highway Naranja, FL 33033
CSSF Storage Warehouse 7245 NW 19 th Street Bay-B Miami, FL 33126	

IV. Frequency of Service

All four (4) locations set forth in **Section III** above will be serviced monthly by the vendor between the 1st and the 15th of every month. The CSSF Storage Warehouse will be serviced bi-monthly by the vendor on the 1st and the 15th of every month.

**MODIFIED PAYMENT PROVISIONS
OZONE AIR DESIGN LLC
AIR CONDITIONING MAINTENANCE SERVICES**

The SFWIB shall pay the Contractor upon completion of air conditioning maintenance services as set forth in Exhibit A-1, Modified Statement of Work.

I. COMPENSATION

Upon receipt of a completed invoice package, the Contractor shall receive twelve (12) monthly payments per year for the HQ/IT Server Room, Carol City center, Hialeah Downtown center and the Homestead center locations, not to exceed \$17,700.00 and five (5) bi-monthly payments for the CSSF Storage Warehouse not to exceed \$1,625.00 for a total of \$19,325.00 for PY 2018-2019.

The amount payable per location is as follows:

Air conditioning Maintenance	Cost	Annual Cost
HQ / IT Server Room	\$140.00/ monthly	\$1,680.00
Carol City CareerSource Center	\$400.00/ monthly	\$4,800.00
Hialeah Downtown CareerSource Center	\$650.00/ monthly	\$7,800.00
Homestead CareerSource Center	\$285.00/ monthly	\$3,420.00
CSSF Storage Warehouse	\$325.00/ bi-monthly	\$1,625.00
Total		\$19,325.00

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials of any kind whatsoever, including, but not limited to, charges or expenses for travel, uniforms, supplies, equipment, or equipment maintenance expenses, shall be made and the Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

II. INVOICES

- A. The Contractor shall submit monthly timely invoices to the SFWIB for services provided under this Agreement.
- B. The Contractor shall complete an invoice, per location, itemizing services rendered, for each payment requested using only one of the following options:
 - 1. The Contractor shall submit all invoices to the SFWIB (Finance Department) via electronic mail to cssf_ap@careersourcesfl.com
 - or-
 - 2. The Contractor shall mail to the SFGWIB the completed invoice to the address set forth in **Article 19 (Notices)** of the Agreement and labeled: Attention: Finance Department.
- C. The SFWIB must receive the original signed invoice(s) not later than thirty (30) calendar days following the day that services are provided.

- D. Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A-1, Modified Statement of Work** are met, the SFWIB shall make payment(s) to “**Ozone Air Design LLC.**”
- E. If the quality of work is unsatisfactory for a particular service or period of time by the Contractor, a holdback of payment for said service or period shall occur until the quality of the work is deemed satisfactory by the SFWIB.
- F. The parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- G. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- H. The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.