

81735
 PY'18-19
 PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **Tri-County Lumping Service, Inc.**, 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 **December 1, 2017**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated December 1, 2017 and expiring June 30, 2018 to provide warehouse janitorial services.

Article 1, Effective Term, is deleted in its entirety and replaced with the following language:

The term of this Agreement shall commence upon **December 1, 2017** and terminate at the close of business on **June 30, 2019**, irrespective of its date of execution.

The SFWIB may, in the SFWIB's sole discretion, renew this Agreement for up to one (1) additional one (1) year performance period contingent upon satisfactory performance and availability of funding to the SFWIB upon such terms and conditions as both Parties agree to in writing.

Article 2, Statement of Work, is amended to include **Exhibit A-1, PY'18-19 Statement of Work**.

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, Statement of Work** and **Exhibit A-1, PY'18-19 Statement of Work**. **Maximum payment for PY'17-18 shall not exceed \$2,450 dollars, and maximum payment for PY'18-19 shall not exceed \$4,200 in accordance with Exhibit B, Payment Provisions, and Exhibit B-1, PY'18-19 Payment Provisions**, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-1	PY'18-19 Statement of Work
Exhibit	B-1	PY'18-19 Payment Provisions
Exhibit	C	Annual Certification

Article 16, Termination, is amended to include:

16.3 Termination Due to the Lack of Funds. In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances-Non-Construction Programs, Attachment 5**.

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 WHEREOF 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: **Tri-County Lumping Service, Inc.**
PROGRAM ENTITLED: **Janitorial and Maintenance Services**
INDEX CODE: **81735**
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: Barbara McCoy 5/24/18
Barbara McCoy Date
President
Tri-County Lumping Service, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: Rick Beasley 6/5/18
Rick Beasley Date
Executive Director
South Florida Workforce Investment Board

ANNUAL CERTIFICATION

Barbara McCoy, President, on behalf of Tri-County Lumping Service, Inc. certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement Index Code #81735.

By: Barbara McCoy 5/24/2018
Signature of Affiant Date

Barbara McCoy President
Printed Name of Affiant and Title

Tri-County Lumping Service, Inc.
Printed Name of Firm

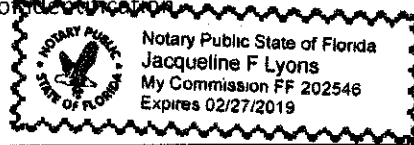
18421 NW 30th Avenue, Miami, FL 33056
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 24 day of MAY, 2018

He/She is personally known to me or has presented _____ as identification.

Type of Identification

Jacqueline Lyons
Signature of Notary



Serial Number

Jacqueline Lyons
Print or Stamp Name of Notary

2/27/19
Expiration Date

Notary Public – State of FL

**STATEMENT OF WORK
TRI-COUNTY LUMPING SERVICE, INC.**

I. Introduction

The Contractor does hereby agree to provide warehouse janitorial services to the South Florida Workforce Investment Board (“SFWIB”) dba CareerSource South Florida as described herein in compliance with the conditions herein stated.

II. Services to be rendered:

Services provided under this Agreement: (1) will 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:

A. The Contractor’s Employee’s shall be equipped with the necessary equipment to carry out the proper performance of the janitorial services as specified. This includes but is not limited to:

- Staff uniforms
- Cleaning cart/caddy
- Mops and pads
- Brooms
- Plastic buckets
- Gloves
- Dust pans
- Paper towel and toilet paper refills
- Liquid soap (refillable)
- Toilet bowl cleaners
- Cleaning solution
- Disposable cleaning cloths
- Window cleaning equipment
- Trash can liners
- Air fresheners (optional)

B. Power Equipment

- Floor machines
- Vacuums

C. Scope of Work

1. WAREHOUSE OPEN AREAS

Service Schedule	FREQUENCY			
	Weekly	Monthly	Quarterly	Annually
Vacuum entrance mats (if applicable)	X			
Spot clean metal door frames and door saddles	X			
Clean and sanitize drinking fountains	X			
Fine broom sweep concrete floor.		X		
Spot clean with degreaser oil residue if needed		X		
Dust off furniture and equipment		X		

2. RESTROOMS

Service Schedule	FREQUENCY			
	Weekly	Monthly	Quarterly	Annually
Empty all waste receptacles and sanitize same	X			
Clean and disinfect all basins, urinals and toilet bowls. Remove stains, clean underside and rims of toilets and urinals	X			
Clean and polish all mirrors, dispensers and trim	X			
Wash and sanitize toilet seats and sanitary napkin receptacles	X			
Fill toilet tissue, hand towels, and soap dispensers with approved paper products and hand soap	X			
Empty trash and place in disposal, sweep and wet mop floors with germicidal solutions	X			
Spot clean all ceramic tile wall surfaces	X			
Dust all horizontal window ledges and horizontal surfaces within reach from the floor		X		
Perform high dusting, including ceiling diffusers and return air grills – more frequently if required			X	
Damp mop all floors using germicidal, disinfectant solutions	X			

3. GENERAL OFFICE AREAS

Service Schedule	FREQUENCY			
	Weekly	Monthly	Quarterly	Annually
Gather all waste paper, tag and/or identify and remove to trash handling area	X			
Sweep and damp mop all ceramic and vinyl tile floors using treated dust mops and germicidal solutions	X			
Dust all horizontal window ledges and horizontal furniture, counter-tops and cabinet surfaces within reach from the floor		X		
Remove fingerprints from doors and partitions glass		X		
Spot clean fingerprints from furniture, cabinets, door frames, doors, switch-plates and walls as required		X		
Perform high dusting, including ceiling diffusers and return air grills			X	
Spot clean all door kick plates		X		
Dust all base boards			X	
Strip/wax vinyl composition (VCT) floors				X

III. Reporting Requirements

- A. The Contractor must provide a monthly log of all services performed at the center and send via e-mail to facilities@careersourcesfl.com
- B. Monthly reports shall be prepared, signed, and dated by the Contractor’s Supervisor for the facility and contain the following information as a minimum:
 - (1) Checklist of all tasks performed for each facility and the signature of the employee who performed them.

- (2) Discrepancies from the routine work scheduled and an explanation of the circumstances involved.
 - (3) Any damage or defect of center property where the Contractor has responsibility should be documented on reports with sufficient description and identified location for follow-up by the SFWIB.
- C. Failure to provide the report on a monthly basis with the requested information to the SFWIB will result in the SFWIB withholding payment from the monthly contractor amount for the days of work in question.
- D. In addition, all tasks shall be clearly listed on the monthly report. The SFWIB will verify the information presented on the invoice with the monthly report. If a task is not listed on the monthly report, the Contractor will not be paid for the service. If the Contractor fails to provide reports in a timely manner, this shall be sufficient cause to immediately terminate the contract.
- E. All monthly reports shall be delivered to the SFWIB for payment of the invoiced work.
- F. Monthly reports and forms are the responsibility of the Contractor.

IV. Service Locations:

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

CareerSource South Florida (storage) Warehouse	7245 NW 19 th Street Bay B Miami, FL 33126
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Inclusive of all public areas, restrooms and general office areas if applicable.

V. Hours of Operation:

A. Monthly (Day)

- Monday thru Friday (first week of the month)
- Hours for cleaning: After 9:00 a.m. – 4:00 p.m.

**PY'18-19 PAYMENT PROVISIONS
Tri-County Lumping Service, Inc.
JANITORIAL SERVICES**

The SFWIB shall pay the Contractor upon completion of janitorial services as set forth in **Exhibit A-1, PY'18-19 Modified Statement of Work**.

I. COMPENSATION

The SFWIB shall pay the Contractor based upon a fixed monthly rate of \$350.00 for the twelve (12) month period. Payments are not to exceed **\$4,200.00** for the location listed below:

CareerSource Headquarter (Storage)Warehouse	Monthly Cost	Total 12 month Cost
Warehouse Janitorial Service	\$350.00	\$4,200.00

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 invoices to the SFWIB for services provided under this Agreement.
- B. The Contractor shall complete an **original** invoice itemizing services rendered, for each payment requested.
- C. The Contractor shall mail to the SFWIB the completed **original signed invoice** to the address set forth in **Article 19 (Notices)** of the Agreement and labeled: Attention: Finance Department.
- D. The SFWIB must receive the original signed invoice(s) not later than thirty (30) calendar days following the day that services were provided.
- E. Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A-1, PY'18-19 Statement of Work** are met, the SFWIB shall make payment(s) to **Tri-County Lumping Service, Inc.**
- 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 services by the Contractor under this Agreement.