

81721
PY'18-19
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **Wegman Associates of Georgia, 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 **July 1, 2017**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2017 and expiring June 30, 2018 to provide multi-center routine and emergency moving services.

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

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

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 \$25,755.00 dollars, and maximum payment for PY'18-19 shall not exceed \$30,000.00 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to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Contractor.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.
- 16.4 Termination for Cause. The SFWIB may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain

adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

- 16.5 Termination for Convenience. The SFWIB, by written notice to the Contractor, may terminate the Contract in whole or in part when the SFWIB determines in its sole discretion that it is in the SFWIB's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

Article 17, Breach of Agreement, is amended to include **Exhibit A-1, PY'18-19 Statement of Work**.

Article 30, Modifications, is renamed to **Article 30, Amendments** and deleted in its entirety and replaced with the following language:

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.

Article 64, Annual Certification, is hereby added as follows:

On an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the original AGREEMENT are current and that the terms and conditions have not changed. The Contractor shall complete **Exhibit C, Annual Certification**, attached hereto and incorporated herein by reference.

Article 65, Copeland Anti-Kickback Act, is hereby added as follows:

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. 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**.

Article 66, Davis-Bacon Act, As Amended (40 U.S.C. 3141-3148), is hereby added as follows:

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay 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.

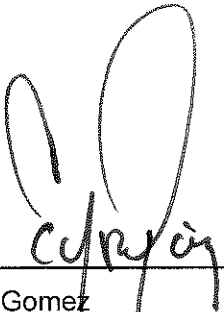
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE


SIGNATORY FORM

IN WITNESS 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: **Wegman Associates of Georgia, Inc.**
PROGRAM ENTITLED: **Multi-Center Routine and Emergency Services**
INDEX CODE: **81721**
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:  _____ Date 6/19/2018
Eyvor Gomez
Chief Financial Officer
Wegman Associates of Georgia, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ Date 6/20/18
Rick Beasley
Executive Director
South Florida Workforce Investment Board

**PY'18-19 STATEMENT OF WORK
WEGMAN ASSOCIATES OF GEORGIA, INC.
MULTI CENTER ROUTINE & EMERGENCY MOVING SERVICES**

I. Introduction

The Contractor does hereby agree to provide multi center routine & emergency moving 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 shall provide the following services:

- Routine and emergency inter office moving and disposal
- Routine and emergency intra office moving and disposal

B. The Contractor's employees shall be equipped with the necessary equipment to carry out the proper performance of moving services as specified herein. This includes but is not limited to:

- Staff Uniforms
- Moving cart/caddy
- Hand power tools for quick dismantling of systems furniture

III. Service Locations:

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

Location	Address
Headquarters	7300 NW 19 th Street, Suite 500, Miami, FL 33126
West Dade	8485 Bird Road, 2 nd Floor, Miami, FL 33155
Homestead	28951 S. Dixie Highway, Homestead, FL 33033
Carol City	4888 NW 183 rd Street, Suites 201-206, Miami Gardens, FL 33055
Hialeah Downtown	240 E 1 st Avenue, Suites 222, Hialeah, FL 33010
Perrine	18901 SW 106 th Ave. Suite 218 Miami, FL 33157
City of Miami	750 NW 20 th Street, 4 th Floor, Miami, FL 33127
Little Havana	5040 NW 7 th Street, Suites 200, Miami, FL 33126
Northside	7900 NW 27 th Avenue, Suite 200, Miami, FL 33147
North Miami Beach	801 NE 167 th Street, North Miami Beach, FL 33162
Miami Beach	833 6 th Street, 2 nd Floor, Miami Beach, FL 33139
HQ Storage Warehouse	7245 NW 19 th Street, Bay - B, Miami, FL 33126
Edison Courts	325 NW 62 nd Street, Miami, FL 33150
South Miami	5825 SW 68 th Street, Suite 3, Miami, FL 33143
Opa-Locka	780 Fisherman Street, Suite 110, Opa-Locka, FL 33054
Key Largo	103400 Overseas Hwy, Suite-239, Key Largo, FL 33037

IV. Request for Services:

All service requests will be made by the SFWIB on an as-needed basis. Before the commencement of any work, the Contractor shall provide an estimate of the number of hours required for completion of the requested moving services.

**PY'18-19 PAYMENT PROVISIONS
WEGMAN ASSOCIATES OF GEORGIA, INC.
MULTI CENTER ROUTINE & EMERGENCY MOVING SERVICES**

The SFWIB shall pay the Contractor upon completion of multi center routine and emergency moving services as set forth in **Exhibit A-1, PY'18-19 Statement of Work**.

I. COMPENSATION

The SFWIB shall pay the Contractor based upon a fixed hourly rate of **\$30.00** (for routine services) and **\$45.00** (for emergency services). Payments are not to exceed **\$30,000.00**, for the locations listed in **Exhibit A-1, Article III, Service Locations**.

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 timely invoices to the SFWIB for services provided under this Agreement.
- B. The Contractor shall complete an **original** invoice itemizing services rendered, per Location, 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 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 **Wegman Associates of Georgia, 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 service by the Contractor under this Agreement.

Initials: eg

ANNUAL CERTIFICATION

Myles S. Wegman, CEO, on behalf of Wegman Associates of Georgia, 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 # 81721.

By: [Signature]

6/19 2018

Signature of Affiant

Date

E. W. Wegman CFO

Printed Name of Affiant and Title

Wegman Associates of Georgia, Inc.

Printed Name of Firm

8771 NW 102 Street, Medley, FL 33178

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 19th day of June 2018

He/She is personally known to me or has presented Florida ID on file as identification.

Type of identification

[Signature]

69052515

Signature of Notary

Serial Number

CYNTHIA P. RODRIGUEZ

NOTARY PUBLIC

STATE OF FLORIDA

Comm# GG052515

Expires 1/21/2021

1/21/2021

Expiration Date

Print or Stamp Name of Notary

Notary Public - State of Florida

