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### Janitorial Service Agreement

This agreement is made on \_\_\_**7-25-22**\_\_\_\_, between, <u>CareerSource Broward (CSBD)</u>, hereinafter called OWNER/OPERATOR, and AK Building Services Inc. located at 915 Middle River Drive #317 Fort Lauderdale, FL 33304, hereinafter called CONTRACTOR.

- 1. CONTRACTOR will perform for OWNER, in a good and workmanlike manner, and subject on the premises located at <u>2890 West Cypress Creed Road Fort Lauderdale, FL</u> <u>33309</u>. To carry out the provisions of this section, CONTRACTOR'S supervisory personnel will regularly inspect the premises and the work done by the CONTRACTOR'S employees and will exercise authority over all such employees.
- 2. CONTRACTOR will furnish all labor, equipment, materials and personnel necessary to the performance of its duties. OWNER shall provide suitable storage facilities for equipment and materials provided by the CONTRACTOR with proper locks to protect CONTRACTOR'S property, but, should such equipment or materials be lost, damaged, or destroyed, due to OWNER'S employees or agents having access to and use of CONTRACTOR'S equipment and materials, OWNER will reimburse CONTRACTOR for the replacement thereof with equipment and materials of equal value and for costs and expenses incurred to such replacement. Prior to storing any items on the property, contractor will provide an inventory list including photographs of equipment being stored.
- 3. CONTRACTOR representatives and their employees working shall be background-checked and cleared according to all State and Local requirements for working in facilities. CONTRACTOR shall provide OWNER with an updated list of all cleared employees via email when any personnel changes are made. CONTRACTOR shall provide and their representatives and employees shall wear at all times while on the building premises a photo identification badge with the CONTRACTOR name and employee's name and photograph, for verification purposes. All employees shall meet I-9 requirements



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## Janitorial Service Agreement (Cont'd)

- 4. CONTRACTOR will perform its duties Monday thru Friday, except for holiday's observed by the OWNER. In any event, CONTRACTOR will perform its duties in such manner as to avoid inconvenience to the users of the premises and interference with the OWNER'S operations. CONTRACTOR observes and is not obligated to provide service on the legal United States holidays (unless instructed otherwise): New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. OWNER will provide a list of holidays when the offices will be closed.
- 5. CONTRACTOR will secure all permits required to perform its duties and will comply with all applicable workmen's compensation, employer's liability, and other Federal, State, County, and Municipal laws, ordinances, rules, and regulations. CONTRACTOR will also ensure and comply with all legal, safety, and insurance regulations.
- 6. CONTRACTOR will indemnify OWNER against all liability, demands, claims, suits, losses, damages, causes of action, fines or judgment including: costs, attorney fees, witness fees and expenses incidental thereto for injuries (including death) to person or property arising out of in connection with CONTRACTOR'S performance of its duties hereunder, unless caused by negligence or willful misconduct of the OWNER. OWNER will give CONTRACTOR prompt written notice if OWNER is aware of the occurrence of any such demand, claim, or suit against it, and CONTRACTOR shall have the right to compromise or defend the same to the extent of its own interest.
- 7. During the terms of this Agreement, CONTRACTOR will carry and maintain in full force liability insurance naming OWNER (CSBD) as a third party beneficiary and workmen's compensatory insurance presented in this agreement.
- a. COMMERCIAL GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the contract. It must be an



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occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Contractors. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.

b. Workers' Compensation and Employer's Liability insurance coverage. Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statues. Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor shall ensure that the Workers Compensation Policy contains an alternate employer endorsement to extend workers' compensation coverage by including the addition of CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers, to Contractor's policy's endorsement schedule. The alternate employer endorsement shall cover injury sustained by employees during their temporary or special employment by the alternate employer listed in the endorsement schedule. The schedule must indicate Florida as the state in which the temporary workers will be employed. Contractor shall remain the



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### Janitorial Service Agreement (Cont'd)

worker's primary employer, with CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers, also insured while the temporary workers are assigned to CSBD.

Further the Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident.

Contractor will provide CSBD Certificates of Insurance, evidencing the required coverage prior to contract start including all endorsements required herein and shall keep such certificates current during the entire term of this Contract. If Contractor fails to maintain insurance as specified in this Contract, CSBD may terminate this Contract upon twenty-four (24) hours written notice. The certificates of insurance shall:

- 1. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- 2. The certificate shall contain the title of the Contract and the Contract number.
- 3. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Blvd., Fort Lauderdale, FL 33309

The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract.



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# Janitorial Service Agreement (Cont'd)

- 8. E-VERIFY: Contractor agrees to comply with Florida Statutes 448.095 and shall:
  - a. Use the E-Verify system to verify the work authorization status of all new hires contractors and subcontractors,
  - b. Not employ, contract with, or subcontract with an unauthorized alien,
  - c. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
- 9. The term of this Agreement shall commence on <u>8-1-2022</u>, and shall remain in effect thereafter for one (1) calendar year, subject to termination by either party giving thirty (30) calendar days written notice sent via US Mail to the other party of its desire to terminate this Agreement.
- 10. The services covered by this Agreement shall be provided at the following rates; any applicable sales tax, imposed by the state, city, county, and/or municipality is not included in the rate, and shall be added accordingly:

Regular Services (as explained in Quote - Exhibit A):

\$3,992.00 - Price per month for five days per week (Includes a four hour day porter)

Additional Services available as below mentioned prices:

Extraction Carpet Cleaning – \$.20 cents per square foot.

Hard Surface Floor Care (VCT: Strip and 5 coats of wax) – \$.45 cents per square foot (minimum \$100.00 per job) Handyman Services – \$25.00 per hour Window Cleaning



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## Janitorial Service Agreement (Cont'd)

- \$8.00 per window; **Power washing** \$.10 cents per square foot; **Emergency Cleanup** \$30.00 per hour
- 11. Contractor shall provide a loose leaf "action logbook" where the office manager and the lead custodian must make **DAILY** entries to communicate any special cleanliness concerns, and, also, if none exist that day. The logbook shall be kept at the front reception desk, where it can be examined by OWNER or CONTRACTOR personnel at any time. A sample logbook page is included in this Agreement.
- 12. OWNER agrees to pay CONTRACTOR according to monthly invoices approved by the CSBD Senior VP of Finance. Terms of payment will be Net 30 after receipt of an error free invoice.
- 13. The OWNER understands that CONTRACTOR pricing is based on square footage. OWNER is responsible to notify the CONTRACTOR in writing if there are any changes in area or type of service for those areas; the CONTRACTOR will adjust the amount of the invoicing accordingly.
- 14. CONTRACTOR agrees that the current rate is established by the quote provided in Exhibit A and will be maintained for a one-year term.



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Janitorial Service Agreement (Cont'd)							
IN WITNESS WHEREOF, the parties execute this Agreement in duplicate as of the date first written above.							
AK Building Services	CareerSource Broward						
By: Mark Ceda	By: Carol Hylton						
Print: Mark Cedar	Print:						
Date	Date: _07/28/2022						

### citrix | RightSignature

#### SIGNATURE CERTIFICATE

91ccf705 afcd7e6a8fcd93a402c6244d612eac3940abf7b2ddcb0283fa8bf0d9



8 f73 d01447 fdc 21 d8 f09 b800 cab fb04 a accc 839163 a 8d5 bb37798 d1 aacc9e 01 a

#### TRANSACTION DETAILS **DOCUMENT DETAILS Reference Number Document Name** ABA12E02-1D69-4A92-8030-498AC67A1884 Careersource Broward Agreement Updated 7-25-22 **Transaction Type Filename** Signature Request $career source\_broward\_agreement\_up dated\_7-25-22.pdf$ Sent At **Pages** 07/28/2022 09:27 EDT 7 pages **Executed At Content Type** 07/28/2022 16:02 EDT application/pdf **Identity Method** File Size 194 KB **Distribution Method Original Checksum**

**Signer Sequencing** 

**Signed Checksum** 

Disabled

email

**Document Passcode** 

Disabled

#### **SIGNERS**

SIGNER	E-SIGNATURE	EVENTS		
Name Carol Hylton	<b>Status</b> signed	Viewed At 07/28/2022 16:01 EDT		
<b>Email</b> chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 78f58146a8ec75f2a612697133413c360bf9320a96682b6b4094b09b94ca10f2	Identity Authenticated At 07/28/2022 16:02 EDT		
Components 2	IP Address 67.23.70.69	Signed At 07/28/2022 16:02 EDT		
	<b>Device</b> Chrome via Windows			
	Typed Signature			
	Carol Hylton			
	Signature Reference ID A289D8FD			

#### **AUDITS**

TIMESTAMP	AUDIT
07/28/2022 09:27 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'careersource_broward_agreement_updated_7-25-22.pdf' on Chrome via Windows from 67.23.70.69.
07/28/2022 09:27 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
07/28/2022 15:36 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a reminder.
07/28/2022 16:01 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
07/28/2022 16:02 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
07/28/2022 16:02 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.



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June 26, 2022

#### CareerSource Broward

2890 West Cypress Creed Road Fort Lauderdale, FL 33309

Attn: Rosamond Parker-Pickett, VP of HR

Re: Janitorial Services

Dear Ms. Parker-Pickett

Thank you for the opportunity to continue providing janitorial services at the current monthly rate (no changes in prices from the previous year) at your office building located at 2890 West Cypress Creek Road Fort Lauderdale, FL. As per our review and your specifications, we hereby submit the following price for janitorial services.

Career Source Broward									
	Frequency	Days	Time	Monthly Annual Price Price					
Evening Cleaning	5 Days	M-F	After 6 pm	\$ 2,443	\$	29,316			
Day Cleaning	5 Days	M-F	10 am to 2 pm	\$ 1,549	\$	18,585			
				\$ 3,992	\$	47,900			

Sales Tax Excluded

#### Notes to the above pricing

- AK will be responsible to machine scrub all tiles floors throughout the facility one time per month (included in above price).
- The above pricing for the evening service is 5 days per week (after 6 pm)
- The above pricing for the day cleaning is 5 days per week (10:00 am to 2:00 pm).
- All of AK's employees will be background checked at AK's cost.
- The above pricing does not include paper products (i.e. toilet paper, hand towels, hand soap, toilet seat covers, kitchen towels and trash bags). Paper products will be supplied by CareerSource Broward.



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#### Who We Are

AK Building Services is a South Florida family owned business, not a Franchise. All of our cleaners are employees of AK Building Services and we do not sub-contract our labor. Further we conduct background checks on all our employees for criminal activity as well as verification of citizenship. All our cleaners are well supervised and we conduct spot checks to ensure the highest level of quality. It is our commitment to deliver superior service to our customers and to always exceed expectations.

AK utilizes all the latest green cleaning techniques which include only using microfiber rags and a microfiber flat mop system. We understand that the flat mop system will keep the tile and grout clean since clean water and solution is always applied to the floor. Unlike traditional string mop and buckets where all the dirty water ends up in the grout lines and the floors, flat mops are always the preferred way to prevent this from occurring. All our mops are color coded so anything that is cleaned in a bathroom is never used outside of the bathroom to prevent cross contamination.

AK was started by Mark Cedar. Mr. Cedar grew up in the cleaning business as his father spent over 35 years in the janitorial business. Mr. Cedar graduated from Bentley College in Waltham, Massachusetts and received an MBA from Northeastern University.

AK is a drug free, fully licensed insured and bonded company. Our workers compensation policy is covered for \$1.0 million per accident. Our liability insurance policy includes \$2.0 million general aggregate and \$1.0 million per occurrence. Each of our employees is bonded up to \$25,000 per employee.

Some of current customers include Green Companies, Avison Young, JLL, Transwestern, Federal Express, HBO Latin America, Ocwen Financial Corp (2 office buildings), Johnson and Johnson, Chromalloy Gas and Turbine (PB Gardens), Medical Specialist of Palm Beaches (16 medical offices), FAU MBA and Executive School and the US Army National Guard.



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#### References

#### City of North Palm Beach

Contact: Dennis Nentwick - (561) 644-5311

Duration – 2 years

#### City of Riviera Beach

Contact - Jan L. Bockmeulen - 561 480 5871

Duration – 5 years

#### Internal Revenue Service Center - Plantation, Florida

Contact: Jack C. McAllister (Cushman and Wakefield) - 310-775-7912

Duration: 7 years



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#### **General Cleaning Specifications**

#### Offices, Hallways, Stairwells, Elevators, Lobby (2 floors) - Nightly

#### **5 Times Per Week**

- 1. Empty all waste receptacles, removing office, trash to area on premises for disposal and replace plastic liners as needed
- 2. Sweep and mop all hard floor surfaces (only utilize flat microfiber mop system)
- 3. Vacuum and mop all hard flooring with a neutral cleaner.
- 4. Hand dust/wipe down office furniture, window-sills, ledges, moldings, counters, picture frames, cabinets, etc.
- 5. Dust on top of file cabinets
- 6. Vacuum all carpeting moving all light movable furniture and objects
- 7. Wipe all picture frames and wall hangings.
- 8. Wipe and polish sinks, drinking fountains any other stainless steel.
- 9. Spot clean walls as needed (depends on type of oil or water based paint).
- 10. Spot clean all interior glass partition and doors as needed.
- 11. Spot clean all carpet stains
- 12. Wipe down reception area counter.
- 13. AK not to touch any papers on employee's desks.
- 14. Clean inside and outside of elevators (apply stainless steel cleaner to all metal).
- 15. Clean elevator tracks One time per week.
- 16. Clean front glass doors inside and outside on a nightly basis.
- 17. Wipe down all conference room tables
- 18. Organize and clean all janitorial closets
- 19. Lock and secure facility each evening (all lights turned off if needed)



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#### **General Cleaning Specifications (Continued)**

#### Kitchen, Lunch Rooms & Coffee Stations - Nightly

- 1. Sweep/mop/vacuum floors.
- 2. Remove all trash and replace liners
- 3. Wipe down all counters and clean sinks
- 4. Wipe face of refrigerator and microwave (inside and outside)
- 5. Wipe down tops of tables and wipe down all chairs
- 6. Clean outside and inside microwave

#### **Restrooms - Nightly**

- 1. Empty trash cans and replace liners
- 2. Re-stock all paper products and hand soap
- 3. Wipe down all counters and sinks with a disinfectant cleaner
- 4. Sweep and mop all floors with a disinfectant cleaner
- 5. Wipe down all fixtures and all stall partitions
- 6. Clean mirrors and stainless steel
- 7. Re-stock all paper products for bathrooms paper supplied by Customer (Daily)

#### **Detail Dusting and Cleaning – Monthly**

- 1. Dust all areas beyond normal reach to include ceiling air conditioning supply diffusers, returns and other hard to reach areas.
- 2. Dust Blinds
- Clean all windows sills
- 4. Spot clean interior glass panels
- 5. Wipe down all chairs.
- 6. Machine scrub all tile floors

#### **Common Area Cleaning**

1. Clean stairwells – 1 time per week (sweep and mop)



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#### **General Cleaning Specifications (Continued)**

#### **Day Porter Duties**

- 1. Clean front door glass doors
- 2. Clean inside all bathrooms which include the cleaning of all the toilets, wiping down all the counters, touching up stainless steel and cleaning all sinks/faucets. All areas will be disinfected. Further, all paper dispensers will be re-stocked. Please note that floors will be swept but will not be mopped during the daytime to avoid injury. All mopping occurs in the evening.
- 3. Clean all break rooms. Wipe down all counters, sweep floors, clean inside/outside microwave, clean outside of refrigerator.
- 4. No vacuuming will occur unless any type of spill. Vacuuming occurs in the evening.
- 5. Clean all conference rooms wipe down conference room table.
- 6. Address any type of spills/emergencies during the daytime.