

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0118-0110**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and FAM Pressure Cleaning LLC, a Florida Limited Liability Company ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide PRESSURE WASHING OF CITY FACILITIES to the CITY as further described in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Reserved.

Section 3. Fees and Payments; Limitations.

(a) Unless the Exhibits specifically provides for reimbursement of expenses, the Fee described herein will be CONTRACTOR's sole compensation for the services to be provided.

(b) The CITY will pay CONTRACTOR up to **\$ 71,388.38** annually, based on the Fee Schedule attached hereto as Exhibit B.

(c) Except for any expenses specifically provided for in Exhibit B, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR must separately invoice the CITY for each purchase order. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the date of the purchase order.

(b) At to the not-to-exceed Fee, the CITY will pay based on the hours billed and the hourly rate schedule (see Exhibit B), provided, that CONTRACTOR is completing the work at a reasonable rate consistent with Exhibits; and provided, that the not-to-exceed maximum set forth in Section 3 above will not be exceeded unless approved by the CITY

(c) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs

(d) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local

income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also be responsible for the performance of CONTRACTOR's subcontractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

Section 8. Public Records.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is 3 years, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to 2 Terms of 1 year each, by providing CONTRACTOR written notice at least 60 days before the end of the current Term.

If this Contract specifically provides that some or all of CONTRACTOR's services will be required only after issuance of a CITY work authorization, any work authorizations previously issued by the CITY will remain in effect after the expiration of this Contract unless the CITY terminates this Contract due to CONTRACTOR's material breach after notifying CONTRACTOR to suspend such services as provided below.

Section 10. Termination of Contract.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 12. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not

limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 13. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If CONTRACTOR wishes to claim an exemption from worker's compensation insurance requirements, CONTRACTOR will notify the Risk Manager in writing on CONTRACTOR's official letterhead.

(2) Liability Insurance, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$ 500,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

(b) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates. The certificates will also contain the following language as to cancellation:

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) Termination of Insurance. CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Section 14. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

Attn: David Waller, Deputy Public Works Dir.
The City of Daytona Beach
950 Bellevue Avenue
Daytona Beach, FL 32114
Fax: 386-671-8605

To CONTRACTOR:

Attn: LaRon Tukes, Owner
FAM Pressure Cleaning, LLC
1428 Jackson Avenue
Daytona Beach, FL 32114
Fax: 407-423-5512

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 15. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 16. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 17. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 18. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 19. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the CITY's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR's services under this Contract.

(f) Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT

LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.


(n) **Incorporation of ITB and Proposal.** The CITY's Invitation to Bid 0118-0110, and the CONTRACTOR's responsive proposal are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.


(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

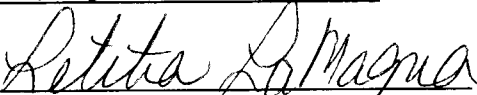
THE CITY

FAM PRESSURE CLEANING, LLC

By: 
Derrick L. Henry, Mayor

By: 
Printed Name: LARON TUKES
Title: OWNER
Date: 2-12-2018

Date: 3-21-18

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

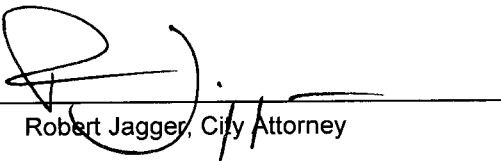
By: 
Robert Jagger, City Attorney

EXHIBIT A: Scope of Services

The scope of work shall include, but is not limited to:

- A. Contractor will pressure wash the entire exterior of buildings, sidewalks, parking surfaces and associated items.
 - 1. Pressure wash surfaces removing dirt, grime, dust, cobwebs, mildew, graffiti, accumulated debris and foreign materials. Post-wash rinsing of all surfaces and adjacent periphery surfaces is required to ensure cleanliness.
- B. Contractor will clean utilizing hot water pressure and/or steam to remove all foreign material, grease, oil stains, gum, floor stains, etc...
- C. Contractor will steam clean without chemicals. No chemicals (green, biodegradable or otherwise) will be considered for use, unless the contractor can assure the City no discharges will be made to the storm water system.
- D. Contractor will hot water pressure wash at 4,500 PSI with temperatures of 200°F and rinse washed water.
- E. Contractor will use truck or trailer mounted pressure cleaning unit(s) outfitted with 200 feet of high-pressure hose, a wand and hover cover (minimum of 22 inches). **The truck or trailer must have a minimum reservoir size of 500 gallons.**
- F. Covering of all electrical equipment to avoid water damage.
- G. Absorbent waffles, socks, blankets or similar devices constructed to capture runoff and remove pollutants and hydrocarbons to be installed downstream of cleaning operations - prior to entering the receiving storm inlet.
 - o Any bypass runoff that enters a storm structure will be removed from the receiving storm inlets at the end of cleaning operations daily.
- H. Sweeping of all areas with high velocity backpack blower.
- I. All pedestrian and roadway surfaces to be swept clean prior to and at the end of cleaning operations on a daily basis.
- J. All debris removed from the street, pedestrian walkways and storm inlets to be transported to a lined landfill.
- K. If at any time during cleaning operations, devices meant to contain the runoff from this operation fail, cleaning operations will be evaluated and new practice measures will be implemented and evaluated for their effectiveness.
- L. All Maintenance of traffic (if required) will be in accordance with current FDOT regulations and provided to the City for review 5 days prior to work beginning.
- M. The following page shows a list of designated locations, the anticipated schedule, number of times per year, and measurements.

WORK ASSIGNMENTS:

- A. The City will give a minimum lead time of one (1) calendar day to the awarded Bidder(s) prior to the desired start date for any unscheduled assignment.

SCHEDULING OF WORK:

- A. Hours of Operation: All work must be performed when visitor traffic is low, so services and/or pedestrian activities are not interrupted. The work week schedule will begin as stated on the bid schedule and continue each subsequent night until services specified are

complete. The Contract Administrator or its designee must be notified of any deviations from schedule.

- B. All cleaning activities will be performed during dry weather only.
No work is to be performed during any special event period including but not limited to Bike Week, Biketoberfest, Speedweeks, Spring Break, Turkey Rod Run, etc. without the prior written approval of the Deputy Public Works Director.

MID SCHEDULED FOR PRESSURE WASHING TTB # 0118-0110

Unit Price *
of Services

DESIGNATED AREA DESCRIPTION	ANTICIPATED SCHEDULE	# OF SERVICES/YEAR	Measurement	Unit of Measure	Hours of Operation	Bid Cost per Unit	Total
1 A1A From Main Street to ISB (Both Sides of Street)	3 x per year/horst areas each	3	23,548	Square Feet	2 am - 7 am	\$ 025	\$ 1,766.10
2 A1A from Burger King to Main Street (Both Sides of Street)	Quantity	4	28,004	Square Feet	2 am - 7 am	\$ 025	\$ 2,240.16
3 Beach Street Plaza ISB & Beach Street Between Bill Reed Jewlers & Carosel Antiques	Only Upon per Jason Jolienos Request	2	4,230	Square Feet	2 am - 7 am	\$ 025	\$ 211.50
4 Auditorium Blvd - Between Ocean Center & Peabody - Paved Road Areas & Roundabouts To The East & West of Peabody Auditorium Including Pavers & Sidewalks in front of Peabody	AS NEEDED	2	19,932	Square Feet	2 am - 7 am	\$ 025	\$ 996.60
5 Bandshell	Once A Month	12	35,000	Square Feet	2 am - 7 am	\$ 025	\$ 10,500.00
6 Boardwalk to Pier	9 X Per Year (APPROX EVERY 6 WEEKS)	9	110,000	Square Feet	2 am - 7 am	\$ 025	\$ 24,750.00
7 Breakers Park - Entire Park - Pavers, sidewalk, walls	Every Other Month	0	26,000	Square Feet	2 am - 7 am	\$ 025	\$ 3,900.00
8 Breakers Park - Restroom Areas	Every Two Weeks Approx	17	—	Square Feet	2 am - 7 am	\$ 50.00	\$ 850.00
9 Breakers Park - Just The Decorative Walkways in front of Park (West of the Park)	Once A MONTH	12	25,335	Square Feet	2 am - 7 am	\$ 025	\$ 7,660.50
10 Beach St (East Side) Sidewalk/Pavers from Orange Avenue to Bay Street AND Beach Street (West Side) - Pavers, Sidewalks & Alleys	2 X Per Year	1	50,771	Square Feet	2 am - 7 am	\$ 025	\$ 12,692.25
11 City Island Bridge from Beach to Library	1 X Per Year / When Needed	1	2,118	Square Feet	6 am - 10 am	\$ 025	\$ 52.95
13 Clyde Morris Sidewalks: Strickland and then Strickland to Clyde Morris in an "L" Shape	AS NEEDED	1	5,610	Square Feet	6 am - 11 am	\$ 025	\$ 140.25
14 Dumpster Enclosure/Beach Street Business District Behind Angpt & Pneps @ West End of Parking Lot on Beach St. Cleaning of Dumpster, Enclosure Area Including Walls, Doors & Floor	Once Per Month	12	1	Lump Sum	7 am - 10 am	\$ 65.00	\$ 780.00
15 Dumpster Enclosure/Beach Street Business District City parking lot at Palmello & Orange Ave in the parking lot at east end. Cleaning of dumpster, enclosure area including walls, doors & floor	Once Per Month	12	1	Lump Sum	7 am - 10 am	\$ 65.00	\$ 780.00
16 Dumpster Enclosure /Beach Street Business District City Parking Lot North of Bay Street Behind Council on Aging. Cleaning of Dumpster, Enclosure Area Including Walls, Doors & Floor	Once Per Month	12	1	Lump Sum	7 am - 10 am	\$ 65.00	\$ 780.00
17 Dumpster Enclosures at Joe's Crab Shack/Breakers Park Parking Lot	2 X Per Month	24	1	Lump Sum	7 am - 10 am	\$ 125.00	\$ 3,000.00
18 Grandview from Seabreeze to Grandview (Both Sides)	AS NEEDED	1	8,359	Square Feet	2 am - 7 am	\$ 025	\$ 2,089.75
19 Hallax Marina Sidewalks Surrounding the City Commercial Lease Building	2 X Per Year	2	13,524	Square Feet	2 am - 7 am	\$ 025	\$ 6,762.00
20 ISB Pedestrian Bridge - The one that says "Welcome to Daytona Beach" - Coming from the East it is the 2nd one)	AS NEEDED Prior to Special Events	2	27,040	Square Feet	2 am - 7 am	\$ 025	\$ 1,352.00
21 Mary McLeod Bethune Blvd (From MLK to US-1)	2 X PER YR	2	33,596	Square Feet	2 am - 7 am	\$ 025	\$ 1,679.80
22 Main St (A1A to Peninsula)	Before and after Bike Week 4 X per year	4	29,952	Square Feet	2 am - 7 am	\$ 025	\$ 2,995.20
23 Main St From A1A to Boardwalk	4 X PER YR	4	2,736	Square Feet	2 am - 7 am	\$ 025	\$ 273.60
24 OCEAN AVENUE FROM MAIN STREET TO A1A (east & west sides)	AS NEEDED	2	5,616	Square Feet	2 am - 7 am	\$ 025	\$ 280.80
25 Ora Street Park - Walkways & Pavers	AS NEEDED	2	14,225	Square Feet	2 am - 7 am	\$ 025	\$ 711.25
26 Pier Bridge, Main Street Entry	Every 6 weeks	8	6,280	Square Feet	2 am - 7 am	\$ 025	\$ 1,256.00
27 Seabreeze - A1A to Hallax	2 X per year	2	11,840	Square Feet	2 am - 7 am	\$ 025	\$ 592.00
TOTAL → 70,263.38							
ADDITIONAL SERVICES AS NEEDED.		EST. ANNUAL SQUARE FOOTAGE	SIZE	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE	
Spot Cleaning - As needed / Small Area		20000	0-5000	Square Feet	\$ 025	\$ 500.00	
Spot Cleaning - As needed / Medium Area		15000	5001-10,000	Square Feet	\$ 025	\$ 375.00	
Spot Cleaning - As needed / Large Area		10000	> 10,000	Square Feet	\$ 025	\$ 250.00	
TOTAL OF DESIGNATED AREAS + EST. ADDITIONAL SERVICES							\$71,388.38

* ALL UNIT PRICES ARE 2.5¢/sq. FT. *

71,388.38

FAM PRESSURE CLEANING, LLC

Composite Exhibit C is not attached. It will be kept on file in the Office of the City Clerk.

02-12-18 P12:41 IN