

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0118-0590**

THE PARTIES TO THIS CONTRACT are the CITY of Daytona Beach, a Florida municipal corporation (the "CITY"), and American Janitorial, Inc., a Florida profit corporation ("CONTRACTOR").

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

Section 1. Scope of Services. CONTRACTOR will provide custodial services to the CITY as further described in Exhibit A, attached hereto and incorporated herein by reference. The additive alternate described as Pro Shop is hereby included in the scope.

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 at the Unit Prices set forth in the Fee Schedule attached hereto as Exhibit B, including the additive alternate described as Pro Shop. Except as specifically provided written change order, total annual payments made to CONTRACTOR under this Contract will not exceed \$179,591.28.

(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 of care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida. CONTRACTOR acknowledges that many of the facilities to be serviced under this Contract are open to the public, and that the level of care as to public facilities is higher than the level of care required for private facilities.

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. Unless waived by CONTRACTOR such notice will be provided at least 60 days before the end of the current Term.

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.

In addition to suspending services in association with a notice of material breach, the CITY may immediately suspend CONTRACTOR's services herein if CONTRACTOR has breached CONTRACTOR's obligations and the City Manager determines on behalf of the CITY that such breach constitutes an imminent threat to

public health, safety, or welfare, or poses an undue risk of injury to persons or loss of CITY property. The City Manager may effect such suspension by verbal or phone notice

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.

(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 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.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000 The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(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.

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 email 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: Joe Paul, Operations Project Manager
The City of Daytona Beach
950 Bellevue Avenue
Daytona Beach, FL 32114
Email: pauljoe@codb.us

To CONTRACTOR:
Attn: Jeff Simmons, Vice President
American Janitorial, Inc.
87 North Central Avenue
Umatilla, FL 32784
Email: jeffsimmons@ajclean.com

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 RFP and Proposal.** The CITY's Request for Proposals 0118-0590, 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's Purchasing Agent. Requests for copies of Composite Exhibit may be made to the City Clerk. In case of conflicts between the RFP and Proposal, the RFP 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.

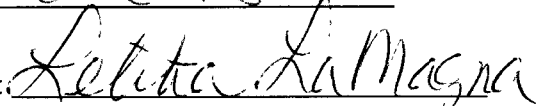
(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

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

THE CITY

By: 
Derrick L. Henry, Mayor

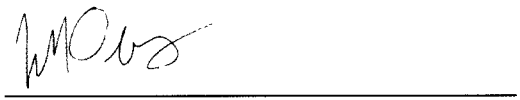
Date: 6-6-18

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form

By: 
Robert Jagger, City Attorney

CONTRACTOR

By: 
Printed Name: Jeff Simmons

Title: Vice President

Date: 5/21/2018

EXHIBIT A: SCOPE OF SERVICES

I. GENERAL REQUIREMENTS.

A. **The Work.** The CONTRACTOR will provide complete custodial services for the CITY facilities identified in Section I.B. of this Exhibit, sufficient to meet the Standard of Performance referenced in the Contract. This Scope of Work highlights the routine cleaning assignments or "Tasks" that CONTRACTOR will be required to perform in accordance with the Schedule below. However, these Tasks describe the minimum work required of CONTRACTOR to meet the Standard of Performance; and CONTRACTOR acknowledges that CONTRACTOR may from time to time be required to perform additional cleaning services not specifically identified as a Task, or to perform certain Tasks on dates or at times in addition to those scheduled in order to meet the Standard of Performance. CONTRACTOR will utilize his professional judgment on a day-to-day basis in which certain trade-offs of cleaning may be necessary to handle unusual, unexpected, or specially requested cleaning not specifically identified as a Task herein. The CITY will not be charged for these services except for an exceptional type of assignment that would be substantially different from day-to-day cleaning outside the scope of this Contract.

B. **Service Locations.** Custodial Services will be provided at the following CITY facilities (also referred to herein as "Service Locations" or "premises").

City Hall – 301 S. Ridgewood Ave. (excluding Information Technologies)

Fire Department Administration – 301 S. Beach St.

Public Works Complex – 950 Bellevue Ave. (excluding Fleet Maint.,

Archives, and Human Resources Archives)

Police Headquarters – 129 Valor Blvd

Police Holding Cells – 129 Valor Blvd

Utilities Wastewater Administration – 3651 LPGA Blvd

Utilities Environmental Laboratory – 3651 LPGA Blvd.

Utilities Central Maintenance Building – 3561 LPGA Blvd

Utilities Water Plant – Administration Building Only – 3651 LPGA Blvd.

Utilities W/MW Inspectors Building – 3651 LPGA Blvd

Utilities Marion Street Complex – 201, 215, 220, and 219 Marion St. and

525 Magnolia Ave

Utilities Bethune Point Complex – 1 Shady Pl.

Utilities Engineering and Administration – 125 Basin St.

C. The CONTRACTOR will be responsible for all supervision required to satisfactorily perform the requirements of this Contract.

D. The CONTRACTOR will be responsible for keeping all CITY buildings secured while CONTRACTOR's personnel are on the premises and will exclude all unauthorized persons. The CONTRACTOR will be responsible for locking all

doors and turning lights off when the CONTRACTOR's employees leave the premises.

The security door lock code utilized to access the Fire Department Administration main office must remain confidential and will not be distributed to unauthorized personnel. The Fire Department reserves the right to designate which of CONTRACTOR's personnel are authorized to receive the confidential door lock code.

CONTRACTOR will not issue or duplicate any ~~Ne~~ keys provided by the CITY without CITY's prior written consent ~~of the CITY~~. The CONTRACTOR will be responsible for informing CONTRACTOR's personnel of all security measures to which they must adhere. All keys must be returned at the termination or expiration of the Contract.

- E. The CONTRACTOR must furnish and maintain, in good repair, all equipment necessary to perform the required work, including, but not limited to vacuum cleaners, carts, buckets, mops, brooms, buffers, etc. The CONTRACTOR may either own or rent such required equipment.
- F. The CONTRACTOR will not use any products, supplies or equipment, which may be injurious or damaging to the surfaces upon which they are to be applied.
- G. The CONTRACTOR will be responsible for any breakage, damage, and/or loss of the CITY's equipment or supplies through negligence of the CONTRACTOR or CONTRACTOR's personnel while performing the required work.
- H. The CITY will provide consumables such as toilet paper, paper towels, liquid soap, air fresheners, seat covers, trash can liners and paper cups. The CONTRACTOR will provide a written inventory of these supplies and monthly usage to the Operations Project Manager on a monthly basis. The CONTRACTOR will provide all-cleaning supplies such as carpet cleaning compounds, disinfectants, floor cleaners, glass cleaners, bleach, dust treatments, utility cleaners, abrasives and non-skid wax for tile floor areas.
- I. The CONTRACTOR will comply with all OSHA "Right to Know" postings in all locations pursuant to Federal and State Law.
- J. The CONTRACTOR will perform any and all other related and additional miscellaneous janitorial cleaning duties, which may arise from time to time as a result of accidental spilling of any office materials, supplies, or food and beverages at no additional cost.
- K. The CONTRACTOR or a designated representative will be available for periodic meetings with personnel from the CITY. The CONTRACTOR will supply telephone number(s) of the designated representatives and substitute representatives.

L. The CONTRACTOR will submit a written report to the Operations Project Manager indicating the dates said service was performed, within 5 calendar days after completion of monthly, quarterly and annual service requirements.

M. The Operations Project Manager for this Contract is:

Joe Paul (386-671-8743)

Provided, however, that the CITY may by written notice designate any other CITY employee or representative as the Operations Project Manager, such notice including the new designee's contact information. Except where specifically provided otherwise in this Contract, CONTRACTOR should direct any questions to the Operations Project Manager.

N. All personnel employed by the CONTRACTOR will be required to pass a criminal background check and drug screening provided by the CITY Police Department. The CONTRACTOR will be responsible for payment of these screenings, which cost \$50 for each criminal background checks and \$45 for each drug screening. CONTRACTOR will pay such costs as to all initial personnel used to perform the required work, prior to submittal of the CONTRACTOR's first invoice. Thereafter, CONTRACTOR will pay for additional screenings within 30 days after receipt of CITY's invoice; and if CONTRACTOR fails to make any payment for screening of personnel when due, CITY will be entitled to reduce the cost of such screenings from any payments owed to CONTRACTOR.

O. CONTRACTOR personnel must wear identification, visible at all times while on CITY property. In addition, at all times while on CITY property all such personnel will behave in a courteous, professional manner and will be reasonably well-groomed.

P. The CITY will have the right to require CONTRACTOR to immediately remove from service under this Contract, any of CONTRACTOR's personnel who fail to meet the requirements N. and O. above, and any other personnel with respect to whom the CITY has reasonable objection.

Q. The CITY may reduce the payment otherwise owed to CONTRACTOR, based on CONTRACTOR's for failure to perform the work:

1. Failure to perform any Task will result in assessment of liquidated damages of \$20.00 per Task, per day. The CITY may waive liquidated damages if the CONTRACTOR remedies the situation within a given period of time prescribed by the CITY.
2. If the CITY elects to perform the Task or otherwise remedy the condition caused by CONTRACTOR's failure to perform the Task, the CITY may deduct expenses to make such correction from the CONTRACTOR's current or following invoice.

II. SCHEDULE

Except where specifically authorized by the Operations Project Manager, required services will be performed in accordance with the Schedule established herein.

A. **Service Days***. Days of service for the various Service Locations are as follows:

Monday through Friday:**

City Hall
Fire Department Administration
Public Works Complex
Utilities Facilities at LPGA Blvd.
Utilities Marion Street Complex
Utilities Bethune Point Complex
Utilities Engineering and Administration

7 days per week:

Police Headquarters
Police (Precinct)
Golf Course Pro Shop

* Service Days include holidays.

** Service days may be extended for these Service Locations to include Saturday and Sunday, with the Operations Project Manager's prior approval.

B. **Service Hours**. For the Utilities Marion Street Complex, hours of service will be generally be from 3:00 p.m. through 1:00 a.m., and for all other Service Locations, hours of service will generally be from 5:00 p.m. through 1:00 a.m. However, CONTRACTOR will be allowed to extend the hours of service beyond the 1:00 a.m. if reasonably necessary to complete scheduled Tasks or additional services; provided, however, that CONTRACTOR must complete all service by 4:00 a.m. unless otherwise approved in advance by the Operations Project Manager.

III. TASKS

The specific Tasks to be performed by CONTRACTOR are as follows:

A. **DAILY TASKS**. At all Service Locations, the CONTRACTOR will perform the following Tasks on each scheduled Service Day:

1. Thoroughly sweep all hard floors, including stairwells.
2. Wet-mop all hard floor areas.
3. Wet-mop all restroom floors, including baseboards, using a neutral cleaner with a disinfectant.

4. Thoroughly clean all restrooms and restroom fixtures, including mirrors, shelves, wash basins, stools, urinals, counters, kick boards, shower stalls, partitions and doors. All restroom equipment to be properly disinfected. Use a cleanser appropriate to the surface being cleaned to prevent damage to that surface while providing the required disinfection.

Replenish all restroom supplies (toilet tissue, soap, towels, etc.) provided by the CITY.

Wash Basins will be cleaned with an abrasive cleaner, rinsed with clean water and damp wiped to remove excess water. Shine wash basins with a dry cloth.

Mirrors will be sprayed with a cleaning chemical and wiped clean with dry cloth. A second cloth will be utilized to remove streaks and smears.

Toilet bowls will be cleaned with disinfectant and brush specifically designed for such task and all portions of the toilet will be cleaned to include the interior, flush rim, seat, exterior and exposed plumbing. Urinals will be cleaned with a disinfectant and brush specifically designed for such tasks and all portions of the urinal will be cleaned to include the interior, exterior and exposed plumbing.

Any graffiti on any walls or partitions will be removed immediately.

5. Clean all entrance door glass, inside and outside, removing all fingerprints and dirt. All entries will be kept clean removing spider webs from glass from ten feet prior to the door. All trash receptacles will be emptied (including under any pavilions) and walkway and entry will be swept or blown clean of all debris. Any graffiti will be removed immediately.
6. Clean and disinfect all drinking fountains and clean outside ashtrays.
7. Empty all wastepaper baskets, trash and disposal containers and remove this refuse from the building and building premises.
8. Empty all recycling bins and remove this refuse from the building to the designated recycling dumpster.
9. Vacuum all carpet.
10. Spot clean all hallway and office carpet as required for spillage or stained areas.
11. Remove all trash from all areas around building, including parking areas and in front of buildings. Sweep or blow all exterior walkways leading to entrances.

12. Clean break areas, including tables and chairs, bars, sinks, appliances, and coffee areas. Clean inside and outside of microwaves. Clean counters and exterior of any cabinetry with a damp cloth. Replenish towels and soap.
 13. Clean both sides of all windows as needed (if both sides of the window are inside the building). Clean only inside of window as need if outside of window is on the exterior of the building.
 14. Lower and fold City Hall flag at 5:30 P.M.
 15. Promptly lock and secure buildings by 5:00 P.M. Unlock City Hall for various Board and Commission meetings and secure building when meeting is over.
 16. Using treated cloth; wipe all desk tops, tables, conference tables, countertops, windowsills, door knobs, and other flat surfaces for removal of dust, dirt, fingerprints, eraser shavings, etc. in all offices, conference rooms, and commission chambers. Clean all glass topped desks with window cleaner.
- Note: At Police Headquarters, clean only those offices with open doors.
17. Wash **outside only** of red and white trash container in City Nurse's office in Public Works Administration Building. Clean inside of white trash container in this office.
 18. Clean any other area not mentioned above which, left un-cleaned, would detract from the beauty of the building (inside and outside).

B. WEEKLY TASKS. The CONTRACTOR will perform the specific Weekly Tasks identified herein, at the following Service Locations:

City Hall
 Fire Department Administration
 Public Works Complex
 Utilities Facilities at LPGA Blvd.
 Utilities Marion Street Complex
 Bethune Point Complex
 Utilities Engineering and Administration.
 Police Headquarters
 Police (Precinct)
 Golf Course Pro Shop

1. Using a damp treated cloth, wipe all flat surfaces, including, but not limited to, file cabinets, lockers, chairs, telephones, window sills, door frames, vertical surfaces of office furniture and equipment, etc.

2. On a rotating basis, clean all walls and partition surfaces and thoroughly wash to give a clean satisfactory appearance. Partitions will be wiped clean to include hinges, tops and wall surfaces. A schedule should be established so that all walls will have been cleaned at least twice during any contract year.
3. Clean elevators by sweeping the floor and wiping down walls and signal buttons with a damp treated cloth to remove fingerprints and dirt.

C. TWICE-MONTHLY TASKS. The CONTRACTOR will provide the specific Tasks identified herein, during the first and third week of each month, at the following Service Locations:

Golf Course Pro Shop:

1. Washing of windows on the inside and outside of the building.

D. MONTHLY TASKS. The CONTRACTOR will provide the specific Tasks identified herein on a monthly basis, within the first 10 calendar days of each month, at the following Service Locations:

City Hall
 Fire Department Administration
 Public Works Complex
 Utilities Facilities at LPGA Blvd.
 Utilities Marion Street Complex
 Bethune Point Complex
 Utilities Engineering and Administration.
 Police Headquarters
 Police (Precinct)
 Golf Pro Shop

1. Thoroughly scrub restroom floors, including baseboards.
2. Sweep, dust and mop custodian storage areas.
3. Clean all heating and cooling vents, exhaust vents, horizontal blinds and exposed pipes, and ceiling tiles for removal of dust and cobwebs.
4. Clean all doors, doorframes, thresholds, and floor mats. Floor mats will be shaken then swept or vacuumed.
5. Spray buff all hard floor surfaces with a high speed buffer.
6. Dust shelving, sweep floors (Public Works Archive area only)

E. QUARTERLY TASKS. The CONTRACTOR will provide the specific Tasks identified herein within the first 10 days of each quarter (e.g., within the first 10 days of January, April, July, and October), at the following Service Locations:

City Hall
Fire Department Administration
Public Works Complex
Utilities Facilities at LPGA Blvd.
Utilities Marion Street Complex
Bethune Point Complex
Utilities Engineering and Administration.
Police Headquarters
Police (Precinct)
Golf Pro Shop

1. Strip and wax all vinyl tile, ceramic tile, and terrazzo floors. Move and return all furniture, desks, chairs, tables, file cabinets and any other equipment on floor surfaces necessary to accomplish the job.
2. Perform all daily, weekly, and monthly tasks at each of the 7 Fire Stations in addition to the quarterly tasks.

F. SEMI-ANNUAL TASKS. The CONTRACTOR will provide the specific Tasks identified herein twice each year, at the following Service Locations. Initial performance must be completed within 30 days after the Effective Date, and thereafter, at approximately six month intervals:

City Hall
Fire Department Administration
Public Works Complex
Utilities Facilities at LPGA Blvd.
Utilities Marion Street Complex
Bethune Point Complex
Utilities Engineering and Administration.
Police Headquarters
Police (Precinct)
Golf Course Pro Shop

1. Thoroughly clean all office carpets using a steam cleaning extraction process. Move and return all movable furniture, chairs, tables, and any other equipment on the floor surfaces necessary to accomplish the job. **CONTRACTOR will notify the Operations Project Manager which areas will be cleaned no less 14 fourteen calendar days prior to start of carpet cleaning.**

Exhibit B: Fee Schedule

Ref #	Location	Unit of Measure	Qty	Unit Price / month	Annually (Quantity X Unit Price)
1	City Hall	Month	12	\$ 3,420.36	\$ 41,044.32
2	Public Works Complex	Month	12	\$ 1,729.47	\$ 20,753.64
3	All Police Facilities	Month	12	\$ 7,374.03	\$ 88,488.36
4	Fire Administration	Month	12	\$ 192.41	\$ 2,308.92
5	All Utilities Facilities	Month	12	\$ 1,577.53	\$ 18,930.36
	TOTAL (1-5)			\$ 14,293.79	\$ 171,525.60
ADDITIVE ALTERNATE:					
A1	Pro Shop	Month	12	\$ 672.14	\$ 8,056.68
	Total + Additive Alternate			\$ 14,965.93	\$ 179,591.28
A2	Any location added or subtracted during the course of this Contract will be done so at the square foot rate of:	1 sq. ft. per Month (5 days/wk)	12	\$ 0.09	\$ 1.08
A3	Any location added or subtracted during the course of this Contract will be done so at the square foot rate of:	1 sq. ft. per Month (7 days/wk)	12	\$ 0.12	\$ 1.44

Composite Exhibit C is not attached. It will be made available on request made to the Office of the City Clerk.