



### Service Agreement

The Undersigned City of Gahanna- City Hall ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall Health-Based Cleaning System<sup>SM</sup> ("COVERALL"), and the parties agree that COVERALL will supply Coverall EVS for Healthcare<sup>SM</sup> cleaning services for Customer's premises located at:

•Address: 200 South Hamilton Road

•City, State, ZIP: Gahanna, Oh 43230

Upon the following terms:

1. COVERALL's service charge will be

**\$1998.00\*** per month, to include **5 time(s) per week** service. Initial \_\_\_\_\_

\*SEE ATTACHED WORK SCHEDULE FOR SERVICES INCLUDED

The Janitorial Services are to be performed per the work schedule, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that COVERALL will delegate all Janitorial Services to be performed hereunder to a COVERALL franchisee and/or subcontractor.
3. Included in the service charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The service charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The service charge also does not include any use tax, tax on sales, services or supplies, or other such tax. The customer in this instance is "tax exempt" and shall provide a copy of their Tax Exempt certificate to Coverall prior to services beginning.
4. All Janitorial Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL's service charge, to be performed upon request, priced per occurrence, at Customer's expense, include:

#### Area and Square Footage

a. Strip & Wax Floors	\$	See Work Schedule
b. Scrub & Recoat Floors	\$	See Work Schedule
c. Burnish Floors	\$	See Work Schedule
d. Hot Water Extract Carpets	\$	Quote Upon Request
e. Whittaker Carpet Clean	\$	Quote Upon Request
f. Initial Cleaning	\$	to include _____
g. Other	\$	_____

Additional services accepted by: \_\_\_\_\_  
Signature

7. (a) The term of this service agreement is for one (1) year, beginning January 1, 2011, and ending December 31, 2011, with an option to extend through the second, third, and fourth years upon mutual agreement of both parties. The agreement may be terminated by either party, upon giving written notice of not less than thirty (30) days, or upon a mutually agreeable termination date.

(b) **Termination/Notice:** If a party to this service agreement fails to perform according to its obligations (the non-performing party"), the party claiming non-performance shall send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performing party will have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance. If these items have not been corrected or cured within this fifteen (15) day period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this service agreement immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

8. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the service charge, as agreed to by the parties, will be made.
9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee's employees during the term of this service agreement or for one hundred and eighty (180) days after termination of this service agreement, without COVERALL's written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this service agreement within 30 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's attorney's fees and costs for collection.
11. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.

☒Monday ☒Tuesday ☒Wednesday ☒Thursday ☒Friday ☐Saturday ☐Sunday  
(Days of the week on which service is to be provided)

12. If there is an "Additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in Customer's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this service agreement, and that it will be binding upon the parties and their respective successors and assigns.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this service agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL become a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER

Coverall North America, Inc.

\_\_\_\_\_  
Signature and Date •

 10-20-10  
Ginny Shuster, Sales Manager (Signature & Date)

\_\_\_\_\_  
Print Name and Title •

\_\_\_\_\_  
Columbus/Dayton Support Center •

\_\_\_\_\_  
E-mail Address •

\_\_\_\_\_  
Service Start Date •

Please fax signed contract to **(614) 766-8355**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 3/2/2010
PRODUCER The James B. Oswald Company 1360 East 9th Street, #600 Cleveland, OH 44114-1730	(216) 367-8787	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Columbia Casualty Company		20443
INSURER B: Continental Casualty Company		
INSURER C:		
INSURER D:		
INSURER E:		
INSURED Coverall North America, Inc. 5201 Congress Avenue #275 Boca Raton, FL 33487		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	4022491402	3/1/2010	3/1/2011	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excluded
		<input checked="" type="checkbox"/> SIR: \$100,000				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMPROP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY	4012627778	3/1/2010	3/1/2011	EACH OCCURRENCE \$ 8,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 8,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Proof of insurance

\_\_\_\_\_

\_\_\_\_\_

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Luiz M. Jorg*

COVENOR-01 SAME

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 3/1/2010
<b>PRODUCER</b> The James B. Oswald Company 1360 East 9th Street, #600 Cleveland, OH 44114-1730		(216) 367-8787 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> Coverall North America, Inc. 5201 Congress Avenue #275 Boca Raton, FL 33487		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: OneBeacon America INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC # 20621

## COVERAGES

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INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	406028621	3/1/2010	3/1/2011	X WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Proof of Insurance

 XXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX

## CANCELLATION

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AUTHORIZED REPRESENTATIVE

*Lucille M. Jones*

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 3/1/2010
PRODUCER The James B. Oswald Company 1360 East 9th Street, #600 Cleveland, OH 44114-1730	(216) 367-8787	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Coverall North America, Inc. 5201 Congress Avenue #275 Boca Raton, FL 33487		INSURERS AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC # 19682

## COVERAGES

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	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POD AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp: \$1,000 Ded <input checked="" type="checkbox"/> Collision: \$1,000 Ded	45UENZU2912	3/1/2010	3/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Insurance XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX -	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Lucille M. Jones</i>
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## CITY OF GAHANNA

### **CITY HALL – 32,000 sq ft**

200 South Hamilton Rd.  
Gahanna, OH 43230

### **CLEANING SCHEDULE**

**FREQUENCY:** Five (5) Nights per week (Monday thru Friday)  
**TIMES:** Because of evening meetings, etc., work in City Hall cannot commence in occupied areas until evening programs are concluded. On occasion meetings may not conclude until after 10:00pm.

CITY HALL consists of three (3) levels. Cleaning of all levels on the same schedule of services to be performed is required.

### **NIGHTLY SERVICE**

1. Clean out exterior sand ashtrays.
2. Empty desk side recycling bins and waste receptacles, including containers on porch, and transport to designated containers. Replace liners if necessary.
3. Dust horizontal surfaces of all furniture; desks, chairs, tables, files, counters, windowsills, equipment, etc.
4. Vacuum carpeted areas on Main and Second Levels in open space and traffic patterns in offices and common areas. Sweep stairways. **Remove visible spots.** Dust chairmats.
5. Initially, clean all entrance doors, door knobs/handles, kick plates, and door tracks; thereafter, clean glass nightly and balance monthly. Clean interior glass at court window nightly.
6. Spot clean walls, light switches, and interior doors.
7. Clean and sanitize drinking fountains, using germicidal cleaner.
8. Restrooms - Clean wash basins, toilet bowls (inside & out), seats, and urinals (inside & outside) using germicidal cleaner. Clean mirrors and chrome/stainless steel fixtures. Remove splash marks from walls, partitions, and around wash basins. Empty and sanitize trash and sanitary disposal units; replace liners. Replenish as necessary all soap, feminine hygiene products, deodorizers with batteries, toilet seat covers, paper towel, and toilet tissue dispensers with supplies provided by City. Wet mop floors with germicidal cleaner, paying attention to corners and around plumbing fixtures. **Mop water must be emptied nightly. NO WAX.** Pour water into floor drains to prevent sewer gas backup.

9. Kitchen and Coffee Making Areas - Wipe horizontal surfaces, clean sinks, remove splash marks, and wet mop floors. (Washing coffee cups and coffee pots not included in contract.)
10. Mop all ceramic and vinyl floor tile and stairs with only soap and water. **Mop water must be emptied nightly.**

## **WEEKLY SERVICE**

1. Dust horizontal surfaces of all furniture; desks, chairs, tables, files, counters, windowsills, equipment, etc. Clean furniture and equipment completely, including vertical surfaces; remove smudges and fingerprints.
2. Remove dust from all hard to reach areas, such as tops of high cabinets, open shelves, chair legs, picture frames, clocks, etc.
3. Vacuum or brush upholstered furniture to remove dust, lint, etc.
4. Thoroughly vacuum all carpeted areas, including corners, under desks, tables, chairs, and movable equipment, and spot clean as necessary. Dust baseboards.
5. Check for cobwebs and remove.
6. Wet mop chair mats, using cleaning agent. **Mop water must be emptied nightly.**
7. Clean all blinds and windowsills.
8. Clean any trash or cigarette butts from building entrances and parking lot areas.
9. Sweep apron around City Hall, as needed and place debris in appropriate containers. The two locked entrance ways on the north and south sides of the building are especially accessible to collecting cigarette butts and other debris that must be removed.

## **MONTHLY SERVICE**

1. Make visual inspection of building, **in daylight hours**, to insure that nothing is being overlooked. (Everything has a tendency to look better under artificial lighting.)
2. Thoroughly clean all entrance doors, kick plates, and door tracks.

## **QUARTERLY SERVICE**

1. Wash wastebaskets and trash receptacles.
2. Wash glass wall partitioning in offices/hallways; wash restroom partitions.
3. Buff all resilient tile (kitchenettes, break room, lower level, etc.) and machine scrub all ceramic tile (main hallway, restrooms, etc.)

## **ANNUAL SERVICE**

1. Strip and refinish all resilient tile (same areas as defined above in quarterly service)

## **GENERAL INFORMATION**

1. The Contractor shall warrant that, to the best of his knowledge, all material used by him, his employees, or his agents, in connection with the project, has not been used previously for any purpose and is free of defects at the time of use.
2. The use of the masculine pronoun in these specifications follows accepted grammatical practice, and does not reflect sexual bias or discrimination on the part of the City, or its duly elected or appointed representatives.
3. No plea of ignorance of conditions that exist, or that may hereinafter exist, or of difficulties that will be encountered in the execution of the work thereunder, as a result of failure to make necessary examinations and investigations will be accepted as a sufficient excuse for any failure or omission, or will be accepted as a basis for any claims whatsoever for extra compensation.

## **EQUIPMENT**

1. All equipment (i.e., vacuum cleaners) **must** be in good working order.
2. Mop heads **must** be replaced on a regular basis.

## **WORKMANSHIP**

1. All work performed by the Contractor, his employees, or his agents, in connection with the project, shall be done in a competent and workmanlike manner.
2. All work performed by the Contractor, his employees, or his agents, in connection with the project, shall comply with City, County, and State Health and Safety Regulation, as applicable within the corporate boundaries of the City.
3. The City may require transfer of any employee of the Contractor who is negligent or discourteous in the performance of his duties.



## INSPECTION

1. The Contractor, or his authorized representative, shall meet with the Director or his designee at least once each calendar month to inspect City premises and to review services as provided.

## LIABILITIES

1. The Contractor shall be solely responsible for all injuries and/or damage to persons and/or property resulting from his actions, or the actions of his employees, or other authorized agents. Further, the Contractor shall hold harmless the City, its employees, and duly elected or appointed representatives, from all claims, damages, losses, and expenses arising out of or resulting from the Contractor's work, or the work of his employees or agents.
2. The amount of such public liability insurance shall be adequate to provide full coverage for any one accident of not less than \$1,000,000 for personal injury to any one person and a total of not less than \$1,000,000 for personal injury to all persons involved. The amount of such property damage insurance shall be adequate to provide full coverage for any one accident of not less than \$1,000,000 and total of not less than \$1,000,000 for all accidents.

Umbrella Excess Liability Insurance to extend existing policies to the required limits shall be accepted.

Certificates of Insurance, naming the City as additional insured, shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least 30 days PRIOR WRITTEN NOTICE has been given to the City.

## SCOPE OF PROJECT

1. Cleaning services shall include all items set forth in the cleaning schedule as outlined above. (Note: The cleaning of exterior windows is not included unless requested, in which case it would be subject to an additional cost.)
2. Such services shall be provided at such times, and with such frequency, as set forth in said cleaning schedule.
3. The City shall supply feminine hygiene products, deodorizers, toilet seat covers, paper towels, toilet tissue, and liquid, anti-bacterial hand soap for use in restrooms. The Contractor shall keep all dispensers filled with these items at all times.
4. The City shall supply plastic bags, wastebasket and trash receptacle liners in assorted sizes. The Contractor shall collect all trash from inside the buildings, **including receptacles and ash trays on the porches/apron of ALL facilities**, and deposit it in the trash dumpster located at the rear of the City Hall Parking lot.
5. The Contractor, his employees, or his agents shall provide written notice to the Director, or his designee, of the need to replenish the supply of materials set forth in this section.

6. The City shall supply a utility room equipped with lock in each building, for storage of consumable cleaning materials and any necessary equipment. **The Contractor shall be responsible for keeping these rooms clean and orderly at all times. Storage of items unrelated to the contract will not be permitted.**
7. The City shall supply master keys, or guaranteed access. **Neither the Contractor, nor his agents, shall have copies made of said master keys without the knowledge and written consent of the Director.**
8. The Contractor shall supply the Director with a list of names of persons authorized to act as his agents and employees for performance of the cleaning services set forth. Further, the Contractor shall supply said agents and employees with identification badges, which shall be placed on an article of outer clothing while working within the City building.
9. The Contractor authorizes the City, to check for the existence of an arrest and/or conviction record for the Contractor and his employees or agents who will work in the City building. The Contractor shall also provide the City with documentation that demonstrates that any employee working within a City building is legally able to work in the United States (through a completed I-9 form).
10. The Contractor shall supply the Director with a schedule listing times when he, his agents, or his employees will be working within the building.
11. The Contractor shall supply the Director with a telephone number and / or email address, where he can be reached from 8:00 AM to 5:00 PM, Monday through Friday, or the name and telephone number and / or email address of his agent for the same time period, in order that any lapse in services may be reported and corrective action taken.
12. A strike shall not relieve the Contractor from any of the obligations imposed herein.

#### **DURATION OF AGREEMENT AND ESCALATION CLAUSE**

1. The Agreement shall be for a period of one year, beginning January 1, 2011, and ending December 31, 2011, with an option to extend through the second, third, and fourth years upon mutual agreement of both parties. The Agreement may be terminated by either party, upon giving written notice of not less than thirty (30) days, or upon a mutually agreeable termination date.