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**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this 17th day of September, 2001, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Service One Janitorial, 5907 SW Cherokee Street, Palm City, FL 34990. Telephone No. (561) 283-8448, Fax No. (561) 340-0234, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Sealed Request for Proposal is Janitorial Services for all City Buildings in #SRFP 20010017, Appendix A through Appendix O (minus Appendix J), and Schedule "A", attached and made a part of this Contract.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence October 1, 2001 and terminate September 30, 2006. In the event all work required in the proposal specifications have not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the Sealed Request for Proposal has been rendered.

**SECTION III
COMPENSATION**

This is a Performance Based contract. Contractor shall be paid only for services rendered less any percentage of work not performed in accordance with Schedule "A" attached. Payments will be distributed in twelve (12) monthly disbursements in accordance with Section X. Contractor shall render monthly invoices at the conclusion of each month for services rendered in the previous month. Payment shall be made in full within thirty (30) days after receipt of invoice provided invoice is submitted as required and approved by the Contract Supervisor at the following rates:

LOCATION	MONTHLY AMOUNT	YEARLY AMOUNT
Administration, Building "A"	\$ 3,700.00	\$ 44,400.00
Building & Engineering, Building "B"	\$ 682.00	\$ 8,184.00
Police Administration, Building "C"	\$ 1,941.00	\$ 23,092.00
Police Sub Station, Darwin Square	\$ 155.00	\$ 1,860.00
Police Sub Station, US #1	\$ 168.00	\$ 2,016.00

LOCATION	MONTHLY AMOUNT	YEARLY AMOUNT
Police, Neighborhood Services	\$ 170.00	\$ 2,040.00
Public Works, Administration Building	\$ 380.00	\$ 4,560.00
Public Works Building, Garage	\$ 380.00	\$ 4,560.00
Public Works, Traffic Annex	\$ 120.00	\$ 1,440.00
Utilities RO Plant/Admin. Building	\$ 780.00	\$ 9,360.00
Community Center	\$ 1,900.00	\$ 22,800.00
Parks & Rec. Municipal Rec. Center	\$ 1,050.00	\$ 12,600.00
Robert E. Minsky Gymnasium	\$ 2,050.00	\$ 24,600.00
Building Maintenance Facility	\$ 280.00	\$ 3,360.00
TOTALS	\$ 13,756.00	\$ 165,072.00

The Contractor shall not be paid additional compensation for any and/or loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work.

Payments shall be made within thirty (30) days of receipt of Contractor's invoice, unless contractor has chosen to take advantage of the Purchasing Card Program which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this contract must contain the contract number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INSURANCE

The Selected Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Selected Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the proposer does not own any automobiles the Business Auto Liability requirement shall be amended allowing proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business auto Coverage form.

Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

The Selected Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, City reserves the right, but not the obligation, to review and request a copy of Bidder's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026- Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents". The Contract and SRFP number shall be stated in the description section. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above limits, the Selected Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Selected Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

It shall be the responsibility of the Selected Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Selected Contractor for any and all claims under this contract.

Immediately following notification of the award of this Agreement, proposer shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this SRFP have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Selected Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

City, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the

contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

**SECTION VIII
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations.

**SECTION IX
CLEANING UP**

Contractor shall, during the performance of this contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X
NOTICE OF PERFORMANCE**

This is a Performance Based Contract. Contractor will be paid for work performed. Each department will have a walk through inspection every other week of required services in all buildings. If the initial walk through shows that any part of the required services have not been performed for a particular building, payment for that location will be reduced by that percentage for non-performance in that month. If the second walk-through of the month shows that the services still have not been completed a "30 Day Notice" will be sent to the Contractor that his/her contract is in jeopardy of being cancelled.

Before assessing a penalty as provided by the Contract, or arranging to have work performed by an alternate source as provided in the Specifications, the Contract Supervisor, or his/her designee, will notify the Selected Contractor of the problem and allow thirty-six (36) hours for corrective action.

**SECTION XI
DELIVERY DOCUMENTATION**

"Not Applicable"

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

"Not Applicable"

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**SECTION XIV
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

Contractor shall not delegate, sublet or subcontract any part of the work under this contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this contract, or as modified as provided in this contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this contract, including any extensions of time for excusable delays as herein provided, (it

being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof.

Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

The City may terminate this agreement with or without cause by giving the vendor/contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

SECTION XVIII LAW

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this contract shall be in St. Lucie County, Florida.

SECTION XIX REIMBURSEMENT FOR INSPECTION

“Not Applicable”

SECTION XX APPROPRIATION APPROVAL

The Contractor acknowledges that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th of this year. The Contractor agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

Contract # 20010017

**SECTION XXI
RENEWAL OPTION**

This contract may be renewed for the identical period of time in the subsequent calendar period, as to services and costs, in consequence of mutual agreement by both parties. Response to this option should be submitted three (3) months prior to the termination of the contract period.

**SECTION XXII
ENTIRE AGREEMENT**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this contract or contract documents.

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IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

Donald B Cooper
City Manager

ATTEST:

By:

[Signature]
City Clerk

By: [Signature]
Authorized Representative of Service One Janitorial

State of: Florida

County of: St Lucie

Before me personally appeared:

Rob Kenneth McGhee
(please print)

Personally known _____

or Produced Identification/Type of Identification License - FL

Identification No. M200-500-61-181-0

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this 31 day of August, 2001.

Francine Lamarre
Notary Signature

Notary Public-State of Florida at Large

My Commission Expires 8-11-2004



Francine M. Lamarre
Commission # CC 948915
Expires Aug. 11, 2004
Bonded Thru
Atlantic Bonding Co., Inc.
(seal)