



PROCUREMENT MANAGEMENT DIVISION

Via: email & certified mail #7015-0640-0004-4973-2862

February 19, 2025

Mr. Philip Miceli
General Building Maintenance of Florida, LLC
d/b/a Pritchard Industries
150 East 42 Street, 7th Floor
New York, NY 10017
Email: pmiceli@pritchardiindustries.com

Subject: Contract #20240066 – Janitorial Services

Dear Mr. Miceli:

This letter serves as a notification of defective work and that corrective action needs to be taken.

BACKGROUND

On January 8, 2025, the City met with a representative of Pritchard Industries (Mr. Greg Betancourt) to discuss work performance concerns. City representatives in attendance included: Caroline Sturgis, Curtis Boxill, and Omar Bryan. The items that were discussed as deficient and requiring correction included:

- Trash and recycling receptacles in Buildings A (City Hall) and B (Building Department) were not being emptied on a nightly basis. During the holiday season, City staff observed trash that remained in the receptacles for several days and Mr. Bryan had to assist with removing some due to the odor created in the offices.
- Dispensers (toilet paper, towel paper, and soap dispensers) were not cleaned and restocked appropriately.
- Extra Supplies such as toilet paper and hand towels were not being made available. As a result, supplies were being depleted during the day.

By the conclusion of the meeting, the City was reassured that work performance would improve immediately and be verified with a nightly inspection by a Contractor Supervisor. Furthermore, Mr. Betancourt accepted the City's offer for subsequent meetings with each City building manager to be facilitated by Mr. Bryan.

This would provide the Contractor a single point of contact for each of the City's buildings for addressing issues requiring correction. To date, these meetings have not occurred due to Mr. Betancourt's failure to provide his availability.

On February 12, 2025, the City again met with Mr. Betancourt to review ongoing work performance concerns. City representatives in attendance included Curtis Boxill, Anne Stadius, and Megan Massie. Performance issues discussed included:

Community Center

- Vacuuming is being partially completed in the Emergency Operations Center (EOC), only under the whiteboard. The entire room is not being vacuumed. This lack of performance for vacuuming is noted for other rooms in the Community Center.
- The EOC is not being dusted, and the walls are not wiped. The same issue is noted with other rooms.
- Hard-surfaced floors are not being vacuumed before mopped.
- Rooms are being partially mopped, and no rinse bucket is being used.
- We have witnessed the entire building being mopped, including restrooms, with the same bucket and mop. The liquid solution is not being changed after mopping of the restrooms. This is grossly unacceptable.
- City staff advised that cleaning and mopping should not happen during events. Cleaning must be done during building closure or in cooperation with Community Center staff while guests are present in the building.
 - If cleaning/mopping occurs during open hours, the areas must be blocked with appropriate signage to alert guests and promote safety.
- The Community Center will provide Contractor a 15-day schedule notice of upcoming events, including closing times – Sunday through Saturday.
- The Contractor will communicate with the Community Center staff to report damaged or broken paper towel, soap, and toilet paper dispensers.
- The Contractor shall use heavy-duty trash liners for upcoming events.

Building B

- A walkthrough was conducted to point out concerns.
- The 1st floor restrooms have soap on the counter, staff has reported no soap in the dispenser for three days, and paper products are not being replenished. City staff (Mr. Bryan) has been replenishing missing products.
- The ice machine had not been cleaned for some time.
- Ladies Restroom on the first floor - Ceiling vents' grills are dirty and need to be cleaned.

City Hall Council Chambers

- Trash and recycle bins had not been emptied.
- The carpet is not being vacuumed in a satisfactory manner as noted with visible items on the floor.

Additionally, a representative from the Police Department (Emily Burgos) has communicated directly with Mr. Betancourt regarding supplies shortages. On January

27, 2025, Ms. Burgos emailed Mr. Betancourt advising that the Animal Control building did not have enough supplies (paper towels, trash bags, and toilet paper), and this was not the first occurrence. Mr. Betancourt promptly responded that the Contractor would provide additional supplies.

In the event General Building Maintenance of Florida, LLC d/b/a Pritchard Industries does not subsequently complete the work as agreed per City Contract #20240066, the City has the right to exercise Section XV, which is found on pages 37 and 38. A copy of the contract is included with this communication, with the section extracted and displayed below.

SECTION XV INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection, the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity, if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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Defective Work - *All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then*

replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and/or may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - *Should any defect appear during the warranty period, the Contractor shall, at its own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.*

Deductions - *In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.*

In summary, we look forward to resolving these concerns immediately and continuing a promising partnership between our organizations. Please feel free to contact me if you have any questions.

Sincerely,

India Barr
Procurement Agent I

CC: Caroline Sturgis, Acting Facilities Maintenance Director
Curtis Boxill, Facilities Maintenance Supervisor
Nathaniel Rubel, Procurement Assistant Director
Alyssa Lunin, Senior Deputy City Attorney

Attachment: Copy of Contract 20240066