

**TOWN OF EDISTO BEACH**

2414 Murray Street

Edisto Beach, SC 29438

**JANITORIAL SERVICES CONTRACT**

**THIS CONTRACT** is entered into by and between the Town of Edisto Beach and \_\_\_\_\_ (contractor).

**PURPOSE:** The purpose of this contract is to secure the services of the Contractor to provide janitorial services for the Town and retention/gym facilities.

**IN CONSIDERATION** of the mutual promises and understandings contained in this contract, the Contractor and Town agree as follows:

1. **DESCRIPTION OF SERVICES TO BE PROVIDED:** In consideration of the compensation received under this contract, the Contractor will provide the janitorial services for the Town described in the "Janitorial Contract Specifications" which is attached as Exhibit B and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE:**
  - a. The period of performance under this Contract shall be from July 1, 2021 through June 30, 2022, unless sooner terminated or extended as provided herein.
  - b. The Town reserves the right to extend this contract for four additional one (1) year terms or portions thereof. Such contract extensions shall be subject to mutual agreement as to duration, modification of terms, and price adjustments. The total contract duration, with extensions, shall not exceed five (5) years. The Contractor shall respond within fifteen (15) calendar days following receipt of the Town's request for extension.
3. **COMPENSATION:**
  - a. Amount: The Town shall pay the Contractor \_\_\_\_ per week for one day of regular cleaning specified on Exhibit B. The Town will also pay Contractor \_\_\_\_\_ a month for one day a month cleaning of the retention/gym facility. The hourly rate for special cleaning is \_\_\_\_\_/hour.
  - b. Additional Services: The Town may request the Contractor to provide additional services at a fee agreed to by both parties in advance.
  - c. Additions or Deletions: The Town may, by written change notice, add or delete facilities, areas, or service requirements of this contract. Such changes shall be negotiated with contractor.

4. **PAYMENTS:** Payment shall be made upon receipt of monthly invoices submitted by the Contractor. Full payment to the Contractor will be made only after work is satisfactorily performed. Payments will be considered timely if made by the Town within 30 days of receipt of each such invoice.
5. **RIGHTS AND OBLIGATIONS:** All rights and obligations of the parties to this contract will be subject to and governed by the terms of this contract; Exhibit A- General Terms and Conditions; Exhibit B - Janitorial Contract Specifications incorporated into this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) General Terms and Conditions; (b) Janitorial Contract Specifications

6. **RESPONSIBILITIES:**

- a. Contractor: The Contractor will adhere to janitorial specification schedule as bid, but the Contractor, with concurrence of the Contract Administrator or her designee, may alter the performance schedule as long as the required performance is maintained. The Contractor shall converse, on a monthly basis, with the Contract Administrator or her designee to ensure that the town is satisfied with the service level.

7. **SUPERVISION/EMPLOYEES:**

- a. The Contractor will perform all work under this contract with his/her own employees and will assign a supervisor who will oversee the work performed under this contract and will have authority to represent the Contractor in dealing with the Contract Manager or his/her designee. The name, address and telephone number of the supervisor will be furnished to the Town.
- b. All on site employees will be required to have had and passed background checks prior to working on this site. A copy will be provided to the Town only if it includes a listing of a Felony conviction and the Contractor would like to employ the individual on this site. The town reserves the right to request copies of any and all background checks on employees.
- c. The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Town business.
- d. The Contractor is responsible for the security of the facility during the performance of these services and shall ensure that all facility exterior doors remain locked during his or her work hours and upon Contractor's departure from facility.
- e. The Contractor will ensure that industry accepted safe practices are followed in performance of the work, including but not limited to, placing appropriate signage warning of wet or newly waxed floors. After each period of cleaning and other services, the areas shall be inspected for fire hazards, unnecessary lights shall be turned off, and outside doors and windows closed and locked.
- f. The Contractor hereby accepts responsibility for all keys issued to the Contractor. The Contractor also agrees that no duplicate keys will be made and the Contractor will be responsible for the return of any keys that may have been provided to the Contractor's employees who terminate employment with his firm.

- g. The Contractor shall prohibit small children from being on the premises during the time services are being performed.
  - h. By mutual agreement between the Town and the Contractor, appropriate action will be taken concerning employees that disregard the contents of the foregoing subparagraphs, who are incompetent, careless and/or insubordinate and do not exhibit proper decorum expected in Town owned facilities.
8. **HOURS OF WORK:** Janitorial services, shall be performed outside the normal office hours of 8:00 a.m. to 4:30 p.m. unless otherwise specified herein or agreed upon. Services shall not be performed in office areas during office hours. Upon request, a responsible representative of the Contractor shall be available during office hours for joint inspection of the premises, consultation and/or receipt of instructions.
9. **EQUIPMENT AND SUPPLIES:**
- a. Unless otherwise specified herein, the Town shall provide hand soap, toilet tissue and paper towels. No supplies furnished by the Town will be removed from the premises.
  - b. The Contractor shall supply all necessary tools, equipment, waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies not stated herein as being supplied by the Town. Materials shall be first quality, shall give good service and shall give results satisfactory to the Town.
10. **INSURANCE:** Proof of performance bond in the amount of \$40,000 minimum covering all who would work in the Town building. Provide General Liability insurance coverage with \$500,000 limit to cover damage to building or furnishings caused by cleaning company employees and \$300,00 workman's compensation insurance showing the Town of Edisto Beach as additional insured.
11. **NON-EXCLUSIVITY:**
- a. Nothing contained in this contract shall be construed to limit in any way the Town's right to contract for the same or similar services for which the Contractor is engaged hereunder during the term of this contract under any terms and conditions, including, but not limited to any compensation, as the town may in its sole discretion deem appropriate.
  - b. Nothing contained in this contract shall be construed to limit in any way the Contractor's right or ability to make its services available to the general public during the term of this contract or to enter contracts or other agreements with any other individual or entity.
12. **COUNTERPARTS:** This contract is to be executed in duplicate, and each duplicate shall be considered an original copy of this contract by each party for all purposes.
13. **GOVERNING LAW; JURISDICTION:** This contract shall be governed, construed and interpreted by, through and under the Laws of the State of South Carolina. The parties agree that venue for any dispute arising from this contract or the performance of the terms thereof shall be in the Court of Common Pleas for Colleton County, South Carolina, and further, the parties subject themselves to the personal and subject matter jurisdiction of said court.

14. **INDEMNIFICATION; HOLD HARMLESS:** The Contractor will indemnify and hold harmless the TOWN OF EDISTO BEACH and its agents and employees from and against all claims, damages, losses and expenses, including payment of attorney's fees and litigation costs, arising out of or resulting from the performance of the work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Contractor, its agents, subcontractors, and anyone directly or indirectly employed by Contractor or anyone for whose acts any of them may be liable. In any and all claims against the TOWN OF EDISTO BEACH or any of its agents or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Contractor under the workman's compensation acts, disability benefit ads, or other employee benefit acts. This paragraph shall survive the termination of this contract.
  
15. **ATTORNEY'S FEES AND COSTS:** The parties agree that the non-prevailing party shall reimburse the prevailing party for actual costs and reasonable attorney's fees incurred by the prevailing party in enforcing its rights against the non-prevailing party under this contract. This paragraph 16 shall survive the termination of this contract.
  
16. **INDEPENDENT CONTRACTOR:** Nothing herein shall be construed or interpreted to imply that the Contractor, its employees, agents, and/or subcontractors shall be the employees of the Town. The Contractor, its employees, agents, and subcontractors are independent contractors.
  
13. **ENTIRE AGREEMENT--**This contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this agreement by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

**AGREED:**

THE TOWN OF EDISTO BEACH

\_\_\_\_\_

Iris Hill, Town Administrator

\_\_\_\_\_

\_\_\_\_\_

Owner Name

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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Witness

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Witness

**Exhibit A**  
**JANITORIAL SERVICES CONTRACT**  
**GENERAL TERMS AND CONDITIONS**

1. **DEFINITIONS:** As used throughout this contract, the following terms shall have the meanings set forth below:
  - a. "Town" shall mean the Town of Edisto Beach.
  - b. "Contractor" shall mean that individual or other entity performing services under this contract and shall include all employees of the Contractor.

2. **ADVANCE PAYMENTS PROHIBITED:** No payment in advance or in anticipation of services to be provided under this contract shall be made by the Town.
3. **ASSIGNMENT:** The Contractor shall neither assign this Contract nor any claim arising under this contract without the previous written consent of the Town.
4. **CHANGES AND MODIFICATIONS:** Any change or modification to this contract must be in writing and signed by both parties.
5. **CONTRACTOR NOT EMPLOYEE OF THE Town:** The Contractor and his or her employees or agents performing under this contract are not employees or agents of the town. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Town by reason of this contract.
6. **FAILURE TO PERFORM/BREACH OF CONTRACT:** In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this Contract or the Contractor is in substantial non-compliance with any of its terms, the Town may terminate this Contract under the TERMINATION FOR CAUSE clause. PROVIDED, that the Town shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance. PROVIDED FURTHER, THAT A MAJOR VIOLATION OF THE CONTRACT SPECIFICATIONS DEALING WITH BUILDING SECURITY COULD RESULT IN IMMEDIATE TERMINATION OF THIS CONTRACT WITHOUT THE FIVE (5) DAY NOTICE REQUIREMENT.
7. **GOVERNING LAW:** This contract shall be construed and interpreted in accordance with the laws of the State of South Carolina.
8. **INDEMNIFICATION:** The Contractor shall protect, indemnify, and save the Town harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to Town equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the town.
9. **INDEPENDENT STATUS OF CONTRACTOR:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures', or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
10. **LICENSING, ACCREDITATION AND REGISTRATION:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.
11. **SAFEGUARDING OF INFORMATION:** The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning the Town for any purpose not directly connected with the administration of the Town or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the Town.
12. **SUBCONTRACTING:** The Contractor shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Town.

- 13. TERMINATION - GENERAL:** This contract may be terminated without cause by either the Town or the Contractor upon sixty (60) days written notice.
- 14. TERMINATION FOR CAUSE:** The Town may, by written notice, terminate this contract for cause, in whole or in part, for failure of the Contractor to perform its obligations under this contract, subject to the provisions of paragraph 6 above. In such event, the Contractor shall be liable for damages as authorized by law.
- 15. TERMINATION PROCEDURE:** After receipt of notice of termination, and except as otherwise directed by the Town, the Contractor shall:
  - a. Stop work under this contract on the date and to the extent specified in the notice;
  - b. Complete performance of any part of this contract as shall not have been terminated by the Town;
  - c. Take all action as may be necessary, or as the Town may direct, for the protection and preservation of property of the Town which is in the possession of the Contractor.

Unless otherwise provided in this contract, the Town shall pay to the Contractor the agreed upon price for services provided to the Town prior to the effective date of termination, unless the termination is for cause, in which case the Town shall determine the extent of liability. The Town may withhold from any amounts due the Contractor for services such a sum as the Town determines to be necessary to protect the Town against potential loss or liability. The rights and remedies of the Town provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- 16. TREATMENT OF ASSETS:**
  - a. Title to all property furnished by the Town shall remain in the Town.
  - b. Title to all property furnished by the Contractor shall remain in the Contractor.
  - c. Any property of the Town furnished to the Contractor shall, unless otherwise provided herein, be used only for the performance of this Contract during the period the Contract is in force.
  - d. The Contractor shall be responsible for any loss or damage to property of the Town (including all related expenses) which results from the negligence of the Contractor.
  - e. Upon the loss or destruction of, or damage to, any Town property, the Contractor shall notify the Town thereof and shall take all reasonable steps to protect the property from further damage.
  - f. The Contractor shall surrender to the Town all property of the Town prior to settlement upon completion, termination, or cancellation of this contract.
- 17. WAIVER:** Waiver of any breach of any provision of this contract shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Contracting Officer or her delegate and attached to the original contract.

**Exhibit B**  
**JANITORIAL SERVICES CONTRACT**  
**SPECIFICATION FOR CLEANING**

**A. SPECIFICATIONS FOR CLEANING**

**1. General Cleaning Services**

- a. Empty all trash receptacles.
- b. Clean entrance door glass
- c. Clean drinking fountain
- d. Wash smudges and fingerprints from walls, door facings and light switches
- e. Damp wipe tables and other flat surfaces
- f. Complete high-low dusting of such things as chair rungs, sides of legs of desks, file cabinets, etc.
- g. Dust heating/cooling vent grates

**2. Restrooms**

- a. Wash and disinfect all commodes, basins, toilet seats, toilet paper dispensers and paper towel dispensers.
- b. Empty trash receptacles
- c. Clean all mirrors.
- d. Remove prints from walls and cabinets.
- e. Sweep and solution mop floors and buff, as needed.
- f. Refill soap dispensers

**3. Floor Maintenance**

- a. Vacuum all carpeted areas.

**4. Council Chambers**

- a. Wash fingerprints from walls, door facings and light switches
- b. Damp wipe counter tops and other flat surfaces and all chairs
- c. Empty waste baskets and damp wipe interior and exterior surfaces.
- d. Complete high-low dusting of such things as chair rungs, table legs, etc.
- e. Clean inside glass doors
- f. Vacuum carpet

**5. Equipment/Break Room**

- a. Wipe exterior surfaces of TV, copier, Monitor, all tables.
- b. Clean coffee pots and coffee machine
- c. Clean microwave
- d. Wipe inside and outside of refrigerator