

RESOLUTION 19-145

A RESOLUTION AUTHORIZING A CONTRACT WITH RENOVA JANITORIAL AND SITE MAINTENANCE FOR JANITORIAL SERVICE AT THE NORTHFIELD BUILDING

WHEREAS, the City of Spring Hill desires to contract with a private company to provide janitorial services for the Northfield building; and

WHEREAS, the City of Spring Hill publicly advertised bids for such work; and

WHEREAS, Renova Janitorial and Site Maintenance was the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorize the contract with Renova Janitorial and Site Maintenance of Spring Hill, TN for janitorial services, in the amount of \$4,695.00 per month (total contract price of \$56,340 per year), and that funding for this work shall be from Northfield 123-45000-200.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August 2019.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and Renova Janitorial & Site Maintenance ("Vendor") (collectively as "Parties"), and is entered into on August 19, 2019, 2019, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires janitorial and site maintenance services it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be August 19, 2019, _____.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through August 20, 2020. The Parties may extend this Agreement in writing, with or without modification, as agreed upon by the Party and the Board of Mayor and Alderment.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
 - b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
 - c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.**

- a. _____ ;
- b. _____ ;
- c. _____ ;
- d. _____ ;
- e. _____ ;
- f. _____ ;
- g. _____ ;
- h. _____ ;
- i. _____ ;
- j. _____ ;

5. **CITY'S RESPONSIBILITIES.**

- a. _____ ;
- b. _____ ;
- c. _____ ;
- d. _____ ;

6. **PRICE.** \$ 4,695.00 MONTHLY

7. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

8. **AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

9. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

10. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party unless expressly authorized by the City.

11. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.

12. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. **TIME.** Time is and shall be of the essence with regards to this Agreement.

15. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

16. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

17. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

18. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

19. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

20. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

21. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor:

RENOVA JANITORIAL & SITE MAINTENANCE
P.O. BOX 876
SPRING HILL, TN 37174

If to City:

Mayor Rick Graham
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to:

Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

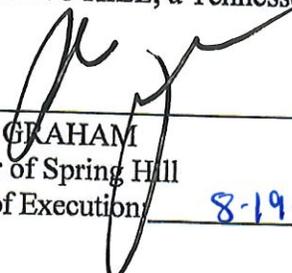
22. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

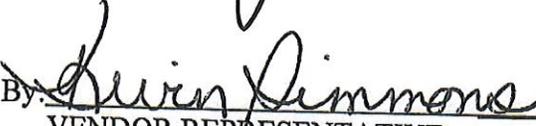
23. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
RICK GRAHAM
Mayor of Spring Hill
Date of Execution: 8-19-2019

By: 
VENDOR REPRESENTATIVE
Date of Execution: Aug 1, 2019

**CITY OF SPRING HILL
 BID OPENING RESULTS
 Northfield Janitorial Service
 Friday, June 28, 2019
 2:00 P.M.**

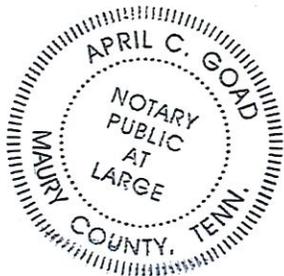
| Attendees: | | |
|---|--|--|
| NAME | COMPANY | EMAIL ADDRESS |
| Dakota Mercer | City of Spring Hill | dmercer@springhilltn.org |
| Chuck Downham | City of Spring Hill | cdownham@springhilltn.org |
| April Goad | City of Spring Hill | agoad@springhilltn.org |
| Bid Results: | | |
| COMPANY | ADDRESS | BID AMOUNT/ANNUAL |
| Ajax Industrial | 260 Narrows Dr., Birmingham, AL 35242 | \$ 60,000.00 |
| C & G Cleaning Service | 3445 Harborwood Cir., Nashville, TN 37214 | \$ 70,128.00 |
| Mason's Professional Cleaning Svc. | 1422 Menager Rd., Memphis, TN 38106 | \$ 115,000.00 |
| Office Price Commercial Cleaning | 1113 Murfreesboro Rd., Franklin, TN 37064 | \$ 113,769.96 |
| Renova, LLC | 5000 Northfield Ln., Ste 701A, Spring Hill, TN 37174 | \$ 56,340.00 |
| <p>State of Tennessee Maury County City of Spring Hill</p> <p style="text-align: center;">I hereby certify that this is a true copy of the original documents. Description: <u>Bid Results-Northfield Janitorial Service</u> This, the <u>28th</u> Day of <u>June</u>, <u>2019</u>.</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <p><i>April C. Goad</i></p> <hr style="width: 80%; margin-left: 0;"/> <p>April C. Goad, Notary Public City Recorder, City of Spring Hill, Tennessee</p> </div> <div style="width: 30%; text-align: center;">  </div> <div style="width: 30%; text-align: right;"> <p>My Commission Expires: June 28, 2020</p> </div> </div> | | |

Exhibit A

VENDOR RESPONSIBILITIES

RENOVA JANITORIAL AND SITE MAINTENANCE SERVICES AGREEMENT

1. TASK & FREQUENCY

1.01 DAILY CLEANING

1. Empty all trash receptacles, including entrance containers and ash trays. Sanitize and reline.
2. Spot clean all entrance glass, service counter glass, and doors to remove finger prints and smudges.
3. Spot clean lobby furniture and straighten reading materials.
4. Vacuum all major hallways, runners and floor mats including elevator.
5. Dust mop and spot mop hard surface floors.
6. Spot dusting of horizontal surfaces.
7. Damp wipe horizontal surfaces listed above as needed to remove smudges, finger prints, and obvious spillage (cleared areas only).
8. Review rental room schedule provided by Facility Manager and clean rooms according to next day's utilization.
9. Restroom Cleaning
 - a. Empty all trash and sanitary receptacles. Sanitize and reline.
 - b. Re-stock all towels, tissue, sanitary products, and hand soaps. Extra supplies such as additional or partial toilet paper rolls and hand towels may not be stored in restrooms unless placed in specific product dispensers. All toilet paper rolls shall be used to completion; partial rolls may not be discarded.
 - c. Dust all partitions, mirror frames, and product dispensers.
 - d. Damp wipe and spot clean partitions, areas around soap and towel dispensers, basins, toilets and urinals that have obvious soiling.
 - e. Thoroughly clean and sanitize all fixtures, toilets, urinals, sinks, shower stalls, and associated fixtures.
 - f. Clean all mirrors and glass.
 - g. Dust mop sanitize and damp mop hard surface floors.
 - h. Damp wipe and spot clean doors and frames (front and back). Sanitize door handles and push plates.
10. Kitchen/Break Areas
 - a. Empty all trash receptacles. Sanitize and reline.
 - b. Dust all appliances, countertops, tables, chairs, and other horizontal surfaces.
 - c. Wash and disinfect countertops, tables, chairs, sinks, interior and exterior of microwave, exterior of refrigerators, toaster ovens, dishwashers, and other appliances.

- d. Refill all soap and towel dispensers.
- e. Dust mop, sanitize and damp mop hard surface floors, including rubberized tile floors.
- f. Empty existing coffee pot or discarded coffee and used filter, wash pot and filter holder, and replace to coffee machine.

11. Additional Items

- a. Any other items indicated by the Facility Manager during the pre-bid site visit.

1.02 WEEKLY CLEANING

1. Complete detailed vacuum of all carpeted floors.
2. Dust mop, sanitize and damp mop all hard surface and synthetic/rubber tile floors.
3. Complete dust all horizontal surfaces including desktops, counters, cabinets, book cases, chairs, tables, window sills, ledges, computer screens and PCU's, telephones, keyboard. Bidder shall dust only cleared areas and shall not move or rearrange items on desktops.
4. Sanitize telephones.
5. Spot clean all light switch plates and door frames to remove finger prints and smudges.
6. Clean and sanitize handles, grips, benches, and other areas or equipment which come into bodily contact with users.

1.03 MONTHLY CLEANING

1. Dust blinds.
2. Sweep and mop loading dock area.
3. Dust wall hangings.

1.04 QUARTERLY CLEANING

1. Strip and reseal all highly trafficked restroom floors.

2019 - 2020 Contractual Services Budget Northfield (123-45000-200) \$141,600.00

INCLUDES

| | |
|---|---------------------|
| Move 1/2 Carrier to 200 from 266 | \$32,640.00 |
| Water Treatment | \$6,000.00 |
| Janitorial | \$87,689.40 |
| Elevator Maintenance Agreement | \$10,000.00 |
| Other Services (Pest Control, Web Hosting, Fire Monitoring, Fire Protection Pump Service) | \$5,270.00 |
| Total | \$141,599.40 |