

**AGREEMENT BY AND BETWEEN THE
CITY OF JONESBORO AND
E & K JANITORIAL SERVICE, LLC**

1.0 PARTIES

The parties to this Agreement are the **City of Jonesboro**, Georgia, a municipal corporation (“City”) and **E & K Janitorial Service, LLC.** (“Contractor”).

2.0 FACILITIES TO BE SERVICED

The following facilities shall be serviced under this contract and coordinated with the City Manager’s Office:

Jonesboro City Center – 1859 City Center Way

Operating Hours – Monday – Friday (8:00 a.m. – 5:00 p.m.) with occasional nightly meetings

Approximate Square Footage – 24,000 square feet

Jonesboro Public Works – 100 Gloria Drive

Operating Hours - Monday – Friday (7:30 a.m. – 4:00 p.m.)

The City reserves the right to add or remove buildings from this contract as necessary. If buildings are removed from this contract, the Contractor is expected to adjust the monthly invoice based on the fee proposal price. Additionally, if buildings are added to the contract, the square footage indicated above would be used to determine the monthly cost for cleaning. Square footages listed in this section are estimates only. The City reserves the right to determine the adequacy of proposers’ staff plans at its sole discretion.

Frequency and hours of operation vary by building. Janitorial services for most administrative offices shall be provided five days per week in the evening, Monday through Friday, excluding City recognized holidays unless otherwise stated herein. City-recognized holidays are posted on the City’s web page. It is expected that the awarded Contractor shall make itself aware of all City holidays. Consideration may be given for janitorial coverage during normal business hours if permitted. The Contractor shall in no way interfere with the normal work of City employees. Exceptions to the daily cleaning schedule may include conference rooms, training rooms, or Council chambers that are not used on a daily basis. It will be the responsibility of the supervisor to determine the frequency of cleaning for those rooms by conducting a daily walk-through of those areas. The rooms will be cleaned promptly after each use. Council chambers shall be thoroughly cleaned before and after each Council meeting.

All administrative office cleaning shall take place after normal business hours unless otherwise approved or noted herein. Weekly vacuuming and dusting shall be coordinated with City Manager’s Office.

Non-office areas may be cleaned during normal business hours at the discretion of the City Manager. At no time shall janitorial services disrupt normal operations at any facility. Services

shall be provided in the least obtrusive manner as possible.

3.0 TERM

This is an annual contract and prices are to be held firm. The first term shall begin on the December 9, 2025 (“Effective Date”), which is the date the City of Jonesboro executes this Agreement, and end one year later on December 8, 2026. This agreement may be renewed for up to three additional 12-month periods if all contracting parties so agree and the services provided by the Contractor have been satisfactory. In the event this contract is not renewed prior to the expiration of any term, this contract shall continue to be honored on a month-to-month basis until this contract has been renewed.

Upon the expiration of this contract, the Contractor shall be willing to aid the City of Jonesboro in all ways possible in continuing the services provided under this agreement uninterrupted until the contract has been renewed or a new contract has been awarded.

4.0 COMPENSATION

The City shall pay the Contractor the following for janitorial services:

- Jonesboro City Center Monthly: \$6,800 (service 5 days per week) Annually: \$81,600
- Jonesboro Public Works Monthly: \$1,500 (service 5 days per week) Annually: \$18,000

5.0 SCOPE OF SERVICES

The City of Jonesboro enters into this agreement with the Contractor to provide and/or furnish required materials, equipment, transportation, machinery, supplies, tools, incidentals, labor, and supervision necessary to perform complete janitorial services for designated City buildings, except as otherwise specified. The supplies and materials shall be of good commercial quality, environmentally friendly whenever possible, suitable for the purpose intended, and shall deliver results necessary to provide the high standards of cleanliness required under this contract. The Contractor shall not use any material that the City determines unsuitable for the purpose or harmful to the surface to which applied.

The Contractor shall direct its employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property such as telephones, copy machines, computers, etc. The Contractor’s employees shall not disturb papers on desks, tables, or cabinets, and shall not open desk drawers or cabinets and shall not sit at employees’ desks.

Upon award of the contract, essential keys, key fobs, and/or entry cards will be issued for all facilities or checked in and out from security. The Contractor must sign for all keys issued to the Contractor. If the Contractor loses any keys, the Contractor shall pay for replacements and/or rekeying of locks as determined by the City. The Contractor shall promptly return all issued keys at the termination of the contract. The Contractor or its staff shall not make copies of any keys, key fobs, and/or entry cards.

5.1 Cleaning Tasks

Contractor shall perform the following tasks:

Daily Services

- Clean and disinfect all restroom facilities, including all sinks, basins, urinals, and commodes.
- Replenish all paper products, soaps, and trash liners.
- Clean and disinfect all partitions, restroom walls, door and stall handles, and fixtures.
- Clean and polish all mirrors
- Clean and disinfect all countertops and tables in breakrooms/kitchen areas and wipe down chairs.
- Clean and clear all drains.
- Clean inside and outside of all microwave units.
- Clean outside of all refrigerators, coffee machines, and other appliances.
- Clean and disinfect all drinking fountains.
- Sweep and clear debris at all landings and hallways.
- Empty all garbage and trash receptacles and replace liners.
- Remove all garbage and trash from premises.
- Dust mop all hard surface floors with treated dust mop.
- Damp mop all hard surfaces to remove stains and spills as necessary.
- Damp mop or wet mop floors when necessary due to inclement weather.
- Wet mop and disinfect all restroom and kitchen floors in all buildings.
- Vacuum all carpeted areas, excluding locked areas.
- Vacuum floor mats and wipe walls behind trash containers
- Spot clean carpet as needed.
- Sweep and/or vacuum all stairs.
- Wipe down the interior of elevators

Weekly Services

- Wet mop all hard surface thoroughly, including the removal of dirt along baseboards and corners.
- Clean all door fronts and handles.
- Clean all light switches.
- Dust all blinds, windowsill, doorframes, shelves, furniture, and picture frames in all public areas using a streak-free product intended for the surface being cleaned.
- Dust file cabinets, counters, partitions, conference tables, and desk tops provided no papers are on them. Use a streak-free product intended for the surface being cleaned.
- Clean and disinfect all telephones.
- Dust railing around atrium and stairwell.
- Wash and clean all glass surfaces including partitions, doors, and interior windows.
- Clean outside stairs, entrances, and alley ways to building.

Monthly Services

- Clean all air returns and vents.
- Clean all baseboards.
- Dust all corners and ceiling fans.
- Vacuum all fabric covered furniture.

- Wipe clean plastic and leather furniture.
- Clean and dust all hall and lobby walls.
- Meet monthly with the City Manager to discuss issues or areas of concern.

Quarterly Services

- Defrost and clean refrigerators.
- Clean all ceiling light panels/light coverings and remove insects or any debris.

5.2 Required Restroom Cleaning Standards

Clean and Disinfect Toilets and Urinals: Contractor shall completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning shall include the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets and may not be used for cleaning other surfaces. Contractor shall remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported to the City Manager along with other inoperable or broken fixtures. Contractor shall not use urinal cakes and deodorant blocks.

Paper Products Dispensers: Contractor shall: Replenish all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill; Refill dispensers with the proper product for that dispenser; Replenish toilet paper by placing the product in the dispenser; Replace consumed rolls and partial rolls, which appear to be down to the last 10-15%; Fill toilet seat cover dispensers with a new package when empty or when less than 10-15% of the sheets remain in the package; Wipe the dispenser interior, exterior and adjacent surfaces with a sanitizer to remove fingerprints and smudges when filling; Check the dispensers for proper operation after filling and inoperable devices shall be reported daily to the designated City representative; Ensure feminine products disposal containers have a waxed paper or plastic liner or similar-type product at all times, to be replaced daily or when they have been used; and Prevent waste by allowing partial rolls of toilet tissue to remain in the restrooms.

Soap Dispensers: Contractor shall: Fill soap dispensers to within two inches of the top with foam or liquid soap when there is 15% of product left; Replace soapbox cartridges prior to becoming empty; Wipe the dispensers and adjacent surfaces with a germicidal detergent to remove fingerprints and smudges; Check soap dispensers after filling for proper operation, and inoperable devices shall be reported daily; and Clean the wall and floor area under soap dispensers of all soap residues.

Trash Receptacles: Contractor shall empty all waste receptacles and feminine product receptacles. Emptying includes removing the liner and disposing of it. Contractor shall clean the inside, outside, and housing of the receptacles with a germicidal cleaner.

Counter Tops and Sinks: Contractor shall: Completely clean and disinfect all exposed surfaces of the sink and a nonabrasive cleaner shall be used on the exposed hardware. The cleaning shall include the drying and polishing of all exposed hardware. Contractor shall ensure that, after cleaning, the fixtures shall present a clean, bright and shiny appearance and are free of all visible soil, streaks, oily smudges,

residue of cleaning agents, etc. All metal hardware, such as faucet valves, drains, and faucets, shall be free of streaks, spots, stains, etc. Contractor shall use different cloths, sponges, brushes, and scouring pads to clean the sinks than the ones used for cleaning the toilets and urinals.

Walls, Partitions, and Doors: Contractor shall clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Contractor shall also remove any nonpermanent stains, spots, and streaks using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, doors and door latches/knobs, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stains.

Floors: Mop the floor with a germicidal detergent solution, using a non-abrasive and clean mop. After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, streaks, residue, mop strings, etc. Mops shall be cleaned and disinfected prior to reusing. Mops used to clean bathrooms shall not be used in other areas.

Mirrors: Contractor shall clean mirrors with a streak-free product to remove soil, streaks, smudges, film etc., from the surface of the mirrors, including the frame of the mirror and shelves and other adjacent areas.

5.3 Required Floor Care Techniques

The Contractor shall determine the type, quality, and characteristics of all floor materials which are to be serviced under this contract. The Contractor shall be responsible for determining the proper cleaning method of each floor material so that City facilities remain in good condition. Excluding bathroom floors that require disinfecting, it is preferred that damp mopping be the primary method of cleaning all other floors under this contract. Warm and clean water or a neutral cleaner shall be used when damp mopping does not yield the desired results and the mildest solution possible shall be used. At no time shall any harsh or abrasive chemical be used on floors. An exception to this is for bathroom floors. All bathroom ceramic tile floors and VCT floors shall be disinfected and chemicals used for disinfecting can be used.

No material, treatment, or procedure shall be used on any floor, stairway, or sidewalk that will cause any floor, stairway, or sidewalk surface to be slippery or unsafe to walk upon, especially in inclement weather.

Contractor shall maintain the floors in such a manner as to promote longevity and safety. Upon completion of work, all floors shall be left in a clean, orderly, and safe condition. The Contractor must take immediate corrective action when notified of unsafe conditions.

Removal of dirt and build-up near baseboards and corners is necessary to prevent discoloration. Upon completion of this tasks, the floors shall be free of all scuff marks, dirt, dust, soil, spots, stains, deposits, and film. Contractor shall ensure that the floors are completely dry and ready for traffic by the next City work day.

5.4 Routine Maintenance Problem Report

Contractor shall report any routine maintenance problems such as burned out lights, clogged drains, toilet problems, electrical outlet malfunctions, items broken, missing, and other items which require

maintenance, repair, or replacement. This report shall be submitted as needed to the City Manager and shall include irregularities in any of the areas serviced, regarding heating and ventilating equipment, lighting, furniture, broken windows, dispensing equipment in restrooms, or any other conditions that may require attention for repairs, adjustment, replacement, or correction.

5.5 Contract Monitoring

All services required to be performed under this agreement are subject to inspection by a representative of the City while in process or after completion. If any such services are found to be unsatisfactory and not in accordance with the requirements of this contract, the City representative will notify the Contractor and the Contractor shall take immediate steps for corrective action. The Contractor or site supervisor shall be available to meet on-site with the City Manager upon request to review and ensure that contract service levels are being met.

6.0 Insurance

The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 3.1.1 through 3.1.5. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages below shall be procured and maintained with forms and insurance acceptable to the City. The required coverages are:

Comprehensive General Liability

Contractor shall carry comprehensive general liability on an occurrence form with no “x, c or u” exclusions with the following minimum limits:

- Each occurrence - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000
- Personal & Adv. Injury - \$1,000,000
- General Aggregate - \$2,000,000
- Products – Completed Ops. Aggregate - \$2,000,000

General aggregate shall apply on a per project basis.

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

A (30) day notice of cancellation in favor of the City must be endorsed to the policy and attached to the certificate.

Commercial Automobile Liability

The automobile policy must include coverage for owned, non-owned and hired automobiles

- Minimum limits are \$1,000,000
- Contractor will provide a Certificate of Insurance reflecting required coverage.
- A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

- A (30) day notice of cancellation in favor of the City must be endorsed to the policy and attached to the certificate.

Workers Compensation

Contractor shall carry a workers compensation policy including all statutory coverage required by Georgia state law.

Minimum employer's liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

A (30) day notice of cancellation in favor of the City must be endorsed to the policy and attached to the certificate.

Umbrella/Excess Liability

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits:

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

A (30) day notice of cancellation in favor of the City must be endorsed to the policy and attached to the certificate.

General

All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A (minus), X, or better

7.0 OTHER ITEMS

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Service hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor, or any officer, employee, or agent of the Contractor.

It is the expressed intent of the parties that the Contractor is an independent Contractor and not the agent, employee, or servant of the City.

CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.

CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.

All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

This contract may be cancelled for poorly performed work after the City gives the Contractor three corrective interviews in person with details about the alleged inadequate work provided in advance in writing.

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; and further including E-Verify and SAVE for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals. Contractor shall timely submit all forms and affidavits necessary to comply with E-Verify and SAVE.

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

In witness whereof, the parties have executed this Agreement to be effective as of the month, day and year of signed by the City.

CITY OF JONESBORO, a Georgia home rule municipal corporation

By: _____
Dr. Donya L. Sartor, Mayor

Attest: _____
Shandrella Jewett, City Clerk

Date: _____

E & K Janitorial Service, LLC

By: _____

Title: _____

Date: _____