

**CONTRACT BETWEEN  
THE CITY OF MADEIRA BEACH**

**AND** American Janitorial, Inc

**PERTAINING TO  
CITY FACILITY CLEANING SERVICE  
RFP 2024 – 06**

This CONTRACT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 (“**Effective Date**”), by and between the City of Madeira Beach, municipal corporation organized  
 and existing under the Laws of Florida whose address is: City of Madeira Beach, 300 Municipal  
 Drive, Madeira Beach, Florida, 33708 (“**CITY**”), and American Janitorial, Inc.,  
 FEIN 46-0557106, a corporation authorized to conduct  
 business in the State of Florida, whose business address is  
 87 North Central Ave, Umatilla, FL 32784  
 (“**CONTRACTOR**”), collectively (the “**PARTIES**”) who hereby agree as follows:

**WITNESSETH**

WHEREAS, the CONTRACTOR has submitted a competitive bid for **CITY FACILITY  
CLEANING SERVICES RFP 2024-06** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City staff have reviewed all bids submitted pursuant to RFP 2024-06, and has  
determined that CONTRACTOR has submitted the lowest responsive, responsible bid and has  
recommended awarding the work to CONTRACTOR; and

WHEREAS, the City Commission of the City of Madeira Beach has determined that it is in the  
best interests of the City to secure needed Cleaning Services from CONTRACTOR based on its bid  
submitted pursuant to **RFP 2024-06.**; and

**NOW THEREFORE**, in consideration of the covenants, promises, and representations contained herein, the  
Parties hereto agree as follows:

**SECTION 1. SCOPE OF WORK.**

CONTRACTOR agrees to perform the services and provide the related materials set forth in the Scope of Work/Services set forth in RFP 2024-06 (which is incorporated herein by reference) for the rates set forth in its responsive bid.

**SECTION 2. TERM.**

This contract will be effective on the date set forth above and shall continue in force for three (3) years. If, in the City Manager’s sole discretion, the CITY elects to extend this contract for an additional one year, the CITY will inform CONTRACTOR in writing of that decision by no later than 30 days prior to the contract’s expiration date. The City Manager may, in his/her sole discretion, extend the contract for up to two additional years using the same process. If, during the extension notice period, CONTRACTOR desires to request an increase in any of the prices, rates or charges contained in its bid, it may submit such request, along with substantiating justification, to the City’s Public Works Director for evaluation. The City Manager may approve any such increase by amendment, as provided for in Section 24-xvi of this contract, except that any such increase which would require a budget amendment must be approved by the Commission.

**SECTION 3. OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub- contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff and remain

authorized to do business within the State of Florida.

**SECTION 4. STANDARD OF CARE.**

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY’S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

**SECTION 5. COMPENSATION.**

a. CONTRACTOR shall be paid pursuant to the schedule of fees for services as set forth in Exhibit “A”, which is attached hereto and incorporated herein. CONTRACTOR shall submit invoices for the prior month’s services provided to Public Works, on or after the 10<sup>th</sup> day of the month after which services were provided. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida’s Prompt Payment Act.

b. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT.

c. Pursuant to Florida Statutes § 218.73, CONTRACTOR’S invoices must be submitted to, Public Works Director for review and processing.

**SECTION 6. TERMINATION AND FORCE MAJEURE**

a. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (30) days written notice of intent to terminate.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots,

national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

**SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.**

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY.

**SECTION 8. CITY OBLIGATIONS.**

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 9. APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

**SECTION 10. COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

**SECTION 11. SCHEDULE.**

The CONTRACTOR agrees to commence work under this CONTRACT on date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to respond to emergency calls within one (1) hour as described in the proposal.

**SECTION 12. INDEPENDENT CONTRACTOR.**

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

**SECTION 13. BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

**SECTION 14. CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

**SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

- a. In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-

Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

- b. Pursuant to Florida Statutes § 448.095(2), beginning January 1st 2021, CONTRACTOR shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR’S contract with the CITY cannot be renewed unless, at the time of renewal, CONTRACTOR certifies in writing to the CITY that it has registered with and uses the E-Verify system. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. If CONTRACTOR develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CONTRACTOR shall terminate the contract with the subcontractor. If the CITY develops a good faith belief that CONTRACTOR has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) CITY shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

## **SECTION 16. EQUAL OPPORTUNITY EMPLOYER.**

CONTRACTOR agrees that when performing under this contract, it and its agents and subcontractors shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

**SECTION 17. INSURANCE.**

In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain), throughout the term of this Agreement and for a one year period thereafter, the following forms of insurance which could be used to satisfy said obligations or liabilities, naming the City as an additional insured:

- a. Commercial General Liability Insurance coverage on an occurrence policy form, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. Commercial Automobile Liability Insurance coverage on an occurrence policy form for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit each accident. Coverage must include bodily injury and property damage.
- c. Statutory Workers' Compensation Insurance coverage in accordance with the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage when applicable. Should vendor have "leased" employees, vendor or the Employee Leasing Agency shall provide evidence of Workers' Compensation coverage, which meets the statutory requirements of the State of Florida, for all personnel on the Town's properties.
- d. Employer's Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida.
- e. If vendor is using its own property or equipment in connection with the performance of its obligations under this Agreement, then Property Insurance on an "All Risks" basis with

replacement cost coverage for property and equipment in the care, custody and control of others is recommended.

The City has no duty or obligation to insure, replace, or protect vendor's equipment, furnishings, or other personal property or improvements provided by or paid for by vendor, and all risk of loss and insurance against such risks shall be the sole responsibility of vendor.

Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review vendor's deductible or self-insured retention and to require that it be modified so as to ensure the City's right to indemnification and ability of vendor to satisfy judgments or claims is sufficient. Policy limits may be achieved by a combination of primary and umbrella/excess liability policies. Provider shall provide proof of this insurance and additional insured certificates to the City's Clerk upon request.

**SECTION 18. INDEMNIFICATION, PRESERVATION OF IMMUNITY.**

Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

**SECTION 19. SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this



CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**SECTION 20. PUBLIC RECORDS.**

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request.

The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 391-9951 ext. 231, [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov), and City Hall, 300 Municipal Dr., Madeira Beach, FL, 33708.**

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF MADEIRA BEACH CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF MADEIRA BEACH OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

**SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.**

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

**SECTION 22. NOTICE.**

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Madeira Beach  
Attention: Megan Wepfer, Public Works Director,  
300 Municipal Drive  
Madeira Beach, Florida 33708  
Phone: (727) 543-8154  
[mwepfer@madeirabeachfl.gov](mailto:mwepfer@madeirabeachfl.gov)

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company:	<u>American Janitorial, Inc.</u>
Attention:	<u>Ryan Strem, CSO</u>
Address:	<u>87 North Central Ave, Umatilla, FL 32784</u>
Phone:	<u>352-932-9456</u>
Fax:	<u>352-669-1408</u>
Email:	<u>ryan.strem@ajiclean.com</u>

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

**SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.**

The following documents are hereby incorporated and made part of this Contract:

City of Madeira Beach

RFP 2024-06

1. Request for Proposals 2024-06 including addenda

2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

In the event that any term of the RFP or the CONTRACTOR'S bid is inconsistent with this contract or with each other, then the following order of precedence shall apply:

- This contract document shall prevail over any conflicting provisions in the RFP or bid
- The CITY'S RFP shall prevail over any conflicting provisions in the bid

**SECTION 24, MISCELLANEOUS.**

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**

ii. CONTRACTOR has been made aware Section 287.133 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

iii. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.

iv. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.

v. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.

vi. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

vii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of

the latest executed instrument will take precedence.

viii. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

ix. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

x. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

xi. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.

xii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.

xiii. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

- xiv. No Third-party Beneficiary - This CONTRACT is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- xv. Attorney Fees – in any action brought between the Parties to enforce or construe the terms of this CONTRACT, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s)
- xvi. Amendments - This contract may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

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**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the date and year first above written.

**As To  
CONTRACTOR**

American Janitorial, Inc.

*(name of corporation or business)*

**BY:** CEO

*(title of authorized corporate officer or individual)*

  
Signature

Jason Lay

Printed Name

**As To  
CITY OF MADEIRA BEACH**

**ATTEST | City Clerk:**

**Mayor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature