

**PROFESSIONAL SERVICES AGREEMENT  
JANITORIAL SERVICES**

This Professional Services Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and **AMERICAN FACILITIES SERVICES, INC.** ("Contractor").

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing janitorial services.

**WHEREAS**, Contractor submitted a response to the City's Request for Janitorial Services No. 2021- 026 for janitorial services, which was selected by the City as the most responsive;

**WHEREAS**, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon one (1) calendar year from the Effective Date, whichever occurs sooner ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed five (5) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein.

#### **4. RELATIONSHIP OF THE PARTIES.**

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

#### **5. WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

#### **6. TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY"

paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
  - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
  - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.
13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting

problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

**14. WORK ON THE CITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**15. CONFLICTS OF INTEREST.** Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

**16. CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

**17. ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

**18. ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

**19. GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**20. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [jallenjackson@stonecrestga.gov](mailto:jallenjackson@stonecrestga.gov)

**With copies to:**

City Attorney  
Fincher Denmark, LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

American Facility Services, Inc  
1325 Union Hill Industrial Court  
Suite A  
Alpharetta, Georgia 30004

**21. NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

**22. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**23. INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

**24. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

26. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

27. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

**IN WITNESS WHEREOF,** said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CITY OF STONECREST, GEORGIA,**

BY: \_\_\_\_\_

TITLE:

[Seal]

ATTEST (sign here):

Name (print):

DATE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

Executed on behalf of:

**CONTRACTOR,**

BY (sign here):

Name (print):

Title:

[Corporate Seal]

ATTEST (sign here):

Name (print):

Title:

DATE:

## **EXHIBIT A**

### **SERVICES/ SCOPE OF WORK**

#### **3.0 SCOPE OF SERVICE**

- 3.1** The City has many recreation programs include opportunities and special events for the children, adults, and seniors in the community throughout the year. With these programs the parks and facilities require continuous cleaning throughout the day and weekends.
- 3.2** The Contractor must have sufficient personnel to provide service during evening hours, weekends, and holidays. The Contractor will be given ample time for planning.
- 3.3** Each Offeror is responsible for determining all factors necessary for the submission of a comprehensive response to the RFP. This includes but not limited to, measuring each facility, if necessary, to determine your proposed fees for services. No plans or blueprints are available.
- 3.4** The facilities covered under this contract include the following, others may be added in future:
1. Browns Mill Athletic Complex
  2. Browns Mill Recreation/Community Ctr., 4929 Browns Mill Road, Stonecrest, GA
  3. Browns Mill Aquatic Center, 5099 Browns Mill Road, Stonecrest, GA **(Seasonal)**
  4. Southeast Athletic Complex, 5845 Hillvale Road, Stonecrest, GA
  5. Sam's Building **(cleaned upon request)**
  6. Stonecrest City Hall – 3120 Stonecrest Blvd., Stonecrest, GA 30038
    - Various suites
- 3.5** Contractor must perform the following duties. Additional services may be requested contingent on City events.
- 3.6** The Contractor is to supply all light bulbs, toilet tissue, hand towels, paper seat covers, liquid soap for dispensers, plastic trash can liners, doggie bags, cleansers, disinfectants, solvents, waxes, cleaning tools, equipment, and any additional supplies necessary for the contractor to perform to the contract specifications.
- 3.7** The Contractor must have the ability to provide COVID-19 cleaning and disinfecting, method must be pre-approved by Director of Parks and Recreation prior to application.
- 3.8** The contractor shall establish effective communication channels to allow daily communication between Director of Parks and Recreation or designee and the responsible contractor staff.
- 3.9** To allow maximum effective communication between the City and the Contractor, the City requires a contractor's site supervisor and at least one of the contractor's staff who is on duty at all times must speak, read, and write fluent English.
- 3.10** The Contractor's equipment and vehicles must be in good working order and in clean safe condition. Vehicles do not need to have a logo with contractor's name applied but is preferred. Vehicles must appear professional to represent the City of Stonecrest.

- 3.11 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 3.12 The Contractor must present themselves in a professional manner to the City of Stonecrest and the public as a representative for the City of Stonecrest. Clothing must be appropriate and in good condition, no discriminatory verbiages or symbols are allowed, logos may be of work-related verbiage, signage, or symbols only, safety apparel must be worn at all times especially in vehicle traffic areas.
- 3.13 The Contractor's personnel shall perform work in a professional manner as directed by the City and in compliance with all Federal, State, and City of Stonecrest regulations and OSHA rules and regulations shall be followed at all times.
- 3.14 The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the public who may be affected thereby.
- 3.15 The Manager/Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Manager/Supervisor and the City, but the final required times will be at the City's discretion.
- 3.16 Children, friends, family, or other persons not directly employed by the contractor are strictly prohibited from City's premises.
- 3.17 Weekly meetings between the Director of Parks and Recreation or designee and the contractor's project supervisor will be required.
- 3.18 Material Safety Data Sheets of all chemicals used during custodial services must be furnished to the Director of Parks and Recreation or designee. The Contractor is responsible to furnish Material Safety Data Sheets to their custodial employees while working with any chemicals used while performing the services required of this bid and scope of work.
- 3.19 The Contractor's equipment and supplies shall not be left on public walkways where someone could walk into them or trip over them. Doors to the contractor's supply closets shall remain closed and locked when an employee is not immediately present.

- 3.20 The Contractor shall make every effort to recycle as much of the waste as possible. Janitorial staff will collect recyclables and deposit them into the proper on-site recyclable materials depository.
- 3.21 The Contractor shall provide a monthly report to the Director of Parks and Recreation of all services provided at each location. The same report shall be available for Finance Director inspection, upon request.

**4.0 TRASH, DEBRIS AND GRAFFITI REMOVAL**

- 1) During daily routine maintenance visits the Contractor is responsible for removing trash and debris from the property.
- 2) All trash and debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state, and federal regulation.
- 3) If any question arises about disposal, it will be the contractor responsibility to notify the City for instructions.
- 4) Any graffiti shall be reported to the Director of Parks and Recreation and removed the same day that it is discovered.

**5.0 ADDITIONAL SERVICES:**

Janitorial services needed during weekends, holidays, new and unforeseen services will be identified as additional services when determined by the City that such service is not covered by these specifications. During Special Events Contractor's personnel must remain on-site throughout the event to provide continuous service. Contractor may be requested to set up and breakdown event. i.e., tables chairs, etc.

Upon notification that additional services will be required, the Contractor shall submit an itemized, written cost proposal for such work to the City.

The City shall retain the right to reject Contractor's cost proposal for additional services and to solicit services needed from other contractors.

Should the proposal be acceptable to the City, the Contractor shall be advised in writing and upon receipt of such written notification, shall begin the work within five (5) working days or as agreed to between the Contractor and the City.

The Contractor shall perform additional services in accordance with the agreement for additional services and with the provisions of these specifications and shall furnish all labor, materials, and equipment.

**COVID-19 Cleaning**

The Contractor must use an EPA-registered disinfectants, to kill remaining germs on surfaces after cleaning. The Contractor shall provide a list of the chemicals to be used for cleaning and disinfecting.

You may refer to the website below.

**<https://www.epa.gov/coronavirus/whats-difference-between-products-disinfect-sanitize-and-clean-surfaces>**

The Contractor shall use cleaning chemicals properly and safely by wearing prescribed protective clothing, masks, and/or rubber gloves applying the cleaning chemicals properly on surfaces or items designated for their use and disposing of residual chemical products as directed or storing and labeling them for future use.

Emergency situations (water leaks, etc.) shall be reported immediately to the Parks and Recreation Department or designee (24-hours/day).

The Contractor will provide a monthly report of services provided at each location. The report must be included with monthly invoice.

### **SERVICE FREQUENCY SCHEDULE**

	<b>Facilities Cleaning Schedule</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Semi-Annual</b>
	Bathrooms (Toilets/sinks/counters/mirrors/windows/doors)	x				
	Sweep and mop bathroom floors	x				
	Empty trash cans, replace trash liners and doggie bags.	x				
	Refill toilet paper, soap dispensers, paper towels dispenser ( <i>daily or as needed</i> )	x				
	Sweep outside entry areas	x				
	Clean water fountains	x				
	Vacuum and sweep office as requested	x				
	COVID-19 Disinfecting ( <b><i>Browns Mill &amp; City Hall Only</i></b> )	x				
	Submit maintenance/repairs notices as needed	x				
	Clean concession stands (sweep and mop)		x			
	Wipe down walls		x			
	Dust (including window ledges)		x			

	Clean breakroom microwave in/out		X			
	Buff Floors (Bathrooms, breakrooms, classrooms, halls, and lobby areas)			X		
	Clean refrigerator		X			
	Clean trasher cans inside and out		X			
	Clean and organize janitorial storage and mop closet for inspection			X		
	Sweep and Mop all floors			X		
	Clean outside trash cans inside and out			X		
	Clean windows of facilities inside and outside				X	
	Strip, Wax and Buff all lobby, halls breakrooms and common areas, gymnasium, and classrooms.					X

## EXHIBIT B

### COST PROPOSAL

JANITORIAL SERVICES - No. 2021-2026							
REVISED - COST PROPOSAL FORM							
Cost based on Service Frequency Schedule 6.0 in the RFP							
LOCATIONS	Building Supplies	Daily Maintenance (On-site)	Floor Buff and Wax	Window Cleaning	Wax Buff	COVID-19 Cleaning & Disinfecting	Total Monthly Cost
Browns Mill Athletic Complex	\$ 400.00	\$ 1,050.00	\$	\$	\$	\$ 50.00	\$ 1,500.00
Browns Mill Recreation/Community Center	\$ 500.00	\$ 1,650.00	\$ 625.00	\$ 33.33	\$ 875.00	\$ 50.00	\$ 3,733.33
Browns Mill Aquatic Center	\$ 400.00	\$ 1,050.00	\$	\$	\$	X	\$ 1,450.00
Southeast Athletic Complex	\$ 400.00	\$ 1,050.00	\$	\$	\$	X	\$ 1,450.00
Sam's Building (cleaned upon request)* Hourly rate shown		\$ 17.00	\$	\$	\$	X	\$ 17.00
Stonecrest City Hall (COVID cleaning and disinfection only)	X	X	X	X	X	\$ 150.00	\$ 150.00
<b>Total Cost</b>	\$ 1,700.00	\$ 4,817.00	\$ 625.00	\$ 33.33	\$ 875.00	\$ 250.00	\$ 8,300.33
<b>Additional Services</b> <i>(See section 5.0 of proposal)</i>	X	X	X	X	X	X	X
Emergencies (hourly rate)	\$ 17.00						X
Afterhours (hourly rate)	\$ 17.00						X
Special Events (hourly rate)	\$ 17.00						X
Company Name:	American Facility Services, Inc.						
Company Authorized Official: (print name)	Harold Angel						
Authorized Official Signature:	<i>Harold Angel</i>						

## EXHIBIT C

### RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### CONTRACTS FOR UP TO \$50,000

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### CONTRACTS FOR MORE THAN \$50,000

**Worker’s Compensation** – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Stonecrest” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**EXHIBIT C**  
**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

<b>CONTRACTS FOR UP TO \$50,000</b>	<b>CONTRACTS FOR MORE THAN \$50,000</b>
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**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

**Owner's Protective Liability** – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

## EXHIBIT D

### DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is

\_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**EXHIBIT E**  
**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received a copy of the City of Stonecrest, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Stonecrest, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Date

## EXHIBIT F

### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify\* in accordance with the applicable provisions and deadlines.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).