

**CITY OF FRANKLIN, TENNESSEE  
SERVICES AGREEMENT  
COF Contract No.: 2011-0039**

THIS AGREEMENT for janitorial services ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and BUILDING MAINTENANCE AND CONSULTING SERVICES, INC., d/b/a MAINTENEXT hereinafter referenced as Vendor, who mutually agree as follows:

**DECLARATIONS.** City desires to retain Vendor to provide janitorial services for the City of Franklin Water Reclamation Plant.

**JANITORIAL SERVICES**

1. **SCOPE OF SERVICES.** Vendor shall provide janitorial services for the City of Franklin Water Reclamation Plant. This scope of services will be as proposed in Attachment A, which shall be considered as an integral part hereof.
2. **PAYMENT.** City shall pay Vendor for its services at the rate set forth in Vendor's Janitorial Quote, which is attached as Attachment B and is considered as an integral part hereof. Vendor's invoice(s) will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
3. **ASSIGNMENT/SUBCONTRACTING.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under this Agreement.
4. **TIME OF THE ESSENCE.** The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
5. **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law.
6. **TERM AND TERMINATION.**
  - a. This Agreement shall be effective on the date executed and shall continue for a period of no longer than five (5) years.
  - b. Either Party may terminate this Agreement any reason with thirty (30) days written notice.

7. INDEMNIFICATION. Vendor agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Vendor's negligent act, error or omission in the performance of the services of this agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Vendor and City, they shall be borne by each party in proportion to its own negligence. The terms and conditions of this paragraph shall survive completion of this services agreement.
8. ADDITIONS/MODIFICATIONS. If seeking any addition or modification to the Agreement, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
9. DEFAULT. If Vendor fails to perform or comply with any provision of this Agreement then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
10. APPLICABLE LAW; CHOICE OF FORUM/VENUE. The Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.
11. ENTIRE AGREEMENT. This Agreement, along with Attachments A and B, constitutes the entire Agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions may not be changed except by an

amendment expressly referencing this Agreement by section number and signed by an authorized representative of each party.

This Agreement is entered into on the 11<sup>th</sup> Day of March, 2011.

BY: Tom Barnes  
Vendor's Signature  
TITLE: SR VP  
Date: 03/09/2011

BY: Eric S. Stuckey  
Eric S. Stuckey  
City Administrator  
Date: 3/10/2011

Approved as to form by:  
Kristen L. Corn  
Kristen L. Corn, Staff Attorney

**Areas to be serviced:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Entrance             | <input type="checkbox"/> Kitchenette/Coffee Area         |
| <input checked="" type="checkbox"/> Foyer                | <input type="checkbox"/> Lockers                         |
| <input checked="" type="checkbox"/> Waiting Area         | <input checked="" type="checkbox"/> Hallways             |
| <input checked="" type="checkbox"/> Lobby/Reception Area | <input type="checkbox"/> Landings                        |
| <input checked="" type="checkbox"/> General Office       | <input type="checkbox"/> Stairwells                      |
| <input checked="" type="checkbox"/> Private Offices      | <input type="checkbox"/> Stairways                       |
| <input checked="" type="checkbox"/> Executive Offices    | <input type="checkbox"/> Elevator Cabs                   |
| <input type="checkbox"/> Conference Room                 | <input type="checkbox"/> Lounges                         |
| <input type="checkbox"/> Copy Room/Area                  | <input type="checkbox"/> Offices in Plant/Shop/Warehouse |
| <input checked="" type="checkbox"/> File Room/Area       | <input checked="" type="checkbox"/> Laboratory           |
| <input type="checkbox"/> Computer Room                   | <input type="checkbox"/> X-ray Rooms                     |
| <input checked="" type="checkbox"/> Restrooms            | <input type="checkbox"/> Examination Rooms               |
| <input checked="" type="checkbox"/> Lunch Room/Kitchen   |  |

Category/Service	How often?
<b>GENERAL CLEANING</b>	
Dust and clean fixtures and office furniture	<u>2</u> times month
Spot clean doors, frames, walls and switches	<u>2</u> times month
Empty waste paper and trash as directed	<u>2</u> times month
Clean entrance and partition glass, remove smudges	<u>2</u> times month
Clean and sanitize drinking fountains/coolers	<u>2</u> times month
Clean and sanitize telephones	<u>2</u> times month
Wipe down baseboards	<u>1</u> times month
Vacuum and/or wipe fabric/leather/plastic furniture	<u>2</u> times month

Dust high & low in corners for cobwebs	<u>2</u> times month
Dust all Venetian blinds	<u>1</u> times month
Dust ceiling vents, light fixtures and picture frames	<u>2</u> times month
<b>FLOOR MAINTENANCE</b>	
Vacuum all carpeted areas	<u>2</u> times month
Dust mop ceramic and resilient floor areas	<u>2</u> times month
Damp mop ceramic and resilient floor areas	<u>2</u> times month
<b>KITCHEN/LUNCH EATING AREA</b>	
Clean and disinfect kitchen counters and tables	<u>2</u> times month
Clean and disinfect exterior of appliances	<u>2</u> times month
Restock kitchen paper and soap products	<u>2</u> times month
Clean microwaves inside and outside	<u>2</u> times month
<b>RESTROOMS</b>	
Clean and polish restroom dispensers and fixtures	<u>2</u> times month
Clean and disinfect sinks, toilets, and urinals	<u>2</u> times month
Spot clean tile walls and toilet partitions	<u>2</u> times month
Wash restroom floors with germicidal cleaner	<u>2</u> times month
Clean and polish restroom metal and mirrors	<u>2</u> times month
Restock restroom paper and soap products	<u>2</u> times month
Wash restroom partition with germicidal cleaner	<u>2</u> times month
Clean and sanitize sanitary napkin dispensers	<u>2</u> times month
<b>SPECIAL FLOOR CARE SERVICES</b>	
Spray buff floors	<u>4</u> times year
Machine scrub floors	_____ times wk/month/year
Burnish floors	_____ times wk/month/year
Scrub & Recoat floors	_____ times wk/month/year
Strip & Wax floors	<u>4</u> times year
Hot water extract carpets	_____ times wk/month/year



# B.M.C.S.

Building Maintenance & Consulting Services Inc.

**maintenext**

14665 - C Lebanon Road, Old Hickory, TN 37138  
615-758-8884

## Janitorial Quote - March 4, 2011

City of Franklin - Water Reclamation Plant  
Attn: Juan Davis / Tiffany Wilkins  
135 Claude Yates Drive  
Franklin, TN 37064  
615-550-6963

Cleaning Frequency	Description	Monthly Service Rate	Check preferred plan
Twice / month	Janitorial services per customer specifications	\$145.00	
Weekly	Janitorial services per customer specifications	\$176.00	✓

- BMCS is 'Certified' by the Governor's Office of Diversity Business Enterprise as a 'Woman Owned Small Business'. A copy of the certificate is available upon request.
- BMCS payment terms are net 30 days.
- This quotation may be withdrawn if not accepted within 30 days of the quotation date.
- Upon acceptance of this quotation, service may be terminated by either party with 30 days written notice.
- Service is based on standard cleaning specifications provided by the customer and include buffing floors quarterly. BMCS to provide cleaning supplies. 'Periodic' & specialty services such as floor work require additional charges. Stripping and waxing at .22 per sq. ft. and carpet cleaning at .12 per sq. ft.

Signed: *Lincoln Underwood* Date: 3/4/11  
BMCS Representative

The above is considered acceptable and B.M.C.S. is authorized to begin service on March 14, 2011.

Accepted By: *Eric S. Strubey* Date: 3-10-2011  
Authorized Signature