

RESOLUTION NO. 07- 522

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE SELECTION OF CHI-ADA CORP., FOR JANITORIAL SERVICES; APPROVING THE CONTRACT BETWEEN CHI-ADA CORP., AND THE TOWN OF MIAMI LAKES; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Miami Lakes (the "Town") issued a Request for Proposals ("RFP") for janitorial services on April 6, 2007; and

WHEREAS, on April 25, 2007, all bids were publicly opened and read; and

WHEREAS, after reviewing all bids submitted to the Town, the Town Manager recommends the selection of Chi-Ada Corp.; and

WHEREAS, the Town Council finds that approval of Chi-Ada Corp., along with the Contract, is in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of Chi-Ada Corp.** Chi-Ada Corp., is selected and approved to perform janitorial services for the Town.

**Section 3. Approval of Contract.** The Contract for janitorial services between the Town and Chi-Ada Corp. (the "Contract"), a copy of which is attached as Exhibit "A,"

together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 4. Authorization of Town Officials.** The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

**Section 5. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract.

**Section 6. Execution of Contract.** The Town Manager is authorized to execute the Contract on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Contract and to execute any extensions and/or amendments to the Contract, subject to the approval as to form and legality by the Town Attorney.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8 day of May, 2007.

Motion to adopt by Robert Meador, second by Roberto Alonso.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton

yes

Vice Mayor Mary Collins

yes

Councilmember Roberto Alonso yes  
Councilmember Robert Meador yes  
Councilmember Michael Pizzi yes  
Councilmember Richard Pulido yes  
Councilmember Nancy Simon yes

Wayne Slaton  
Wayne Slaton  
MAYOR

ATTEST:

Debra Eastman  
Debra Eastman, MMC  
TOWN CLERK

Approved as to form and legality for the use  
and benefit of the Town of Miami Lakes only:

MS  
Weiss, Serota, Helfman, Pastoriza,  
Cole & Boniske, P.L.  
TOWN ATTORNEY

# EXHIBIT A

**CONTRACT  
BETWEEN  
THE TOWN OF MIAMI LAKES  
AND  
CHI-ADA CORPORATION  
FOR JANITORIAL SERVICES**

THIS CONTRACT (this "Contract") is made this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the Town of Miami Lakes, Florida (the "Town") Chi-Ada Corporation (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** - The Contractor shall provide all personnel, including transportation and necessary cleaning supplies and materials, for the purpose of performing janitorial services for Town Hall and park buildings (the "Work"). Tasks generally will include cleaning and sanitizing restrooms, general offices, kitchens, and other common areas. The Contractor must supply all of the necessary cleaning chemicals and paper products (to be approved by the Town). Contractor's employees must successfully pass a complete background check performed by the Town's Police Department.

In order to adequately carry out the Work anticipated in this Contract, the contractor shall adhere to the minimum requirements as stated in Exhibit 3 of the Request for Proposal #2007-101.1

2. **COMPENSATION/PAYMENT** -

2.1 The Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for the Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from the Contractor and the dispute is resolved.

2.3 The Contractor shall be compensated according to the following performance based formula;

- 1) 80 % of the monthly Bid amount will be paid to the Contractor.
- 2) Compensation for the remaining 20% will be based on the Contractor's performance. The Town will conduct five (5) random inspections per area per month. Assessments of performance will be weighted as follows: 6%

General Office Areas, 8% Washroom/Restrooms, and 6% Kitchen Areas. Unless notified by the Town of performance deficiencies, remaining 20% of the invoiced amount will be paid.

- 3) If performance deficiencies arise, notification will be transmitted, via a mutually agreed method, within ten (10) days of the end of the month. The Contractor will have sufficient time to respond and rectify these deficiencies. If the deficiencies continue with no action taken by the Contractor, performance will be assessed according to the formula stated above and monies will be deducted from the remaining 20% of the invoiced amount.

2.4 The Contractor shall be compensated at the unit prices specified below based upon the actual Work completed for the month as follows:.

<u>Base Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Square Feet</u>	<u>Monthly Costs</u>	<u>Yearly Costs</u>
101-1	Town Hall (Building & Zoning) – First Floor (Janitorial services to be provided five (5) days per week (Monday – Friday) between the hours of 7 p.m. and 3 a.m.)  (Janitorial services to be provided five (5) days per week for Bathrooms and Kitchen facilities as well as Police Department during working hours (Monday – Friday)).	2160	<u>\$504.00</u>	<u>\$6,048.00</u>
101-2	Town Hall (Compliance & Police) – Second Floor (Janitorial services to be provided five (5) days per week (Monday – Friday) between the hours of 7 p.m. and 3 a.m.)  (Janitorial services to be provided five (5) days per week for Bathrooms and Kitchen facilities as well as Police Department during working hours (Monday – Friday)).	5400	<u>\$1007.00</u>	<u>\$12,084.00</u>
101-3	Town Hall (Administration) – Third Floor (Janitorial services to be provided five (5) days per week (Monday – Friday) between the hours of 7 p.m. and 3 a.m.)  (Janitorial services to be provided five (5) days per week for Bathrooms and Kitchen facilities as well as Police Department during working hours (Monday – Friday)).	5565	<u>\$1007.00</u>	<u>\$12,084.00</u>
101-4	Park # 74 (Community Center) (Includes main bldg, outdoor restrooms, pavilion)  Janitor services to be provided five (5) days per week (Monday - Friday) between the hours of 9 p.m. and 3 a.m.  Park Location:  Park number 74 - 15151 NW 82 Avenue	5500	<u>\$1007.00</u>	<u>\$12,084.00</u>
101-5	Park # 54 (Community Center) (Includes main bldg and pavilion)  Janitor services to be provided five (5) days per week (Monday - Friday) between the hours of 9 p.m. and 3 a.m.  Park Location:  Park number 54 - 6101 Miami Lakes Drive - East	680	<u>\$504.00</u>	<u>\$6084.00</u>

A-1	Allowances (per year)	N/A	N/A	\$25,000
<b>TOTAL YEARLY BASE BID AMOUNT</b>				\$81,748.00
<b>THREE (3) YEAR GRAND TOTAL - BASE BID TIMES</b>				\$245,244.00
<b>THREE (3) YEAR CONTRACT AMOUNT</b>				

**PRICES INCLUDE ALL LABOR & SUPPLY COSTS NECESSARY TO COMPLETE THE ABOVE REQUIREMENTS.**

3. **TERM** - This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Options"). The Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination.
  
4. **NON-WAIVER** - The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by the Town of any other terms and conditions of this Contract.
  
5. **PROTECTION OF PROPERTY AND THE PUBLIC** - The Contractor shall continuously maintain adequate protection of all the Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract as follows:
  - 5.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970 ("OSHA"), and amendments thereto, the Construction Safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.
  
  - 5.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work.
  
  - 5.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property.

6. **INDEMNIFICATION** -

6.1 The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

6.2 This indemnification obligation shall survive the termination of this Contract.

6.3 The Contractor shall defend the Town or provide for such defense, at the Town's option.

6.4 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. The Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, the Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

7. **CONTRACT DOCUMENTS** - The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;  
All Addendums;  
Contract;  
Proposal;  
Detailed Specifications;  
Qualification Statement;  
Public Entity Crime Form;  
Insurance Certificates;  
Anti-Kickback Affidavit;  
Non-Collusive Affidavit;

8. **CONTRACTOR'S EMPLOYEES** -

8.1 The Contractor shall have at all times an English speaking, competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. The Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

8.2 The Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee, as approved by the Town Manager or his/her designee.

8.3 The Contractor shall, upon receipt of a written request from the Town Manager, immediately exclude any employee of the Contractor from providing the Work under this Contract.

8.4 The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

9. **VEHICLES AND EQUIPMENT** – Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by the Contractor to provide services under this Contract shall be painted uniformly with the name of the Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

10. **INSURANCE** – The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

10.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees of the Contractor for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

10.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$300,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the



Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

**10.3 Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

**10.4 Certificate of Insurance:** The Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

**10.5 Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

**10.6** All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

11. **ASSIGNMENT AND AMENDMENT** - No assignment by the Contractor of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the Town. This Contract may only be amended, by the parties, with the same formalities as this Contract.
12. **TERMINATION** -
  - 12.1 Either party may terminate this Contract without cause upon ninety (90) days written notice to the other party
  - 12.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for the Work performed after the date of termination.
  - 12.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.
  - 12.4 The Town may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.
13. **CHOICE OF LAW** - This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.
14. **ATTORNEY'S FEES** - In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.
15. **ACCESS TO PUBLIC RECORDS** - The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of termination.
16. **INSPECTION AND AUDIT** - During the term of this Contract and for three (3) years from the date of termination the Contractor shall allow Town representatives access during reasonable business hours to the Contractor's and Subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

17. **SEVERABILITY** - If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
18. **WAIVER OF JURY TRIAL** - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.
19. **COUNTERPARTS** - This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
20. **INDEPENDENT CONTRACTOR** - It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to work, and that the Contractor is in no respect an agent, servant or employee of the Town. Accordingly, the Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. The Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to the Contractor, and agrees to provide worker's compensation insurance for any employee or agent of the Contractor rendering services to the Town under this Contract.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or subcontractors of the Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

21. **ACCIDENT PREVENTION AND REGULATIONS** - Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Contract. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by the Contractor responsible for same.
22. **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all of its employees and subcontractor employees involved in the performance of this Contract. Background checks must be performed and submitted to Town representatives prior to the performance of any Work by the employee under the Contract. On an annual basis, the Town Manager may request verification of background checks for all of the Contractor's employees working at Town facilities.

23. **CODE OF ETHICS** – The Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.
24. **LAWS, RULES & REGULATIONS** – The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him on the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. The Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, the Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
25. **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of the Work under this Contract.
26. **NOTICES** - Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Miami Lakes  
15700 NW 67 Avenue, Suite 302  
Miami Lakes, FL 33014  
Attention: Town Clerk

Contractor:

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IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

TOWN OF MIAMI LAKES

By: \_\_\_\_\_  
Debra Eastman, MMC - Town Clerk

By: \_\_\_\_\_  
Wayne Slaton, Mayor

By: \_\_\_\_\_  
Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: \_\_\_\_\_

By: \_\_\_\_\_

(\* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.