

CONTRACT FOR JANITORIAL SERVICES FOR
REGIONAL TRANSIT SYSTEM FACILITIES

THIS CONTRACT is entered into this _____ day of _____ A.D. _____, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and SHEILASHINE CLEANING SERVICE, INC. (“CONTRACTOR”).

WHEREAS, the parties desire to enter into an agreement for janitorial services for the City of Gainesville’s Regional Transit System.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):

- 1) This Contract,
- 2) Addendum #5 dated November 18, 2014,
- 3) Addendum #4 dated November 17, 2014,
- 4) Addendum #3 dated November 13, 2014,
- 5) Addendum #2 dated November 5, 2014,
- 6) Addendum #1 dated October 23, 2014,
- 7) City of Gainesville Invitation to Bid #RTSX-150025-DS dated October 23, 2014 (opened November 25, 2014), and
- 8) Proposal of SheilaShine Cleaning Service, Inc. dated November 17, 2014

The Contract Documents constitute the entire agreement between the City and Contractor. In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The CITY shall pay to the CONTRACTOR for the faithful performance of this Contract the sums due upon verified invoice within 30 days of receipt in accordance with the Invitation to Bid. The annual budget for this contract shall not exceed \$61,500.00.

3. The CONTRACTOR and the CITY further agree that time is of the essence of the CONTRACT and that the work under the CONTRACT is required to be completed within the time specified in the Bid Documents.

4. The contract period for work under this agreement shall commence upon execution of the contract and shall continue for five years.

5. This Contract, together with the attached bid documents, constitutes the entire agreement between the parties.

6. CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

7. This Contract shall be interpreted in accordance with the laws of the State of Florida. In the event of any legal proceedings arising from or related to the Contract, venue for such proceeding shall be in Alachua County, Florida.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

(SEAL) (If Corporation)

ATTEST OR WITNESS:
SERVICE,

SHEILASHINE CLEANING
INC.

Title: _____

Title: _____

ATTEST OR WITNESS:

CITY OF GAINESVILLE, FLORIDA

Title: _____

Title: _____

APPROVED AS TO FORM AND
LEGALITY

City Attorney