

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
UNITED STATES SERVICE INDUSTRIES  
FOR  
CITY WIDE CUSTODIAL SERVICES**

**THIS AGREEMENT** is made between United States Service Industries (USSI), an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, the Provider and the City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for City Wide Custodial Services (the “Project”); and

**WHEREAS**, the City desires to engage the Provider to perform the services specified below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish professional services to the City as set forth in the Bid Submittal under Scope of Services found in Exhibit “A”, which is attached to this Agreement and incorporated herein and made part hereof by this reference.
- 1.2 The “Scope of Services” includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.
- 1.3 The City reserves the right to include or exclude additional facilities under this agreement as determined by the City Manager.
- 1.4 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for one (1) year from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Service Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Provider a fee in the amount of ONE HUNDRED TWO THOUSAND THIRTY-SEVEN DOLLARS AND THIRTY-TWO CENTS (\$102,037.32), in accordance with the Provider's Proposal attached under **Exhibit "A"** (the "Fee").  
The Fee shall be paid on a monthly basis within thirty days of receipt of the corresponding invoice from the Provider for work performed. Completion of the work shall be defined as receipt of all of the deliverables by the City.
- 3.2 The invoices shall show or include: (i) the task(s) performed; (ii) the hourly rate or rates of the persons performing the task(s); (iii) City Purchase Order Number; (iv) date(s) of the performed task; (v) location of the performed task.
- 3.3 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Service Schedule, unless extended by the City Manager.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.
- 4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.
- 4.3 The City reserves the right to contract third party vendors to provide custodial services at designated special events held at City facilities.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 Furnish two (2) copies of all required keys. Additional keys will be at the expense of the Provider. Lost/stolen/misplaced keys will result in change of lock/key at the Provider's expense.

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Provider may only enter the facilities during the hours stipulated in the agreement unless otherwise approved by the City Manager.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 8.4 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, Provider must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.
- 8.5 Upon termination or expiration of this Agreement, Contractor may remove any of its property from the facility except that which has become fixtures. The City's property shall be left in a clean and as near to original condition as possible, this includes any repairs required to return the facility to its original condition.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress  
Acting City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.  
City Attorney  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

For The Provider: Efrain Estrada  
Senior Vice President  
United States Service Industries (USSI)  
4340 East-West Hwy  
Suite 204. Bethesda MD 20814

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- 16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:
- (a) Service quality, attentiveness, courteousness, etc.;
  - (b) Personal appearance;
  - (c) Sanitation practices and conditions;
  - (d) Personal appearance;
  - (e) Training program techniques, schedules, and records;
  - (f) Safety conditions;
  - (g) Operational performance from a financial perspective; and
  - (h) Other related operational conditions and/or practices.

17. **No assignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

(b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and



(d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City, or the Provider. The Provider, at the Provider's expense, shall be responsible for obtaining all required licenses and permits relevant to their operation.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the

Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they

appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

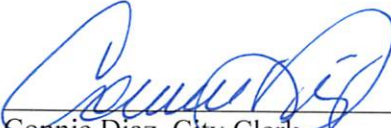
32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.


**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

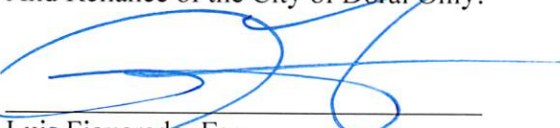
Attest:

CITY OF DORAL

  
\_\_\_\_\_  
Connie Diaz, City Clerk

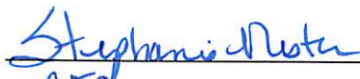
  
By: \_\_\_\_\_  
Albert P. Childress, Acting City Manager  
Date: Feb. 25, 2019

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

PROVIDER

UNITED STATES SERVICE INDUSTRIES, INC

By:   
Its: CFO  
Date: 02/19/19

**Exhibit "A"**

**Scope of Services**

SEE ATTACHE 3.24 ROUTINE WORK - TASK AND FREQUENCIES

### 3.24 ROUTINE WORK – TASK AND FREQUENCIES

<b>LOCATION</b> <b>Government Center</b> 8401 NW 53 <sup>rd</sup> Terrace	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>
<p><b>Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies</b></p> <p>Note: Some personnel may request that their office or desk to be excluded.</p>	<ul style="list-style-type: none"> <li>• Empty and clean all waste and sanitary receptacles, wash if necessary.</li> <li>• Replace plastic liners.</li> <li>• Remove all waste collected from the building and dispose on City provided commercial dumpster</li> <li>• Clean and disinfect all drinking fountains</li> <li>• Spot clean carpets as needed.</li> <li>• Check for, and remove, any and all cobwebs.</li> <li>• Vacuum all carpets.</li> <li>• Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices</li> <li>• Clean entrance mats.</li> <li>• Clean the cashier windows and all building glass entrance doors.</li> </ul>	<ul style="list-style-type: none"> <li>• Dust, all building areas to include all surfaces of furniture (desks, tables, counters, fixtures, etc.)</li> <li>• Clean behind all doors and crevices along walls to eliminate dust buildup.</li> <li>• Clean all baseboards.</li> <li>• Sweep, mop and clean janitorial closets including service sink.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).</li> <li>• Vacuum and bonnet clean all carpets.</li> <li>• Clean and disinfect all trash receptacles and replace in their designated location(s).</li> <li>• Dust and clean all high areas not easy to reach during normal cleaning schedule.</li> </ul>	<ul style="list-style-type: none"> <li>• Steam clean all carpets, using the hot water extraction method.</li> <li>• Dust all wood and fabric panels (high and low).</li> <li>• Clean upholstered furniture/seating throughout the building.</li> <li>• Clean and polish all metal door thresholds.</li> <li>• Clean wall coverings as needed, using extreme caution and approved methods.</li> </ul>
<p><b>Restrooms and Locker Rooms</b></p>	<ul style="list-style-type: none"> <li>• Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around.</li> <li>• Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures.</li> <li>• Wash, clean and disinfect all urinal walls and stall partitions including doors.</li> <li>• Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required.</li> <li>• Wet mop and disinfect all floors.</li> <li>• Scrub and disinfect all sinks and counter tops.</li> <li>• Remove all splash marks from all lockers, furniture, fixtures,</li> </ul>	<ul style="list-style-type: none"> <li>• Machine scrub and disinfect all restroom, shower and locker room ceramic tile floors.</li> <li>• Wipe clean and disinfect all lockers.</li> </ul>	<ul style="list-style-type: none"> <li>• Deep clean all restrooms, showers and locker rooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions, urinals, dressing areas, benches, lockers and drain strainers.</li> <li>• Wash and disinfect all waste receptacles.</li> <li>• Replace damaged or moldy shower privacy curtains as needed.</li> </ul>	

	<p>walls, partitions, doors and cabinets.</p> <ul style="list-style-type: none"> <li>• Replace urinal screens as needed.</li> <li>• Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items.</li> <li>• Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers.</li> <li>• Wipe down and sanitize benches.</li> <li>• Remove all trash, debris, toiletries, or other articles left unattended outside lockers, which appear to be abandoned. (Determine placement of these items in conjunction with the Facilities Manager).</li> <li>• Clean and sanitize all showers and dressing areas: clean all shower hardware, walls and floors.</li> </ul>			
<b>Gymnasium</b>	<ul style="list-style-type: none"> <li>• Empty trash and recycling receptacles, replace liners.</li> <li>• Re-arrange equipment as needed.</li> <li>• Sweep or vacuum floors.</li> <li>• Damp mop floors with germicidal detergent.</li> <li>• Clean all water drinking fountains.</li> <li>• Wipe down and disinfect all exercise equipment.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean behind all doors and crevices along walls to eliminate dust buildup.</li> </ul>		
<b>Employee Kitchen and Lounge Areas</b>	<ul style="list-style-type: none"> <li>• Empty trash and recycling receptacles, replace liners.</li> <li>• Clean trash and recycling receptacles.</li> </ul>	<ul style="list-style-type: none"> <li>• Machine scrub and spray buff hard floor surfaces.</li> <li>• Wash waste and recycling receptacles.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT</li> </ul>	

	<ul style="list-style-type: none"> <li>• Re-arrange furniture as needed.</li> <li>• Spot clean furniture, fixtures, doors walls, counters and glass partitions.</li> <li>• Wipe clean all tables, cabinets, appliances and counter tops.</li> <li>• Sweep hard floor surfaces.</li> <li>• Damp mop floors with germicidal detergent.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean upholstered seating as needed.</li> <li>• Perform thorough cleaning of tables, chairs and dining areas.</li> </ul>	(With methods satisfactory to the City).	
<b>Conference Rooms and Auditoriums</b>	<ul style="list-style-type: none"> <li>• Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary.</li> <li>• Vacuum all carpets.</li> <li>• Remove dirt <i>and or</i> marks from doors, walls, light switches, glass panels, and partitions.</li> <li>• Spot clean carpets as needed.</li> <li>• Clean all furniture, fixtures, media, and counters.</li> <li>• Rearrange furniture as required.</li> <li>• Clean entrance mats.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean and polish all furniture to include the podium and dais.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).</li> </ul>	<ul style="list-style-type: none"> <li>• Clean upholstered furniture/seating.</li> <li>• Clean wall coverings as needed, using extreme caution and approved methods.</li> </ul>
<b>Stairs and Stairwells</b>	<ul style="list-style-type: none"> <li>• Police all stairs and landings to ensure cleanliness.</li> <li>• Spot clean all stairs, landings, walls, doors, and handrails.</li> <li>• Sweep and damp mop stairwells with germicidal detergent.</li> <li>• Vacuum stairs and landings.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean handrails using appropriate method.</li> <li>• Clean doors interior and exterior.</li> </ul>		<ul style="list-style-type: none"> <li>• Clean wall coverings as needed, using extreme caution and approved methods.</li> <li>• Steam clean all carpets, using the hot water extraction method.</li> </ul>



<b>Elevators (Including Parking Garage Elevators)</b>	<ul style="list-style-type: none"> <li>• Sweep and damp mop with germicidal detergent all elevators.</li> <li>• Spot clean fixtures, walls, and doors, etc.</li> <li>• Damp clean all elevators walls, door frames and doors in each floor.</li> </ul>			
---	--	--	--	--

<b>LOCATION</b> <b>Police Department</b> 6100 NW 99 <sup>th</sup> Ave	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>
<b>Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies</b>  <b>Note:</b> Some personnel may request that their office or desk be excluded. In addition, some offices are accessible only by PD and no other personnel is allow.	<ul style="list-style-type: none"> <li>• Empty and clean all waste and sanitary receptacles, wash if necessary.</li> <li>• Replace plastic liners.</li> <li>• Remove all waste collected from the building and dispose on City provided commercial dumpster</li> <li>• Clean and disinfect all drinking fountains</li> <li>• Spot clean carpets as needed.</li> <li>• Check for, and remove, any and all cobwebs.</li> <li>• Vacuum all carpets.</li> <li>• Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices</li> <li>• Clean entrance mats.</li> <li>• Clean the cashier windows and all building glass entrance doors.</li> </ul>	<ul style="list-style-type: none"> <li>• Dust, all building areas to include all surfaces of furniture (desks, tables, counters, files, fixtures, etc.)</li> <li>• Clean behind all doors and crevices along walls to eliminate dust buildup.</li> <li>• Clean all baseboards.</li> <li>• Sweep, mop and clean janitorial closets including service sink.</li> </ul>	<ul style="list-style-type: none"> <li>• Vacuum and bonnet clean all carpets.</li> <li>• Clean and disinfect all trash receptacles and replace in their designated location(s).</li> <li>• Dust and clean all high areas not easy to reach during normal cleaning schedule.</li> </ul>	<ul style="list-style-type: none"> <li>• Steam clean all carpets, using the hot water extraction method.</li> <li>• Dust all wood and fabric panels (high and low).</li> <li>• Clean upholstered furniture/seating throughout the building.</li> <li>• Clean and polish all metal door thresholds.</li> <li>• Clean wall coverings as needed, using extreme caution and approved methods.</li> <li>• Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).</li> </ul>
<b>Restrooms and Locker Rooms</b>	<ul style="list-style-type: none"> <li>• Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around.</li> <li>• Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures.</li> </ul>	<ul style="list-style-type: none"> <li>• Deep clean all restrooms, showers and locker rooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions, urinals, dressing areas,</li> </ul>	<ul style="list-style-type: none"> <li>• Wash and disinfect all waste receptacles.</li> <li>• Replace damaged or moldy shower privacy curtains as needed.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Wash, clean and disinfect all urinal walls and stall partitions including doors.</li> <li>• Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required.</li> <li>• Wet mop and disinfect all floors.</li> <li>• Scrub and disinfect all sinks and counter tops.</li> <li>• Remove all splash marks from all lockers, furniture, fixtures, walls, partitions, doors and cabinets.</li> <li>• Replace urinal screens as needed.</li> <li>• Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items.</li> <li>• Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers.</li> <li>• Wipe down and sanitize benches.</li> <li>• Remove all trash, debris, toiletries, or other articles left unattended outside lockers, which appear to be abandoned. (Determine placement of these items in conjunction with the Facilities Manager).</li> <li>• Clean and sanitize all showers and dressing areas: clean all shower hardware, walls and floors.</li> </ul>	<p>benches, lockers and drain strainers.</p> <ul style="list-style-type: none"> <li>• Wash and disinfect stall partitions and trash receptacles.</li> <li>• Wipe clean and disinfect all lockers.</li> </ul>		
<p><b>Gymnasium</b></p>	<ul style="list-style-type: none"> <li>• Empty trash and recycling receptacles, replace liners.</li> <li>• Re-arrange equipment as needed.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean behind all doors and crevices along walls to eliminate dust buildup.</li> </ul>		

	<ul style="list-style-type: none"> <li>• Sweep or vacuum floors.</li> <li>• Damp mop floors with germicidal detergent.</li> <li>• Clean all water drinking fountains.</li> <li>• Wipe down and disinfect all exercise equipment.</li> </ul>			
<b>Employee Kitchen and Lounge Areas</b>	<ul style="list-style-type: none"> <li>• Empty trash and recycling receptacles, replace liners.</li> <li>• Clean trash and recycling receptacles.</li> <li>• Re-arrange furniture as needed.</li> <li>• Spot clean furniture, fixtures, doors walls, counters and glass partitions.</li> <li>• Wipe clean all tables, cabinets, appliances and counter tops.</li> <li>• Sweep hard floor surfaces.</li> <li>• Damp mop floors with germicidal detergent.</li> </ul>	<ul style="list-style-type: none"> <li>• Machine scrub and spray buff hard floor surfaces.</li> <li>• Wash waste and recycling receptacles.</li> <li>• Clean upholstered seating as needed.</li> <li>• Perform thorough cleaning of tables, chairs and dining areas.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).</li> </ul>	
<b>Conference Rooms and Auditoriums</b>	<ul style="list-style-type: none"> <li>• Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary.</li> <li>• Vacuum all carpets.</li> <li>• Remove dirt <i>and or</i> marks from doors, walls, light switches, glass panels, and partitions.</li> <li>• Spot clean carpets as needed.</li> <li>• Check for, and remove, any and all cobwebs.</li> <li>• Clean all furniture,</li> </ul>	<ul style="list-style-type: none"> <li>• Clean and polish all furniture.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).</li> </ul>	<ul style="list-style-type: none"> <li>• Clean upholstered furniture/seating.</li> <li>• Clean wall coverings as needed, using extreme caution and approved methods.</li> </ul>

	fixtures, media, and counters. <ul style="list-style-type: none"> <li>Rearrange furniture as required.</li> <li>Clean entrance mats.</li> </ul>			
<b>Stairs and Stairwells</b>	<ul style="list-style-type: none"> <li>Police all stairs and landings to ensure cleanliness.</li> <li>Spot clean all stairs, landings, walls, doors, and handrails.</li> <li>Sweep and damp mop stairwells with germicidal detergent.</li> <li>Vacuum stairs and landings.</li> </ul>	<ul style="list-style-type: none"> <li>Clean handrails using appropriate method.</li> <li>Clean doors interior and exterior.</li> </ul>		<ul style="list-style-type: none"> <li>Clean wall coverings as needed, using extreme caution and approved methods.</li> <li>Steam clean all carpets, using the hot water extraction method.</li> </ul>
<b>Elevators</b>	<ul style="list-style-type: none"> <li>Sweep and damp mop with germicidal detergent all elevators.</li> <li>Spot clean fixtures, walls, and doors, etc.</li> <li>Damp clean all elevators walls, door frames and doors in each floor.</li> </ul>			

LOCATION <u>Police Department Substation</u> 3719 NW 97 Ave	DAILY	WEEKLY	MONTHLY	QUARTERLY
<b>Common/Public areas, Corridors, Entries, Foyers, Offices and Lobbies</b>  <b>Note:</b> Some personnel may request that their office or desk be excluded. In addition, some offices are accessible only by PD and no other personnel is allow.	<ul style="list-style-type: none"> <li>Empty and clean all waste and sanitary receptacles, wash if necessary.</li> <li>Replace plastic liners.</li> <li>Remove all waste collected from the building and dispose on City provided commercial dumpster</li> <li>Clean and disinfect all drinking fountains</li> <li>Spot clean carpets as needed.</li> <li>Check for, and remove, any and all cobwebs.</li> <li>Vacuum all carpets.</li> </ul>	<ul style="list-style-type: none"> <li>Dust, all building areas to include all surfaces of furniture (desks, tables, counters, files, fixtures, etc.)</li> <li>Clean behind all doors and crevices along walls to eliminate dust buildup.</li> <li>Clean all baseboards.</li> <li>Sweep, mop and clean janitorial closets including service sink.</li> </ul>	<ul style="list-style-type: none"> <li>Vacuum and bonnet clean all carpets.</li> <li>Clean and disinfect all trash receptacles and replace in their designated location(s).</li> <li>Dust and clean all high areas not easy to reach during normal cleaning schedule.</li> </ul>	<ul style="list-style-type: none"> <li>Steam clean all carpets, using the hot water extraction method.</li> <li>Dust all wood and fabric panels (high and low).</li> <li>Clean upholstered furniture/seating throughout the building.</li> <li>Clean and polish all metal door thresholds.</li> <li>Clean wall coverings as needed, using extreme caution and approved methods.</li> </ul>

	<ul style="list-style-type: none"> <li>• Damp mop all tile floors, using germicidal detergent and appropriate Caution Wet Floor Warning devices</li> <li>• Clean entrance mats.</li> <li>• Clean the cashier windows and all building glass entrance doors.</li> </ul>			<ul style="list-style-type: none"> <li>• Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).</li> </ul>
<p><b>Restrooms</b></p>	<ul style="list-style-type: none"> <li>• Clean and disinfect all urinals and toilet bowls, including toilet seats, and all around.</li> <li>• Clean, Sanitize and polish all mirrors, counters tops and plumbing fixtures.</li> <li>• Wash, clean and disinfect all urinal walls and stall partitions including doors.</li> <li>• Clean and disinfect all trash receptacles and replace all with plastic liners; wash if required.</li> <li>• Wet mop and disinfect all floors.</li> <li>• Scrub and disinfect all sinks and counter tops.</li> <li>• Remove all splash marks from all lockers, furniture, fixtures, walls, partitions, doors and cabinets.</li> <li>• Replace urinal screens as needed.</li> <li>• Provide disposal bags for sanitary products on as needed basis where restrooms have provisions for these items.</li> <li>• Refill all dispensers and replenish all paper supplies, hand soap dispensers and sanitary napkin dispensers.</li> <li>• Clean and sanitize all showers and dressing</li> </ul>	<ul style="list-style-type: none"> <li>• Deep clean all restrooms, showers and locker rooms to include, toilet, sinks, ceramic tile walls, floors, tables, partitions, urinals, dressing areas, benches, lockers and drain strainers.</li> <li>• Wash and disinfect stall partitions and trash receptacles.</li> <li>• Wipe clean and disinfect all lockers.</li> </ul>	<ul style="list-style-type: none"> <li>• Wash and disinfect all waste receptacles.</li> <li>• Replace damaged or moldy shower privacy curtains as needed.</li> </ul>	

	<p>areas: clean all shower hardware, walls and floors.</p>			
<b>Employee Kitchen and Lounge Areas</b>	<ul style="list-style-type: none"> <li>• Empty trash and recycling receptacles, replace liners.</li> <li>• Clean trash and recycling receptacles.</li> <li>• Re-arrange furniture as needed.</li> <li>• Spot clean furniture, fixtures, doors walls, counters and glass partitions.</li> <li>• Wipe clean all tables, cabinets, appliances and counter tops.</li> <li>• Sweep hard floor surfaces.</li> <li>• Damp mop floors with germicidal detergent.</li> </ul>	<ul style="list-style-type: none"> <li>• Machine scrub and spray buff hard floor surfaces.</li> <li>• Wash waste and recycling receptacles.</li> <li>• Clean upholstered seating as needed.</li> <li>• Perform thorough cleaning of tables, chairs and dining areas.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).</li> </ul>	
<b>Conference Rooms and Auditoriums</b>	<ul style="list-style-type: none"> <li>• Empty and clean all waste and sanitary receptacles, replace plastic liners; wash if necessary.</li> <li>• Vacuum all carpets.</li> <li>• Remove dirt <i>and or</i> marks from doors, walls, light switches, glass panels, and partitions.</li> <li>• Spot clean carpets as needed.</li> <li>• Check for, and remove, any and all cobwebs.</li> <li>• Clean all furniture, fixtures, media, and counters.</li> <li>• Rearrange furniture as required.</li> <li>• Clean entrance mats.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean and polish all furniture.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean, strip, seal, buff, disinfect and refinish all hard floor surfaces. Including granite floors and VCT (With methods satisfactory to the City).</li> </ul>	<ul style="list-style-type: none"> <li>• Clean upholstered furniture/seating.</li> <li>• Clean wall coverings as needed, using extreme caution and approved methods.</li> </ul>

**\*\* QUOTE FOR ADDITIONAL SERVICES**

Provide quotes for additional services per Square Feet as follows (refer to pricing sheet):

1. Carpet vacuuming
2. Carpet cleaning
3. Scrub and wash ceramic tile floors
4. Strip, seal and buff VCT floors
5. Dusting, cleaning, and removal of waste and recycling receptacles on approximately 4000 SQ. FT of office space.
6. Furniture Cleaning (Shampoo Chairs).
7. During and after events custodial support.

**\*Finishes**

**City Hall**

<b>Sq. Ft.</b>	<b>Floor type</b>
3,420	Stone
3,463	VCT
1,030	Rubber Surface
2,450	Ceramic Tile
40,308	Carpet Tile
50,671	<b>TOTAL AREA</b>

**Police Dept.**

<b>Sq. Ft.</b>	<b>Floor type</b>
10,521.5	VCT
3,876.5	Ceramic Tile
8,432	Carpet Tile
1,500	Rubber Surface
24,430	<b>TOTAL AREA</b>

**Police Substation**

<b>Sq. Ft.</b>	<b>Floor type</b>
7,986	VCT
1,420	Ceramic Tile
609	Carpet
10,015	<b>TOTAL AREA</b>

**Exhibit "B"**

**Insurance Requirements**

SEE ATTACHED



<sup>B</sup>  
~~EXHIBIT "A"~~  
**INSURANCE REQUIREMENTS**

At award time, the successful bidder must procure at minimum the insurance coverage below and furnish to the City a Certificate of Insurance verifying such coverage at all times during this contract period. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

**I. Commercial General Liability**

**A. Limits of Liability**

Bodily Injury & Property Damage Liability

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000 (Per Job)
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

**B. Endorsements Required**

City of Doral listed as an additional insured  
Primary Insurance Clause Endorsement  
Contingent and Contractual Liability  
Waiver of Subrogation

- II. Automobile Liability (If Applicable) \$1,000,000**  
Owned or Scheduled Autos, including Hired and Non Owned Autos  
City of Doral listed as an additional insured

- III. Workers Compensation – applies to all persons fulfilling duties of this contract.**  
Statutory Limits- State of Florida

**Employer's Liability**

Limits of Liability

\$500,000 for bodily injury caused by an accident, each accident  
\$500,000 for bodily injury caused by disease, each employee  
\$500,000 for bodily injury caused by disease, policy limit

**IV. Fidelity/dishonesty coverage**

**A. Limits of Liability**

Per Occurrence \$100,000

Covers dishonest acts of the bidder's employees, including but not limited to the theft of vehicles, materials, supplies, equipment, tools, monies and securities.

**Coverage must remain in force at all times for the duration of the contract. The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions. Policies shall provide 10 days' written notice of cancellation, non-renewal or material change in coverage. If insurance policies do not provide such provision, Contractor is responsible to do so.**

**Only insurance companies authorized by the State to transact business in the State of Florida are acceptable.**

**Insurance companies must be AM Best rated no less than "A-,"Class V", or its equivalent.**

**All policies or certificates of insurance are subject to review and verification and amendment by City Risk Management. Risk Management reserves the right to request coverage clarification and copies of insurance policies.**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (202) 783-5810 USI Insurance Services LLC 601 13th St NW Washington, DC 20005	<b>CONTACT NAME:</b> Tyneshia Wells <b>PHONE (A/C, No, Ext):</b> 804.729.9812 <b>E-MAIL ADDRESS:</b> tyneshia.wells@usi.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> United States Service Industries, Inc. 4340 East-West Highway Suite 204 Bethesda MD 20814	<b>INSURER A:</b> Travelers Indemnity Co of America	<b>NAIC #</b> 25666
	<b>INSURER B:</b> Travelers Indemnity Company	25658
	<b>INSURER C:</b> Travelers Property Casualty Co of America	25674
	<b>INSURER D:</b> Phoenix Insurance Company	25623
	<b>INSURER E:</b> Federal Insurance Company	20281
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 13896786****REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X	X	630-7048B505-TIA-18	04/15/2018	04/15/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 <input checked="" type="checkbox"/> Coll \$1000	X		BA-9555B559-18-CAG	04/15/2018	04/15/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-0J790420-18-43	04/15/2018	04/15/2019	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-3K926991-PHX-18	04/15/2018	04/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Crime - Fidelity Bond			8211-6264	04/15/2018	04/15/2019	Client Coverage - \$1,000,000 Employee Theft - \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Doral, Florida is additional insured as it relates to general and automobile liability in accordance with the terms and conditions of the policy where required by written contract. Umbrella follows form as it relates to additional insureds. Waiver of subrogation is granted as it relates to general liability. General liability is primary and noncontributory. Cancellation is per the terms and conditions of the policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Doral, Florida  
 8401 NW 53rd Terrace  
 Doral, Florida 33166

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
5. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR SERVICE INDUSTRIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><b>A. Broadened Named Insured</b></li> <li><b>B. Blanket Additional Insured – Broad Form Vendors</b></li> <li><b>C. Damage To Premises Rented To You</b> <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> </li> <li><b>D. Blanket Waiver Of Subrogation</b></li> <li><b>E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</b></li> <li><b>F. Blanket Additional Insured – Lessors Of Leased Equipment</b></li> <li><b>G. Incidental Medical Malpractice</b></li> <li><b>H. Personal Injury – Assumed By Contract</b></li> </ul> | <ul style="list-style-type: none"> <li><b>I. Amended Bodily Injury Definition</b></li> <li><b>J. Bodily Injury To Co-Employees And Co-Volunteer Workers</b></li> <li><b>K. Aircraft Chartered With Crew</b></li> <li><b>L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet</b></li> <li><b>M. Increased Supplementary Payments</b> <ul style="list-style-type: none"> <li>• Cost of bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> </li> <li><b>N. Knowledge And Notice Of Occurrence Or Offense</b></li> <li><b>O. Unintentional Omission</b></li> <li><b>P. Reasonable Force – Bodily Injury Or Property Damage</b></li> </ul> |
|--|--|

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

- 1. The following is added to SECTION II – WHO IS AN INSURED:**

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
- 2. The following replaces Paragraph 4.a. of SECTION II – WHO IS AN INSURED:**
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.**

#### **B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and**
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.**

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to pro-**

## COMMERCIAL GENERAL LIABILITY

vide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.

- b. The insurance provided to such vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
  - (7) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

### C. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

**E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have



## COMMERCIAL GENERAL LIABILITY

signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

### G. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**.

**H. PERSONAL INJURY – ASSUMED BY CONTRACT**

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

**e. Contractual Liability**

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**I. AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**J. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

**K. AIRCRAFT CHARTERED WITH CREW**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

## COMMERCIAL GENERAL LIABILITY

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

### L. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) Fifty feet long or less; and
    - (b) Not being used to carry any person or property for a charge.
2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

  - (1) Fifty feet long or less; and
  - (2) Not being used to carry any person or property for a charge.

### M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
  - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### N. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
  - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
      - (iii) A trustee of any trust; or
      - (iv) An executive officer or director of any other organization;that is your partner, joint venture member, manager or trustee; or
    - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
  - (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described

## COMMERCIAL GENERAL LIABILITY

in Paragraphs e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### **O. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we

relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### **P. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **a. Expected or Intended Injury or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**RESOLUTION No. 19-49**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH UNITED STATES SERVICE INDUSTRIES (USSI) TO PROVIDE CUSTODIAL SERVICES AT THE DORAL GOVERNMENT CENTER, POLICE DEPARTMENT HEADQUARTERS, AND POLICE TRAINING AND COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED THE ANNUAL BUDGETED FUNDS; FOR A ONE (1) YEAR PERIOD; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, CHI-ADA Corporation (CHI-ADA) has provided Custodial Services since February 5, 2018, for the City of Doral Government Center, the Police Department Headquarters, and the Public Works Facility as part of Contract No. ITB 2017-28, approved by City Council via Resolution No. 17-218; and

**WHEREAS**, as per Section 2.5 of the contract (Terms of Contract), the agreement is for a one (1) year period; and

**WHEREAS**, the Public Works Department (PWD) recommended to the Finance Department and to the City Manager's Office to not renew the current contract agreement, which expires on March 1, 2019, due to performance deficiencies; and

**WHEREAS**, the PWD, the Procurement Division, the City Attorney, and the City Manager's Office agreed that it is on the best interest of the City of Doral to establish a new agreement with a new qualified custodial company that is familiar with the scope of work and that meets the City standards in a responsible, safe, neat, and good workmanlike manner; and

**WHEREAS**, the PWD and the Procurement Division approached USSI (the second most responsive and responsible lowest bidder of ITB 2017-28) to inquire about their interest and availability if the City decided to utilize their services; and

**WHEREAS**, USSI agreed to honor their bid proposal submitted as part of ITB 2017-28 with an additional 5% to account for the recent increase on Florida Minimum Wage, for a total yearly amount of \$102,037.32; and

**WHEREAS**, the Public Works Department (PWD) respectfully requests the waiving of the competitive bid process, pursuant to section 2-321 of the City of Doral Code of Ordinances, and respectfully requests authorization from the Mayor and City Council members for the City Manager to enter into a contract agreement with United States Service Industries (USSI) to provide custodial services for a one (1) year period, in an amount not to exceed budgeted funds; and

**WHEREAS**, funding for this request is available in Fiscal Year 2019-20 from the Public Works Fund – Contractual Services, Account No. 001.80005.500340 (\$125,000.00).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The Mayor and City Council authorize the City Manager to enter into an agreement with United States Service Industries (USSI) to provide custodial services at the City's Government Center, Police Department Headquarters, and Police Training & Community Center in an amount of not to exceed annual budgeted funds for a one (1) year period.

**Section 3. Authorization.** The City Manager is authorized to execute the contract and expend budgeted funds on the behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.


**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Fraga and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of February, 2019.

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY