



GOVERNMENT OF BERMUDA

Ministry of Public Works

Department of Public Lands and Buildings

CLEANING CONTRACT

THIS AGREEMENT, Made as of In the Year of 2016

Between the Owner:

**Ministry of Public Works
Department of Public Lands and Buildings
2 Aeolia Drive, Devonshire
DV05**

And the Contractor: (To Be Confirmed)

For the Project:

**Horseshoe Bay Beach Restrooms
South Road
Southampton

Building #: 0264**

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. The contract documents consist of this agreement, general conditions, specifications for cleaning materials, cleaning schedules, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. All documents noted herein shall be provided to the Contractor by the Owner. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.
- 1.2. For the purposes of this agreement the term “restrooms” includes lavatories and all adjacent changing areas, showers, washrooms and corridors to the premises.

ARTICLE 2. SCOPE OF WORK

- 2.1. The Owner agrees to allow full access to the property for the purposes of daily cleaning as per the contract documents.
 1. The Contractor agrees to clean all interior surfaces and fixtures to the Restrooms of Horseshoe Bay according to the contract documents. Cleaning to be carried out to all areas as follows:
 - a) Men’s Restrooms
 - b) Ladies’ Restrooms
- 2.2. Services to be provided shall be defined in this agreement as 7 days per week Monday – Sunday inclusive.

2.2.1. Daily Cleaning

- I. Empty all waste paper bins and remove trash and replace bin liners daily.
- II. Remove any rubbish from planter boxes, shelves, or any other item found.
- III. Clean glass notice boards to remove dust, dirt and finger marks.
- IV. Spot wash finger prints, marker marks, all any mark from all wall surfaces, doors, frames and glass surfaces.
- V. Clean exterior cupboard doors,

- VI. Clean all toilets, sinks, mirrors, tiles, fixtures, vents, sweep and mop all floors with an approved EPA cleaning solution. Replace all hand towels, toilet paper rolls, air freshener, and soap as needed. During the “off peak season this is to be done twice daily, once at noon and at end of day after 5pm. During the “peak” summer period this is to be done thrice daily, once at 8:00am at noon and at end of day after 5pm. All cleaning of restrooms shall be recorded on the Daily Cleaning Register to be posted at the back of the restroom door.
- VII. Clean and disinfect all urinals in the men’s restrooms twice daily. Note: all cleaning solutions, solvents shall be environmentally friendly (preferably green) and must be approved and supplied with a Materials Safety Data sheet.
- VIII. Clean and disinfect all metal and laminated surfaces in all restrooms twice daily.
- IX. Sweep and mop all tiled floors with an approved cleaning solution.

2.2.2. Weekly Cleaning (defined as 1 day per week)

- I. Spot clean fingerprints from stainless steel or aluminum door push and kick plates, and all metal handrails and railings.
- II. Clean all doors, window sills, and shelves throughout the building.
- III. Clean marks from walls, doors, ceilings, panels and spot clean all stainless steel.
- IV. Clean interior and exterior handrails.
- V. Clean and remove all cob-webs and pest droppings on all areas interior and exterior.
- VI. Scrub shower floors and wall surrounds bi-weekly.

2.2.3. Monthly Cleaning (defined as 1 day per month)

- I. Clean all air vents in doors, walls and ceilings.
- II. Spot clean all glass surfaces in public spaces.
- III. Spot clean all marks on vertical and horizontal surfaces.
- IV. Clean all ledges, sills, ductwork and exposed piping.
- V. Clean all internal glass surfaces.

- VI. Clean all external glass surfaces.
- VII. Clean all light fixtures.
- VIII. Scrub all rubbish bins and disinfect.
- IX. Clean glass covered notice boards to remove fingerprints, dust and dirt.
- X. All Store room floors to be swept and cleaned.

2.2.4. Semi-Annual Cleaning – All Floors (defined as 2 times per year)

- I. Scrub all tiled floors and tiled walls in restrooms

ARTICLE 3. CLEANING MATERIALS AND EQUIPMENT

- 3.1. **(Contractor)** shall provide all materials, chemicals and equipment necessary to carry out the above services as well as the consumables to be provided such as all paper products, trash receptacles bags, soap and air fresheners.
- 3.2. **(contractor)** shall provide all equipment necessary to carry out the above services, which shall include floor tile scrubbers and ladders.

ARTICLE 4. SECURITY AND CONFIDENTIALITY

- 4.1. This is to warrant that all matters pertaining to the Ministry of Public Works are treated in strict confidence by all Staff of **(Contractor)**, and that all staff of **(Contractor)** is to be security vetted before commencement of work in any government buildings. It is also warranted and agreed that no unauthorized person/s shall be allowed in or on the premises of the client during the hours as outlined in this contract.

ARTICLE 5. TIME OF COMPLETION

- 5.1. The approximate commencement date of the project shall be **(April, 2016)**. The approximate completion date of the project shall be **(April, 2017)**.

ARTICLE 6. THE CONTRACT PRICE

- 6.1.** The contract price of the project shall be set at the sum of **(Words.....)**, **(\$0.00)**, subject to additions and deductions pursuant to authorized change orders and allowances.
- 6.2.** Provided none of the parties to this agreement are not in default under any of the terms and conditions of this Agreement, the parties at the end of the above contract period shall;
 - 6.2.1.** have the option to renew the terms and conditions of this agreement for a period of One year beginning upon the expiration of the initial term, except that the annual cleaning fees shall be set at a sum of (.....Dollars), (\$00.00) which may be subject to a negotiated adjustment to reflect a fair market value. Either party must at least thirty (30) days prior to the expiration of the initial term, give written notice of its intention to exercise such option.

ARTICLE 7. PROGRESS PAYMENTS

- 7.1.** The Owner will make payments to the contractor pursuant to the attached contractor's monthly invoice for works completed the month prior.
- 7.2.** The services outlined in Article 2 shall be pro-rata and charged by the contractor to the Owner at the end of each monthly period at an even rate.
- 7.3.** Any additional services which expand beyond the agreed contract shall be separately agreed to and invoiced separately.

ARTICLE 8. DUTIES OF THE CONTRACTOR

- 8.1.** All work shall be in accordance to the provisions of the agreed Scope of Works.
- 8.2.** All work shall be completed in a workman like manner, and shall comply with all applicable local codes and laws governing the Safety and Health in the work place.
- 8.3.** All work shall be performed by security vetted individuals to perform their said work.
- 8.4.** The Contractor shall obtain all the necessary daily records for the work to be completed during the week and provide copies of which to the owner's representative. These records shall include log in times and cleaning log registry of works carried out and by whom.
- 8.5.** The contractor shall be responsible for providing to the satisfaction of the Client's representative a full cleaning service to the premises.

- 8.6. The areas to be cleaned shall be all restrooms.
- 8.7. The contractor shall be responsible for all wages, health benefits, leave, insurances, bonus and uniforms etc for all employees. All employees shall be required to wear a photo identification card to be supplied by the contractor.

ARTICLE 9. OWNER

- 9.1. The Owner will not assume any liability or responsibility, nor have controls over or charge of cleaning methods, techniques, or procedures, or for safety precautions and programs in connection with the contract, since these are solely the Contractor's responsibility.

ARTICLE 10. CHANGE ORDERS

- 10.1. A Change Order is any change to the original contract and/or specifications. All change orders need to be agreed upon in writing, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by both parties.

ARTICLE 11. INSURANCE

- 11.1. The Owner shall maintain property insurance to the full and insurable value of the property, in case of a fire, vandalism, malicious mischief or other instances that may occur.
- 11.2. The contractor shall maintain, at his own expense, full and complete insurance on its work. The contractor shall not hold the owner liable from all costs, damages, fees and expenses from any claims arising on the project. Failure of the contractor to maintain appropriate insurance coverage may deem a material breach allowing the owner to terminate this contract or to provide insurance at the contractor's expense.
- 11.3. To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, owner's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the contractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

The contractor shall maintain insurance for the duration of the contract, at the following (minimum) levels:

11.3.1 General Liability \$1,000,000.00

11.3.2 Employer's Liability \$250,000.00

11.3.3 Replacement Cost Allowance 15%

ARTICLE 12. GENERAL PROVISIONS

12.1 Not applicable

ARTICLE 13. HAZARDOUS MATERIALS, AND WASTE

13.1. Not applicable

ARTICLE 14. ARBITRATION OF DISPUTES

14.1. Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration, to be held in Bermuda;

14.2. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.

ARTICLE 15. WARRANTY

15.1. Not applicable

ARTICLE 16. TERMINATION OF THE CONTRACT

16.1. Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

16.1.1. If the Owner or the Contractor shall default on the contract, it may be cancelled by either party upon thirty (30) days notice prior to the issuance of the written notice.

ARTICLE 17. ATTORNEY FEES

17.1. In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses. All legal matters shall be governed by the prevailing law of Bermuda.

ARTICLE 18. ACCEPTANCE

WITNESS our hand and seal on this _____ day of _____, 2016.

Signed in the presence of:

Witness

Witness

Contractor Signature

Owner Signature