



BILL TO CONTACT: John Brown
ADDITIONAL CONTACT(S):

QUOTE NUMBER: 457228000041492032
DATE: Sep 25, 2020 04:10 AM

BILL TO COMPANY: CITY OF POWDER SPRINGS

PREPARED BY: Wendi Russell

BILL TO ADDRESS:

PHONE: 678.982.6549

PO BOX 46

MOBILE:

POWDER SPRINGS GA 30127

FAX:

E-MAIL: wrussell@ecocarepro.com

SPECIFICATIONS

* RESTROOMS *

• REFILL DISPENSERS, EMPTY TRASH, CLEAN AND SANITIZE ALL RESTROOM DOORS AND DOOR HANDLES, FIXTURES; TOILETS & SINKS, FAUCETS AND HANDLES USING GERMICIDAL CLEANER. CLEAN AND SANITIZE COUNTERTOPS AND WALL PARTITIONS. CLEAN MIRRORS, WIPE CHROME, SWEEP AND MOP FLOORS USING A GERMICIDAL CLEANER. EMPTY ALL SANITARY WASTE RECEPTACLES.

BID NOTES

MONTHLY BID PRICING

Bid Price #1: \$ 475.00 monthly

Bid Frequency #1: 5 X per Week

Bid Price #2: monthly

Bid Frequency #2: _____

Bid Price #3: monthly

Bid Frequency #3: _____

BID SELECTION: _____

INITIAL HERE: _____

EXTRA SERVICES

Prices below are reflected as

Service #1: _____

Service Price #1: \$ _____

Service #2: _____

Service Price #2: \$ _____

MAINTENANCE AGREEMENT

The Undersigned CITY OF POWDER SPRINGS herein known as ("Client") accepts the proposal of EcoCare ("ECOCARE"), to provide Janitorial Services for the premises located at:

4484 MARIETTA ST
POWDER SPRINGS, GA 30127

Terms:

1. ECOCARE monthly charge is referenced in the quote sheet of this bid proposal.

2. All janitorial services will be performed nightly as listed and scheduled per this Agreement with the exception of the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There will be no rebate of the monthly charge for a holiday.
3. ECO CARE will supply all labor, equipment and cleaning chemicals necessary to fulfill the terms of this Agreement.
4. ECO CARE will perform all tasks required of ECO CARE under the terms of this Agreement, unless circumstances caused by an act of God, strike, war, or other conditions beyond the control of ECO CARE occur that prevent scheduled tasks from being completed in a safe and proper manner.
5. CLIENT shall supply bin liners, hand soap, hand towels, and toilet tissue at CLIENT'S sole expense. ECO CARE will supply cleaning chemicals necessary to fulfill the terms of this Agreement at ECO CARE' sole expense.
6. CLIENT agrees ECO CARE is an independent contractor.
7. Any requests by CLIENT for modifications to specifications, areas serviced within the Premises, or other modifications to this Agreement must be submitted to ECO CARE in writing, and will only be enforceable if agreed to in a separate written instrument signed by both parties to this Agreement. The amount to be paid by the CLIENT under the terms of this Agreement may be increased or decreased as the size of the areas being serviced increase or decrease, or the level or frequency of services required change. Any revision to this Agreement affecting the level or type of services provided or the amount to be paid by the CLIENT, must first be approved in writing and by written signature from both parties.
8. The term of this Agreement shall be for twelve (12) months beginning on the date services are to start , as indicated next to **CLIENT'S** signature below, and shall automatically renew for an additional twelve (12) month period upon each anniversary date unless either party shall notify the other party in writing at least forty five days (45) before the anniversary date of its election not to renew for the additional twelve (12) month period. If a party to this Agreement fails to perform according to its obligations hereunder ("the non-performing party"), the party claiming non-performance ("the claiming party") may send the non-performing party written notice by certified mail, addressed to such party at the address set forth in this Agreement specifying and listing the precise manner of non-performance. Such notice shall provide that the non- performing party will have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance. If such notice of non-performance is delivered and the items have not been corrected or cured within such fifteen (15) day period, the claiming party may terminate this Agreement by sending the non-performing party a thirty (30) day notice of termination in writing, via certified mail return receipt requested, and this Agreement shall terminate, subject to Section 13 below, at the end of such thirty (30) day period. CLIENT acknowledges that certified mail must be used to deliver any notice of deficiencies and/or termination. Notification not in absolute compliance with the afore mentioned method of communication shall not be recognized as valid notification of deficiency or termination.
9. CLIENT agrees to meet with ECO CARE at the Premises should deficiencies arise and work with ECO CARE in good faith to permit ECO CARE to correct such deficiencies.
10. CLIENT acknowledges that ECO CARE cleaning crews are not authorized to negotiate on behalf of ECO CARE, or make any modifications to this Agreement. Only an authorized representative of ECO CARE shall have the authority to negotiate and agree to any modifications to this Agreement.
11. The start date for services to begin shall be as set forth below next to CLIENT'S signature. EcoCare shall invoice in advance for monthly services of which payment is due thirty (30) days from invoice date (NET 30). Payments over ten (10) days late may, at ECO CARE sole discretion incur a service fee equal to five percent (5%) of the past due amount and finance charges equal to Twelve percent (12%) per annum until paid in full. In the event of default on payment, CLIENT agrees to pay ECO CARE' attorney's fees and costs for collection.
12. During the term of this Agreement or in the event of termination for any reason, CLIENT shall not solicit employment of any ECO CARE employees, Franchise Owners, subcontractors, or other authorized representatives of ECO CARE for a period of eighteen (18) months. This Section 13 shall survive any termination of the Agreement.
13. The laws of the state where the facility is located shall govern this Agreement. This Agreement, including any riders attached hereto, constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and undertakings, either oral or written, between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which together shall constitute one and the same instrument.

CLIENT

Company Name: CITY OF POWDER SPRINGS

Authorized Signature: _____ Date: _____

Print Name: _____

ECOCARE

Authorized Signature: _____ Date: _____

Print Name: _____

Start Date: _____ Walk Thru Date: _____