

## CONTRACT

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Sanibel, a Florida municipal corporation, (hereinafter called the "CITY") and Marsden Services, (hereinafter called "CONTRACTOR").

In consideration of the covenants, payments and agreements hereinafter set forth, agreed by the parties to be sufficient consideration, CITY and CONTRACTOR hereby agree as follows:

1. CONTRACTOR shall provide cleaning and maintenance services for the following TEN (10) public restroom facilities: Boat Ramp restroom, Gulfside City Park restroom, Tarpon Bay restroom, Tarpon Bay Family restroom (Trost Parking Lot) Lighthouse restrooms (2), Bowman's Beach restrooms (2), Turner Beach restrooms, and the CITY's Community Park restroom. CONTRACTOR shall also provide cleaning and maintenance services at Sanibel City Hall (18,000 square foot facility), 800 Dunlop Road, Sanibel, Florida, Planning and Building Department complex (4,440 square foot facility), 2471 Library Way, Sanibel, Florida, Sanibel Recreation Center restrooms and locker rooms, (2,000 square foot facility) 3880 Sanibel Captiva Road, Sanibel, Florida, and Sanibel Public Works (3,350 square foot facility), 750 Dunlop Road, Sanibel, Florida.
2. The CITY will provide all paper goods and chemicals necessary for such cleaning and maintenance services. The CONTRACTOR will furnish all equipment needed to perform the duties as outlined in the "Cleaning Specifications / Scope of Services", a copy of which is attached hereto as Exhibit "A".
3. The CONTRACTOR agrees to perform all of the work described in the attached Cleaning Specifications and the Contract Documents for the total sum of \$127,671.48 per year for year one, \$131,502.84 per year for year two and \$135,476.28 for year three, said amount being the yearly price as listed on the Contractor's bid proposal form as submitted for this project.
4. The term "Contract Documents" means and includes the following documents, all of which together with this Contract Document shall constitute the Contract between the parties:
  - A. Request for Proposals
  - B. Section I – Information & Instructions
  - C. Section II – Scope of Work
  - D. Section III – Cost Proposal

In the event of any conflict between the terms or provisions of this Contract Document and any other document listed above, the terms and provisions of this Contract Document shall prevail.

5. The CITY shall pay CONTRACTOR for such cleaning and maintenance services in the manner and at such times as set forth in the General Conditions for Bid.
6. The term of this Agreement shall be from October 1, 2024, to September 30, 2027. This contract may be renewed for two additional years after concurrence of both parties on any negotiated changes to the terms and specifications contained in this agreement. By April 1, 2027, CONTRACTOR will make any requests for cost increases for the fourth and fifth year of this Contract, provided however, any such increase must be approved by the City Council or City Manager, at the sole discretion of the CITY.

7. CONTRACTOR shall obtain, have and maintain during the entire period of this Agreement, at least the following insurance coverage:
  - A. Worker's Compensation Insurance meeting the statutory requirements for all employees engaged by CONTRACTOR for any services pursuant to this Contract.
  - B. General Commercial Liability with minimum primary limits no less than \$100,000 each occurrence and \$1,000,000 combined single limits or its equivalent.
  - C. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which shall be used or involved in any way for the services of CONTRACTOR pursuant to this Contract, such insurance limits at a minimum of \$25,000 per person and \$50,000 bodily injury each accident.
8. CITY shall be provided Certificates of Insurance prior to Contractor's commencement of any services or operations pursuant to the terms of this Contract as verification of such insurance coverage. The insurance shall contain a provision which prohibits any changes or material alterations in the coverage unless the CITY is provided at least ten (10) days prior written notice, in writing, to the attention of Sanibel City Manager, 800 Dunlop Road, Sanibel, Florida, 33957. Further, the CITY shall be added as an additional insured for purposes of all insurance coverage.
9. CONTRACTOR agrees that the personnel retained and employed by CONTRACTOR to perform the services set forth in this Contract shall be employees of Marsden Services at all times and that all such employees shall be covered by the Worker's Compensation Insurance noted above.
10. CONTRACTOR hereby agrees to indemnify and hold CITY, CITY's officials, agents and employees harmless from and against any and all legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages or expenses are in any way caused by the Contractor's negligent acts, errors, or omissions arising out of Contractor's performance of, or in any way connected with, Contractor's services as set forth in this Contract. Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this Contract shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by CONTRACTOR to be sufficient.
11. This Contract can be terminated by either party, with or without cause, upon 60 days prior written notice to the other party.
12. This Contract may be terminated by CITY in the event of a material breach by CONTRACTOR which CONTRACTOR fails to cure or remedy after five (5) days prior written notice by CITY.
13. This Agreement may not be assigned by CONTRACTOR to any other party without the prior written consent of CITY, such consent to be at the sole discretion of CITY.
14. **PUBLIC RECORDS**
  - A. OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:

- (1) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR'S services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."
- (2) Upon request from the OWNER'S custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.
- (4) Upon completion of the contract, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

B. As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**SANIBEL CITY CLERK  
800 DUNLOP ROAD  
SANIBEL, FLORIDA 33957  
(239) 472-3700  
[scotty.kelly@mysanibel.com](mailto:scotty.kelly@mysanibel.com)**

- A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- (1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
  - (2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - (3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.
  - (4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.
  - (5) Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials.

**CITY OF SANIBEL**

ATTEST:

\_\_\_\_\_  
Scotty Lynn Kelly, City Clerk

BY: \_\_\_\_\_  
Dana Souza, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
John Agnew, City Attorney

\_\_\_\_\_  
Date

**MARSDEN SERVICES**

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

BY: \_\_\_\_\_  
Owner / Authorized Agent Signature

\_\_\_\_\_  
Owner / Authorized Agent Printed Name

EMAIL ADDRESS:  
\_\_\_\_\_



City of Sanibel

## EXHIBIT A

### SECTION II

#### SCOPE OF WORK

**2.0 PURPOSE:** City of Sanibel, Public Works Department is requesting proposals from vendors interested in providing janitorial services for the restrooms located at Boat Ramp Beach Park, Lighthouse Beach Park, Gulfside City Beach Park, Tarpon Bay Road Beach Park, Bowman's Beach Park, Turner Beach Park, The Community Park, the City Hall Complex, the Planning and Building Complex, the Public Works Complex, and the Recreation Center Restrooms and Locker Rooms. The Scope of Services for each facility is as follows:

**2.1 SCOPE OF SERVICES:**

**A. JANITORIAL SERVICES FOR NINE (9) PUBLIC BEACH PARK RESTROOMS, THE BOWMAN'S BEACH PARK CHANGING ROOMS, AND THE COMMUNITY PARK RESTROOMS:**

1. The selected firm will be expected to provide deep cleaning janitorial services to these facilities every night and TWO (2) times per day on holidays / holiday weekends or as requested by the City. Deep cleaning services shall be completed every afternoon beginning at 7:00 PM. The vendor can propose modifications to the cleaning schedule with prior approval from the City. The detailed schedule for the deep cleaning services and what facilities are to be locked will be coordinated between the awarded vendor and the Public Works Department.
2. All Park restrooms are to be locked by Janitorial Services Contractor no earlier than 8:00PM each day except for the Boat Ramp restrooms, Lighthouse (Bayside) restrooms and Turner Beach Park restrooms which are to remain open 24 hours a day.

**\*\*Note:** Since the project involves Parks facilities which will be open year-round, the vendor must provide personnel year-round. Vendors must provide staffing for seven days per week, 365 days per year. There will be NO additional compensation / overtime or any remuneration to the awarded vendor or their employees when working on holidays.

**B. DEEP CLEANING SPECIFICATIONS:**

1. Clean all fixtures such as mirrors, soap dispensers, hand dryers, wash basins, toilets, urinals, wall partitions, trash containers, plumbing fixtures, etc., with detergent / disinfectant to keep free of any stains, scale, and residue. (detergent / disinfectant will be provided by the city. Do NOT use any cleaning chemicals such as bleach, etc., that will stain, discolor, or cause damage to peoples clothing or restroom fixtures)
2. Wipe down walls, light switches, baby changing stations, doors, drinking fountains and louvered openings with detergent / disinfectant to remove any stains, scale and residue including the removal of spider webs, mud dauber nests, bugs etc.

3. Re-stock all dispensers such as toilet paper, hand soap etc., as needed to get throughout the next scheduled cleaning. Best judgment should be made while replacing toilet paper to get through the day between each cleaning and to prevent excessive waste. Partial rolls not to be left aside on railings etc., in restrooms. There are Two dispensers in each restroom stall. Toilet paper should only be replaced and disposed of when there is a minimum of a quarter roll or less.
4. Vacuum the floors in the restrooms of all sand and debris and dispose of in the trash container in the restroom facility. (A wet/dry shop vac is recommended for removing sand / debris during the deep cleaning process.) Power is available at each restroom facility.
5. Wash all floors with a deck/scrub brush using water and detergent / disinfectant to keep floors free of stains, scale, or residue. Rinse the floors down with hose and squeegee all remaining water into floor drains or out the doors / openings. (No sand should be washed down the floor drains or left out the doors / openings.)
6. Empty all trash containers and insert new liners. (All trash bags to be disposed of in dumpsters located at Lighthouse Beach Park, Bowman's Beach Park, and Public Works Department. Do NOT dispose of restroom garbage in the trash cans located throughout the parks.)

**2.1a BACKGROUND: (see attached map for locations)**

- A. **The Boat Ramp, 888 Sextant Drive** (Located off Sextant Drive – first left when entering the Island)
- B. **Lighthouse Beach Park, Bayside Restroom, 122 Periwinkle Way** (Located off the East end of Periwinkle Way – East end of Island)
- C. **Lighthouse Beach Park, Gulfside Restroom, 153 Periwinkle Way** (Located off the East end of Periwinkle Way – East end of Island)
- D. **Gulfside City Park (Algiers Beach Park), 2001 Algiers Lane** (Located off Casa Ybel Road – Midsection of Island)
- E. **Tarpon Bay Road Beach Park, 111 Tarpon Bay Road** (Located off the South end of Tarpon Bay Road – Midsection of Island)
- F. **Tarpon Bay Road Beach Park Family Restroom, 205 Tarpon Bay Road** (Located ¼ mile North of Tarpon Bay Road Beach Park – Midsection of Island)
- G. **Bowman's Beach Park, 1700 Bowmans Beach Road** (Located off the end of Bowmans Beach Road – West End of Island) **\*\*Two restroom facilities located at this beach park – One being a family style restroom (2 rooms), The Changing Rooms (family style facilities with 4 rooms) are located across from the restrooms.**
- H. **Turner Beach Park, 17200 Sanibel-Captiva Road** (Located off Sanibel Captiva-Road on Captiva, first left across bridge from Sanibel – West end of Island) **\*\*Two family style restrooms facilities located side by side.**
- I. **Community Park, 2231 Periwinkle Way** (Located off the West end of Periwinkle Way – Midsection of Island)

## 2.2 SCOPE OF SERVICES:

### A. JANITORIAL SERVICES FOR THE CITY HALL COMPLEX (INCLUDES POLICE DEPARTMENT), AND THE PLANNING AND BUILDING COMPLEX:

The selected firm will be expected to provide janitorial services to include a minimum of Three (3) days per week or as requested by the City. Janitorial services for the Police Department, which is located in the City Hall Complex, is expected to be serviced a minimum of Five (5) days per week. **(Background checks will be administered for staff assigned to cleaning the City Hall Complex, Police Department, and the Planning and Building Complex as pre-employment screening and at other times solely determined by the city)**

#### 1. Each cleaning / servicing:

- a. Empty all waste baskets, trash containers and ashtrays
- b. Empty all recycling bins
- c. Vacuum all carpeted areas
- d. Clean all non-carpeted floors – sweep and wet mop
- e. Clean all restrooms and restroom fixtures with detergent / disinfectant – toilets, urinals, lavatories, mirrors, mop floors, wash walls and partitions.
- f. Re-stock all dispensers
- g. Lunchroom – clean sink, stove, microwave, cabinets, tables, and countertops

#### 2. Weekly Cleaning:

- a. Clean all exposed countertops, tables, and desktops
- b. Wipe dirt off walls and doors
- c. Clean showers
- d. Sweep and clean elevator, wipe doors and frames with stainless steel cleaner
- e. Clean front countertop in Finance Department
- f. Clean with detergent / disinfectant all wood railings / handrails (White Steel and Painted Wood)
- g. Wipe down Drinking Fountains

#### 3. Monthly Cleaning:

- a. Dust all ceiling fans and ceiling areas
- b. Dust all baseboards, door frames and tops of doors
- c. Dust all blinds and clean windowsills
- d. Wash all reachable windows inside and out
- e. Clean bugs from light fixtures and windows
- f. On non-carpeted floors, use a cleaner per manufactures recommendations
- g. Clean out refrigerators (once every THREE (3) months or as requested by city)

### 2.2a BACKGROUND: (see attached map for locations)

#### A. City Hall Complex – 800 Dunlop Road (18,000 square foot facility)

(Located off Dunlop Road – just past the Public Works Department on the right coming from Periwinkle Way)

#### B. Planning and Building Complex – 2475 Library Way (4,440 square foot facility)

(Located off Library Way at Wax Myrtle Way Intersection.)

## 2.3 SCOPE OF SERVICES:

### A. JANITORIAL SERVICES FOR THE PUBLIC WORKS COMPLEX

The selected firm will be expected to provide janitorial services to include a minimum of THREE (3) days per week or as requested by the City.

1. Each cleaning / servicing:
  - a. Empty all waste baskets, trash containers and ashtrays.
  - b. Vacuum all carpeted areas, Sweep and Mop all non-carpeted areas.
  - c. Clean all restrooms with detergent / disinfectant – toilets, urinals, lavatories, mirrors, mop floors, wash walls and partitions.
  - d. Re-stock all dispensers.
  - e. Lunchroom – clean sink, stove, microwave, cabinets, tables, and countertops.
2. Weekly Cleaning:
  - a. Clean all exposed countertops, tables, and desktops
  - b. Wipe dirt off walls and doors
3. Monthly Cleaning:
  - a. Dust all ceiling fans and ceiling areas
  - b. Dust all baseboards, door frames and tops of doors
  - c. Dust all blinds and clean windowsills
  - d. Wash all reachable windows inside and out
  - e. Clean bugs from light fixtures and windows
  - f. On non-carpeted floors, use a cleaner per manufactures recommendations

**2.3a BACKGROUND: (see attached map for locations)**

- A. Public Works Complex – 750 Dunlop Road (3,350 square foot facility)**  
(Located off Dunlop Road – at first curve on the right coming from Periwinkle Way)

**2.4 SCOPE OF SERVICES:**

**A. JANITORIAL SERVICES FOR THE RECREATION CENTER RESTROOMS AND LOCKER ROOMS**

The selected firm will be expected to provide janitorial services to include a minimum of four (4) days per week or as requested by the City. Cleaning services must be rendered outside of operating hours (between 7:30 p.m. and 6:30 a.m.). **(Background checks will be administered for staff assigned to cleaning the Recreation Center)**

1. Clean all fixtures such as mirrors, soap dispensers, hand dryers, wash basins, toilets, urinals, wall partitions, trash containers, plumbing fixtures, etc., with detergent / disinfectant to keep free of any stains, scale, and residue. (detergent / disinfectant will be provided by the city. Do NOT use any cleaning chemicals such as bleach, etc., that will stain, discolor, or cause damage to peoples clothing or restroom fixtures)
2. Wipe down walls, light switches, baby changing stations, doors, drinking fountains and louvered openings with detergent / disinfectant to remove any stains, scale and residue including the removal of spider webs, mud dauber nests, bugs etc.
3. Re-stock all dispensers such as toilet paper, hand soap etc., as needed to get throughout the next scheduled cleaning. Best judgment should be made while replacing toilet paper to get through the day between each cleaning and to prevent excessive waste. Partial rolls not to be left aside on railings etc., in

restrooms. There are two dispensers in each restroom stall. Toilet paper should only be replaced and disposed of when there is a minimum of a quarter roll or less.

4. Vacuum the floors in the restrooms of all sand and debris (A wet/dry shop vac is recommended for removing sand / debris during the deep cleaning process). Power is available at each restroom facility.
5. Wash all floors with a mop using water and detergent / disinfectant to keep floors free of stains, scale, or residue (mop, buckets and cleaning solution provided at facility). No sand/dirt should be washed down the floor drains or left out the doors / openings.
6. Empty all trash containers and insert new liners. All trash bags to be disposed of in dumpsters located in the Recreation Center parking lot. Do NOT dispose of restroom garbage in the trash cans located throughout the facility.

**2.4a BACKGROUND: (see attached map for locations)**

- A. RECREATION CENTER – 3880 Sanibel Captiva Road (2,000 square foot facility)**  
(Located off Sanibel Captiva Road west of Rabbit Road)