

9578-01

**CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
ISS FACILITY SERVICES, INC.  
FOR  
JANITORIAL SERVICES FOR COURTHOUSE COMPLEX**

**THIS CONTRACT** is executed as of this 12 day of June, 2014, by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and ISS FACILITY SERVICES, INC. (hereinafter the "Contractor"), a foreign profit corporation authorized to do business in the State of Florida with principal office at 1019 Central Parkway North, Suite 100, San Antonio, Texas, 78232, for providing janitorial services at the Courthouse Complex.

**WITNESSETH**, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for providing janitorial services at the Courthouse Complex, located at 501 West Adams Street (hereinafter the "Project"), all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made June 12, 2014.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said work in accordance with plans and specifications prepared by the Public Buildings Division of the City of Jacksonville's Department of Public Works, bid numbered ESC-0438-14, bid date April 16, 2014, designated as *Bid Specifications for Janitorial Services for the Courthouse Complex*, and strictly in accordance

with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference hereby specifically made a part hereof to the same extent as if fully set out herein, for a total amount not-to-exceed ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED FIFTY AND 89/100 USD (\$150,550.89), at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. This Agreement shall commence on June 12, 2014, and shall continue and remain in full force and effect thereafter through September 30, 2014. This Agreement may be renewed upon satisfactory performance of Contractor in the sole discretion of City for three (3) additional one (1) year periods upon provisions, terms, and conditions mutually acceptable to the parties.

5. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County, as required by Section 255.05, Florida Statutes.

6. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving the Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to the Contractor's representative who signed this contract at the address specified in the Contract Documents.

7. This Contract and all amendments thereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.



ENCUMBRANCE & FUNDING INFORMATION:

<u>Account No.</u>	<u>Amount</u>
PWPB5A1CHC-03410	\$140,706.89
PWPB5A1CHC-03109	<u>\$9,844.00</u>
<b>Total</b>	\$150,550.89

**This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.**

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



Director of Finance

City Contract # 9578-01



**THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.**

CONTRACT NUMBER 9578-01  
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER K09065702

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: ISS Facility Services, Inc.

Principal Business Address: 1019 Central Parkway N., Ste 100, San Antonio, Texas 78232

Telephone: \_\_\_\_\_

As to the Surety:

Name: Westchester Fire Insurance Company

Principal Business Address: 436 Walnut Street, Philadelphia, PA 19106

Telephone: ( ) (215) 640-1000

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10<sup>th</sup> Floor, Jacksonville, Florida 32202

Telephone: (904)

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for providing janitorial services at the Courthouse Complex, located at 501 West Adams Street, and all other related work described in the Scope of Work.

Initial bond term 6/12/2014 - 9/30/2014, may be renewed by continuation certificate issued by the surety.

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**CITY OF JACKSONVILLE, FLORIDA**

**PERFORMANCE BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

**KNOW ALL MEN BY THESE PRESENTS**, that ISS FACILITY SERVICES, INC., as Principal (hereinafter the "Contractor"), and Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of PA and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED FIFTY AND 89/100 USD (\$150,550.89), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal made and entered into City Contract Number 9578-01 (to be inserted by the City) (the "Contract"), dated as of the 12 day of June, 2014, for furnishing, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for providing janitorial services at the Courthouse Complex, located at 501 West Adams Street (hereinafter the "Project"), all in strict accordance with plans and specifications prepared by the Public Buildings Division of the City of Jacksonville's Department of Public Works, bid numbered ESC-0438-14, bid date April 16, 2014, designated as *Bid Specifications for Janitorial Services for the Courthouse Complex*, and any advertisement for

bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor, and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION** are such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

**PROVIDED**, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

**PROVIDED FURTHER**, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the

City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price", as used in this Bond, shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

**PROVIDED FURTHER**, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including, but not limited to, contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

**PROVIDED FURTHER**, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including, but

not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

**PROVIDED FURTHER**, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

**[Remainder of page intentionally left blank. Signature page follows immediately.]**

SIGNED AND SEALED this 12 day of June, 2014.

WITNESS:

ISS FACILITY SERVICES, INC.

Michael Rich  
Signature

Michael Rich  
Type/Print Name

Risk Manager  
Title

Wade Daumen  
Signature

WADE DAUMEN  
Type/Print Name

DIRECTOR OF COMPLIANCE  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

James Stephens  
Cindy Chasse

Westchester Fire Insurance Company

By Victoria P. Parkerson  
Its Victoria P. Parkerson, Attorney-in-Fact

AS SURETY

Name of Agent: Marsh USA Inc.

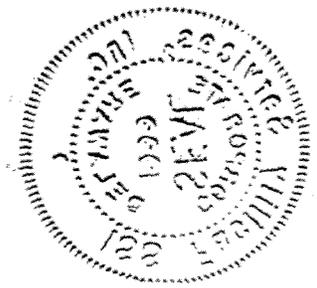
Address: 20 Church St

Hartford, CT 06103

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCaff  
Office of General Counsel



Handwritten signature or text.

**THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.**

CONTRACT NUMBER 9578-01  
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER K09065702

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: ISS Facility Services, Inc.

Principal Business Address: 1019 Central Parkway N., Suite 100, San Antonio, Texas 78232

Telephone: \_\_\_\_\_

As to the Surety:

Name: Westchester Fire Insurance Company

Principal Business Address: 436 Walnut Street, Philadelphia, PA 19106

Telephone: ( ) (215) 640-1000

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10<sup>th</sup> Floor, Jacksonville, Florida 32202

Telephone: \_\_\_\_\_

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for providing janitorial services at the Courthouse Complex, located at 501 West Adams Street, and all other related work shown on construction plans and described in the Scope of Work.

Initial bond term 6/12/2014 - 9/30/2014, may be renewed by continuation certificate issued by the surety.

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**CITY OF JACKSONVILLE, FLORIDA**

**PAYMENT BOND**

**REQUIRED BY SECTION 255.05, FLORIDA STATUTES**

**KNOW ALL MEN BY THESE PRESENTS**, that ISS FACILITY SERVICES, INC., as Principal (hereinafter the "Contractor") and Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of PA and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called "City"), in the sum of ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED FIFTY AND 89/100 USD (\$150,550.89), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal made and entered into City Contract Number 9578-01 (to be inserted by the City) (the "Contract"), dated as of the 12 day of June, 2014, for furnishing, not by way of limitation, all labor, materials, and equipment, and performing all operations necessary for providing janitorial services at the Courthouse Complex, located at 501 West Adams Street, and all other related work described in the Scope of Work, all in strict accordance with plans and specifications prepared for the City of Jacksonville by the Public Buildings Division of the City of Jacksonville's Department of Public Works, bid numbered ESC-0438-14, bid date April 16, 2014, designated as *Bid Specifications for Janitorial Services for the Courthouse Complex*, and any advertisement for bids for said work and the

drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITIONS OF THIS BOND** are such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

**PROVIDED**, no suit or action for labor, materials, or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

Both notices must be given in order to institute such suit or action.

**PROVIDED FURTHER**, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

**PROVIDED FURTHER**, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principals' receipt of final payment (or the payment estimate containing the owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

**PROVIDED FURTHER**, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

SIGNED AND SEALED this 12 day of June, 2014.

WITNESS:

ISS FACILITY SERVICES, INC.

Michael Rich  
Signature  
Michael Rich  
Type/Print Name  
Risk Manager  
Title

Wade Daugh  
Signature  
WADE DAUGH  
Type/Print Name  
DIRECTOR OF COMPLIANCE  
Title

AS PRINCIPAL

Signed, Sealed and Delivered  
in the Presence of:

Jane Depina  
Diddy Kasse

Westchester Fire Insurance Company

By: Victoria P. Parkerson  
Its Victoria P. Parkerson, Attorney-in-Fact

AS SURETY

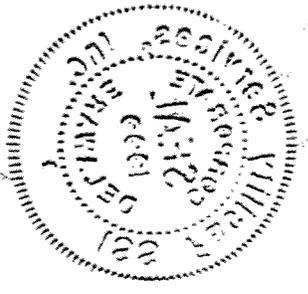
Name of Agent: Marsh USA Inc.

Address: 20 Church Street, Hartford, CT 06103

Form Approved:

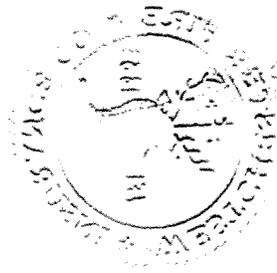
Jane R. McC...  
Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract



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# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

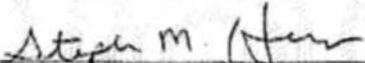
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christopher R Kelly, Cindy Chasse, Joanne Czapinski, John B O'Keefe, Victoria P Parkerson, all of the City of HARTFORD, Connecticut, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 23 day of April 2014.

WESTCHESTER FIRE INSURANCE COMPANY



  
Stephen M. Haney, Vice President

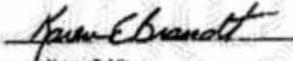
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 23 day of April, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



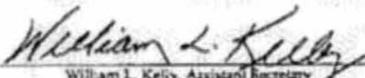
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2014

  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 2 day of June, 2014



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 23, 2016.

007420625