



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

AMENDMENT NO. 2 FOR JANITORIAL SERVICES

Be it known, that on this 22nd day of February, 2017 St. John the Baptist Parish Council, (hereinafter referred to as "PARISH") and Enmon Enterprises, L.L.C. D/B/A Jani King of New Orleans (hereinafter referred to as "CONTRACTOR"), do hereby amend its contract originally dated March 26, 2014.

TERM OF CONTRACT

This Contract originally began on March 26, 2014 for a term of two (2) years. The contract provided for up to three (3) renewal terms of one year each. On April 7, 2016 the Parish exercised its right to renew this contract for the first one year renewal period.

Accordingly, the parties hereby agree to exercise the second one (1) year contract extension to begin on February 22, 2017, at no additional cost.

All terms and conditions not addressed herein shall remain as stated in the original contract dated March 26, 2014.

THUS DONE AND SIGNED in St. John the Baptist Parish, Louisiana on the day, month and year first written above

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 22nd day of February 2017.

WITNESS:

[Signature]

PARISH:

ST. JOHN THE BAPTIST PARISH

By: [Signature]
Natalie Robottom
Parish President

WITNESS:

[Signature]

CONTRACTOR:

Enmon Enterprises L.L.C. D/B/A Jani King

By: [Signature]
John O'Neil
Authorized Representative



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

CONTRACT FOR JANITORIAL SERVICES

Be it known, that effective this 26 day of March, 2014, **St. John the Baptist Parish Council**, (hereinafter sometimes referred to as "**Parish**") and **Enmon Enterprises, L.L.C., D/B/A Janiking of New Orleans**, (hereinafter referred to as "**Contractor**"), do hereby enter into this "**Contract**" under the following terms and conditions.

SCOPE OF SERVICES

Contractor hereby agrees to provide **Janitorial Services**, as stated in **Exhibit A: Scope of Work**.

PAYMENT TERMS

In consideration of the services described above, Parish hereby agrees to pay the Contractor in accordance with the pricing schedule listed in **Exhibit B: Pricing Schedule**. All payments must be approved by the **Chief Financial Officer** and the **Director of Purchasing and Procurement**.

INSURANCE

Contractor shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This Contract shall be administered and monitored by the **Director of Purchasing and Procurement** and the **Chief Financial Officer** as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The Contractor shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation. Contractor is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

Parish may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract, provided that Parish shall give the Contractor written notice specifying the Contractor's failure.

TERMINATION FOR CONVENIENCE

Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to Contractor by Parish shall remain the property of Parish, and shall be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this Contract.

NON-ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of Parish. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Parish.

AUDITORS

It is hereby agreed that Parish shall have the option of auditing all accounts of Contractor which relate to this Contract.

TERM OF CONTRACT

This Contract shall be for a term of **TWO (2) YEARS** and begin on the date referenced on the first page of this document and shall terminate at the end of the term stated herein. The contract may be renewed for an additional year at the end of the term, and thereafter may be renewed for an additional one year term, and thereafter may be renewed for an additional one year term, said renewals being subject to mutual agreement between Parish and Contractor.

INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and in such an event, this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited

in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days notice of such change.

If to Parish:	If to Contractor:
ATTN: Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: John O'Neil Enmon Enterprises, LLC D/B/A Janiking of New Orleans 3545 N I-10 Service Rd. Metairie, La. 70002 504-441-9700

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Contractor must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements and be subject to any sanctions of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and 11375, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

NEXT PAGE FOR SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement at LaPlace, Louisiana, as of this 17 day of April 2014.

WITNESS:

Dana Milute

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom
Parish President

WITNESS:

[Signature]

CONTRACTOR:
ENMON ENTERPRISES, L.L.C. D/B/A
JANIKING OF NEW ORLEANS

By: [Signature]
John O'Neil
Authorized Representative

Exhibit A
Statement of Work

LOCATIONS: PERCY HEBERT BUILDING, EMERGENCY OPERATIONS BUILDING, CENTRAL WAREHOUSE, PUBLIC WORKS BUILDINGS, COUNCIL OFFICE, MAINTENANCE CENTER/UTILITIES OFFICE, CAPITAL BUILDING/STREET LIGHT BUILDING, ARCURI CENTER, PLANNING AND ZONING OFFICE/SERVICE CENTER, CODE ENFORCEMENT OFFICE, ST. JOHN COMMUNITY CENTER, 40TH JDC COURTHOUSE, AGRICULTURE CENTER, EDGARD SENIOR CENTER, WESTBANK ADMINISTRATION BUILDING, UTILITIES OFFICE-GARYVILLE, RECREATION OFFICE AND GYM(REGALA), 40TH JDC JUVENILE SERVICES, LAPEYROLERIE-MONTZ SENIOR CENTER, HEALTH UNIT, HEALTH AND HUMAN SERVICES BUILDING

Scheduling of work: The contractor shall provide janitorial services Monday through Friday evenings after 4:00 p.m. or an acceptable time established by the Parish.

This includes all management, supervision, labor, materials, equipment, supplies, workmanship, and transportation necessary to perform and complete the work at the designated locations. The contractor shall furnish a crew of reliable and experienced janitors to accomplish the following janitorial and building maintenance services:

I. Regular Daily Services Required

Offices and Common Space

- Empty and clean all wastebaskets and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers on a daily basis
- Sweep and wet mop all tiled areas
- Move furniture & vacuum all carpeted areas. Spot clean or damp mop all spots/stains. Return furniture, chairs, etc. to their appropriate location
- Clean all glass doors and windows in lobby and reception areas
- Clean and disinfect all furniture, chairs, and counters in reception areas
- Empty shredders

Restrooms

- Thoroughly clean all urinals, toilets and sinks with a solution containing commercial grade, approved disinfectant
- Sweep & wet mop bathroom floor area with a germicidal solution
- Clean mirrors and bright metal
- Spot clean walls around sinks, urinals and toilet bowls
- Refill all soap, towel and paper product dispensers to full capacity daily
- Empty all sanitary napkin containers, spray with a disinfectant, and wiped dry
- Dust top of lavatory partitions

Reception Areas

- Clean all marks and smudges from the reception windows, counters, chairs, and other furniture in the lobby area
- Return all reading materials to their appropriate location

Kitchen/Break rooms

- Clean and disinfect all kitchen/break room sinks
- Clean tables, counters, inside and out of microwave, and the face of all appliances in the break room/kitchen
- Turn out all lights except those required and designated to remain on
- Set automated alarm system, if applicable, upon completion of janitorial services.

Porter Services for 40th JDC Courthouse and Percy Hebert Building

- A porter will be provided for two(2) hours each weekday at each location
- Porter to arrive at approximately 11 a.m. to clean and refill restrooms
- Porter will also address other concerns as necessary
- Porter will leave building in good shape for remainder of day

II. Weekly Service - Contractor shall perform the following services during the 5th day of service:

- Dust all offices, including, pictures, and wall hangings
- Wipe down and sanitize all doors (other than glass)
- Clean & disinfect tables in break rooms, conference rooms

III. Quarterly Service - Contractor shall perform the following service each quarter:

- Clean all windows
- Clean all mini and other blinds
- Clean all trash containers with detergent
- Dust/wax each desk top
- Dust/wax tops of all filing cabinets
- Wipe down/disinfect chairs in lobby
- Wax floors
- Move all telephone and electrical cords and sweep and/or vacuum all walking surfaces
- Wipe/clean/remove and visible dust from heating/air conditioning vents

IV. Semi Annual Service - Contractor shall perform the following services every six months:

- All carpeted areas shall be shampooed, using industry approved cleaning methods and equipment

- Remove all cobwebs from corners, ceilings, and frames

V. Annual Service

- Strip and wax all vinyl composite tile (VCS)

VI. St. John Community Center- In addition to the services to be provided in Sections III, IV, V, and VI, Contractor shall perform specialty cleanings as needed.

VII. Supervision of Work - Contractor shall conduct regular systematic inspections of his/her/their work crew, and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this contract. Contractor shall notify the Purchasing and Procurement Director or other designated person in writing of any special comments on janitorial needs.

VIII. Service Checklist(s) - Contractor shall submit a signed checklist of the minimum cleaning requirements for each facility every Friday.

IX. Complaints - Complaints about service may be cause for termination of any agreement for janitorial services. The Parish believes that the key to good service relationships is to seek constant informal feedback by asking.

Complaints will be put in writing and forwarded (by the department) to the Purchasing and Procurement Director, and will note the dates and places where the service was unacceptable or did not meet the terms of conditions of this agreement.

A copy will be immediately forwarded to the Contractor for his/her response. Responses to a complaint about meeting contract specification must include a plan to correct and make sure the problem does not reoccur.

X. Holidays- The parish will not require janitorial service on those holidays which are observed by the parish:

- | | | |
|---------------------------------|---------------------------|------------------------|
| - New Year's Eve | - Independence Day | - Christmas Eve |
| - New Year's Day | - Labor Day | - Christmas Day |
| - Martin Luther King Day | - All Saints Day | |
| - Mardi Gras Day | - Veteran's Day | |
| - Good Friday | - Thanksgiving Eve | |
| - Memorial Day | - Thanksgiving Day | |

XI. Impact Cleaning- Contractor agrees to perform an immediate impact cleaning before beginning the regular schedule, said impact cleaning limited to 40th JDC Courthouse Building and Percy Hebert Building to include the following:

- General Cleaning to include damp wipe vertical and horizontal surfaces of all desks, files, window sills, tables, chairs, telephones and calculators; high light all light fixtures, air diffusers, door frames, partition and lobby glass.
- Restrooms to be thoroughly cleaned-scour and disinfect all basins, toilets,

urinals and showers(inside and outside). Polish all bright work to remove lime and mineral deposits. Wash trash receptacles using disinfectant. Wash partitions with a high co-efficient disinfectant.

Requirements and Specifications

Contractor shall furnish all tools, materials, equipment, apparatus, labor, workmanship, transportation, and services necessary to perform and complete the work at the designated locations.

Contractor's employees must wear an identifying company name or logo imprinted items such as hat, vest, jacket, shirt, badge, etc., while on duty. Every employee must be in uniform while on parish government property during work hours.

To ensure the safety of government employees and property to be cleaned, contractor's employees shall submit to a seven (7) year, statewide criminal background check, as arranged by and at the cost of the employer. Results of these background checks shall be submitted to the Parish no later than thirty (30) days from the date of execution of the contract and within 3-5 business days of hiring new employees.

Regulatory Requirements: Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein. Ignorance on the part of the proposed contractor shall not, in any way, relieve the contractor from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

Contractor shall hold all licenses, permits, and certifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and completion of the work specified herein. **Copies shall be provided to the parish.**

Safety and Protection: Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site, other persons including, but not limited to, the general public and property which/who may be affected thereby.

All materials, tools, equipment, and the like shall be removed from the premises upon work completions. The parish **is not responsible** for theft of or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in safe conditions.

Work Completion: At the completion of the work, contractor shall remove all waste materials, from the premises as well as all tools, equipment, and surplus materials and leave the site clean and ready for use and occupancy. The contractor shall leave written notice of any irregularities

noted during servicing, i.e. defective plumbing fixtures, electrical problems, burned-out lights and breakage or damage to bulbs. The contractor shall use a fragrant air freshener in the employee restroom; unscented or lightly scented products are to be used in all other areas of the office. Limited space is available to store basic equipment and supplies on site. Any equipment that cannot be accommodated on parish grounds is the responsibility of the contractor.

Exhibit B
PRICING SCHEDULE

Contractor agrees to perform services outlines in Exhibit A(Scope of Services) on behalf of the Parish, of the type and quality and conditions set forth in the Scope of Services at the rates set forth below for monthly services:

A)	Percy D. Hebert Building	<u>\$1,831.51</u>
B)	Emergency Operations Center	<u>\$ 564.80</u>
C)	Central Warehouse	<u>\$ 507.34</u>
D)	Public Works	<u>\$ 535.28</u>
E)	Public Works Office	<u>\$ 548.84</u>
F)	Council Office	<u>\$ 589.83</u>
G)	Maintenance Center/Utilities	<u>\$ 522.00</u>
H)	Capital Building/Street Light Building	<u>\$ 555.12</u>
I)	Arcuri Center	<u>\$ 660.00</u>
J)	Planning & Zoning Office/Service Center	<u>\$ 722.00</u>
K)	Code Enforcement Office	<u>\$ 528.31</u>
L)	St. John Community Center	<u>\$1,240.47</u>
M)	40th JDC Courthouse	<u>\$ 2430.97</u>
N)	Agriculture Center	<u>\$ 633.48</u>
O)	Edgard Senior Center	<u>\$ 538.79</u>
P)	Westbank Administration Building	<u>\$ 541.36</u>
Q)	Utilities Office-Garyville	<u>\$ 577.00</u>
R)	Recreation Office and Gym(Regala)	<u>\$ 1928.55</u>
S)	40th JDC Juvenile Services	<u>\$ 600.98</u>
T)	Lapeyrolerie-Montz Senior Center	<u>\$ 1177.00</u>
U)	Health Unit	<u>\$ 1154.93</u>
V)	Health and Human Services Building	<u>\$ 639.00</u>

Porter Service for 40th JDC Courthouse and Percy Hebert Building:
Per location monthly(2hrs per day) \$ 820.00

Impact Cleaning(One time prior to regular schedule) for
40th JDC Courthouse and Percy Hebert Building
Each location(1x charge) \$ 897.00

Any other special services, additional services or services outside
Regular schedule shall be authorized
By Parish prior to work being done by Contractor.

Parish shall pay contractor on a monthly basis at the end of each month provided all itemized work has been verified and completed in a satisfactory manner.

Exhibit C
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- 1) Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
- 3) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 4) No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

- 1) Contractual liability assumed by this agreement
- 2) Owner's and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products – completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
- 9) Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Dept./Legal Dept.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- 1) \$1,000,000 CSL
- 2) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**

- D) **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:
\$1,000,000 CSL

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED

CERTIFICATES

Prior to starting the work, the Contractor shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished.

W-9 Form is to be furnished prior to work being issued.