

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made effective this [start date here] by and between SC Realty Services Inc., DBA SG360 ("Contractor") and City of Jonesboro, Municipal Center Building ("Client").

NOW, THEREFORE, the parties hereto agree as follows:

1. GENERAL DUTIES

- A. At all times, Contractor shall perform all duties hereto outlined in a professional, ethical, and businesslike manner. Contractor shall make every possible effort to ensure the proper delivery of services as outlined in this Agreement. Client will make a designated representative available to Contractor when challenges are arising so that equitable solutions to any potential challenges can be established.
- B. Contractor will provide the services set forth in the Statement of Work ("SOW") in Appendix A.

2. CHEMICALS, SUPPLIES AND EQUIPMENT

- A. Sourcing of consumable materials necessary to provide janitorial services are included in the pricing.
- B. It is understood by both parties that Contractor may require a location on site to store any necessary equipment at a location to be designated by Client. Client understands that failure to provide secured and adequate storage for necessary equipment may result in some services, if such equipment is required, to not be performed correctly.

3. PERSONNEL / EEOC POLICY

- A. All matters pertaining to the recruitment, screening, hiring, and retention of employees shall be the exclusive responsibility of Contractor. Contractor shall adhere to all local, state, and federal laws concerning Equal Employment Opportunity laws and shall not discriminate based on race, religion, sex or age. Contractor shall comply with all local, regional, and federal regulations relative to payroll taxes, unemployment, general liability, minimum wage, health care, etc.
- B. Any employee of contractor may be asked by Client to leave the premises with immediate effect. Any employee of contractor may be removed from the site workforce upon written request of Client.

4. NON-SOLICITATION

- A. During the term of this agreement and for a period of twelve (12) months following termination, Client shall not, directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by Contractor without first obtaining written consent of Contractor.

5. INSURANCE

- A. Contractor shall be insured with general liability and workers compensation insurance with minimum coverage limits that total to at least \$1,000,000. Upon the execution of a signed agreement between Contractor and Client, upon request by Client, Contractor shall provide Client with current certificates of coverage evidencing such required insurance.
- B. If Client requires additional insurance beyond what was requested in the bidding process, then Contractor shall invoice to Client all additional costs associated with an increase in coverage.

6. CONTRACT COMPLIANCE

- A. Contractor's management shall work closely with a designated Client representative or representatives to ensure compliance with the requirements of this Agreement. Contractor shall additionally assign a manager who will be responsible for day to day compliance with this Agreement. Contractor shall provide the contact information of this manager to Client.
- B. Prior to signing this Agreement, Client shall provide to Contractor a list of defined services, which are set forth in the SOW, that are to be performed at Client's facility. If Client does not have a SOW, Contractor shall provide one that is consistent with the agreed upon pricing. Contractor and Client should agree on the SOW prior to signing this Agreement. A copy of the SOW shall be attached as Appendix A to this Agreement.
- C. Contractor shall use the SOW to develop and maintain daily, weekly, monthly, & quarterly checklists.

7. SAFETY

- A. Contractor shall train all employees on a regular basis to ensure its employees understand and comply with the written safety procedures Client provides to Contractor. In addition to the safety requirements of Client, Contractor shall use reasonable efforts to ensure that all employees are trained how to properly adhere to all local, state, and federal regulations concerning safety in the workplace.

8. STORAGE/OFFICE

- A. Client shall provide Contractor with an area to safely store all equipment, chemicals, small tools, and office supplies needed to execute this Agreement. Contractor shall be responsible for the security of all items within this defined area. Any damage to assigned storage areas that would be attributed to "normal wear and tear" shall not be charged, invoiced, or billed to Contractor. Client may not deduct costs for any damage from Contractor's billing without first obtaining an agreement in writing from Contractor. Contractor shall be responsible for any damage caused by Contractor personnel to client facility that is not a result of normal wear and tear.

9. PRICING ADJUSTMENT

- A. The pricing for the services to be provided under this Agreement to Client is set forth in Appendix B – Financial Proforma and Escalation Schedule. However, Client understands that prices for services may need to be adjusted on occasion based on any increases in the federal or state minimum wage, State or Federal unemployment taxes, workers compensation, general liability, FICA, or any new taxes or fees imposed by Local, State, and Federal government agencies. It is understood that this increase shall not constitute a need for a re-bid process for the services provided pursuant to this Agreement.
- B. It is understood that Contractor desires to pay an acceptable living wage to its employees in exchange for work provided at Client's facility. In consideration of this desire, Contractor may request a price increase to yearly services for the purposes of providing a cost of living increase for employees of Contractor. The amount of this increase shall not exceed the national CPI. It is understood that this increase shall not constitute a need for a re-bid process for the services provided pursuant to this Agreement.
- C. In the event of an increase or decrease to Contractor's price for services for any other reason, Contractor and Client may amend this Agreement with a written addendum to this Agreement approved by Contractor and Client, which shall list out any and all price adjustments and shall also include the purpose for any said price increase.
- D. If Client requests a change in services as a result of opening a new building, unit, wing or from the permanent closing of a building, unit or wing and such change results in a change of costs to Contractor,

the monthly price for services shall be adjusted by the projected change in costs to Contractor with a written addendum to this Agreement approved by Contractor and Client.

- E. Contractor shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Contractor including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage ("Force Majeure Event"). All scheduled work shall resume as soon as reasonably possible following the Force Majeure Event. Contractor will furnish to Client an action plan detailing activity to be performed to maintain service delivery during and/or immediately after the Force Majeure Event for approval by Client.

10. EXTRA LABOR

- A. It is understood, that from time to time, Client may have the need for labor services outside of the SOW, which will be performed in accordance with the Above Base Service Hourly Bill Rate in Appendix B - Financial Proforma and Escalation Schedule
- B. If a request for labor is made within 12 hours of the time services will be rendered the hourly rate will be at 1.5 times the previously listed hourly rate – See Appendix B - Financial Proforma and Escalation Schedule

11. INVOICING AND NON-PAYMENT

- A. Contractor will invoice Client for contracted services with payment expected at conclusion of service for the month that service is billed. Contractor may also bill on a twice per month schedule, with payment expected on the 1st and 15th of the month invoiced. (*EXAMPLE: Contractor will pre-bill for December services at the first of December with payment expected by the end of December.*)
- B. It is understood by both parties that Contractor requires prompt payment for services to operate effectively. As such, in the event of Client's failure to provide payment to Contractor for services rendered within sixty (60) days from the issuance of an invoice for services pursuant to this subsection, Contractor may terminate this agreement with immediate effect.
- C. It is understood, in the event of non-payment Contractor may employ and retail all legal means and rights at law pertaining to collection of unpaid amounts owed to Contractor for services provided. Client shall reimburse Contractor for all costs associated with such collection activities including reasonable attorney fees. If Client disputes an invoice or desires a credit to be applied against the invoice, Client should communicate the specific service challenge in writing, detailing the specific service issue within 15-days of receipt of the invoice. If Client fails to timely provide such written communication to Contractor, Client must pay invoice in full. Failure to notify the Contractor with respect to improper billing shall constitute a waiver of all such disputes. If Client timely provides such written communication to Contractor, Contractor and Client shall use reasonable efforts to resolve the dispute. If Client and Contractor resolve the dispute, Contractor will issue approved credit against future invoices as reasonably agreed by Contactor and Client. If Client and Contractor are not able to resolve the dispute prior to the payment for the invoice being due by Client, Client shall pay such invoice in full. It is understood that Contractor will

remit all sales and use taxes collected and such taxes will be in addition to the pricing amounts in Appendix B - Financial Proforma and Escalation Schedule.

- D. If an invoice is not paid on or before the end of the stated term of payment, a service charge of 2% will be added to the invoice to offset internal expense associated with undue administrative burden assigned to collections. A monthly interest charge of 2% or the maximum allowed by state law will also be assessed to offset the interest related expense associated to support the financing of the outstanding balance.
- E. Client must notify Contractor in writing of any change of ownership of Client or structure of the business, under which credit is established. Contractor reserves the right to cancel its agreement to extend credit, and to re-evaluate credit worthiness of the Client under its new name, ownership, or structure. The parties to this Agreement agree that Contractor's credit line to the Client shall be considered an asset of the Client. If Client purchases goods or services from Contractor after a change of ownership or structure, it is agreed that the Client shall have purchased the credit line asset and expressly agreed to the terms of this Agreement for any purchase and all future purchases.
- F. If Contractor utilizes outside sources for collection of any Client account, Client shall be liable for all costs of collection whether or not incurred because of litigation. The use of outside sources to recover delinquent accounts due will result in substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Contractor of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages by reason of the use of outside collection sources, Client agrees that liquidated damages may be assessed and recovered by Contractor and Client shall be liable to Contractor in an amount computed as thirty-five (35%) percent of the total amount of Client's delinquent accounts. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Client shall pay them to Contractor without limiting Contractor's right to terminate this Agreement for default as provided elsewhere herein. The liquidated damages are in addition to the service and interest charges noted in Section 11D. To the extent these liquidated damages are unenforceable under applicable law, Contractor shall be entitled to actual damages and losses, including collection costs and reasonable attorneys' fees.

12. HOLIDAY

- A. Contractor shall provide employee Holidays on the following days: New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. If client requires services to be performed on these listed holidays, it is understood that Client shall be charged an additional fee for such services that will be covered under Appendix B – Financial Proforma and Escalation Schedule.

13. INCLEMENT WEATHER

- A. In the event of inclement weather such as snow, ice, or other natural event, Contractor shall make every effort possible to ensure services are performed. However, it is understood that occasions may arise where getting employees to work is not possible due to roads being considered unsafe. In these instances, Contractor shall work with Client to determine an action plan and what will and will not be accomplished on these days. Accordingly, the Contractor will develop an action plan to address missed services, relative to weather impacts to ensure service continuity and consistency to invoicing.

14. LENGTH OF CONTRACT

- A. The term of this Agreement shall commence on Jan 01, 2021 and shall continue for one year Dec. 31, 2021 from such date and shall automatically renew for one-year terms, including all price increases or reductions in accordance with the terms of this Agreement, unless otherwise terminated by either party

by giving the other party written notice of its intent not to renew the Agreement at least 30 days prior to the expiration of the then-current term.

15. TERMINATION FOR UNSATISFACTORY PERFORMANCE

- A. If, in the sole reasonable opinion of Client, Contractor is not performing services in accordance with this Agreement and SOW, Client shall give contractor sixty (60) days written notice of its intent to cancel the agreement if such deficiencies are not corrected within that time (a “cure letter”). A cure letter shall specify the services and service areas that Client believes are deficient in reasonably sufficient detail. If Client determines that the listed service deficiencies have been corrected on or before the end of the sixty (60) day cure period, this Agreement shall continue in full force. If the service deficiencies listed in the “cure letter” have not been corrected, Client may by further written notice cancel this Agreement with thirty (30) days’ notice starting at the end of such cure period. If Client does not take any action after the initial notice of deficiency, the service deficiencies shall be deemed corrected and this Agreement shall continue in full force and effect.

16. NO CAUSE TERMINATION

- A. This Agreement may be terminated by Client without cause by giving at least ninety (90) days’ notice in writing signed by an authorized representative of Client and delivered by certified mail to Contractor. In the event of termination by Client pursuant to this subsection, Client may immediately relieve Contractor of all daily duties, provided that Client shall pay Contractor at the then applicable monthly billing rate to the termination date included in the original termination notice.
- B. Contractor may terminate this Agreement at Contractor’s discretion by providing at least sixty days (60) days’ written notice to Client. In the event of such a discretionary termination, Contractor shall not be entitled to any payments beyond the last date of service provided at Client’s service location.

17. LIMITATION OF LIABILITY.

- A. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CONTRACTOR’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO CONTRACTOR DURING THE PRECEDING TWELVE MONTHS PRIOR TO THE DATE OF LOSS OR DAMAGE. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 17 SHALL NOT APPLY TO LIABILITY RESULTING FROM CONTRACTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. WAIVER.

- A. No waiver by Contractor of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Contractor. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. RELATIONSHIP OF THE PARTIES.

- A. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. NOTICES

- A. Any notices required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery, certified mail, postage prepaid, or via email communication to the Contractor.

SG360

[11225 College Blvd, Suite 400](#)

[Overland Park, KS 66210](#)

Email: mark.callahan@sg360clean.com

If to Client:

Owner: Client name and location

Attention: Client Name

Bill to Address: <Enter Address Here>

Email: client email address

- B. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by an authorized representative of each party.

21. GOVERNING LAW

- A. This Agreement shall be governed by and shall be construed, interpreted, and enforced in accordance with the laws of the State of Kansas, without reference to principles of conflict of law.

22. HEADINGS

- A. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

23. SEVERABILITY

- A. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

24. ARBITRATION

- A. Any dispute, controversy or claim arising out of, or in connection with, or relating to, this Agreement or any breach or alleged breach hereof (the "Dispute") will be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") in force at the time the demand for arbitration is filed, utilizing AAA's expedited procedures. The Dispute shall be arbitrated before a panel of three (3) persons (except as set forth below), one (1) appointed by Contractor, one (1) appointed by Client, and a third disinterested person appointed by the two so appointed. If the two arbitrators appointed by Contractor and Client are unable to agree on a third arbitrator within ten (10)

days after their appointment, then the AAA shall select an arbitrator to serve as the sole arbitrator. Before beginning the hearings, the arbitrators must take an oath or provide an undertaking of impartiality. The arbitrators shall have the authority to make such orders for interim relief, including injunctive relief, as they may deem just and equitable. The arbitral award may grant any relief deemed by the arbitrators to be just and equitable, including without limitation specific performance, except that the arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The arbitral award shall be in writing but shall not specify the factual or legal bases for the award or the relief granted. The arbitral award shall be final and binding on the parties and each party agrees that any award rendered may be confirmed, judgment upon any award rendered may be entered, and such award of the judgment thereon may be enforced, in any court having competent jurisdiction. The location of the arbitration proceeding, and hearing shall be in the Greater Kansas City area. The costs and expenses of the arbitrators and the administrative fees of the arbitration shall be shared equally by Client, on the one hand, and Contractor, on the other hand. The parties and the arbitrators shall not disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the latest date set forth below.

**[THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.]**

CONTRACTOR

SC Realty Services Inc., DBA SG360

Print Name: Mark Callahan

Title: Chief Operations Officer / SG360

Signature: _____

Date: _____

CLIENT

Print Name: _____

Title: _____

Signature: _____

Date: _____

APPENDIX A

Statement of Work

25. SCOPE OF WORK

OFFICE AREAS

Includes offices, cubicles, conference rooms, meeting rooms, etc.

Daily

- Empty wastebaskets and replace liners
- Spot clean all window glass and glass partitions to hand height
- Spot clean desktops for large debris
- Dust mop all composition floors
- Spot mop hard surface floors with neutral floor cleaner
- Spot vacuum all carpet
- Vacuum walk-off mats

Weekly

- Dust horizontal surfaces to hand height (70")
- Dust baseboards
- Dust window ledges
- Sweep edges and corners to remove debris
- Wet mop hard surface floors
- Detail vacuum all carpet
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings
- Clean all interior windows

Monthly

- High dust above hand height horizontal surfaces, including shelves, ceiling, moldings, pipes, ducts, heating outlets, etc. (up to 100")
- Remove dust and cobwebs from ceiling areas and lights
- Dust air vents



COMMON AREAS – HIGH PROFILE

Includes: Main Entrances, Waiting Areas, Primary Corridors, etc.

Daily

- Empty wastebaskets and replace liners as needed
- Dust furniture, including desks, chairs, and tables
- Spot clean all window glass and glass partitions to hand height
- Damp clean counter tops
- Dust mop all composition floors
- Spot mop composition floors with neutral floor cleaner (auto scrubber should be used where possible)
- Vacuum carpet
- Vacuum walk-off mats

Weekly

- Low dust all horizontal surfaces to hand height (70")
- Dust baseboards
- Dust interior window ledges
- Dust telephones
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings

Monthly

- High dust above hand height horizontal surfaces, including shelves, ceiling, moldings, pipes, ducts, heating outlets, etc. (up to 100")
- Remove dust and cobwebs from ceiling areas and lights
- Dust air vents



COPY ROOMS, FILING ROOMS, MEDIA CENTERS

Daily

- Empty wastebaskets and replace liners as needed
- Spot clean furniture, including desks, chairs, and tables
- Spot clean all exposed interior facing window glass and glass partitions to hand height
- Dust mop all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum all carpet
- Spot clean carpet
- Vacuum walk-off mats

Weekly

- Low dust all horizontal surfaces to hand height (70")
- Dust baseboards
- Dust interior window ledges

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas

COMMON AREAS – COMMON SPACE

Includes: Secondary Entrances, Secondary Corridors, etc.

Daily

- Spot clean glass partitions and doors
- Clean and sanitize water fountains
- Dust mop composition floors with chemically treated dust mop
- Spot mop composition floors with neutral floor cleaner (auto scrubber should be used where possible)
- Clean under entrance mats daily, inside and out
- Vacuum carpet
- Vacuum walk-off mats

Weekly

- Low dust all horizontal surfaces to hand height (70")
- Dust baseboards
- Dust interior window ledges
- Dust telephones
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings

Monthly

- High dust above hand height (70") all horizontal surfaces including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas

RESTROOMS

Includes: Restrooms, Locker Rooms, Showers, Changing Rooms

Daily

- Empty wastebaskets and replace liners as needed
- Clean, sanitize, and polish all fixtures including toilet bowls, urinals, and sinks
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers
- Remove spots, marks, stains, and splashes from wall areas
- Spot clean metal partitions
- Sweep floors
- Damp mop floors with germicidal disinfectant
- Re-supply personal area restrooms dispensers during the night cleaning
- Remove fingerprints from doors, frames, light switches, kick plates, plush plates, handles, railings, etc.

Weekly

- Low dust horizontal surfaces to hand height (70")
- Dust metal partitions
- Clean baseboards

Monthly

- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas

BREAK AREAS

Includes: Break Rooms, Kitchens, Kitchenettes, etc.

Daily

- Empty trash cans
- Replace all plastic can liners
- Clean wall around trash cans
- Dust mop/sweep floors
- Damp mop floors
- Vacuum walk off mats
- Clean water fountains

Weekly

- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings.
- Low dust all horizontal surfaces to hand height
- Damp clean baseboards and window ledges
- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc.

Appendix B

Financial Proforma and Escalation Schedule

Monthly & Annual Invoice

Product Name	Line Item Description	Quantity	Monthly Price	Annual Price
Janitorial Services	Contract Renewal	12	\$4,468.00	\$53,616.00
Janitorial Services	Min wage increase 2021	12	\$339.00	\$4,068.00
			\$4,807.00	\$57,684.00

Additional Hours Invoice Charge – Above Base Work

	HR-Base	HR O.T. (<12 hours notification)
	19.75	

[Note: The above hourly rates and inflation year to year is subject to adjustment based upon new legislation towards increases with the minimum wage]

[Note: The above pricing does not include any governmental imposed sales, use or excise taxes. Any taxes for the services rendered, that are required to be collected by the Contractor, for the services rendered, such taxes will be added to the above costs.]

[Note: The above price to include, labor, janitorial cleaning supplies, cleaning carts and vacuums, as well as consumables]