

# GENERAL PROCEDURES AND AGREEMENTS

DALTON PUBLIC SCHOOLS

SOUTHERN JANITORIAL

## **GENERAL PROCEDURES AND AGREEMENTS**

1. Southern Janitorial Services Corp. agrees to observe all building policies, regulations, and schedules set fourth or required by Dalton Public Schools and abide by the board of Education's policies & procedures.
2. Southern Janitorial Services Corp. agrees to furnish all labor and supervision required to perform satisfactorily the work specified in this contract. Southern Janitorial Services agrees to perform background checks on all its employees and screen out all known felons, sex offenders and others deemed undesirable for work in the school system. The services shall include all functions normally considered a part of custodial work. Services shall be accomplished during periods that will not interfere with occupants or operational needs of building space as determined by Dalton Public Schools.
3. Southern Janitorial Services Corp. agrees to conform to the Fair Labor Standards Act of 1938, as amended, the Civil Rights Act of 1963, and all other applicable federal and state laws concerning relations with employees including current I-9 documents.
4. Southern Janitorial Services Corp. agrees to collect; handle and store waste using approved collection, storage and handling devices. Customer will designate specific storage areas, which shall be emptied and hauled away on a normal waste collection schedule provided by the customer.
5. Dalton Public Schools will furnish all paper products including toilet tissue, paper toweling, dispenser soap and can liners. Southern Janitorial Services will be allowed to utilize janitorial equipment supplied by Dalton Public Schools as needed to perform required services. Southern Janitorial Services will take reasonable steps to conserve energy while working within the school system.
6. Southern Janitorial Services Corp. guarantees that all work, operations and employees will be covered with adequate insurance as required by Dalton Public Schools. Certificates of insurance will be forwarded to customer upon execution of a valid contract.
7. Southern Janitorial Services Corp. guarantees to set up and maintain accurate schedules and records pertinent to the contracted duties and the overall job progress, during the contract.
8. Custodial services will be supplied in accordance with the current school year calendar.

**PRICE SUMMARY FOR: Dalton Public Schools  
412 South Hamilton St.  
Dalton, GA 30720**

Southern Janitorial Services Corp. agrees to provide a quality cleaning program as specified in Attachment A and shall abide by Dalton Public Schools policies and conduct procedures.

**Custodians**

**Full-time (250 days): 11**  
**Full-time (180 days): 1**  
**Part-time (180): 21**

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**Total Custodians: 33**

**Price per month (12): \$47,815.07 Per year: \$573,780.80**

- Services will be provided at DHS, DMS, City Park, MIHS, Roan, Blue Ridge, Brookwood, Westwood, and Park Creek schools.
- Southern Janitorial Services will provide additional substitute custodians upon request at an hourly rate of \$14 per hour.

**THANK YOU**

## CONTRACT AGREEMENT

This agreement, made this 1st day of July 2019 between **Southern Janitorial Services Corp.**, whose address is 424 Chattanooga Ave, Dalton, GA, herein referred to as “Contractor” and **Dalton Public Schools**, herein referred to as “Customer”.

### WITNESSETH

That in consideration of the agreements expressed herein, Contractor and Customer hereby agree as follows:

**FIRST:** Contractor shall perform the services specified in the attached Service Schedule at the following location(s): DHS, DMS, City Park, MIHS, Roan, Blue Ridge, Brookwood, Westwood, and Park Creek schools – Dalton, Georgia.

**SECOND:** Contractor shall furnish the labor required to complete the services and shall perform with reasonable promptness and diligence. Customer shall not hire contractors’ employees without prior consent.

**THIRD:** Customer shall pay Contractor for the performance of this agreement according to the attached Pricing Summary.

Payments shall be due payable by customer within thirty days from the date of the invoice from Contractor. Failure by the Customer to pay said invoice when due and owing, shall constitute good cause for Contractor to terminate this agreement forthwith or to discontinue services. Contractor may elect to continue furnishing the service if the customer is in default of payment and any delinquent payment shall accrue interest at the state mandated usury rate.

This Contract Agreement shall constitute evidence of indebtedness for all amounts invoiced by Contractor. Should any invoiced amount past due and owing be placed in the hands of an attorney for collection, or be collected by suit, the undersigned Customer to pay reasonable Attorney fees incurred in the collection of principal and interest owing Contractor.

**FOURTH:** The Services covered by this agreement shall commence on July 1, 2019 and will remain in effect for two (2) years thereafter. The agreement will automatically renew in two years (2) with a 3% price increase to compensate for inflation unless a 30-day prior written notice is received.

**FIFTH:** In that the largest part of the cost to Contractor, in performance, under this agreement is its direct labor and supervision costs, the total charges expressed in the "Third" paragraph shall be increased from time to time as the applicable State or Federal Minimum Wage Law has effective increases which affect the rates applicable to Contractors employees. The charges to the Customer shall increase at the same percentage rate of said increase to minimum wage rate.

**SIXTH:** From time to time, as both parties may agree, the amount to be paid by Customer may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency to be rendered. Such modifications shall be binding only if in writing and signed by both parties and attached hereto as additional exhibits.

**SEVENTH:** In the event Contractor shall be assessed a direct charge by any governmental unit, Federal, State or Local, which is directly attributable to the services performed hereunder, the Customer agrees to assume any such charge and pay same to the assessing authority.

**EIGHTH:** If Contractor is unable to furnish services on any given day during a period for which invoicing is rendered from reasons beyond its control, such as, but not limited to, acts of God, or Public enemy, acts of governments, fires, floods, epidemics, strikes or unusually severe weather, then the services may be performed at the next earliest practical time.

**NINTH:** It is agreed that Contractor will select the employees to perform its obligations hereunder, customer warrants, covenants, and agrees that during the term of this agreement and within one year after termination, that Customer shall not employ any employee of Contractor.

**TENTH:** This agreement contains the entire agreement between the parties hereto and shall become a valid contract only after acceptance by Customer and Contractor.

**Southern Janitorial Services**

**Dalton Public Schools**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: President

TITLE: \_\_\_\_\_

DATE: \_\_ \_\_\_\_\_

DATE: \_\_\_\_\_