

**CONTRACT BETWEEN THE MAYOR AND ALDERMEN OF  
THE CITY OF SAVANNAH  
AND  
UNION MISSION, INCORPORATED**

This Contract is made as of the November 1, 2019 by and between the Mayor and Aldermen of the City of Savannah, Georgia, hereinafter called the CITY, and Union Mission, Incorporated, hereinafter called the CONTRACTOR.

**WHEREAS** the City of Savannah desires to provide litter abatement services in support of Strategic Plan goal 3.1: Reestablish and Preserve Neighborhoods and goal 4.4: Soft Skills and Workforce Training for Unemployed and Underemployed; and

**WHEREAS** the CITY desires to initiate a Litter Clean Team Litter Removal Program to expand solid waste service capabilities and improve community cleanliness in the city's downtown; and

**WHEREAS** the CONTRACTOR is a non-profit organization that provides job training and employment for work ready homeless individuals and persons living with disabilities experiencing challenges to obtaining employment; and

**WHEREAS** the Mayor and Aldermen of the City of Savannah resolved to provide for an allocation not to exceed \$140,400.00 to be used for the purposes specified in this Contract.

**NOW, THEREFORE**, the CITY and the CONTRACTOR agree as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

- A. The CONTRACTOR shall provide the following services to the citizens of Savannah within the time specified in this Contract and according to the practices, standards and methods generally accepted as proper by the profession:
1. The CONTRACTOR shall be assigned work areas by geographic location and be responsible for removal of all litter from these sites during afternoon hours, beginning at 2:00 p.m. and ending at 6:00 p.m., unless otherwise specified in the Contract.
  2. The CONTRACTOR shall complete the collection of litter daily, or on days and at times specified in the Contract. City holidays are excluded.
  3. The CONTRACTOR shall document services rendered by maintaining a record/log of work completed on the days, dates, times and locations specified in the Contract.
  4. The CONTRACTOR shall submit the work record/log to the CITY's Greenscapes Department along with an invoice for payment. (Consistent with the "Invoice and Payments" section in ARTICLE II.)
  5. The CONTRACTOR shall provide all tools, supplies and personal protective equipment including but not limited to 42 gallon bags, picks or other pick-up devices, and safety

vests. Safety vests shall bear approved Clean Team logo.

6. The CONTRACTOR shall provide adequate safety training to all personnel assigned to the project area(s) specified.
7. The CONTRACTOR shall remove litter and trash from the public right-of-way which includes but is not limited to grates, tree wells, curbs, gutters, sidewalks cracks, concrete/brick planters, plant beds, adjacent sidewalks, sidewalk bulb outs, lots and greenways. Trash and litter shall mean any debris within the defined project area including, but not limited to, cigarette butts, paper, plastic, cans, bottles (including broken glass), cardboard, food wrappers and containers, rags, and bottle tops.
8. The CONTRACTOR shall clean up the identified project work area to the curb or lane. No accumulated debris shall be left by the work crew on or near assigned lots, lanes, public right of way, unauthorized trash can, or dumpster. Litter/trash shall not be swept, blown, or otherwise disposed of in streets, lanes, or sewer drains.
9. The CONTRACTOR shall collect and securely contain litter to prevent spillage and litter shall be placed at designated collection points specified by the City.
10. The CONTRACTOR shall ensure that all services have been provided according to these specifications and shall notify the Greenscapes Division upon completion of these services.

**B. Other Specifications:**

1. The CONTRACTOR shall identify homeless and/or persons living with disabilities who are work-ready and able to perform the duties associated with litter pick-up and containerization.
2. The CONTRACTOR shall hire, train, supervise and compensate the litter pick-up workers.
3. The CONTRACTOR shall provide all materials, labor, tools, equipment, supervision, insurance, and consumables to complete the proposed projects.

**ARTICLE II**  
**RESPONSIBILITIES OF THE CONTRACTOR**

**A. ALLOCATION AND AUTHORITY**

1. This Contract allocation is identified as to organization name, chief executive officer, respective address, and telephone number:

Patricia Youngquist, Executive Director  
Union Mission, Inc.  
120 Fahm Street  
Savannah, GA 31401

(912)-238-2777

The CONTRACTOR will provide written notice of any changes in the aforementioned information.

## **B. INSURANCE REQUIREMENTS**

1. The CONTRACTOR shall provide and maintain at CONTRACTOR's own expense, during the term of the Contract and any time period following expiration, if CONTRACTOR is required to return and perform any of the work, services or additional services under this Contract, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

### **a. Commercial/ General/ Liability**

Limits (or higher):

- General Aggregate: \$2,000,000
- Products Completed Operations Aggregate: \$2,000,000
- Each Occurrence Limit: \$1,000,000
- Personal Injury Limit: \$1,000,000
- Damage to Premises Rented to the CONTRACTOR \$1,000,000 Any One Event
- Medical Expenses \$5,000 Any One Person

### **b. Commercial Auto**

- Required Limits: \$1,000,000

### **c. Workers Compensation & Employers Liability (includes coverage of all employees, volunteers and others under the CONTRACTOR's direction and supervision)**

Limits:

- Part A: Workers Compensation: Statutory
- Part B: Bodily Injury By Accident: \$500,000 Each
- Accident Bodily Injury by Disease: \$500,000 Policy
- Limit Bodily Injury by Disease: \$500,000 Each Employee

### **d. Commercial/ Umbrella**

Limits: \$1,000,000 per Occurrence & Aggregate

2. The CONTRACTOR shall provide 30 days prior written notice to be given to the CITY in the event coverage is substantially changed, canceled, or non-renewed.
3. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by CONTRACTOR.
  - a. CONTRACTOR hereby waives and agrees to require their insurers to waive their rights of subrogation against the CITY, its employees, elected officials, agents, or representatives.

4. The coverages and limits furnished by CONTRACTOR shall in no way limit the CONTRACTOR's liabilities and responsibilities specified within the Contract or by law.
5. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract (Article VI, Section A) or any limitation placed on the indemnity in this Contract given as a matter of law.
6. If CONTRACTOR is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.
7. CONTRACTOR shall require all sub-Contractors to provide the insurance required in this Agreement, or CONTRACTOR may provide the coverages for sub-Contractors.
8. All sub-Contractors are subject to the same insurance requirements of CONTRACTOR unless otherwise specified in this Contract.
9. If CONTRACTOR or sub-Contractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.
10. Notwithstanding any provision in the Contract to the contrary, the CITY's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

#### **C. RECORD KEEPING**

1. The CONTRACTOR shall document services rendered by maintaining a weekly record/log of work completed on the days, dates, times and locations specified in the Contract. The record/log shall be signed by the CONTRACTOR or its representative and submitted to the Greenscapes Division noting all completed work.
2. Assigned project work areas shall be inspected by the CITY to ensure CONTRACTOR performance meets CITY requirements. If the project work area does not meet Contractual standards, the CONTRACTOR shall be notified and must take corrective action within 24 hours in order to receive payment.
3. The CONTRACTOR agrees to maintain proper and accurate books, records and accounts reflecting its administration of Contract funds and compliance with all applicable laws. Such documentation shall be retained for at least three years from completion of this Contract and shall be available to the CITY upon request. The CONTRACTOR further agrees that an accounting of these funds shall be included in the next regularly scheduled audit or financial statement of the CONTRACTOR.

#### **D. INVOICES AND PAYMENTS**

1. Payment for services rendered shall be made on a weekly basis when the CITY has verified that the CONTRACTOR has met work specifications. Only fully completed sites are eligible for invoicing.
2. The CONTRACTOR may not invoice for portions of sites completed.

3. Invoices for payment and the CONTRACTOR's work record/log shall be faxed or hand delivered to the Greenscapes Division by the first day of each week for payment processing.

**E. ACKNOWLEDGEMENT OF FUNDING SOURCE**

The CONTRACTOR shall acknowledge the support of the CITY in all published material relating to the funded program with the following words:

**“Supported by the City of Savannah”**

**ARTICLE III**  
**RESPONSIBILITIES OF THE CITY**

**A. COORDINATION**

The CITY will appoint one department as its contact. This department will coordinate the CITY's participation in the Contract and will also be responsible for monitoring progress toward achieving objectives and ensuring compliance with this Contract. The CITY's contact departments are: Greenscapes Division, (912) 651-6610 and Human Services, (912) 651-6520.

The CITY's Greenscape Division will be responsible for inspecting completed project work areas and initiating the disbursement of Contract payments once the work records/logs have been received.

**B. MONITORING**

1. The CITY may at any time inspect the progress of work, provided that it is, as far as possible, convenient to the CONTRACTOR. Inspection shall include, but is not limited to, the following:
  - a. The CITY shall review all written reports required by the Contract. If a report is incomplete, incorrect or otherwise deficient, the CITY shall promptly notify the CONTRACTOR of the deficiency in writing.
  - b. The CITY shall monitor the progress of work and inspect records at the CONTRACTOR's premises and work areas as often as it shall deem necessary, and at a minimum conduct at least one monitoring visit per year. The CONTRACTOR agrees to provide the CITY with any information, documents, and/or photographs the CITY deems necessary to monitor performance of this Contract.
  - c. The CITY shall perform periodic inspections of project work areas that have been completed by the CONTRACTOR or its partners in the delivery of the terms of this Contract.
  - d. The CITY shall process payments for services rendered based upon satisfactory completion of the work and proper reporting.

2. The CITY reserves the right to attend any and all meetings of the CONTRACTOR's Board of Directors, or other governing body, and its sub-committees.

**C. AVAILABILITY OF INFORMATION**

The CITY shall make available to the CONTRACTOR such information pertaining to services provided under this Contract as it deems necessary, including previous reports, government regulations and other appropriate materials.

**ARTICLE IV**  
**TIME OF PERFORMANCE AND COMPENSATION**

**A. TIME OF PERFORMANCE**

This Contract shall be effective from the date of execution through December 31, 2020. This Contract may be renewed for three (3) additional one (1) year periods at the same terms and conditions based on the availability of funds and approval of the Contracting parties.

**B. COMPENSATION**

**Litter Removal Services\***

<b>Fee Breakdown</b>	<b>Union Mission</b>	
<u>Location</u>	<u>Hours</u>	<u>Cost</u>
Historic Square	1.5 - 2	\$270 - \$360
Emmett Park	3	\$540
Morrell Park	2	\$360
River Street/Rousakis Plaza	5	\$900
Bay Street Strand	3	\$540

\*Team of six workers and one supervisor

The CONTRACTOR may provide afternoon litter pick up at least three days a week along identified major corridors.

**C. AMENDMENTS**

This Contract may be amended only by written agreement between the parties. Any amendment must be approved by the CONTRACTOR's Board of Directors and by the City Manager and shall take effect no sooner than fifteen (15) days after signing by both parties. Either the CITY or the CONTRACTOR may initiate an amendment to the Contract.

**D. AUDITING**

1. The CONTRACTOR will allow, obtain and cooperate with any audit or investigation of Contract administration requested or undertaken by the CITY. The CONTRACTOR acknowledges and agrees that any unresolved findings of the CITY concerning expenditure of Contract funds, whether based on an audit report, financial statement, project completion report or independent investigation of the CITY, shall preclude the CONTRACTOR from applying for or receiving any further Contracts or other funds from the CITY until such

findings are resolved to the satisfaction of the CITY.

**ARTICLE V**  
**REVERSION OF ASSETS**

**A. ASSETS**

In the event that this Contract is terminated or expires without replacement or extension by a similar agreement or in the event that the CONTRACTOR's governing board votes to dissolve the agency as an entity without creating a new entity to meet the objectives stated herein, the CONTRACTOR shall:

1. Return to the CITY all unexpended CITY funds. The amount of funds to be disbursed will be equal to the percentage of unmet services described in the scope of services. The amount of funds available for disbursement shall be determined upon receipt from the CONTRACTOR of a final audited financial statement from a Certified Public Accountant.

**ARTICLE VI**  
**CONDITIONS OF PERFORMANCE**

**A. INDEMNITY AND HOLD HARMLESS**

The CONTRACTOR shall indemnify and hold harmless the CITY from all claims, damage, expense, costs and liability due to the activities of the CONTRACTOR, its sub-CONTRACTORS, agents and employees in the performance of this Contract.

**B. COMPLIANCE WITH ALL LAWS**

All services performed hereunder shall be in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

**ARTICLE VII**  
**DEBARMENT OR SUSPENSIONS**

1. The CITY, after a hearing, may debar a CONTRACTOR for cause from consideration for award of Contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:
  - a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private Contract or subContract, or in the performance of such Contract or subContract;
  - b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
  - c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  - d. Violation of Contract provisions, as set forth below, of a character which is regarded by

the CITY to be so serious as to justify debarment action:

- i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the Contract; or
- ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the CONTRACTOR shall not be considered to be a basis for debarment;
- e. Any other cause the CITY determines to be so serious and compelling as to affect responsibility of the City of Savannah, including debarment by another governmental entity for any cause listed in this article.

**ARTICLE VIII**  
**NOTICES**

All notices given pursuant to this Contract shall be mailed or delivered to the following addresses or such other address as a party may designate in writing:

Notices to the CITY:  
City of Savannah  
Patricia Waye, Grants and Contracts Administrator  
P.O. Box 1027  
Savannah, GA 31401

Notices to the CONTRACTOR:  
Josua Rine, Director of Operations  
Union Mission, Inc.  
120 Fahm Street  
Savannah, GA 31401

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED this Contract the day and year first written above:**

**CITY: THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA**

**BY:** \_\_\_\_\_  
**CITY MANAGER**

**ATTEST:** \_\_\_\_\_  
**CLERK OF COUNCIL**

**SEAL:**

**CONTRACTOR:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**EXECUTIVE DIRECTOR**

**SEAL:**

**NOTARY PUBLIC:** \_\_\_\_\_

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