

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

CONTRACT BETWEEN THE CITY OF DURHAM AND
CENPLEX BUILDING SERVICES, LLC
FOR CUSTODIAL SERVICES AT DURHAM BULLS ATHLETIC PARK

This contract is dated, made, and entered into as of the _____ day of _____, 20____, by the City of Durham (“City”) and Cenplex Building Services, LLC. (“Contractor”), a limited liability corporation organized and existing under the laws of North Carolina.

Sec. 1. Background and Purpose. This is a service contract to provide custodial services required by the City for the Durham Bulls Athletic Park, located at 409 Blackwell Street, Durham, NC 27701.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall provide custodial services for the Durham Bulls Athletic Park (“DBAP”) for three (3) years, with the DBAP being used for games by the Durham Bulls, USA Baseball and Duke University baseball teams. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor. Exhibit A, entitled, “Scope of Services,” is incorporated herein by reference, and establishes the standards set by the City for the Contractor’s performance, including the schedule for performance.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: \$240,088.67 to be paid for first year of the contract and \$240,088.67 to be paid for the second year of the contract, and \$240,088.66 to be paid for third year of the contract. The total amount to be paid by the City to the Contractor over the full 3 year term shall not exceed seven hundred twenty thousand and two hundred sixty-six dollars (\$720,266.00). The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term

includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance.

Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
- contractual liability
- independent Contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000

Employee Dishonesty coverage, covering

- loss arising from dishonesty of Contractor's owners or employees
- coverage amount not less than \$100,000
- this coverage may be provided by surety bond or by commercial package policy.

Automobile Liability Insurance, covering

- owned, hired, or borrowed vehicles
- employee vehicles, if used in performance of this contract

- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

Workers' Compensation Insurance, covering

- statutory benefits
- covering employees; owners, partners, officers, and relatives (who work on this contract)
- employers' liability, \$1,000,000.

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A-VIII or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
Attention: General Services Department
101 City Hall Plaza
Durham, NC 27701
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:

Exhibit A *Scope of Work* containing 4 pages.

Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

General Services Department
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329
The fax number is (919) 560.4847.
Email: lisa.smith@durhamnc.gov

To the Contractor:

Cenplex Building Services, LLC
2400 Reliance Avenue
Apex, North Carolina 27539
The fax number is 919.362.0643.

Email: driley@cenplex.com

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives

the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance

with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work.

The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

CENPLEX BUILDING SERVICES, LLC

By _____
Manager

State of _____

ACKNOWLEDGMENT BY
LIMITED LIABILITY COMPANY

County of _____

I, a notary public in and for said county and state, certify that _____ personally (1) appeared before me this day, (2) stated that he or she is a manager of Cenplex Building Services, LLC, a limited liability company organized and existing under the laws of the State of _____, (3) acknowledged that the foregoing contract or agreement with the City of Durham carries on the company's business in the usual way, and (4) acknowledged the due execution of the contract on behalf of the company.

This the _____ day of _____, 2012.

My commission expires: _____

Notary Public

ATTEST:

CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____

EXHIBIT A

SCOPE OF WORK

For

Custodial Services at Durham Bulls Athletic Park

It is the intention of the contract Scope of Work to set forth the requirements and conditions for performing cleaning/custodial services at the above location. The Contractor shall perform the required services in all areas listed in the request for proposal and shall be required to furnish a complete and efficient cleaning/custodial service, including all labor, supervision, cleaning materials and equipment. The successful Proposer shall be prepared to perform each task as stated according to the work schedule set forth without prodding or reminders by the Administration.

SERVICES TO BE PERFORMED:

SECTION I

(A) Pre-Season and Post-Season Clean Up

1. Pickup all trash from inside and around the ballpark.
2. Empty all trashcans inside and outside of the stadium.
3. Clean all food type spills from the inside and outside of all trashcans and lids.
4. Place all trash in the trash compactor and cardboard in the cardboard compactor and compact it at that time.
5. Pressure wash the seating sections, picnic areas, 3rd level terrace and walkways, stairs, stair wells, ground level concrete areas inside the ballpark to include the Players/Boiler Room area, Main Entrance Plaza, and the Ribbon stairs, outside concrete along the west side of the stadium to include Gates "A" and "B" entrance area, Ticket Sales and Blackwell Street sidewalk and Season Ticket Gate, Right Field bridge and the Diamond View concrete areas and the outside of Gate "C". When power washing seating sections, take caution to avoid using pressurized water directly on Commissioner seating (in sections directly behind Home base). Also, avoid using pressurized water directly on painted concrete surfaces such as painted concrete directly over the dugout areas.
6. Clean all Party Decks which includes removing trash, wiping off the table to remove all food particles. Remove all grease food spills, chewing gum and stains.
7. Clean and treat all seating area drains by rinsing with water.
8. Remove all standing water from the seating and picnic areas.
9. Completely remove all chewing gum and remnants from the stadium and outside ballpark walkways.
10. Clean elevator lobby floors and Right Field elevator floor.
11. Clean and replenish all restrooms as defined.
12. Thoroughly clean inside and outside windows, frames and doors in the lobby areas

- on levels 2 and 3.
13. Clean and wipe all tables, chairs, handrails, ledges and counter tops.
 14. Ensure all Concourse level and Diamond View restrooms are clean and replenished. All restrooms should be cleaned and smell of a disinfectant.
 15. Clean and wipe all stainless steel on and in the Right Field elevator and water fountains.
 16. Clean the WDNC canopy both inside and out. Wipe with a protectant.
 17. Wipe dry and remove any water spots from all seats.
 18. Ensure all assigned Janitor's closets and storage areas are clean and organized.
 19. Clean the special accessibility elevator, inside and out.
 20. Ensure that all areas of the stadium are in a clean state.
 21. Cleanup the breakroom which includes all restrooms, countertop, table, and chairs. Sweep and mop the floors. Refill paper towel dispensers, soap and tissue.
 22. Clean each MVP Clubhouse.
 23. Clean all restrooms at the DBAP.

(B) Pre-Game Clean Up

1. Thoroughly clean inside and outside windows, frames and doors in the lobby areas on levels 2 and 3.
2. Clean and wipe all tables, chairs, handrails, ledges and counter tops.
3. Ensure all Concourse level restrooms and Diamond View restrooms are clean, replenished and ready for the game. All restrooms should be cleaned and smell of a disinfectant.
4. Clean and wipe all stainless steel on the water fountains and in the Right Field elevator.
5. Clean the WDNC canopy both inside and out and wipe with a protectant.
6. Wipe dry and remove any water spots from all seats.
7. Ensure all assigned Janitor's closets and storage areas are clean and organized.
8. Clean the special accessibility elevator, inside and out.
9. After first game, ensure that items 1-13 as defined in **(C) Post-Game Clean Up** are accomplished and that all areas of the stadium are in a clean state.
10. Clean the breakroom which includes all restrooms, countertop, table, and chairs. Sweep and mop the floors. Refill paper towel dispensers, soap and tissue.
11. Clean all party decks.
12. Clean each MVP Clubhouse
13. Clean all restrooms at DBAP.

(C) Post-Game Clean Up

1. Pickup all trash from inside and around the ballpark by 8 a.m., as defined in Special Procedures and Definitions.
2. Empty all trashcans inside and outside of the stadium.
3. Clean all food type spills from the inside and outside of all trashcans and lids.
4. Place all trash in the trash compactor and cardboard in the cardboard compactor and compact it at that time.

5. Remove all peanuts, peanut shells and other small debris from the stadium.
6. Power wash the seating sections, picnic areas, 3rd level terrace and walkways, stairs, stair wells, ground level concrete areas inside the ballpark to include the Players/Boiler Room area, Main Entrance Plaza, and the Ribbon stairs, outside concrete along the west side of the stadium to include Gates "A" and "B" entrance area, Ticket Sales and Blackwell Street sidewalk and Season Ticket Gate, Right Field bridge and the Diamond View concrete areas and the outside of Gate "C". When power washing seating sections, take caution to avoid using pressurized water directly on Commissioner seating (in sections directly behind Home base). Also, avoid using pressurized water directly on painted concrete surfaces such as painted concrete directly over the dugout areas.
7. Remove all grease, food spills, chewing gum and stains.
8. Clean and treat all seating area drains by rinsing with water.
9. Remove all standing water from the seating and picnic areas.
10. Completely remove all chewing gum and remnants from the stadium and outside ballpark walkways.
11. Clean elevator lobby floors and Right Field elevator floor.
12. Clean and replenish all restrooms, as defined in Special Procedures and Definitions.
14. Clean the breakroom which includes all restrooms, countertop, table, chairs and mop the floors.
15. Clean all party decks.
16. Clean each MVP Clubhouse.
17. Clean all restrooms at DBAP.

(D) Pre-Home Stand

1. Thoroughly clean inside and outside windows, frames and doors in the lobby areas on levels 2 and 3.
2. Deep clean all areas described in **(C) Post-Game Clean Up** - Item # 6.
3. Ensure the elevator lobby floors on the 2nd and 3rd level are free of all marks and scuffs and are polished to a "wet look". This task includes the Right Field elevator.
4. Elevator lobbies and Right Field elevator floor care - The lobby floors of level 2 and 3 and the Right Field elevator will be stripped and waxed during the pre-season cleanup, during the first two weeks of June and during the post-season cleanup.
5. Clean the breakroom which includes all restrooms, countertop, table, chairs and mop the floors.
6. Clean all party decks.
7. Clean each MVP Clubhouse.

(E) Post-Home Stand

1. Conduct tasks 1-17 as defined in the **(C) Post-Game Clean Up** plus the following: Take all trashcans and lids to the ballpark dumpster drain area and thoroughly wash and disinfect them. Special care should be taken in handling these items because they damage easily.

PERFORMANCE EVALUATION

The City of Durham's City's Designee or representative will conduct an evaluation of the cleaning of the ballpark while using a Game Day Checklist as a guide. Evaluations will be conducted the day following a game, at about 11:00 a.m. preceding night games and 8:00 a.m. preceding day games. The Contractor will have a complete copy of the Cleaning Contract on hand for ready reference at all times. A supervisor for the Contractor will accompany the City's representative during the evaluation. The City's Designee or representative will conduct an evaluation of the cleaning effort and will inform the Contractor of the most noticeable discrepancies (faults) noted will be rechecked immediately at the conclusion of the evaluation. Items which cannot be corrected during this time will be duly noted and pictures will be taken for the record. The Contractor's representative, as well as the City's Designee or representative will sign the checklist acknowledging its contents when the Contractor's cleaning performance falls into the "unacceptable performance" range on the performance scale, the City will assess liquidated damages.

On the last day of each Home Stand, a Performance Review Meeting will be held by City's Designee or representative with the Contractor and Durham Bulls representative(s) to discuss past performances and plan for future events or other topics of concern.

Perfect Performance Incentive. An additional performance incentive of 2% per game will be awarded when no failures result in a perfect performance. This amount is to be included on each invoice.

PERFORMANCE STANDARD (per game)

LEVEL	STANDARD
Perfect performance	Zero faults
Acceptable performance	No more than three faults per game
Marginal performance	Four faults per game (a written warning will be issued)
Unacceptable performance	Five or more faults per game (enforcement of liquidated damages provisions and possible termination of contract)