

Janitorial Contract

AGREEMENT FOR PROVISION OF CLEANING AND JANITORIAL SERVICES FOR CITY OF MISSOULA, CITY HALL BUILDING DURING FISCAL YEARS 2010 THROUGH FISCAL YEAR 2014

THIS AGREEMENT, made and entered into this 1st day of July, 2009, Fiscal year 2010 in the City of Missoula, County of Missoula, State of Montana, by and between the City of Missoula, a municipal corporation organized under the laws of the State of Montana (hereinafter referred to as "City") and Opportunity Resources Inc. (hereinafter referred to as "O.R.I.").

WITNESSETH

For and in consideration of the mutual promises and agreements set forth herein, the City and O.R.I. mutually stipulate and agree to the following provisions:

PROFESSIONAL SERVICES CONTRACT WITH CITY

The City hereby agrees to purchase janitorial, cleaning services for City Hall, 435 Ryman Street, Missoula, Mt. 59802 and for Council Chambers and the MRA at 145 West Pine, Missoula, Mt. 59802 monthly as follows from O.R.I. pursuant to the terms and provisions of this Agreement, and O.R.I. agrees to provide janitorial, cleaning services for City Hall, 435 Ryman Street, Missoula, Mt. 59802 pursuant to the terms, conditions, and requirements identified pursuant to the provisions of this Agreement.

SCOPE OF PROFESSIONAL SERVICES

O.R.I. hereby agrees to: Meet or exceed the following service requirements for the maintenance and cleaning of Missoula City Hall, 435 Ryman Street, including all three floors of the main building and the annex, the Police academy, the Police shooting range, all of the stairwells, elevators, and any future building additions or expansions.

O.R.I. hereby agrees to provide the City of Missoula with the following general quality requirements:

1. **KNOWLEDGE OF CONTRACT SPECIFICATIONS:** shall assure all supervisory employees assigned to the contract have sufficient experience and knowledge to fulfill their responsibilities and are knowledgeable of the contract specifications.
2. **PERSONNEL:** shall assure that all employees assigned to perform work on this contract have sufficient skills and/or receive sufficient training in use of equipment, supplies and contract specifications to perform the tasks assigned.

3. **SECURITY:** shall assure that all employees assigned to the contract are not security risks. Employees performing janitorial services in some Police Departments shall meet or exceed the Police Department security requirements.
4. **EQUIPMENT:** shall assure that the equipment assigned to the performance of this contract shall be sufficient in type and quantity of equipment and the quality and maintenance of the equipment shall be such to ensure efficient performance.
5. **MATERIALS/SUPPLIES:** shall assure that only supplies and chemicals as approved by Vehicle Maintenance Superintendent are used on the contract. The supervisor shall assure that all employees are knowledgeable of the chemicals and supplies and will continually monitor their usage and mixing.
6. **ASSIGNMENT OF TASKS:** The supervisor assigned to the contract shall assure that all tasks necessary for satisfactory performance on the contract are assigned to appropriate production employees, and that each employee understands the expectation of the contract.
7. **IN PROCESS INSPECTION:** During the course of performing the work on the building, the responsible employee shall monitor the performance of all assigned work to ensure that proper methods, equipment and supplies are being used to achieve the desired results and safety considerations are in place.
8. **END OF JOB WALK THROUGH:** Prior to departing from the building and upon completion of the work, the site supervisor shall walk through the maintained areas to ensure that the assigned work has been completed according to the requirements of the contract.
9. **FORMAL INSPECTION:** A bi-weekly formal walk through inspection shall be performed by O.R.I. or his/her designee.
10. **CONTACT LIST:** A quarterly (4) four times per year, list of O.R.I.'s principals, employees, agents, and subcontractors which O.R.I. anticipates assigning the primary, secondary and support roles for the Janitorial Contract. This list shall include a summary of the qualifications, licenses and experience of each individual; the approximate number of hours each will devote to the Janitorial Contract annually and the type of work to be performed by each individual. The "CITY" will retain under its agreement with O.R.I. the right of approval of all persons performing under the agreement.

O.R.I. hereby agrees to provide the City of Missoula with the following Performance Requirements:

1. All interior spaces shall be free of obvious dust, dirt and debris. Carpets will be free of obvious spots and stains, and shall be clean and free of dirt and debris. All floors will be maintained according to the best trade practices. Floors requiring a finish shall be maintained at a high luster and free of all marks, dirt and debris.
2. Drinking fountains will be cleaned to be free of water marks and any other debris or encrustations. Drinking fountains shall be maintained at a high level of sanitation.

3. All trash will be collected and removed to locations designated by the City. Trash cans shall be emptied and kept clean and free of dirt, stains and debris.
4. Rest rooms will be cleaned and sanitized with a disinfectant cleaner. Fixtures will be free of dust, streaks, and encrustations. Floors will be cleaned and sanitized with a disinfectant cleaner and free of dust, dirt, debris and/or bacteria. Partitions, brackets and walls will be free of obvious dirt, graffiti and dust. Toilet supplies shall be replenished as needed to maintain an adequate supply at all times. All sanitary napkin disposal containers shall be provided with a wax or equivalent liner and be replaced daily. Each female rest room will have at least one sanitary napkins disposal container.
5. Employee break rooms, and food service areas including sinks, countertops and tables will be sanitized with a disinfectant cleaner and all cans used for food remnants will be cleaned and disinfected. Plastic liners for all trash, debris and recycling containers shall not be torn, worn or contain residue. Floors will be maintained to the best trade practices in the food service industry.
6. All entranceways and or breezeways shall be free of obvious dirt, debris and trip hazards. A minimum of two (2) clean mats no smaller than 3 feet wide by 10 feet long will be provided and replaced as needed at each entrance way and on several stairway landings as needed to prevent slip and fall injuries.
7. All recycling materials will be tidy and stored in the proper locations. Recycle bins will be emptied as needed.
8. Ceilings, air and heat diffusers and ventilation panels shall be clean and free of dust.
9. All bathroom paper, garbage, feminine sanitary napkin liners, tissue paper, hand towels, hand cleaning soaps, mop and broom heads, deodorizers, and cleaning materials will be provided by O.R.I. The City of Missoula shall not be responsible for payment or billed for any cleaning materials and or Janitorial products. All of these costs shall be included in O.R.I.'s "Payment for Services" portion of this contract.
10. Unless written exceptions are provided by the City of Missoula, no cleaning activities will begin before 5:00 PM each day. The O.R.I. shall ensure that no cleaning activities occur during or interfere with daily public service activities in City Hall.

Special Cleaning Requirements

1. Restrooms on the first floor, east end of City Hall get extensive public use and will require additional efforts to keep them sanitary and clean.
2. Keys shall be provided to the Facilities Maintenance Worker to enable him access to the Janitorial supply area.

3. The Police Department foyer, halls, trash and floors are used 24 hours a day for seven days a week. Additional cleaning attention must be provided to these areas.
4. Windows must be clean and free of dirt.
5. Cleaning crews must take measures to avoid damaging walls and corners with vacuum cleaners, hoses and cords.
6. Empty the outside ash containers and sweeping the sidewalks around the building when they are not snow covered.

The Jobs listed below are not part of the Contract.

1. Landscaping and lawn care will be performed by City of Missoula employees and will not be a part of this contract.
2. Pest Control
3. Snow and Ice Removal

FORMAL BI-WEEKLY INSPECTION SYSTEM

1. It is the responsibility of O.R.I. or its designee to divide City Hall into prospective work areas and inspection areas. A detailed drawing of each work area shall be provided by O.R.I. or its designee to the Vehicle Maintenance Superintendent or his or her designee.
2. Work area inspections shall be conducted biweekly thus guaranteeing that each of the work areas identified receive no less than two (2) inspections each month.
3. The basis of the inspection shall be compliance with the specifications as stated above within the legal contract for janitorial services.
4. The findings of each inspection shall be recorded in a form similar to Janitorial Inspection Form (Attachment B). Signed copies of the form will be given to the employee(s), and be available to the Vehicle Maintenance Superintendent or his/her designee through O.R.I. or its designee.
5. In the event deficiencies are identified on the bi-weekly inspection, the supervisor and employee shall correct such deficiencies immediately or at a time agreed to by the Vehicle Maintenance Superintendent or his/her designee. Upon completion of correcting any deficiencies, the supervisor shall note the correction and date sign and return a copy of the form to O.R.I. or its designee.
6. Contract Inspection Reports will be reviewed by O.R.I. or its designee quarterly to determine if there are any patterns or trends that require additional attention. These trends and a plan to address deficiencies will be documented.
7. Copies of all inspections shall be maintained by O.R.I. or its designee.
8. O.R.I. or its designee shall bi-annually provide the City of Missoula with a current list containing names, positions and phone numbers of all relevant contact persons.

III. PAYMENT FOR SERVICES

O.R.I. agrees to invoice (bill) the City of Missoula monthly for Council Chambers and the MRA at 145 West Pine monthly as follows:

Base year one, July 1st 2009 through June 30th, 2010, M.R.A will be invoiced for a total of 2,033 of the total 5,903 square feet of floor space. The City of Missoula will be invoiced for the remaining 3,870 square feet of floor space at a rate of \$ 1.63 (One Dollar and Sixty Three cents per square foot of floor space. The M.R.A shall be invoiced monthly for \$276.15(Two Hundred Seventy Six dollars and Fifteen cents) for a fiscal annual total not to exceed \$3,314(Three thousand Three Hundred Fourteen Dollars) for the remaining fiscal year of professional service. The City of Missoula shall be invoiced monthly for \$ 525.68 (Five Hundred Twenty Five and Sixty Eight Cents) for an annual total not to exceed \$6,309 (Six Thousand Three Hundred and Nine Dollars) for the remaining fiscal year of professional service. The annual fiscal year combined total for both the M.R.A and the City of Missoula not to exceed \$9,622 (Nine Thousand Six Hundred Twenty Two dollars) for the 2010 fiscal year of professional service to 140 West Main Street.

Follow on Year one, July 1st, 2010 through June 30th, 2011, the M.R.A will be invoiced for a total of 2,033 of the total 5,903 square feet of floor space. The City of Missoula will be invoiced for the remaining 3,870 square feet of floor space at a rate of \$ 1.70 (One Dollar and Seventy Cents) per square foot of floor space. Invoicing and payment for the remainder fiscal year 2011 shall be as follows: The M.R.A shall be invoiced monthly for \$287.20 (Two Hundred Eighty Seven Dollars and Twenty cents) for an annual total not to exceed \$3,446.40 (Three Thousand Four Hundred and Forty Six and Forty Cents) for this year of professional service. The City of Missoula shall be invoiced monthly for \$ 546.71 (Five Hundred Forty Six Dollars and Seventy One Cents) for an annual total not to exceed \$6,560.52 (Six Thousand Five Hundred Sixty and Fifty Two Cents) for this year of professional service. The annual combined total for both the M.R.A and the City of Missoula is not to exceed \$10,006.92 (Ten Thousand Six Dollars and Ninety Two Cents) for one complete fiscal year of professional service to 140 West Main Street.

Follow on year Two, July 1st, 2011 through June 30th, 2012, the M.R.A will be invoiced for a total of 2033 of the total 5,903 square feet of floor space. The City of Missoula will be invoiced for the remaining 3,870 square feet of floor space at a rate of \$ 1.78 (One Dollar and Seventy Eight Cents) per square foot of floor space. Invoicing and payment for the remainder fiscal year 2012 shall be as follows: The M.R.A A. shall be invoiced monthly for \$301.56(Three Hundred One Dollars and Fifty Six Cents) for an annual total not to exceed \$3,618.72 (Three Thousand Six Hundred Eighteen Dollars and Seventy Two Cents) for this year of professional service. The City of Missoula shall be invoiced monthly for \$ 574.05 (Five Hundred Seventy Four and Five Cents) for an annual total not to exceed \$6,888.60 (Six Thousand Eight Hundred Eighty Eight and Sixty Cents) for this year of professional service. The annual combined total for both the M.R.A and the City of Missoula is not to exceed \$10,508 (Ten Thousand Five Hundred Eight Dollars) for one complete fiscal year of professional service to 140 West Main Street.

Follow on year Three, July 1st, 2012 through June 30th, 2013, the M.R.A will be invoiced for a total of 2,033 of the total 5,903 square feet of floor space. The City of Missoula will be invoiced for the remaining 3,870 square feet of floor space at a rate of \$ 1.87 (One Dollar and Eighty Seven Cents) per square foot of floor space. Invoicing and payment for the remainder fiscal year 2013 shall be as follows: The M.R.A shall be invoiced monthly for \$316.63 (Three Hundred Sixteen and Sixty Three Cents) for an annual total not to exceed \$3,799.56(Three Thousand Seven Hundred Ninety Nine Dollars and Fifty Six Cents) for this year of professional service. The City of Missoula shall be invoiced monthly for \$ 602.75 (Six Hundred Two Dollars and Seventy Five Cents) for an annual total not to exceed \$7,233 (Seven Thousand Two Hundred and Thirty Three Dollars) for this year of professional service. The annual combined total for both the M.R.A and the City of Missoula is not to exceed \$11,033 (Eleven Thousand Thirty Three Dollars) for one complete fiscal year of professional service to 140 West Main Street.

Follow on Year Four; July 1st, 2013 through June 30th, 2014, the M.R.A will be invoiced for a total of 2,033 of the total 5,903 square feet of floor space. The City of Missoula will be invoiced for the remaining 3,870 square feet of floor space at a rate of \$ 1.96 (One Dollar and Ninety Six Cents) per square foot of floor space. Invoicing and payment for the remainder fiscal year 2014 shall be as follows: The M.R.A shall be invoiced monthly for \$332.46 (Three Hundred Thirty Two Dollars and Forty Six Cents) for an annual total not to exceed \$3,989.52 (Three Thousand Nine Hundred Eighty Nine and Fifty Two Cents) for this year of professional service. The City of Missoula shall be invoiced monthly for \$ 632.88 (Six Hundred Thirty Two Dollars and Eighty Eight Cents) for an annual total not to exceed \$7,594.56 (Seven Thousand Five Hundred Ninety Four Dollars and Fifty Six Cents) for this year of professional service. The annual combined total for both the M.R.A and the City of Missoula is not to exceed \$11,585 (Eleven Thousand Five Hundred Eighty Five Dollars) for one complete fiscal year of professional service to 140 West Main Street.

O.R.I. reserves the right to renegotiate pricing to reflect changes in the Opportunity Resources Prevailing Wage Survey and Benefits or consumable increases greater than 10%.

O.R.I. agrees to invoice (bill) the City of Missoula monthly for City Hall (City Hall) Building Located at 435 Ryman, Missoula, Montana.

Base year one, July 1st 2009 through June 30th, 2010, City Hall will be invoiced for a total 41,353 square feet of floor space at a rate of \$ 1.55 (One Dollar and Fifty Five cents per square foot of floor space. The City of Missoula shall be invoiced monthly for \$ 5,341.43 (Five Three Hundred Forty One Dollars and Forty Three Cents) for an annual total not to exceed \$64,098 (Sixty Four Thousand Ninety Eight Dollars) for the 2010 fiscal year of professional service to 435 Ryman Street.

Follow on Year one, July 1st, 2010 through June 30th, 2011, City Hall will be invoiced for a total 41,353 square feet of floor space at a rate of \$ 1.61 (One Dollar and Sixty One Cents) per square foot of floor space. The City of Missoula shall be invoiced monthly for \$ 5,555.09 (Five Thousand Five Hundred and Fifty Five Dollars) for an annual total not to exceed \$66,662 (Sixty Six Thousand Six Hundred Sixty Two Dollars) for the 2011 fiscal year of professional service to 435 Ryman Street.

Follow on year Two, July 1st, 2011 through June 30th, 2012, City Hall will be invoiced for a total 41,353 square feet of floor space at a rate of \$ 1.69 (One Dollar and Sixty Nine Cents) per square foot of floor space. The City of Missoula shall be invoiced monthly for \$ 5,832.84 (Five Thousand Eight Hundred Thirty Two Dollars and Eighty Four Cents) for an annual total not to exceed \$69,995 (Sixty Nine Thousand Nine Hundred and Ninety Five Dollars) for the 2012 fiscal year of professional service to 435 Ryman Street.

Follow on year Three, July 1st, 2012 through June 30th, 2013, City Hall will be invoiced for a total 41,353 square feet of floor space at a rate of \$ 1.78 (One Dollar and Seventy Eight Cents) per square foot of floor space. The City of Missoula shall be invoiced monthly for \$6,124.48 (Six Thousand One Hundred Twenty Four and Forty Eight Cents) for an annual total not to exceed \$73,526 (Seventy Three Thousand Five Hundred and Twenty Six Dollars) for the 2013 fiscal year of professional service to 435 Ryman Street.

Follow on Year Four; July 1st, 2013 through June 30th, 2014, City Hall will be invoiced for a total 41,353 square feet of floor space at a rate of \$ 1.87 (One Dollar and Eighty Seven Cents) per square foot of floor space. The City of Missoula shall be invoiced monthly for \$6,430.70 (Six Thousand Four Hundred Thirty Dollars and Seventy Cents) for an annual total not to exceed \$77,169 (Seventy Seven Thousand One Hundred Sixty Nine Dollars) for the 2014 fiscal year of professional service to 435 Ryman Street.

O.R.I. reserves the right to renegotiate pricing to reflect changes in the Opportunity Resources Prevailing Wage Survey and Benefits or consumable increases greater than 10%.

The City shall make a good faith effort to pay properly presented, correct, and accurate O.R.I. invoices with 20 days of receipt of invoice, but the City shall have a full thirty day period as allowed by Montana State law within which to make payment.

IV. MODIFICATION AND WAIVER

This Agreement may not be modified, altered, or changed except pursuant to a written agreement signed by the parties hereto. A waiver of any term or condition of this Agreement or of any breach of this Agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of the Agreement. Any waiver must be in writing each time a waiver occurs.

V. LICENSE TO DO BUSINESS

Contractors, subcontractors, sub-grantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must obtain or have a valid City of Missoula business license and must comply with applicable business regulation ordinances. No payments shall be made by the City pursuant to this agreement until a valid City business license has been obtained. O.R.I. shall continue to retain a valid City business license during the term of this Agreement or the City has the right to withhold payments until such time as a valid City business license is acquired by O.R.I.

VI. AFFIRMATIVE ACTION POLICY

Contractors, subcontractors, sub-grantees, and other firms doing business with the City of Missoula or any agency connected with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action plan and Title 49, MCA, or forfeit the right to continue such business dealings. See Attachment A.

VII. NON-DISCRIMINATION

O.R.I. agrees that any and all hiring by them related to this Agreement shall be on the basis of merit and qualifications and there shall be no discrimination on the basis of race, color, creed, religion, political ideas, gender, age, marital status, physical or mental handicap, national origin or ancestry, by persons performing this contract. Qualifications mean such abilities as are genuinely related to competent performance of the particular occupational task.

VIII. WORKERS COMPENSATION

O.R.I. hereby certifies that O.R.I. is covered by a Workers' Compensation insurance program with the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law and that the City has no liability for O.R.I.'s workers' compensation insurance or claims. The O.R.I. is responsible for providing proof of this insurance coverage to the City Clerk annually on the first work day of each calendar year.

IX. LIABILITY INSURANCE

O.R.I. hereby certifies that it has and shall maintain during the time period of this Agreement, liability insurance in the minimum amount of \$750,000.00 per claimant and \$1,500,000.00 per occurrence that includes liability for accidents occurring during delivery or at the delivery site that are attributable to the O.R.I. or its agents' conduct.

X. PREVIOUS AGREEMENTS

This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

XI. MONTANA PREVAILING WAGE

All Wages paid to employees of O.R.I. must be compliant with the most current version of the Montana Non-construction Prevailing Wage as described in "Attachment C" of this document.

XII. ARBITRATION

This Agreement is subject to the provisions of the Montana Uniform Arbitration Act, Section 27-5-111, and MCA Et. Seq.

XIII. TERMINATION PRIOR TO COMPLETION OF CONTRACT

O.R.I. and the City shall both have the ability to terminate this agreement for cause or for non-compliance with any of the terms, conditions, and requirements contained herein. Such termination shall come only after first giving a verbal demand for compliance followed by a written demand. Termination shall be allowed on the tenth City business day following receipt by either party of the other part's written demand.

XIV. TERM OF AGREEMENT

This Agreement shall be in force and effect from July 1, 2009 through June 30th, 2014 unless terminated in writing by mutual agreement of the City and O.R.I.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year in this certificate first hereinabove written.

CITY OF MISSOULA

O.R.I.

Mayor, John Engen

Name,

Title,

Address,

ATTEST:

Martha L. Rehbein
City Clerk

APPROVED AS TO FORM:

Jim Nugent
City Attorney

STATE OF MONTANA)

) ss

County of Missoula)

On this _____ day of _____, 200____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, Opportunity Resources Inc., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my Notarial Seal, the day and year first above written.

Notary Public for the State of Montana

Residing at Missoula, Montana

My Commission Expires _____

ATTACHMENT "A"

NON-DISCRIMINATION: All hiring shall be on the basis of merit and qualifications and there shall be no discrimination on the basis of race, color, creed, religion, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry, by persons performing this contract. Qualifications mean such abilities as are genuinely related to competent performance of the particular occupational task.

AFFIRMATION ACTION POLICY: Contractors, subcontractors, sub-grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmation Action Plan, and Title 49 Montana Code Annotated entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula is committed to implement affirmation action to provide all persons equal opportunity for employment without regard to race, color, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs, physical or mental handicap, ex-offender status, or sex. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility of actively facilitating equal opportunity for present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all personnel actions are administered on the basis of job necessity.

Specific responsibility for development, implementation, monitoring and reporting will be assigned to the City Personnel staff under the supervision of the Mayor's Administrative Assistant.

It is policy of the City of Missoula to take affirmative action to eliminate discrimination in personnel policies and procedures that have adverse impact on the "affected class" unless sex, ex-offenders status, and/or physical or mental handicap relates to a bona fide occupational qualification. Equal opportunities shall be provided for all City employees during their terms of employment. All applicants for City employment shall be recruited from the available labor market, and employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and O.R.I. comply with this policy. Failure of subcontractors and O.R.I. to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees C.E.T.A. program participants, trainees and applicants.

ATTACHMENT "B" – Next Page

JANITORIAL SERVICES INSPECTION FORM

Date of Inspection: _____

Person Performing Inspection: _____

Area Inspected: _____

Description(s) of Problem(s) Found:

Recommended Solution(s):

**Completion
Date of
Repairs:**

Any additional comments or notes regarding these issues: