

Item:	Janitorial Services for Public Works Complex
From:	Tom Hugg, Vehicle Maintenance Supervisor
Initiated By:	Public Works Department
Presented By:	Jim Rearden, Public Works Director
Action Requested:	Award Bid

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (approve/reject) the bid award for the janitorial services for the Public Works Complex to Eager Beaver Janitorial Services of Great Falls."

2. Mayor calls for a second, discussion, public comment, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission approve the bid award for the janitorial services for the Public Works Complex to Eager Beaver Janitorial Services of Great Falls.

Background:

<u>Purpose</u>

This agreement would be to provide janitorial services for the Public Works Complex for the next three years.

Evaluation and Selection Process

The specifications were advertised two times in the Great Falls Tribune, posted on the City website and mailed to five prospective bidders, with four bidders responding.

The bid award was postponed by the City Commission on July 16, 2013 to allow staff additional time to research possible alternatives to this agreement.

Eager Beaver and Service Master came in with the same low bid. Public Works has used both of these services. Eager Beaver is now working under the current agreement and staff decided it was best to stay with them.

Alternatives: Reject the bids for the janitorial services for the Public Works Complex.

Attachments/Exhibits: Janitorial Services Agreement

JANITORIAL SERVICES BIDDERS LIST

BIZ CLEAN LLC 724 1ST AVENUE SOUTH GREAT FALLS MT 59401

EAGER BEAVER JANITORIAL SERVICES 116 RIVERVIEW DR EAST GREAT FALLS MT 59404

EASTER SEAL/GOODWILL 4400 CENTRAL AVENUE GREAT FALLS MT 59405

KLEEN KING PO BOX 772 GREAT FALLS MT 59403

SERVICEMASTER 2400 RIVER DRIVE NORTH GREAT FALLS MT 59401

CITY OF GREAT FALLS PO BOX 5021 GREAT FALLS MT 59403

JANITORIAL SERVICES PUBLIC WORKS

Project Number Bids Taken at Civic Center Date: July 3, 2013 Tabulated By: Debbie Kimball Page 1 of 1

NAME & ADDRESS OF BIDDER	Bid Security	Affidavit of Non-Collusion	Cost Per Cleaning Day Section C Buildings A & B	Cost Per Cleaning Day Section C Building C	Cost Per Man-Hour For Special Services As Requested	Total Bid Cost Per Cleaning Day Section C Buildings A, B & C	
Eager BeaverBank Check \$220Service MasterBB 10%		\checkmark	\$85	\$25	\$20	\$110 \$110	
		\checkmark	\$82	\$28	\$25		
Klean King	BB 10%	\checkmark	\$125	\$48	\$34	\$173	
Biz Clean BB 10%		\checkmark	\$108.90	\$63.96	\$35	\$172.86	

[NOT BINDING IF USED FOR AGREEMENTS FOR PUBLIC WORKS COSTING MORE THAN \$80,000]

PUBLIC WORKS NON-CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the CITY OF GREAT FALLS, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403, hereinafter referred to as "City," and EAGER BEAVER JANITORIAL SERVICES, P.O. Box 414, Black Eagle, MT 59414, hereinafter referred to as "Contractor."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. <u>Purpose</u>: City agrees to hire Contractor as an independent contractor to perform for City the non-construction services described in the Scope of Services attached hereto as **Exhibit A** and by this reference made a part hereof. "Public Work," in pertinent part, is "nonconstruction services" with a total cost in excess of \$25,000 let by a municipality that includes the maintenance of publicly owned buildings and facilities, including public highways, roads, streets, and alleys; custodial or security services for publicly owned buildings and facilities; grounds maintenance for publicly owned property; motor vehicle and construction equipment repair and servicing; and appliance and office machine repair and servicing.

2. <u>Effective Date</u>: The term of this Agreement is August 1, 2013, through July 31, 2016. The parties may extend this Agreement for an additional one year term. The party wishing to extend this agreement shall notify the other party in writing at least 30 days prior to its termination.

3. <u>Scope of Work</u>: Contractor will perform the public works in accordance with the specifications and requirements of the Scope of Services (Exhibit A).

4. <u>Payment</u>: City agrees to pay Contractor One Hundred Ten Dollars (\$110) per day for the public works described in the Scope of Services. Contractor shall provide City with a detailed invoice of work performed, including man-hours.

A payment or any portion may be disapproved upon a claim of: (a) unsatisfactory job progress; (b) failure to remedy defective work or materials; (c) disputed work or materials; (d) failure to comply with material provisions of this Agreement, specifications for the work, or other required documents, including but not limited to, payroll certifications, insurance coverage, bonding; (e) failure of Contractor to make timely payment for claims including, but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees and professional services; (f) damages to the City caused by Contractor or its employers or agents; and, (g) Contractor's non-compliance with applicable federal, state, and local laws, rules, and ordinances. The City will furnish Contractor a written statement specifying a reason for disapproval for payment or a

portion thereof is being withheld. If the City disapproves only a portion of an application for payment, the remainder of the application for payment is considered approved.

5. <u>Additional Services</u>: Any alteration or deviation from the described work that involves extra costs will be permitted only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

6. <u>Independent Contractor Status</u>: The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

7. <u>Indemnification; Insurance; Bonds</u>:

a. To the fullest extent permitted by law, Contractor shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities, liens, penalties or damages of whatever kind or nature arising from or related to Contractor's performance of this Agreement and Contractor's work on the Construction Project or work of any subcontractor or supplier to Contractor.

b. Contractor shall maintain those insurances as may be required by City as set forth on the attached **Exhibit B**, Required Insurance Coverage, and Contractor shall provide City with proof of such insurance coverage with this Agreement. Contractor shall notify City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor shall further notify City within two (2)

business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason. In Addition, an Additional Insured Endorsement must be provided as evidence that the City is an additional insured on the general liability insurance policy.

c. Contractor shall maintain those security guarantees set forth on the attached Exhibit C, Required Bonds.

8. <u>Warranty</u>: Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the greater of a period of one (1) year from the time services are completed or any warranty described in the Scope of Services. The warranty survives the termination of this Agreement.

9. <u>**Compliance with Laws:**</u> Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. Contractor agrees to purchase a City business license.

10. Labor Preferences and Prevailing Wages:

a. For purposes of prevailing wage requirements, the project under the Scope of Services is considered as Non-Construction Services (Maintenance of Publicly Owned Buildings and Facilities. The Montana Prevailing Wage Rates for this type of project, as attached to this Agreement as **Exhibit D**, are incorporated herein by this reference.

b. Contractor shall post a legible statement of all wages and fringe benefits to be paid to the Contractor's employees and the frequency of such payments (i.e., hourly wage employees shall be paid weekly). Such posting shall be made in a prominent and accessible location at the site of the project and shall be made no later than the first day of work. Such posting shall be removed only upon the final completion of the Scope of Services and the termination of this Agreement.

c. In performing the terms and conditions of this Agreement and the work on the public works project, Contractor shall give preference to the employment of bona fide residents of Montana, as required by §18-2-403, MCA, and as such term is defined by §18-2-401(1), MCA. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned.

d. Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, benefits, and expenses as set forth herein. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements may subject the Contractor

to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records and provide certified copies to the City. Contractor shall maintain such payroll records during the term of this Agreement, the course of the work on the public works project, and for a period of three (3) years following the date of final completion of the public works project and termination of this Agreement.

11. <u>Contractors' Gross Receipts Tax</u>: Contractor understands that all contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

12. <u>Nondiscrimination</u>: Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

13. <u>Default and Termination</u>: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

14. <u>Liaison</u>: City's designated liaison with Contractor is ______ and Contractor's designated liaison with City is Merleen Bergstad.

15. <u>Applicability</u>: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF GREAT FALLS, MONTANA

EAGER BEAVER JANITORIAL SERVICE

By___

Gregory T. Doyon, City Manager

By	
Print Name	
Print Title	

ATTEST:

(SEAL OF THE CITY)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By______Sara R. Sexe, City Attorney

Exhibit A Scope of Services

See Attached.

Exhibit B

<u>Required Insurance Coverage</u>

Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy must, unless not available from the insured, name the City as an additional insured and be written on a "primary—noncontributory basis." Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Contractor's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least forty-five (45) days prior written notice has been given to Contractor, City, and all other additional insured to whom a certificate of insurance has been issued.

Required Insurance Coverage:

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability (all owned, hired, non-owned)	\$1,000,000 per accident
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000

7. Builder's Risk/Property Insurance (for buildings) Equal to greater of Contractor's compensation or full replacement (covering all work. buildings, materials and equipment, whether on site or in transit, loss due to fire, lightening, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws, water damage, flood if site within a flood plain, repair or replacement costs, testing and start-up costs)

Exhibit C

Required Bonds

Bond Types and Amounts:

1.	Performance Bond	Equal to Contractor's compensation amount
2.	Labor and Materials Bond	Equal to Contractor's compensation amount
3.	Employee Acts	\$5,000

Exhibit D

Contractor's Rates of Wages, Benefits, and Expenses

For purposes of prevailing wage requirements, this Project is considered as Non-Construction Services (Maintenance of Publicly Owned Buildings and Facilities). The Montana Prevailing Wage Rates for this type of project, as included in these Contract Documents, are incorporated herein by this reference.

EXHIBIT A

CITY OF GREAT FALLS -- PUBLIC WORKS

JANITORIAL SERVICES SPECIFICATION

* * * * * * * * * * *

It is the intent of these minimum specifications to secure price quotes for janitorial services at the City Public Works Complex for a period of three years from the date of Agreement execution by the City of Great Falls. Janitorial services and the needed frequencies are listed below. Any deletions or variations from the following specifications must be noted and explained.

			Meets or Exceeds Specifications YES or NO	Explanation of any Exceptions
Α.	GENER	AL:		
	1.	The contractor will perform janitorial services in three buildings at the Public Works Complex, comprising approximately 10,000 square feet, five days each week exclusive of holidays. Approximately 250 cleaning days will be required.	yes	
	2.	The contractor will perform services between the hours of 6:00 P.M. and 6:00 A.M. prior to a regular City work day. In the case two or more non-work days are in succession, the contractor may perform services any time prior to the next regular City work day.	yes	
	3.	Services will be provided according to the Task Schedules in Item C below.	yes	
	4.	Successful bidder will sign a Services Agreement with the City.	yes	
	5.	Contractor will provide an on-site supervisor and at least one other crew member for each service day.	yes	
	6.	All access doors/gates will be locked and checked at the end of each service day.	yes_	
	7.	Contractor will provide all cleaning equipment, machines, tools, cleaning/waxing chemicals, etc. The City will provide toilet tissue, paper towels, hand soap, urinal blocks, trash bags and can liners. No other items will be provided by the City.	_yes	
	8.	Contractor shall possess a City of Great Falls Business license.	yea	
	9.	Each employee of Contractor shall be bonded in the the amount of Five Thousand Dollars (\$5,000.00).	yes'	

CITY OF GREAT FALLS – PUBLIC WORKS JANITORIAL SERVICE SPECIFICATION Page 2 of 4

> Meets or Exceeds Specifications YES or NO

Explanation of any Exceptions

A. <u>GENERAL (cont'd):</u>

- Contractor will contact the City's designated representative in the event of unusual or emergency conditions or problems.
- 11. Contractor will obtain and maintain a general liability Insurance policy as outlined in Attachment A (Agreement) for One Million Dollars (\$1,000,000.00)

B. BUILDING LOCATIONS/INDENTIFICATION:

- 1. Building 'A': Street/Sanitation building
- 2. Building 'B': Vehicle Garage/Shop and Offices
- 3. Building 'C': Utilities Shop, Offices, and Director's Office

C. BUILDING TASK SCHEDULE:

- 1. Daily Tasks:
 - a. vacuum all carpeted areas
 - b. empty trash receptacles and replace liners as needed
 - c. clean, sanitize and restock restrooms:
 - 1. fixtures and soap dispensers/dishes
 - 2. mirrors
 - 3. floor
 - 4. spot clean walls
 - 5. dusting of surfaces
 - 6. trash receptacles
 - 7. showers building A
 - 8. paper towels
 - 9. toilet paper
 - d. clean drinking fountains
 - e. spot clean entry glass and lobby glass
 - f. clean lunchroom tables, chairs, counters, sinks, outside of appliances, inside of trash receptacles, vacuum stairs.

g. sweep, dust mop all tile floors

yes

CITY OF GREAT FALLS - PUBLIC WORKS JANITORIAL SERVICE SPECIFICATION Page 3 of 4

Meets or	Exceeds
Specific	ations
YES or	NO

Explanation of any Exceptions

- 2. Weekly Tasks:
 - dust all surfaces under seventy (70) inches а. from the floor
 - sweep and damp mop all tile areas b.
 - clean telephones C.
 - clean desk and counter tops d.
 - clean doors, door frames, light switch e. covers, kick and push plates, door handles, walls and glass

ls

Monthly Tasks: 3.

- customer service visit by manager or а. supervisor during normal working hours, as needed
- dust mini blinds, remove and dust cobwebs b. from ceilings
- power scrub and refinish all tile surfaces C. including desk knee holes
- dust all surfaces over seventy (70) inches d. from the floor
- 4. Bi-monthly Tasks:
 - vacuum all upholstered furniture а.
 - clean all interior glass surfaces b.
- Semi-annual Tasks: 5.
 - clean all exterior glass surfaces a.

<u>ls</u>

CITY OF GREAT FALLS – PUBLIC WORKS JANITORIAL SERVICE SPECIFICATION Page 4 of 4

D. <u>BID</u>:

•

- Cost per cleaning day for items listed under Section C, Task Schedule for Buildings 'A' and 'B'
- Cost per cleaning day for items listed under Section C, Task Schedule for Building 'C':
- Cost per man-hour for special services as requested By City and not covered under Sections 'C' (Task Schedules) above or more frequently than described above:

<u>\$ 85 °°</u> (per day) \$ 25 00 (per day)

20 .00 (per hour)

E. <u>CLIENT LIST</u>:

Vendor to provide name, address and phone number of three current or recent clients for janitor services:

NAME	ADDRESS	PHONE
NUMBER	1 To Have Frank 21	721-3055
Kenwarth Ir	ucking 4732 TR, HIII. FRONTAge Rd	
CARD OF L	ENGINEER. MAFB 711-00	192 oft 1421
ChuckNoble-	TIRE Factory - 1420. 10Aro. No. 406-	268-0600
NAME OF COMPANY:	EASER BEAVER JANITORIAL SERV.	
ADDRESS:	P.O. Box 414 - GraBlack 1	Ag/e MT 59414
TELEPHONE NUMBER:	406-454-1404	
PREPARED BY:	Merleen E. Bergstad Merlen & Berg (Printed or typed name and position) (Signature)	gitad 7/2/13 (Date)

If there are any questions, please contact Tom Hugg, Vehicle Maintenance Supervisor, P.O. Box 5021, Great Falls, MT. 59403 or (406) 771-1401.

M. Employment Preference

2

b.

Sections 18-2-403 and 18-2-409, MCA requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

N. Nonconstruction Services Occupations

MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES

BOILER OPERATORS BUILDING INSPECTORS DITCH RIDERS ELEVATOR REPAIRERS HIGHWAY MAINTENANCE WORKERS JANITORS AND CLEANERS STREET CLEANERS AND SWEEPERS

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS FOREST FUELS MITIGATION SAWYERS FOREST FUELS MITIGATION THINNERS AND EQUIPMENT OPERATORS LANDSCAPING AND GROUNDSKEEPING WORKERS PEST CONTROL WORKERS PESTICIDE HANDLERS, SPRAYERS AND APPLICATORS TIMBER MARKERS TREE PLANTERS TREE TRIMMERS AND PRUNERS

OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION AND WASTE DISPOSAL SYSTEMS

BASIN OPERATORS HAZARDOUS MATERIALS REMOVAL WORKERS METER READERS PUMP STATION OPERATORS REFUSE AND RECYCLABLE COLLECTORS SANITARY LANDFILL ATTENDANTS SANITARY LANDFILL OPERATORS SEWAGE DISPOSAL WORKERS SEWER PIPE CLEANERS AND REPAIRERS WASTEWATER TREATMENT PLANT ATTENDANTS WASTEWATER TREATMENT PLANT OPERATORS WATER TREATMENT PLANT OPERATORS

LAW ENFORCEMENT, INCLUDING CORRECTION AND DETENTION OFFICERS ANIMAL CONTROL OFFICERS BAILIFFS CORRECTION AND DETENTION OFFICERS DISPATCHERS PARKING ENFORCEMENT OFFICERS PROBATION OFFICERS SECURITY GUARDS, (Armed) SECURITY GUARDS, (Unarmed)

JANITORS AND CLEANERS

	Wage	Benefit
District 1	\$12.87	\$3.96
District 2	\$10.53	\$3.23
District 3	\$11.57	\$4.22
District 4	\$12.74	\$5.33
District 5	\$10.21	\$2.40
District 6	\$13.46	\$2.36
District 7	\$10.17	\$5.95
District 8	\$11.83	\$5.48
District 9	\$11.96	\$3.76
District 10	\$11.79	\$2.03

Duties Include:

Heavy cleaning, routine maintenance, tending boiler or furnace, and removing debris or snow from sidewalks.

STREET CLEANERS AND SWEEPERS

	Wage	Benefit
District 1	\$14.34	\$6.67
District 2	\$14.31	\$6.67
District 3	\$14.81	\$6.67
District 4	\$14.60	\$6.67
District 5	\$14.94	\$6.67
District 6	\$15.80	\$6.67
District 7	\$17.05	\$6.95
District 8	\$15.80	\$6.67
District 9	\$17.00	\$7.65
District 10	\$15.80	\$6.67

GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY

CEMETERY WORKERS

	Wage	Benefit
District 1	\$12.26	\$3.66
District 2	\$11.64	\$3.73
District 3	\$10.70	\$2.55
District 4	\$11.76	\$5.69
District 5	\$11.96	\$3.72
District 6	\$13.36	\$4.20
District 7	\$14.19	\$5.66
District 8	\$17.36	\$7.20
District 9	\$14.07	\$6.20
District 10	\$14.81	\$6.58

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									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
-					CN2040206		1/12/2013	1/12/2014	MED EXP (Any one person)	\$	5,000
A	CLAIMS-MAD				CN2040206		[PERSONAL & ADV INJURY	\$	1,000,000
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CERTIFICATE HOLDER	CANCELLATION
(406)771-0700 City Shops P.O. Box 5021 Great Falls, MT 59403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
	ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Jennifer Mader/JM

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