

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
JANITORIAL SERVICES @ DEPARTMENT OF LAW**

THIS AGREEMENT made and entered into this 13<sup>th</sup> day of July 2017, by and between the CITY OF BETHEL (a municipal corporation) and MIDNIGHT SUN CLEANING SERVICES, LLC (an Alaskan Limited Liability Corporation).

**Section 01 Definition**

In this Agreement:

- A. The term "City" means the City of Bethel.
- B. The term "Contractor" means Midnight Sun Cleaning Services, LLC.

**Section 02 Employment of Contractor**

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

**Section 03 Scope of Services**

Contractor agrees to perform Janitorial services at the City's Courthouse Complex building (also known as the Nora Guinn Courthouse Building) (hereinafter the "Premises"), located at 204 Chief Eddie Hoffman Highway, Bethel, Alaska. Contractor's services under this Agreement are limited to services performed for the 4,034 square foot office space occupied by the Department of Law – as outlined in Yellow in the attached map, incorporated hereto as Exhibit A.

The services to be performed by Contractor are, at a minimum, as follows:

*3.01 Regular twice weekly services:*

- Empty waste baskets in all offices, cubicles and public areas located within both office spaces and shared hallways outside the two offices. Place new trash bags as needed;
- Empty all shredders and replace trash bags as needed;
- Dispose of all trash off premises;
- Bathrooms: Mop or scrub toilet room floors, clean all plumbing fixtures, disinfect urinals and toilets, damp wipe all dispensers.
- Provide and restock adequate supplies of toilet paper, paper towels, soap and other janitorial supplies;
- Vacuum all carpets
- Dusts all visible surfaces of furniture, fixtures, and equipment except for desks;
- Clean kitchen areas to include counters, sinks and all surfaces;
- Maintain entry mats in a clean, dirt-free and functional condition;
- Clean air vents and base boards ensuring they are clear of dust, dirt and grime;

- Maintain a limited supply of toilet paper and other essential supplies on-site in a location to be designated by the Office Manager at the Department of Law.

### 3.02 *Initial Deep Clean:*

In addition to the routine services required above, Contractor will deep clean the entire office area to get it to a routine maintenance level. This task may be completed all at once or may be spread out over a period of time not to exceed three (3) months from the effective date of this Contract.

***Contractor is solely responsible for providing all labor, equipment, supplies and materials necessary to accomplish the services set out in this Contract. Only standard, commercial grade products, supplies, equipment, paper goods and materials may be used.***

**Section 04 Quality of Work.** Contractor will conduct the agreed upon tasks diligently and professionally, consistent with standards set forth in the industry.

### **Section 05 Inspection**

Contractor and City will inspect the work on the last business day of each month at 8:30 am. Contractor and City will each review the checklist attached herein as Exhibit B to ensure all work performed by Contractor is being performed in a satisfactory matter. Any deficiencies shall be addressed at this time.

The monthly inspection requirement shall not preclude the City's ability to notify Contractor of any deficiencies at times other than the monthly inspection. Any deficiencies will be handled as set out in Section 11 of this Agreement.

### **Section 06 Building Security.**

Contractor will lock all outside doors at all times except when the building is normally open to the public. Interior building doors will remain locked except while work in the immediate area in is progress. All doors (interior and exterior) will be locked when Contractor leaves the building.

Contractor must use safe practices at all times. Accepted safe practices includes, but is not limited to, turning off unnecessary lights; inspecting the area for fire hazards and taking corrective action to notify of any fire hazards; and closing/locking all outside doors and windows.

Contractor shall appoint a supervisor responsible for inspecting the entire building each work day to ensure that all work is complete and necessary doors are locked and unnecessary lights are turned off.

### **Section 07 Personnel**

Personnel shall be limited to those of Midnight Sun Janitorial Services, LLC only. No subcontractors will be allowed without the written consent of the City.

### 7.01 – Background Checks/Security Clearance

All Contractor personnel must undergo a security check prior to commencing work at the Premises. All costs associated with the security check are the sole responsibility of the Contractor. Security checks are performed at the Alaska State Trooper's Office in Bethel by appointment only. *Contractor may not allow any employee who has not previously passed a security check to work on the Premises. Contractor may not employ any person, even if they have previously passed a security check, if they have been or are later convicted of ANY felony or ANY crime involving moral turpitude. If in doubt about qualifications, Contractor should consult with City.*

A copy of the security clearance for each employee must be provided to the City prior to each employee commencing work on the Premises. For those already employed by Contractor, a copy of the security clearance must be provided within thirty (30) days of the signing of this Contract.

### 7.02 – Confidentiality

The business of the Department of Law is confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other legal business is essential to the department's functions. Additionally, records relating to personnel issues, procurement proceedings, internal policy discussions, and other administrative issue are also confidential. All principals, officers, and employees of Contractor working in the Premises agree to keep confidential any and not disclose any information observed or overheard while on the Premises.

Contractor agrees that all of Contractor's personnel working on the Premises will complete and submit a Confidentiality Agreement, a sample copy of which is attached hereto as Exhibit C. Contractor agrees that any violation of the Confidentiality Agreement may mean a permanent removal of that person from the Premises.

### **Section 08 Hours of Performance**

Contractor's services are to be performed two times per week: once on Wednesday of each week between the hours of 5:30 pm and 6 am the following day and again on the weekend between 8:00 pm on Friday and 11 pm on Sunday.

### **Section 09 Term of Contract**

This is a five (5) year contract commencing on Friday, August 11, 2017 and automatically terminating on June 30, 2022 unless earlier terminated by mutual agreement of the parties or per the provisions of Section 12 below.

### **Section 10 Compensation**

A. Subject to the provisions of this Agreement, the City shall pay the Contractor a fixed rate of One Thousand Five Hundred and Fifty (\$1,550) Dollars per month no later than the 10<sup>th</sup> day of each month. (\$18,600 per year)

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, service or other thing of value to the Contractor in connection with performance of agreed upon duties. The parties understand and agree

that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Contractor may incur in the performance of its obligations under this Agreement have already been included in computation of the Contractor's fee and may not be charged to the City.

### **Section 11 Complaints**

City will appoint representative to serve as the point of contact for both the Department of Law and the Contractor. Any complaints or concerns by either Contractor or the Department of Law personnel shall be directed to the City's representative.

In the event City receives a complaint regarding inadequate service, the City's representative will contact Contractor and both will go inspect the complaint on the same day it is received. If the complaint is found to be valid, Contractor shall be given twenty-four (24) hours to correct the matter. If Contractor fails to correct the matter within the twenty-four (24) hour timeframe, the City may hire another firm or may use its own personnel to correct the matter. Costs incurred by the City will be deducted from any amounts due and owing to Contractor.

More than two (2) substantiated complaints in a thirty (30) day period and/or more than five (5) substantiated complaints in a three (3) month period shall be considered a breach of this Agreement and will be ground for termination of this Contract for cause.

### **Section 12 Termination of Agreement for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five calendar (5) days before the effective date of such termination. The Contractor shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City's satisfaction in accordance with Section 3 of this Agreement and the other terms of this Agreement.

### **Section 13 Modifications**

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

### **Section 14 Equal Employment Opportunity**

The Contractor will not discriminate against any party because race, creed, color, religion, gender, sex, gender identity, sexual orientation, age, national origin or ancestry, marital status, change in marital status, physical or mental disability, political affiliation, genetic information, pregnancy, parenthood, status as a disabled veteran, or any other status or condition protected under federal, state and local laws.

### **Section 15 Assignability**

A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior

written consent of the City, thereto; provided, however that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Contractor.

B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

### **Section 16 Contractor to Remain in Good Standing**

If at any time during the term of this Contract, Contractor becomes delinquent in the payment or collection of sales taxes, fees, charges or penalties, interest, or other amounts due or owing to the City, the City shall provide notice of termination of this Agreement for Cause. It is against both the City Code and the City policy to conduct business with any entity that is not in good standing with the City.

### **Section 17 Permits, Laws and Taxes**

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

### **Section 18 Relationship of the Parties**

In the performance of services under this Agreement, the Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of the City. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to City under this Agreement. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor.

### **Section 19 Agreement Administration**

The On-Call Maintenance Worker for the City will be the representative of the City administering this Agreement.

**Cell Phone Number: (907) 545-4242**

Carl Hoffman will be the representative for Midnight Sun Janitorial Services, LLC.

**Cell Phone Number: (907) 545-8800**

### **Section 20 Defense and Indemnification**

The Contractor shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Contractor under this Agreement. The Contractor shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a

comparative fault basis. "Contractor" and "City," as used within this article, include the employees, agents and other Contractors/contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### **Section 21 Interpretation and Enforcement**

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

### **Section 22 Contractor Insurance**

At all times during the duration of this Contract, Contractor agrees to maintain the following minimum insurance coverage/limits:

- A. Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- B. Commercial Auto Liability: covering all vehicles used by the Contractor in the performance of services under this Agreement with minimum coverage of \$300,000, combined single limit per occurrence.
- C. Worker's Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including, but not limited to, Federal U.S.L.&H. and Jones Act requirements. The policy must waive subrogation against the City.
- D. The City of Bethel shall be additional insured on a primary/non-contributory basis under each policy required to be maintained. Such additional insured endorsement shall also include a Waiver of Subrogation.

### **Section 23 Severability**

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

### **Section 24 Understanding**

The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

**Section 25 Notices**

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City of Bethel  
Attn: City Manager  
PO Box 1388  
Bethel AK 99559  
Fax: (907) 543-1394

Additional Notice to: City of Bethel Legal Department  
PO Box 1388  
Bethel AK 99559-1388  
Fax: (907) 543-2936

Contractor: Midnight Sun Janitorial, LLC  
Attn: Cory Brian  
PO Box 3291  
Bethel AK 99559-3291

CITY OF BETHEL

MIDNIGHT SUN JANITORIAL



By: Peter Williams

By: Cory Brian

Title: City Manager

Title: Owner

Dated: 7/13/2017

Dated: 7/13/2017

Exhibits:

A – Map depicting areas to be cleaned

B – Sample inspection checklist

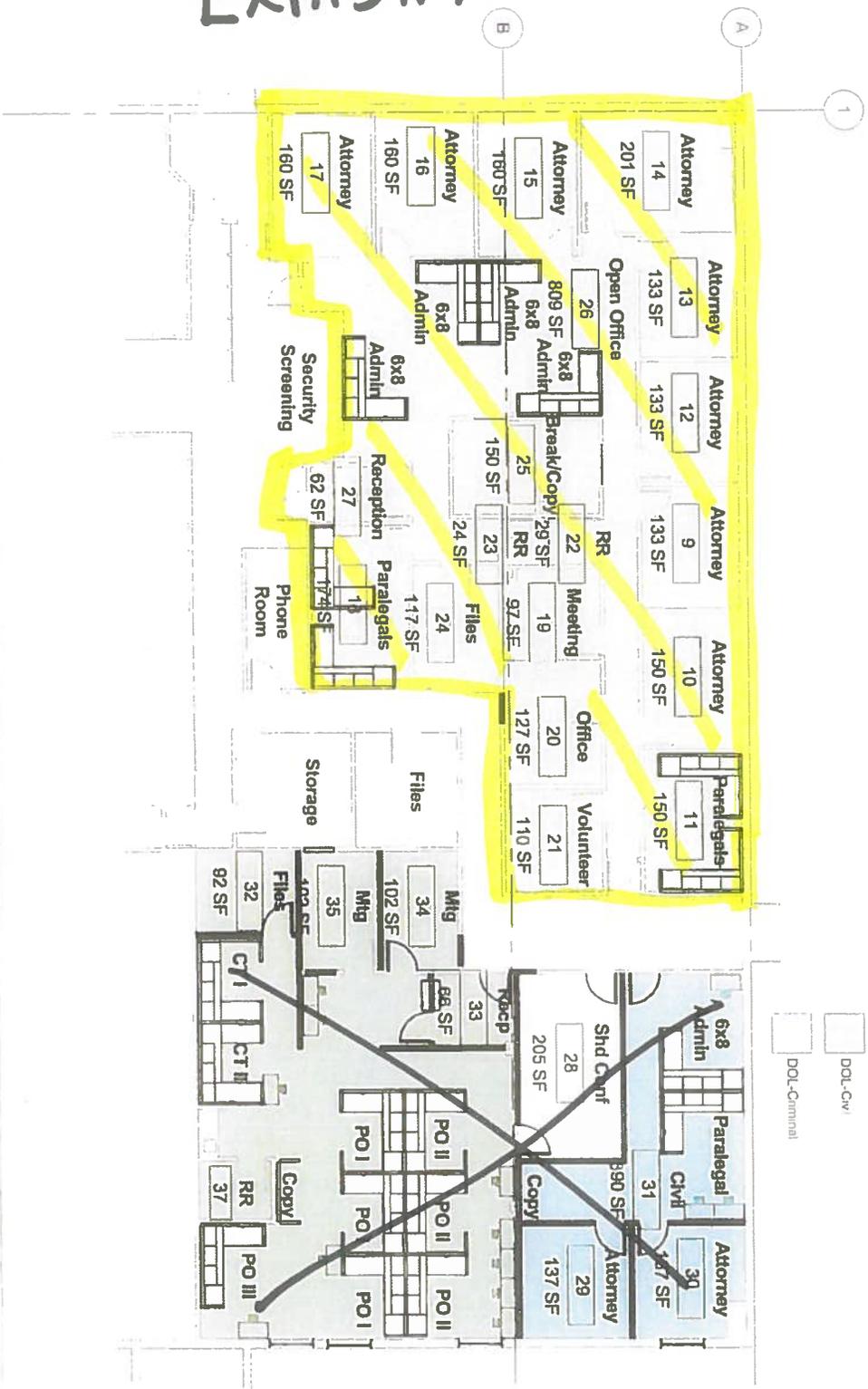
# Exhibit A

101 West Benson Blvd. Ste 305  
 Anchorage AK 99503  
 907.561.5543 P  
 907.562.3713 F  
 www.esbtype.com

AREA PLAN  
 SOA - Behrler DOC, DOL

A4  
 3/32" = 1'-0"  
 07/02/13

~~2140 SQ FT~~



## Department Legend

- DOC
- DOL-Civ
- DOL-Criminal

Name	Department	Area
Shd Conf		205 SF
Files	DOC	92 SF
Mtg	DOC	102 SF
Mtg	DOC	102 SF
OPEN OFFICE	DOC	114 SF
RR	DOC	62 SF
RR	DOC	9 SF
Attorney	DOL-Civil	1556 SF
Attorney	DOL-Civil	137 SF
Attorney	DOL-Civil	137 SF
Civil	DOL-Civ	390 SF
Civil	DOL-Civ	664 SF
Attorney	DOL-Criminal	133 SF
Attorney	DOL-Criminal	150 SF
Attorney	DOL-Criminal	133 SF
Attorney	DOL-Criminal	133 SF
Attorney	DOL-Criminal	201 SF
Attorney	DOL-Criminal	160 SF
Attorney	DOL-Criminal	160 SF
Attorney	DOL-Criminal	160 SF
Attorney	DOL-Criminal	150 SF
Break/Copy	DOL-Criminal	117 SF
Files	DOL-Criminal	97 SF
Meeting	DOL-Criminal	127 SF
Open Office	DOL-Criminal	809 SF
Paralegals	DOL-Criminal	150 SF
Paralegals	DOL-Criminal	174 SF
Reception	DOL-Criminal	62 SF
RR	DOL-Criminal	29 SF
RR	DOL-Criminal	24 SF
Volunteer	DOL-Criminal	110 SF
Volunteer	DOL-Criminal	3077 SF