

**JANITORIAL CONTRACT ADDENDUM**  
**FOR THE CITY OF MISSOULA, MISSOULA ART MUSEUM**

AGREEMENT FOR PROVISION OF CLEANING AND JANITORIAL SERVICES FOR  
CITY OF MISSOULA, MISSOULA ART MUSEUM DURING FISCAL YEAR 2015

THIS AGREEMENT, made and entered into this 1st day of July, 2014, Fiscal year 2015 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") Missoula Art Museum (hereinafter referred to as M.A.M.) and Opportunity Resources Inc. (hereinafter referred to as "O.R.I.").

**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:

**II. PROFESSIONAL SERVICES CONTRACT WITH CITY**

The City hereby agrees to purchase janitorial, cleaning services for the M.A.M., 335 North Pattee Street, Missoula, Montana 59802 from O.R.I. pursuant to the terms and provisions of this Agreement, and O.R.I. agrees to provide janitorial, cleaning services for the M.A.M., 335 North Pattee Street, Missoula, Montana 59802 pursuant to the terms, conditions, and requirements identified pursuant to the provisions of this Agreement.

**III. SCOPE OF PROFESSIONAL SERVICES**

**O.R.I. hereby agrees to:** O.R.I. hereby agrees to: Meet or exceed the following service requirements for the maintenance and cleaning of the M.A.M., 335 North Pattee Street, Missoula, Montana 59802, including all five (5) levels of the building, all of the stairwells, elevators, and any future building additions or expansions:

O.R.I. hereby agrees to provide the M.A.M. with an identical level of service as described in the City of Missoula, City Hall, Janitorial Services Contract dated July 1<sup>st</sup>, 2014. This agreement will be an addendum to the existing City of Missoula Janitorial services contract with O.R.I. and will extend all of the service agreements in the City of Missoula Janitorial contract to M.A.M., 335 North Pattee Street, Missoula, Montana 59802.

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

1. **KNOWLEDGE OF CONTRACT SPECIFICATIONS:** O.R.I. 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:** O.R.I. 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:** O.R.I. shall assure that all employees assigned to the contract are not security risks. Employees performing janitorial services shall meet or exceed the Missoula Art Museum security requirements. M.A.M. will provide access keys as needed. O.R.I. will not be held responsible for security after leaving the M.A.M. site.
4. **EQUIPMENT:** O.R.I. 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:** O.R.I. shall assure that only supplies and chemicals as approved by Missoula Art Museum Management Staff 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 O.R.I. personnel 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 monthly, twelve (12) times per year, formal walk through inspection shall be performed by O.R.I. or his/her designee.
10. **CONTACT LIST:** An annual, one (1) time 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. The "CITY" and "M.A.M." 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. Corridors, Stairwells, and Gallery Floor areas will be swept and mopped to maintain a clean appearance.
3. 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.
4. All glass (entrance glass and reachable interior glass) will be spot cleaned on a daily basis.
5. All trash will be collected and removed daily to a location designated by the Missoula Art Museum Management Staff. Trash cans shall be emptied and kept clean and free of dirt, stains and debris.
6. Rest rooms will be cleaned and sanitized daily with a disinfectant cleaner. Fixtures will be free of dust, streaks, and encrustations. Floors will be cleaned and sanitized daily 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 as needed. Each female rest room will have at least one sanitary napkins disposal container.
7. 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.
8. All entranceways and or breezeways shall be free of obvious dirt, debris and trip hazards.
9. Sidewalks will be swept as needed as the weather permits. Outside ash containers will be emptied.
10. All recycling materials will be tidy and stored in the proper locations. Recycle bins will be emptied as needed.
11. Ceilings, air and heat diffusers and ventilation panels shall be clean and free of dust.
12. 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 Missoula Art Museum 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.

## Special Cleaning Requirements

1. Mop boards will be cleaned semi-annually or as needed to maintain a clean appearance.
2. Carpets will be bonneted to maintain a clean appearance and spot cleaned as needed.  
NOTE: The contractor will not be responsible for carpet spots, stains, and smears that cannot be removed by standard commercial vacuuming and spot removal practices. The contractor will not be responsible for carpet that is worn excessively or pulled loose from floor.
3. All horizontal and vertical surfaces less than 70 inches high will be free of obvious dust.  
NOTE: This service does not apply to surfaces made inaccessible by office machinery, art, computers, electronic devices, tenant work materials, and personal property. This service does not provide restorative measures to wood and metal surfaces requiring attention beyond commercial cleaning practices. This service does not apply to surfaces above 70 inches.
4. Surfaces that can be safely reached above 70 inches will be dusted annually. This does not include light fixtures.
5. All trash containers will be damp wiped with a disinfectant on a semi-annual basis.
6. All HVAC vents and ventilation panels will be vacuumed and or damp wiped on a semi-annual basis.
7. All galleries in use will be dust mopped and have the black marks removed to maintain a clean appearance. The gallery floor will be cleaned with a hard floor cleaner.
8. The Classroom Floor will be detail cleaned and scrubbed annually.
9. M.A.M. will provide O.R.I. with schedules of meetings and events at least one week prior to the meeting to enable O.R.I. to schedule maintenance activities to the corresponding the events.
10. M.A.M. will provide a storage area for O.R.I equipment and supplies. O.R.I will supply the M.A.M. with keys to the dedicated storage area. M.A.M. will provide water and electricity to the O.R.I. staff as needed. O.R.I. will be responsible for cleaning and maintaining the dedicated storage area.
11. O.R.I. shall ensure that no cleaning activities occur during or interfere with daily public service or special presentation activities in the Missoula Art Museum.

**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. Exterior Window Cleaning
4. Snow and Ice Removal

#### **IV. FORMAL MONTHLY INSPECTION SYSTEM**

It is the responsibility of O.R.I. or its designee to divide M.A.M. 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 M.A.M. Office Manager or his or her designee.

Work area inspections shall be conducted monthly thus guaranteeing that each of the work areas identified receive no less than twelve (12) inspections each year.

The basis of the inspection shall be compliance with the specifications as stated above within the legal contract for janitorial services.

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.

In the event deficiencies are identified on the monthly inspection, the supervisor and employee shall correct such deficiencies immediately or at a time agreed to by the M.A.M. Office Manager or his/her designee. Upon completion of correcting any deficiencies, the supervisor shall note the correction, date, sign, and return a copy of the form to O.R.I. or its designee.

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.

Copies of all inspections shall be maintained by O.R.I. or its designee.

O.R.I. or its designee shall annually provide the M.A.M. with a current list containing names, positions and phone numbers of all relevant contact persons.

#### **V. PAYMENT FOR SERVICES**

**O.R.I. agrees to invoice (bill) the City of Missoula monthly for M.A.M. as follows:**

**Contract year, July 1<sup>st</sup>, 2014 through June 30, 2015 \$2207.54 per month for an annual total not to exceed \$26490.48 for this year of professional janitorial services at 335 North Pattee.**

O.R.I. reserves the right to renegotiate pricing to reflect changes in the Opportunity Resources consumable cost increases greater than 10%.

The City shall make a good faith effort to pay properly presented, correct, and accurate O.R.I. invoices within 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.

## **VI. 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.

## **VII. 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.

## **VIII. 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.

## **IX. 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.

## **X. 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. 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.

#### **XI. 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.

#### **XII. 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.

#### **XIII. MONTANA PREVAILING WAGE**

MCA 18-2-403 MCA allows for statutory exemption to the Prevailing Wage requirements for entities such as sheltered work shop work supervision programs. O.R.I. meets the "sheltered workshop" entitlement.

#### **XIV. MONTANA PURCHASING AND BIDDING REQUIREMENTS**

MCA 18-5-103 MCA ENTITLED "procurement requirements" allows for statutory exemption to the purchasing requirements for entities such as sheltered work shop work supervision programs. ORI meets the "sheltered workshop" entitlement.

#### **XV. ARBITRATION**

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

#### **XVI. 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.

**XVII. TERM OF AGREEMENT**

This Agreement shall be in force and effect from July 1, 2014 through June 30<sup>th</sup>, 2015 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 \_\_\_\_\_, 20\_\_\_\_, 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 qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

**AFFIRMATIVE 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 Affirmative Action Plan, and Title 49 Montana Codes 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 or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all 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 human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be 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 vendors comply with this policy. Failure of subcontractors and vendors 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, 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:**

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**Any additional comments or notes regarding these issues:**