

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: October 10, 2022
Item No.: 10.e

Department Approval



City Manager Approval



Item Description: Approve Janitorial Services Contract with Linn Building Maintenance

BACKGROUND

The City of Roseville’s contract for janitorial services for City facilities expired September 23, 2022. The current service provider is Linn Building Maintenance, Inc., a Roseville company. For the past 10 plus years, Linn has provided janitorial services for City facilities including City Hall Offices/Police Department, Fire Station, Harriet Alexander Nature Center, Skating Center, Public Works Building, and the License Center/Passport area. The current cost for cleaning these facilities is \$9,854 per month.

Based on previous bids and the longstanding relationship and quality of service Linn has provided, staff is recommending that Council approve a three-year extension of the Janitorial Services Contract. Due to additional requested service hours, additional spaces, wage increases and other inflationary factors, the new cost per month is \$14,371 per month. The monthly rate would increase by 3% each year.

This price is still lower than the second lowest bid received when we last went out for proposals in 2019. Again, given Linn’s quality of service and their long-time employees being dedicated to the Roseville facilities, staff recommends the extension of this contract for three additional years.

FINANCIAL IMPACTS

The total annual cost of \$172,452 will be split amongst the operating budgets for City Hall Facilities, Fire, License Center, and various budgets within Parks and Recreation.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Janitorial Services Contract with Linn Building Maintenance, Inc.

REQUESTED COUNCIL ACTION

Motion to approve the Janitorial Services Contract with Linn Building Maintenance, Inc.

Prepared by: Marc Culver, Public Works Director

Attachment: A: Proposed Contract

Janitorial Service Contract

AGREEMENT, by and between **Linn Building Maintenance, INC.** (“CONTRACTOR”), and City of Roseville (“CLIENT”) shall be effective October 11, 2022 and remain in full force and effect until December 31, 2025.

PURPOSE OF AGREEMENT

The purpose of this agreement is to state the terms and conditions under which CONTRACTOR will provide janitorial and building maintenance services for the specific facilities of the City of Roseville.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Services to be Performed

1. CONTRACTOR agrees to perform the janitorial and building maintenance services for CLIENT, in accordance with the Exhibit A: City of Roseville Cleaning Schedule, attached hereto and incorporated into the Agreement.

Compliance with Applicable Statutes, Ordinances & Regulations

2. In performing the services required of it under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, County and City statutes, ordinances and regulations. If such compliance is impossible for reasons beyond its control, CONTRACTOR shall immediately notify CLIENT of that fact and the reasons therefore.

Insurance & Bond

3. CONTRACTOR will carry complete and adequate Worker’s Compensation, Public Liability and Property Damage Insurance. All of its employees shall at all times, at the expense of CONTRACTOR be covered by a blanket fidelity bond. CONTRACTOR shall produce copies of all such insurance policies upon request of the CLIENT.

4. CONTRACTOR carries the following policies:

<u>COVERAGE</u>	<u>LIMITS</u>
Workers Compensation	State Requirements
General Liability	\$1,000,000
Auto & Truck	\$1,000,000
Umbrella	\$5,000,000
Fidelity Bond	\$ 100,000

HOLD HARMLESS

CONTRACTOR agrees and hereby undertakes to indemnify, defend and save harmless CLIENT, its directors, officers, employees and agents from and against any and all liability, damages, claims or suits suffered by CLIENT or its directors, officers, employees and agents on account of any injury to (personal or otherwise) or death of any persons or damages to or loss of property received or sustained by any person or persons including CLIENT, its directors, officers,

employees and agents directly arising out of or resulting from the furnishing of services pursuant to the Agreement, unless directly arising out of or resulting from the negligence or willful misconduct of CLIENT its directors, officers, employees and agents.

CLIENT agrees that it will give CONTRACTOR notice in writing within 30 days of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise affects or might affect the CONTRACTOR and CONTRACTOR shall have the right to participate in the defense of the same to the extent of its own interest.

Compensation

5. CLIENT shall pay CONTRACTOR at the rate of \$14,371 per month for the services herein agreed to be performed. The rate shall increase 3% per year for the subsequent years resulting in the following monthly rates:

January 1, 2024 – December 31, 2024 \$14,802.13

January 1, 2025 – December 31, 2025 \$15,246.19

CONTRACTOR will send an invoice to CLIENT at the beginning of each month and CLIENT shall make payment within (30) days of the billing date. The rates for service may not change at any time in the event of an increase or decrease in the Union Wage Scale or other legislated benefits, such as Social Security or Worker's Compensation, the monthly service charge detailed above will be the payment.

(b) Extra work as requested by CLIENT will be billed at a fixed fee or on a time and material basis negotiated at time of request of extra work. Invoices for such extra work shall be payable within (30) days of invoice date.

Miscellaneous Provisions

6. (a) Minnesota Law to Apply: The Agreement shall be construed under and in accordance with the laws of the State of Minnesota.

(b) Parties Bound: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In the event CLIENT issues a Purchase Order or other similar document in connection with the service to be provided in accordance with this Agreement, and is acknowledged by CONTRACTOR the terms and conditions of this Agreement shall be controlling unless mutually agreed to by both parties.

(c) This Agreement may be amended absent the mutual written consent of the parties.

(d) Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

(f) Relationship of the Parties: It is expressly understood that the relationship between CONTRACTOR and CLIENT is that of an independent contractor. There is no employer/employee relationship between the employees of CONTRACTOR and CLIENT.

(g) Right of Corrective Action: In the event CLIENT believes the service provided does not conform with the terms or standards contained in the contract, CLIENT will notify CONTRACTOR in writing. If within thirty days CONTRACTOR has not resolved contract or service problem either party may terminate Agreement by giving (30) thirty days written notice.

All notices required under this Agreement shall be sent by Registered Mail to:

To: CLIENT
City of Roseville
Attn: Public Works Director
2660 Civic Center Drive
Roseville, MN 55113

To: CONTRACTOR
Linn Building Maintenance
Attn: Vice President
1899 Rice Street
Roseville, MN 55113

Executed at:

<p>LINN BUILDING MAINTENANCE 1899 Rice Street Roseville, MN 55113</p> <p>By: _____ Date: _____</p> <p>Jeff Kissell Title: Vice President</p>	<p>CITY OF ROSEVILLE 2660 Civic Center Drive Roseville, MN 55113</p> <p>By: _____ Date: _____</p> <p>Patrick Trudgeon Title: City Manager</p> <p>_____ Dan Roe Title: City of Roseville Mayor</p>
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