

JANITORIAL SERVICES CONTRACT

THIS AGREEMENT, by and between Weber County, hereinafter "County," and Ascent Crew LLC, hereinafter "Contractor," takes effect on the date it is signed by the last party to sign. For purposes of this Agreement, the address of the County is 2380 Washington Blvd., Ogden, Utah 84401, and the address of Contractor is PO Box 427, Ogden, Utah 84402.

FOR AND IN CONSIDERATION of the promises below, the parties agree as follows:

SECTION ONE SCOPE OF SERVICES

- 1.1 Contractor agrees to perform janitorial and maintenance work for the Weber Center building, located at 2380 Washington Blvd., Ogden, Utah (the "Building").
- 1.2 The particular work and services to be performed by Contractor are set forth in the schedule of work operations in Exhibit A, which is attached hereto and by this reference made a part of this contract.
- 1.3 All work shall be performed by Contractor in a good and workmanlike manner. Contractor shall perform and participate in regular and systematic ratings inspections as stated on the quality rating sheet, Exhibit B, which is attached hereto and by this reference made a part of this contract. For monthly joint inspections, the average of the county employee's score and Contractor's employee's score shall be the rating used. Contractor agrees that if, at any time, the average overall rating for the previous three monthly joint inspections is less than 3, then Contractor shall be in default, and County may give notice to Contractor that Contractor is in default and shall be subject to the provisions of Section 2 - Default/Non Performance.
- 1.4 If Contractor fails to perform work as specified in Exhibit A, or if the need for additional work arises, and the County determines that the work needs to be done immediately or the same day, and Contractor fails to do so, the County may, at its option, make the necessary corrections and deduct the reasonable cost of the corrections from the County's payment to Contractor.
- 1.5 The work hereunder shall be performed at the times specified in Exhibit A. All tools, equipment, materials, and supplies required by Contractor for the full and complete performance of work and services hereunder shall be furnished by Contractor, unless otherwise specified in this Agreement.
- 1.6 Contractor shall be on call to provide as required in a situation of emergency, services of the type contracted for hereunder at times other than those set forth in the regular schedule applicable to the work involved. In such situation, if the regular time schedules of work may be varied without significant additional cost to Contractor, the emergency work shall entail no additional charges to the County. However, repair work made necessary by reason of casualty damage, extensive construction or remodeling projects or extensive new equipment installations shall be considered extra work hereunder and shall be billed as such.

**SECTION TWO
DEFAULT/NON PERFORMANCE**

- 2.1 In the event of default by either party in the performance of any of the terms and conditions of this Agreement, the other party may give written notice of such default to the defaulting party. In the event the default is not resolved within ten days of receipt of such notice, this Agreement may be terminated immediately by the party not in default, and the party in default shall be liable for all costs, damages, and expenses resulting from the termination.

**SECTION THREE
TERM OF AGREEMENT**

- 3.1 This Agreement shall remain in force and effect until and including November 30, 2025, unless terminated earlier. The Agreement may be terminated without cause by either party through giving notice of termination in writing to the other party at least 60 days prior to the date on which the termination is to become effective. The parties may agree to up to two one-year extensions of the Agreement.

**SECTION FOUR
SECURITY**

- 4.1 Contractor shall exercise due diligence in assuring that only trustworthy and reliable persons are employed by Contractor and allowed to enter the Building, and shall review with them the rules regarding the security of County property. Contractor shall furnish the County a record of such reviews and annual follow-up reviews. In addition, Contractor shall furnish the County a personnel sheet on each employee of Contractor who enters the Building in the performance of work hereunder at least one day prior to their appearance on the job. This personnel sheet shall contain the employee's name, address, telephone number, job duties, key assignment, character references, and any other information deemed necessary by the County to assist it in safeguarding County property and operations.
- 4.2 Weber County Property Management shall give access to the County offices to Contractor. If Contractor loses any keys, Contractor shall pay all costs, if any, in re-keying of locks. Weber County Property Management shall decide if re-keying is required.

**SECTION FIVE
INDEMNIFICATION**

- 5.1 Contractor assumes full responsibility for and agrees to indemnify and save harmless the County, its agents, and its employees from and against any and all claims, losses, actions, expenses, and any other liabilities, including but not limited to costs and attorney's fees, arising out of or resulting from the performance of or failure to perform the work and services contracted for hereunder, except to the extent the liability is caused by the negligence of the County, its agents, or its employees. County shall give reasonable notice to Contractor of any such claim, loss, action, damage, expense, or other liability. Contractor's obligation to indemnify the County is not limited or waived in any way by compliance or non-compliance with the Insurance requirements of this Agreement. Contractor will be required to indemnify the County to the fullest extent allowed by law, regardless of whether Contractor has sufficient insurance to cover this obligation.

**SECTION SIX
INSURANCE**

- 6.1 Contractor shall obtain and maintain, at Contractor's own expense during the term of this Agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Certificates of such insurance issued by the insuring carrier or carriers shall be furnished to the County and shall provide thereon that ten days' prior written notice of cancellation or significant amendment of the insurance to which the certificate relates shall be given to the County. If any of the required coverage is provided on a claims-made basis, then Contractor shall maintain the policy for no less than four years after termination of this Agreement.
- 6.2 Contractor shall maintain Commercial General Liability insurance with contractual liability coverage to cover Contractor's obligations under the Indemnification section of this Agreement, with minimum combined single limits of \$2,000,000 for each occurrence and \$5,000,000 aggregate. The policy shall protect Contractor and the County from claims for damages for property damage and claims for personal injury, including accidental death, that may arise from Contractor's operations under this Agreement. The policy shall be primary and noncontributory to any other policy or coverage available to the County, whether such coverage be primary, contributing, or excess.
- 6.3 Contractor shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 for each accident.
- 6.4 Contractor shall maintain Commercial Automobile Liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, and, for property damage, \$500,000 per occurrence, or a combined single limit of \$5,000,000.
- 6.5 If not included in the Commercial General Liability policy, Contractor shall maintain crime insurance including coverage for employee dishonesty and theft. The policy must insure all officers and employees of Contractor who will be providing services under this Agreement, and it must be sufficient to cover Contractor's obligations under the Indemnification section of this Agreement.

**SECTION SEVEN
INDEPENDENT CONTRACTOR**

- 7.1 All persons employed by Contractor in the performance of services hereunder shall be under the sole and exclusive direction and control of Contractor, and for no purpose shall they be considered the employees of the County. Contractor shall be responsible for and shall promptly pay all federal, state, and local taxes chargeable or assessed with respect to Contractor's employees, including, but not by way of limitation, social security, unemployment, federal and state withholding, and other taxes.

**SECTION EIGHT
NON-DISCRIMINATION**

- 8.1 Unless exempt under the rules and regulations of the Secretary of Labor or other proper authority, this contract is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. The parties hereto shall not unlawfully discriminate in their employment practices. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder as are now in force or hereafter amended, shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

**SECTION NINE
COMPENSATION**

- 9.1 For satisfactory performance, the County shall pay Contractor as stated in this section.
- a. Labor cost: Contractor shall be paid up to \$8,125.00 per month. Payment will be based on the parts of the Building actually cleaned, as directed by the County. When the County does not require an area to be cleaned, Contractor will not receive payment for that area. The payments for the different areas that might need cleaning are as follows:
- i. Weber Center
- | | |
|---|----------------------|
| A. Basement space currently vacant: | \$500 per month |
| B. First floor space currently vacant: | \$475 per month |
| C. Second floor space currently vacant: | \$400 per month |
| D. All other areas of Weber Center: | \$6,750.00 per month |
- b. Supplies:
- i. Contractor will provide the following consumable products used by the tenants and visitors to the Building: soap, paper towels, toilet paper, toilet seat covers, and trash can liners. Contractor will bill the County for these products, and the County will reimburse Contractor for their cost.
- ii. Contractor will provide its own cleaning supplies and cleaning equipment at its own cost, without reimbursement.
- c. The County, prior to making any payment for services performed hereunder, may require Contractor to furnish satisfactory evidence that all claims for labor, materials, and supplies and other obligations arising out of this Agreement have been satisfied.

**SECTION TEN
ASSIGNMENT**

- 10.1 The rights and obligations of Contractor hereunder shall not be assigned without the prior consent in writing of the County. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Contractor shall not, without consent of the County, subcontract any portion of the work covered by this Agreement.

**SECTION ELEVEN
ENTIRE AGREEMENT**

- 11.1 This Agreement, together with Exhibits A and B attached hereto, as well as the request for bids, including specifications and Contractor's response to that request, shall constitute the entire Agreement between the parties with respect to the subject matter.
- 11.2 This Agreement supersedes all previous agreements, both oral and written, between County and Contractor relating to the subject matter hereof.

Both parties represent they have read this Agreement, understand it, and agree to be bound by all terms and conditions stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

ASCENT CREW LLC


By: STEVEN SESSIONS
Print name:

Date: 10/28/2022

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Scott K. Jenkins, Chair

Date: _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

EXHIBIT "A"
Minimum Schedule of Work

Stairs

Sweep, mop, clean mop boards, hand rails, doors and frames	daily
Spot clean walls	daily
Total cleaning of all stairwells	quarterly

Elevators

Vacuum, clean walls, button panels, hand rails, doors inside and out, and polish stainless steel	daily
Clean light fixtures	monthly
Thorough Cleaning	quarterly

Atrium

The walls, baseboards, railing, wall mounted lighting, doors, frames, and all glass partitions and doors are to be cleaned	daily
Vacuum floors	daily
Empty trash and replace trash liners	daily
All <u>Pendant mounted fluorescent chandeliers</u> located Garden level, 1 st , 2 nd , & 3 rd floors will be cleaned	monthly
Total cleaning from garden level to third floor	yearly

Vestibules & Corridors, outside entrances, ground floor thru 3rd floor

Spot clean walls, clean baseboards, frames, doors, and fixtures	daily
Clean all glass	daily
Vacuum	daily
Empty trash and replace liners	daily
All <u>Pendant mounted fluorescent chandeliers</u>	monthly
Total cleaning from garden level to third floor	yearly

Offices - Open Office areas - Reception areas - Work areas

Work Rooms - Other working areas

Clean all counter tops, counters, desk tops, work tables, other furniture, file cabinets, and other equipment	daily
Clean all glass, doors, frames and spot clean walls	daily
Vacuum all areas and clean mop boards	daily
Dump trash and replace liners as needed	daily
Total clean all areas	yearly

Vending Room and Break Rooms

Spot clean walls - clean and sanitize all surfaces counter tops, cabinets, tables, chairs, equipment, vending machines, mop boards and tile floors. (Note - seal and wax floors as to manufacturer's recommendations)	daily
Dump trash and replace liners as needed	daily
Check and stock dispenser supplies as needed	daily
Total clean all areas	yearly

Non-Carpeted Floor Maintenance

Wet mop and spot scrub to remove all black marks	daily
Re-wax to restore shine	weekly
Polish with floor machine	weekly
Strip off old wax/re-wax	2x a year
Seal	quarterly
Clean base boards	daily
Sweep all non-carpeted flooring	daily
(As to manufacturer's recommendations)	

Rugs and Carpeting

Vacuuming	daily
Clean and remove any stains (as to manufacturer's recommendations)	as they occur

Doors

Doors are to be kept clean	daily
Wood doors oiled and polished	monthly

Furniture

Check and cleaned on a daily basis as needed	daily
All stains will be cleaned as they occur (All wood furniture, fabric covered furniture, or other types of covering are to be maintained as to manufacturer's recommendations)	daily
Dust horizontal & vertical surfaces	daily
Wash glass tops	daily
Wash counter tops	daily

Restrooms, including basement showers

<u>To Include:</u>	daily
Empty and wipe out waste paper containers	
Polish all metal and mirrors	
Clean and sanitize all lavatory fixtures	
Sinks, toilet bowls, and urinals to be kept free of debris	
Wash and sanitize underside and tops of toilet seats	
Wipe down ceramic tile walls and toilet compartment partitions	
Wipe down walls and around lavatories	
Mop and sanitize all lavatory floors	
Clean all glass and entrance doors, partitions	
Insure soap dispensers are working and full	
Stock all dispenser supplies	
Empty trash and replace trash liners	daily
Total Cleaning	yearly
Scrub and clean tile walls, baseboards, floors	quarterly
(All tile surfaces, walls, and floors are to be cleaned as to manufacturer's recommendations only)	

Glass

Clean main entrance doors and glass inside and out	daily
Clean glass in doors and partitions	daily
Clean and polish glass walls	daily

Accessories

Empty waste baskets	daily
Empty trash cans	daily
Wash waste baskets	as needed
Change waste basket liners	daily
Clean and Polish drinking fountains	daily
Dust blinds (if any)	monthly
Mop plastic chair guards at each desk	monthly

Supplies and Equipment

Contractor will be required to supply all of its own cleaning equipment and cleaning supplies at its own expense. Contractor will provide all needed paper products, soap products, and trash can liners for tenant and public use and will be reimbursed by the County for these consumable products:

- Trash Can Liners: Use product being supplied now or equivalent.
- Hand Soap: Use product being supplied now or equivalent.
- Paper Products: Toilet Tissue - use product being supplied now or equivalent.
Paper Towels - use product being supplied now or equivalent.
Seat covers - use product being supplied now or equivalent.

EXHIBIT "B"
Rating of Work Performed

Rating sheet to be completed weekly by Contract Supervisor, except that once a month, the Contract Supervisor and County's Property Management Facilities Supervisor or designee shall conduct a joint inspection.

Rating one (1) being the lowest and (5) being the highest.

Stairs

Sweep, mop, clean mop boards, hand rails, doors and frames	1	2	3	4	5
Spot clean walls	1	2	3	4	5
Total cleaning of all stairwells	1	2	3	4	5

Elevators

Vacuum, clean walls, button panels, hand rails, doors inside and out, and polish stainless steel	1	2	3	4	5
Clean light fixtures	1	2	3	4	5
Thorough Cleaning	1	2	3	4	5

Atrium

The walls, baseboards, railing, wall mounted lighting, doors, frames, and all glass partitions and doors are to be cleaned	1	2	3	4	5
Vacuum floors	1	2	3	4	5
Empty trash and replace trash liners	1	2	3	4	5
All <u>Pendant mounted fluorescent chandeliers</u> located Garden level, 1 st , 2 nd , & 3 rd floors will be cleaned	1	2	3	4	5
Total cleaning from garden level to third floor	1	2	3	4	5

Vestibules & Corridors, outside entrances, ground floor thru 3rd floor

Spot clean walls, clean baseboards, frames, doors, and fixtures	1	2	3	4	5
Clean all glass	1	2	3	4	5
Vacuum	1	2	3	4	5
Empty trash and replace liners	1	2	3	4	5
All <u>Pendant mounted fluorescent chandeliers</u>	1	2	3	4	5
Total cleaning from garden level to third floor	1	2	3	4	5

Offices - Open Office areas - Reception areas - Work areas
Work Rooms - Other working areas

Clean all counter tops, counters, desk tops, work tables, other furniture, file cabinets, and other equipment	1	2	3	4	5
Clean all glass, doors, frames and spot clean walls	1	2	3	4	5
Vacuum all areas and clean mop boards	1	2	3	4	5
Dump trash and replace liners as needed	1	2	3	4	5
Total clean all areas	1	2	3	4	5

Vending Room and Break Rooms

Spot clean walls - clean and sanitize all surfaces counter tops, cabinets, tables, chairs, equipment, vending machines, mop boards and tile floors. (Note - seal and wax floors as to manufacturer's recommendations)	1	2	3	4	5
Dump trash and replace liners as needed	1	2	3	4	5
Check and stock dispenser supplies as needed	1	2	3	4	5
Total clean all areas	1	2	3	4	5

Non-Carpeted Floor Maintenance

Wet mop and spot scrub to remove all black marks	1	2	3	4	5
Re-wax to restore shine	1	2	3	4	5
Polish with floor machine	1	2	3	4	5
Strip off old wax/re-wax	1	2	3	4	5
Seal	1	2	3	4	5
Clean base boards	1	2	3	4	5
Sweep all non-carpeted flooring (As to manufacturer's recommendations)	1	2	3	4	5

Rugs and Carpeting

Vacuuming	1	2	3	4	5
Clean and remove any stains (as to manufacturer's recommendations)	1	2	3	4	5

Doors

Doors are to be kept clean	1	2	3	4	5
Wood doors oiled and polished	1	2	3	4	5

Furniture

Check and cleaned on a daily basis as needed	1	2	3	4	5
All stains will be cleaned as they occur (All wood furniture, fabric covered furniture, or other types of covering are to be maintained as to manufacturer's recommendations)	1	2	3	4	5
Dust horizontal surfaces	1	2	3	4	5
Dust vertical surfaces	1	2	3	4	5
Wash glass tops	1	2	3	4	5
Wash counter tops	1	2	3	4	5

Restrooms, including basement showers

<u>To Include:</u>	1	2	3	4	5
Empty and wipe out waste paper containers					
Polish all metal and mirrors					
Clean and sanitize all lavatory fixtures					
Sinks, toilet bowls, and urinals to be kept free of debris					
Wash and sanitize underside and tops of toilet seats					
Wipe down ceramic tile walls and toilet compartment partitions					
Wipe down walls and around lavatories					
Mop and sanitize all lavatory floors					
Clean all glass and entrance doors, partitions					
Insure soap dispensers are working and full					
Stock all dispenser supplies					
Empty trash and replace trash liners	1	2	3	4	5
Total Cleaning	1	2	3	4	5
Scrub and clean tile walls, baseboards, floors (All tile surfaces, walls, and floors are to be cleaned as to manufacturer's recommendations only)	1	2	3	4	5

Glass

Clean main entrance doors and glass inside and out	1	2	3	4	5
Clean glass in doors and partitions	1	2	3	4	5
Clean and polish glass walls	1	2	3	4	5

Accessories

Empty waste baskets	1	2	3	4	5
Empty trash cans	1	2	3	4	5
Wash waste baskets	1	2	3	4	5
Change waste basket liners	1	2	3	4	5
Clean and Polish drinking fountains	1	2	3	4	5
Dust blinds (if any)	1	2	3	4	5
Mop plastic chair guards at each desk	1	2	3	4	5