SHAKOPEE
PUBLIC WORKS DEPARTMENT

CITY OF SHAKOPEE

CONTRACT FOR CLEANING SERVICES - PARK BUILDINGS

2019-2020

Bill Mars, Mayor

Members of Council
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Matt Lehman
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Bill Reynolds, City Administrator
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TBD, Superintendent
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City of Shakopee Contract for Cleaning Services - Park Buildings
April 1, 2019 through March 31, 2020

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City of Shakopee Contract for Cleaning Services - Park Buildings
April 1, 2019 through March 31, 2020

This contract is entered into as of April 1, 2019 and ends March 31, 2020 by and between the City of Shakopee ("City") and Treasure Enterprises, Incorporated ("Contractor" or "Treasure Enterprises, Inc.").

Now, therefore, in consideration of the promises and mutual obligation contained in this agreement, the parties covenant and agree as follows:

I. DEFINITIONS

Words, phrases, or other expressions used in these contract documents shall have meanings as follows:

1.1 "Administrator" shall mean the City Administrator of the City of Shakopee, Minnesota or his/her duly authorized representative.

1.2 "City" shall mean the City of Shakopee, Minnesota a municipal corporation, acting through its duly appointed officers, employees, agents and representatives.

1.3 "City Council" shall mean the City Council of the City of Shakopee, Minnesota.

1.4 "Code of Ordinances" shall mean the City of Shakopee Code of Ordinances.

1.5 "Contractor" means Treasure Enterprises, Incorporated and its duly authorized representatives.

1.6 "Date of Contract," or equivalent words, shall mean the date written in the first paragraph of the Contract Agreement.

1.7 "Day" or "days," unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

1.8 "Finance Director" shall mean the Director of Finance of the City of Shakopee, Minnesota.

1.9 "Subcontractor" shall mean and refer only to a corporation, partnership, firm or individual having a direct contract with the Contractor for performing work in connection with this contract.

II. GENERAL CONDITIONS

2.1 CONTRACTOR'S OBLIGATIONS:

A. In strict accordance with the terms of this Contract (including the General and Special Conditions and Specifications below) and at its sole cost and expense, the Contractor shall provide all of the labor, materials, necessary tools, expendable equipment, supplies, vehicles, transportation services, required to perform and complete the janitorial duties of the contract.

B. Attachments A, B, C, D will have the working details of the cleaning obligations.

2.2 TERM OF CONTRACT:

A. This contract shall become effective on the 1st day of April, 2019 and shall remain in full force and effect through March 31, 2020.

B. At the expiration of the initial contract term, the City, at its sole discretion, may extend the contract for up to one (1) year each at the proposal price for the option years by delivering written notice of its intent to extend delivery to Contractor at least two (2) months prior to the expiration date of this contract. The proposal price for the option years shall be, at minimum, the proposal price for 2019 adjusted by the percentage increase in the consumer price index for all urban areas (CPI-U) from February 2018 to February 2019.

2.3 PAYMENT:

A. After service is complete, the Contractor will bill the City monthly for the services included in this contract in accordance with the charges set forth in Attachment C to this agreement.

2.4 CONTRACTOR'S ACCIDENT PREVENTION:

A. The Contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

B. The Contractor shall exercise precaution at all times to protect the safety of persons and property.

C. The Contractor shall immediately notify the City of any accident of any kind, which involves the general public or private or public property, which occurs during the performance of this Agreement.

D. Upon City's request, the Contractor shall provide the City with a written report within forty-eight (48) hours including the details of any such accident.

2.5 DAMAGE TO PROPERTY:

A. The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement.

B. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage.

C. If the Contractor fails to address the repair or replacement damaged property in within forty-eight (48), the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City's for any of its reasonably incurred expenses.

D. The Contractor shall reimburse and/or provide evidence of an insurance claim, the City for any such expenses within ten (10) days of receipt of the City's invoice.

2.6 INSPECTION:

A. The City may appoint such Inspectors as it deems proper to inspect the work performed and Contractor's facilities for compliance with the contract documents. The Contractor shall furnish all reasonable assistance required by the Inspectors for the proper inspection of the work.

B. Inspectors and other authorized representatives of the City shall be free at all times to perform their duties. Any attempted intimidation of one of them by the Contractor or his/her employees shall be sufficient reason, if the City so decides, to terminate the contract.

C. Such inspection shall not relieve the Contractor from any obligation to perform the work strictly in accordance with the contract.

2.7 COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS:

A. The Contractor shall be familiar with, observe and comply with all ordinances, laws, and regulations which in any manner affect those engaged or employed in the work, or the materials, facilities or equipment used in the proposed work, or which in any way affect

the conduct of the work, and shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on any violation of same.

B. If the Contractor shall discover any provision in the specifications or the contract, which is contrary to or inconsistent with any law, ordinance or regulation, he/she shall forthwith report it to the Administrator in writing.

C. Amendments to existing regulatory laws and ordinances and enactment of new laws and ordinances shall not serve as justification for the Contractor to terminate his/her obligations hereunder, unless said amendments make the completion of this contract impossible.

2.8 TAXES, LICENSES AND PERMITS:

A. The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or Contractor in connection with the Contractor's facilities and the work included in this contract and shall obtain, maintain and pay for all licenses, permits, certificates of authority, and inspections required for the work during the term of the Contract.

2.9 INDEPENDENT CONTRACTOR:

A. The Contractor shall be responsible for the complete supervision and control of his/her Subcontractors. Notice to the Contractor shall be considered notice to the Subcontractors.

B. The Contractor is, and shall remain for all purposes, an independent contractor, and its officers, employees, agents, or consultants shall not be deemed employees of the City, nor shall they be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the City.

C. The Contractor shall be solely responsible for any salaries, wages, benefits, fees or other compensation, which it may obligate itself to pay to any of its employees or consultants.

D. Contractor agrees that during the term of this contract, or any extension of it, Contractor shall not assign, sell, or otherwise transfer more than 10% of: (a) its stock or other beneficial ownership interest; (b) voting rights; or (c) assets, to any person or party other than a member of the immediate family of an existing shareholder. A breach of this contract and the City may immediately terminate the contract.

2.10 ASSIGNMENT AND SUBCONTRACTING:

A. The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of the Administrator, nor shall he/she assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this contract, nor claim for any money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the consent of the City Council.

B. In case the Contractor is permitted to assign moneys due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered and materials supplied for the performance of the work and to any claims of the City arising out of or under this contract.

C. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him/her, his/her subcontract should be immediately terminated by the Contractor upon written notice from the City. The Contractor shall be as fully responsible and accountable to the City for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as he/she is for the acts and omissions of persons directly employed by him.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City. The Contractor and his/her Surety alone shall be held responsible for the full and faithful performance of this contract.

2.11 GENERAL INDEMNIFICATION:

A. The Contractor shall indemnify, keep and save harmless the City and its respective officers, agents and employees against all suits or claims that may be based upon any injury or damage to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the Contractor, or as a result of the performance of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his/her employees, or his/her subcontractors or his/her or their agents or in connection with any claim based on lawful demands of subcontractor, work person, suppliers; and whether or not the persons injured or whose property was damaged were third parties, employees or the Contractor or employees of an authorized subcontractor; and the Contractor shall at his/her own expense defend the City in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers,

agents or employees.

B. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished supplies under this contract, for which the City may become liable under the laws of the State of Minnesota, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount may be retained from money due the Contractor which will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

2.12 INSURANCE:

A. The Contractor (or City-Approved subcontractor) shall furnish prior to commencement of any work under this Contract certificate(s) of insurance providing insurance coverage as follows:

(1) Workers' Compensation Insurance - Covering all persons engaged in work under this Contract to the full statutory limits stipulated in the Minnesota Workmen's Compensation Law.

(2) Commercial Liability Insurance - Including premises and operations and including products/completed operations with the following minimum limits:
Bodily Injury & Property Damage $1,000,000/each occurrence

(3) Commercial Vehicle Liability Insurance - Including owned, non-owned and hired motor vehicles.
Bodily Injury & Property Damage $2,000,000/each occurrence

The above requirements should not be interpreted to limit the liability of the Contractor under this Contract.

B. All insurers shall be either licensed or authorized to do business in the State of Minnesota.

C. This coverage shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. The City of Shakopee, its agents and employees shall be included as additionally insured with respect to all liability policies herein.

D. A thirty (30) day cancellation clause with notice to the City of Shakopee shall be included; words modifying the cancellation clause such as "endeavor to" provide notice will be

unacceptable and must be stricken.

E. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the Contract.

2.13 DEFAULT AND TERMINATION:

A. If the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned by him/her without the written consent of the City Council; or if the Contractor voluntarily files for bankruptcy or is adjudged bankrupt; or if a general assignment of his/her assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor or any of his/her property; or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed or that the Contractor is violating any of the conditions of this contract, or that he/she is executing the same in bad faith or otherwise not in accordance with the terms of said contract, then the City may serve written notice upon the Contractor and his/her Surety of the City's intention to terminate this contract.

B. Unless within ten (10) days after the serving of such notice by certified mail, a satisfactory arrangement is made for continuance, this contract shall terminate and the City may take over and prosecute the work to completion, by contract or otherwise.

C. In the event of default or nonperformance on the part of the Contractor, the Contractor and its Surety shall be liable to the City for all excess cost sustained by the City by reason of the City. In the event the City complete the contract at a lesser cost than would have been payable to the Contractor under the contract, if the same had been fulfilled by said Contractor, then the City shall retain such difference. Should such costs to the City be greater, the Contractor and its Surety shall be liable for any pay the amount of such excess to the City.

D. In the event of Contractor's default under the terms of this contract, all payments due to the Contractor shall be retained by the City and applied to the completion of the contract and to damages suffered and expense incurred by the City by reason of such default, unless the Surety on the performance bond shall assume the contract, in which event all payments remaining due the Contractor at the time of default, less amounts due the City from the Contractor and less all sums due the City for damages suffered and expense incurred by reason of such default shall be due and payable to such Surety. Thereafter, such Surety shall receive monthly payments equal to those that would have been paid the Contractor had such Contractor continued to perform the contract.

E. If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the contractor/vendor shall be liable to the City for any excess costs for similar supplies and services, unless the contractor/vendor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

F. The City may release any building or facility listed on Attachment C from the contract by providing the Contractor with a minimum of 14 days advance written notice. Upon release of any such building or facility, the City will no longer be obligated to make payment to the Contractor for that building or facility.

2.14 FORCE MAJEURE:

A. Whenever a period of time is provided for in this Agreement for either the City or the Contractor are to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, but not strike or lockout.

B. The time period for the performance in question shall be extended for only the actual amount of time said party is so delayed.

2.15 PENALTIES:

A. The Administrator and his/her designee shall notify the Contractor for each violation of the Contract, reported to or discovered by him/her or the City. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify in writing the City of its disposition within twenty-four (24) hours after receipt of complaint.

B. The first failure to properly perform any item of work will result in written notification to the contractor by the City Administrator and/or his/her designee. The second failure to properly perform any item of work will result in a penalty to the contractor. The City will reduce the amount of the penalty from the amount owed as payment to the contractor.

C. The penalty amounts will be as follows:

1) Failure to complete any daily task ----------$55.00 each incident. Each location is considered one incident.

2.16 NOTICES:

A. Any notice or demand required or permitted to be given or made there under shall be sufficiently given or made by facsimile, e-mail, messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

City of Shakopee Public Works 400 Gorman Street Shakopee, MN 55379	Treasure Enterprises, Inc. Fidelis Odeh, President PO Box 581212 Minneapolis, MN 55458

B. Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party.

C. Notice delivered by messenger, overnight delivery, facsimile, or e-mail shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

2.17 SEVERABILITY:

A. If any of the provisions of this Contract are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Contract as a whole or of any section, subsection, sentence or clause not adjudged to be invalid so long as the material purposes of this Contract can be determined and effectuated.

2.18 GOVERNING LAW AND VENUE:

A. This Contract shall be governed by the laws of the State of Minnesota.

B. Venue for any action taken by either the City or the Contractor, whether in law or in equity, to enforce the terms of this Contract shall be in the District Court of the Judicial District, Scott County, Minnesota, and the Contractor hereby waives whatever rights it may have in the selection of venue.

2.19 RIGHT TO REQUIRE PERFORMANCE:

A. The City's failure at any time to require performance by the Contractor of any of the specifications in this Contract shall in no way affect the right of the City thereafter to enforce it.

B. No waiver by the City of any breach of specifications in this Contract shall be taken or held

to be a waiver of any succeeding breach of such specifications in this Contract, nor shall such a waiver of a single breach be taken or held to be a waiver of any specification itself.

2.20 OPTION TO CHANGE SERVICE; AMENDMENTS:

A. The City shall have the option to change the service provided during the term of this Contract, including, without limitation, changing the types of cleaning materials and equipment used, times and/or days of service, and number and/or location of city facilities.

B. The City shall exercise such option by serving written notice to the Contractor at its designated place of business at least ten (10) days before the date such service change is contemplated to begin.

C. Immediately after written notice is served, the parties shall enter into good faith negotiations concerning the terms, frequency, and the details of pricing the services that are provided.

D. Any modification or amendments to this Agreement shall be in writing and shall be signed by the parties.

III. SPECIAL CONDITIONS

3.1 CUSTOMER SERVICE

A. The Contractor shall establish and maintain a local phone number to which City personnel may call or send inquiries and complaints, and from which City personnel may receive information and instructions.

B. The Contractor shall provide the Administrator with information concerning the location, telephone number(s) and mailing addresses of the customer service office established above, and any other facility that will be used in the provision of services under this Contract.

C. The Contractor shall provide the Administrator with information concerning the Contractor's designated person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such persons shall be available to discuss, and if necessary meet with City personnel to resolve problems.

D. The Contractor shall provide the City with at least one telephone number and email address, which may be used by City personnel to communicate with the Contractor after

regular business hours or during an emergency.

E. The Contractor shall equip such office with a sufficient number of telephones and personnel to accommodate inquiries.

F. Except as otherwise directed by the City, contractor customer service shall be available at least between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except during holidays.

G. In addition, the Contractor will communicate by email with City staff on a quarterly basis in order to discuss the performance of duties carried out by the contractor according to the cleaning services specifications.

3.2 EMPLOYEES AND CONDUCT:

A. The Contractor shall use care and diligence in the performance of this Agreement and shall perform all janitorial services required by this Agreement in a neat, orderly, and efficient manner.

B. The Contractor shall provide neat, orderly, and courteous personnel for its services and shall provide courteous and knowledgeable personnel for its customer service office.

C. The Contractor shall prohibit its employees from drinking alcoholic beverages or using any controlled substance, except pursuant to a doctor's prescription, while on duty, or in the course of performing their duties under this Agreement.

D. If the City determines that any of the Contractor's employees is unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from work within the City and furnish a suitable and competent replacement employee.

E. All of the Contractor's employees working within the City shall be required to wear a shirt with their company name and an "Authorized City Contractor" identification badge with a picture that clearly indicates that the Contractor employs the employee. The Contractor will provide the shirt and the identification badge will be provided by the City.

F. All of the Contractor's vehicle operators working within the City shall carry valid state driver's licenses for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

3.3 EQUIPMENT

A. All equipment used in the performance of this Contract, shall be wholly owned by the Contractor; provided, leasing or rental agreements or conditional sales contracts may be allowed where approved by the City, in writing, prior to execution of this Contract. The equipment to be used in performance of this Contract is made part of this Contract by reference.

B. No further encumbrance shall be placed upon any of such equipment without the approval of the City, save that the Contractor may, without consent, mortgage or otherwise encumber said equipment and facilities for the purpose of enabling the Contractor to replace the same or add thereof.

ATTACHMENT A
SPECIAL PROVISIONS

GENERAL INFORMATION:

General Description of Work: Contractor shall provide all labor, supervision, insurance, equipment and cleaning materials necessary to provide general cleaning for seasonal parks:

1. Hiawatha,
2. Holmes,
3. Huber,
4. Scenic Heights,
5. Tahpah
6. Joe Schleper Stadium (at Tahpah),
7. Memorial,
8. Lions,
9. Westminster,
10. Green Meadows,
11. Riverside Fields,
12. 17th Avenue Sports Complex,
13. Southbridge Community.

Supplies: The City shall supply the following materials: All paper towels for dispensers in public and employee restrooms; all "roll-type" paper towels; plastic bags for wastebaskets; all soap for dispensers in public and employee restrooms, fresheners, and toilet paper. The contractor will supply all OSHA/EPA approved cleaning solutions, cleaning soaps, detergents, waxes, polishes, brooms, mops, rags, sponges, squeegees, buckets, mechanical polishers, buffers, vacuum cleaners, and any other item, tool or equipment needed to clean and/or sanitize the building. The awarded contractor must maintain up-to-date SDS (Safety Data Sheets) for all supplies used in each city facility.

Keys: To be returned to the Park Supervisor upon contract expiration. Final invoice will be paid upon the return of the keys.

ATTACHMENT B
HOURS OF OPERATION

Cleaning Schedule: Cleaning is to be done one (1) to seven (7) days per week, depending on the city facility. Cleaning shall be done on weekdays (Mon-Fri) before 10:00 am or after 9:00 pm and on weekends (Sat-Sun) before 7:00 am and after 7:00 pm. City staff and contractor shall discuss, determine, and record the cleaning schedule and hours of operation to ensure a good working schedule for both parties.

SPRING-SUMMER-FALL: 7 Days per Week
Begin: April 1 – 15*
End: October 15 – November 1*
Cleaning Days: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday

1) Tahpah Park
2) Joe Schleper Stadium (Tahpah)
3) Lions Park
4) Huber Park
5) Memorial Park
6) 17th Avenue Sports Complex
7) Westminster Park
8) Green Meadows Park
9) Riverside Fields Park
10) Southbridge Community Park

SPRING-SUMMER-FALL: 2 Days/Week
Begin: May 15*
End: October 15*
Cleaning Day: Mondays, Fridays

1) Hiawatha Park
2) Holmes Park
3) Scenic Heights Park

WINTER: 2 Days per Week
Begin: December 20*
End: February 20*
Cleaning Days: Mondays, Fridays

1) Westminster Park
2) Green Meadows Park
3) Riverside Fields Park
4) Scenic Heights Park
5) Southbridge Community Park

* **Dates TBD** (weather dependent - City to contact Contractor with exact dates).

City of Shakopee Contract for Cleaning Services - Park Buildings
April 1, 2019 through March 31, 2020

ATTACHMENT C
PRICES

Spring-Summer-Fall use normally starts in April and ends in mid-October. Winter use typically starts mid-December and ends mid-February.

Building Services & Prices

SPRING-SUMMER-FALL Use: April – October

Building	Location	Days/week	Price/Month	
Tahpah Park	1490 Adams St. S	7: SMTWThFS	$ 455.28	$4,270.23
Schleper Stadium (Tahpah)	1490 Adams St. S	7: SMTWThFS	$ 455.28	
Lions Park	1103 Adams St. S.	7: SMTWThFS	$ 388.08	
Huber Park	150 Fillmore St. N	7: SMTWThFS	$ 388.08	
Memorial Park	1791 Co Rd. 101 E	7: SMTWThFS	$ 388.08	
17th Ave Sports Complex	2600 17th Ave. E	7: SMTWThFS	$ 354.48	
Westminster Park	801 Valley View Rd.	7: SMTWThFS	$ 354.48	
Green Meadows Park	3100 Thrush St.	7: SMTWThFS	$ 354.48	
Riverside Fields Park	7800 Crossings Blvd.	7: SMTWThFS	$ 354.48	
Southbridge Community Park	7101 Southbridge Pkwy.	7: SMTWThFS	$ 354.48	
Hiawatha Park	625 7th Ave. E	2: MF	$ 141.02	
Holmes Park	628 4th Ave. W	2: MF	$ 141.02	
Scenic Heights Park	1195 Ruby Lane	2: MF	$ 141.02	

WINTER Use: December – February (Heated Buildings)

Building	Location	Days/week	Price/Month	
Hiawatha Park	625 7th Ave. E	2: MF	$ 191.42	$1,077.86
Holmes Park	628 4th Ave. W	2: MF	$ 161.18	
Westminster Park	801 Valley View Rd.	2: MF	$ 161.18	
Green Meadows Park	3100 Thrush St.	2: MF	$ 141.02	
Riverside Fields Park	7800 Crossings Blvd.	2: MF	$ 141.02	
Southbridge Community Park	7101 Southbridge Pkwy.	2: MF	$ 141.02	
Scenic Heights Park	1195 Ruby Ln.	2: MF	$ 141.02	

Options:

> Window Cleaning Exterior/Interior $ 4.99/sq. ft.

> Extra Cleaning/Projects/Events $ 19.00/hour

> Open/close "big" deep clean, including windows, walls, etc.: $ 85.00/location

- *(1) Tahpah Park, (2) Schleper Stadium (Tahpah), (3) Huber Park, (4) 17th Ave Sports Complex, (5) Westminster, (6) Green Meadows, (7) Riverside Fields, (8) Southbridge Community Park*

ATTACHMENT D
SPECIFICATIONS

Daily Log/Periodic Evaluations: The cleaning contractor will be required to complete a daily log of cleaning services. A cleaning log will be kept in each restroom facility. After the contract is awarded, the Park Maintenance Supervisor and the contractor will determine the logical placement of a daily logbook for each city facility.

Damages: Vandalism, damage, safety concerns shall be reported to the City.

Emergencies between the hours of 6:30am to 2:30pm Monday through Friday shall be reported immediately by phone to 952-233-9550 or 612-369-1066.

Emergencies before 6:30am and after 2:30pm shall be reported to Scott County Dispatch at 952-445-1411.

> *Examples of emergencies include situations that require immediate attention: no heat in the winter, water leaking, overflowing fixtures (toilets and sinks), extreme vandalism, fires, and any unsafe conditions.*

Non-emergency damages or vandalism shall be reported within 24-hours by email to publicworks@shakopeemn.gov.

> *Examples of non-emergencies include situations that do not require immediate attention: graffiti, missing garbage can, plugged/stopped toilet, etc.*

If building is occupied and occupants refuse to exit after you announce you are there for cleaning, please call Scott County Dispatch at 952-445-1411 and request an officer remove the occupants. You may choose to move on to clean the next building on your route. The building must be cleaned during the same shift.

Minimum Requirements: The following descriptions of cleaning services for the City of Shakopee are minimum requirements only.

Tahpah Park – 1490 Adams St S
Restrooms: 2

Seasonal: Summer-Use: April – October
Daily

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Lock all doors.

Schleper Stadium (Tahpah Park) **– 1490 Adams St S**
Restrooms: 2

Seasonal: Summer-Use: April – October
Daily

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Lock all doors.

Lions Park – 1103 Adams St S
Restrooms: 2

Seasonal: Summer-Use: April – October
Daily

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Lock all doors.

Huber Park – 150 Fillmore St N
Restrooms: 2

Seasonal: Summer-Use: April – October
Daily

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Lock all doors.

Memorial Park – 1791 Co Rd. 101 E
Restrooms: 2

Seasonal: Summer-Use: April – October
Daily

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Replace air freshener's blocks when needed.
9) Lock all doors.

17th Avenue Sports Complex – 2600 17th Ave East
Restrooms: 2

Seasonal: Summer-Use: April – October
Daily

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Clean glass windows of meeting room twice a month.
4) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
5) Sweep and damp mop resilient and hard floors with disinfectant.
6) Spot clean walls and partitions.
7) Empty and clean the interior of sanitary containers.
8) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
9) Check air fresheners and replace when needed.
10) Lock all doors.

Westminster Park – 801 Valley View Rd.
Restrooms: 2
Indoor Common Areas: 1

Seasonal: Summer-Use: April – October
Daily

Seasonal: Winter-Use: December – February
Monday, Friday

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Pick up trash (common area).
10) Sweep and mop (common area).
11) Lock all doors.

Green Meadows Park – 3100 Thrush Street
Restrooms: 2
Indoor Common Areas: 1

Seasonal: Summer-Use: April – October
Daily

Seasonal: Winter-Use: December – February
Monday, Friday

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Pick up trash (common area).
10) Sweep and mop (common area).
11) Lock all doors.

Riverside Fields Park – 7800 Crossings Blvd.
Restrooms: 2
Indoor Common Areas: 1

Seasonal: Summer-Use: April – October
Daily

Seasonal: Winter-Use: December – February
Monday, Friday

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Pick up trash (common area).
10) Sweep and mop (common area).
11) Lock all doors.

Hiawatha Park – 625 7th Avenue East
Restrooms: 2
Indoor Common Area: 1

Seasonal: Summer-Use: April – October
Mondays, Fridays

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Pick up trash (common area).
10) Sweep and mop (common area).
11) Lock all doors.

Holmes Park – 628 4th Avenue West
Restrooms: 2
Indoor Common Area: 1

Seasonal: Summer-Use: April – October
Mondays, Fridays

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits – including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Pick up trash (common area).
10) Sweep and mop (common area).
11) Lock all doors.

Scenic Heights Park – 1195 Ruby Lane
Restrooms: 2
Indoor Common Areas: 1

Seasonal: Summer-Use: April – October
Mondays, Fridays

Seasonal: Winter-Use: December – February
Monday, Friday

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Pick up trash (common area).
10) Sweep and mop (common area).
11) Lock all doors.

Southbridge Community Park – 7101 Southbridge Parkway
Restrooms: 2
Indoor Common Areas: 1

Seasonal: Summer-Use: April – October
Daily

Seasonal: Winter-Use: December – February
Monday, Friday

Additional cleaning days may be requested or deleted based on the use of facility.

1) Clean, sanitize and polish all fixtures including toilet bowls, urinals and adjacent tile, hand basins, switch plates, and door handles.
2) Clean all mirrors.
3) Empty waste receptacles and remove all trash to the garbage containers and insert liners as required.
4) Sweep and damp mop resilient and hard floors with disinfectant.
5) Spot clean walls and partitions.
6) Empty and clean the interior of sanitary containers.
7) Refill all dispensers to normal limits - including napkins, soap, tissue (to be furnished by the City) weekly or as needed.
8) Check air fresheners and replace when needed.
9) Pick up trash (common area).
10) Sweep and mop (common area).
11) Lock all doors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Approved by City Council _____ , 2019.

CITY OF SHAKOPEE

By:_____
Bill Mars, Mayor

Date:_____

By:_____
Bill Reynolds, City Administrator

Date:_____

Treasure Enterprises, Inc.

By:_____
Fidelis Odeh, President

Date:_____