



## PROFESSIONAL SERVICE CONTRACT

This contract is made and entered into between the City of Princeton, a municipal corporation ("the City") and Central MN Custodial Services LLC, a Limited Liability Corporation, hereinafter referred to as "Service Provider".

### Terms of Contract

The services outlined in this Contract shall commence on the date the contract is fully executed by both parties and shall be ongoing unless terminated with proper notice as outlined in the Termination Section. There shall be an annual review of services and fees thirty (30) days prior to the anniversary date; changes to services or fees shall be approved by the City Council.

### Services to be Provided

The Service Provider shall provide cleaning services for the following City facilities:

- City Hall
- Civic Center
- Library
- Public Safety Building (Fire and Police)
- Public Works Garage

The required level of service and the schedule to provide said service for each facility is identified in Exhibits A-E. The Service Provider shall provide an annual calendar relating to alternate dates of service in order to comply with the service provisions of this contract when a Federal Holiday coincides with a scheduled service day. Other changes in the schedule for service provision shall be communicated in writing via e-mail. Unless otherwise stated, service provision shall occur outside of business hours.

Additional services may be authorized by the City in writing. Email requests shall be considered "in writing".

### Terms of Payment/Reimbursement of Expenses and Equipment

The City shall pay the Service Provider the rates identified in Exhibits A-E. The Service Provider shall provide the City a monthly invoice detailing the hours worked including a brief description of the work provided.

Reimbursement of expenses and/or equipment outside the hourly rate must be agreed to in writing by the City and the Service Provider before the expenditure is made. For the purposes of "in writing", email agreement is sufficient.

The Service Provider shall complete the work identified on equipment provided by the City. The City will provide the following materials for the Service Provider to complete the work:

- Paper products
- Soap for dispensers
- Can liners

### **Independent Contractor Status**

- A. Service Provider is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Contract is intended or should be construed as creating the relationship of co-partners or joint ventures with the City. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Service Provider or employees of the Service Provider performing services under this Agreement.
- B. Service Provider acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Service Provider and it is Service Provider's sole obligation to comply with all federal and state tax laws.
- C. Service Provider shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Service Provider is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.

### **Indemnification and Insurance**

Any and all claims that arise or may arise against the Service Provider, its agents, servants or employees as a consequence of any act or omission on the part of the Service Provider or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the City. The Service Provider agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Service Provider's acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

It is understood and agreed that the City's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

### **Default and Cancellation**

- A. If the Service Provider fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Service Provider's default is excused by the City, the City may, upon written notice to the Service Provider's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.
- B. Unless Service Provider's default is excused under the terms of this Contract the City may recover from Service Provider such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the Contract and other damages sustained by the City by reason of delay, price changes, loss of other contracts, loss of income, inability of the City to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Service Provider.
- C. Representatives for each of the parties to this Agreement are as listed below:

**Contractor**

Rob Hallbeck, Owner  
Central MN Custodial Service  
604 South 3<sup>rd</sup> Street, Suite 152  
Princeton, MN 55371  
612/390-6258  
[cmcspro@yahoo.com](mailto:cmcspro@yahoo.com)

**City**

Michele McPherson, City Administrator  
705 2<sup>nd</sup> Street North  
Princeton, MN 55371  
763/389-2040  
[mmcpherson@princetonmn.org](mailto:mmcpherson@princetonmn.org)

- D. The City and the Service Provider agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate their effects.

**Termination**

This agreement may be terminated by either party with ninety (90) days written notice to the parties listed above.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
City

**Exhibit A: City Hall**

Cleaning schedule: Wednesday and Friday either prior to 8 am or after 5 pm.

Rate: \$35.00 per day

Tasks:

Location	Daily	Weekly
Office Area	<ul style="list-style-type: none"> <li>• Dump all garbage</li> <li>• Dust all horizontal ledges as needed</li> <li>• Wipe down coffee area</li> <li>• Wipe down conference tables, dust underneath as needed</li> <li>• Vacuum carpeted areas</li> <li>• Mop hard surface floors</li> <li>• Dry and clean Drinking Fountain using Stainless Steel Cleaner or Bar Keepers</li> </ul>	<ul style="list-style-type: none"> <li>• Edge Vacuum carpeted areas</li> <li>• Dust cobwebs in ceiling corners and behind doors</li> <li>• Dust entire chairs</li> </ul>
Lunch Room	<ul style="list-style-type: none"> <li>• Dump garbage</li> <li>• Clean counter and sink area</li> <li>• Clean table tops and chairs</li> <li>• Clean microwave inside and out</li> <li>• Vacuum or mop floors</li> </ul>	<ul style="list-style-type: none"> <li>• Scour sink</li> </ul>
Entry	<ul style="list-style-type: none"> <li>• Spot clean fingerprints on glass</li> <li>• Dust window ledges</li> <li>• Mop floors</li> </ul>	<ul style="list-style-type: none"> <li>• Clean glass on both sides of doors</li> <li>• Lift mats; sweep and mop underneath</li> </ul>
Bathrooms	<ul style="list-style-type: none"> <li>• Clean bowl of urinal/toilet; scrub extra under the rim</li> <li>• Clean outside of urinal/toilet; top to bottom and around floor edge</li> <li>• Clean/wipe down walls around urinal/toilet, handicap bars, and toilet paper dispensers</li> <li>• Clean/wipe down walls by sink and soap dispensers</li> <li>• Clean/wipe down walls under and around paper towel dispensers</li> <li>• Check all dispenser for refill and wipe down</li> <li>• Mop floor; dump water down floor drains</li> <li>• Dump garbage</li> <li>• Dump feminine product garbage in bath stalls</li> <li>• Spot clean bathroom stall walls as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Dust stall wall tops, ceiling vents, &amp; tile wall ledges.</li> </ul> <p><i>Monthly:</i></p> <ul style="list-style-type: none"> <li>• Wipe down bathroom stall walls, top to bottom</li> </ul>
Council Chambers		<ul style="list-style-type: none"> <li>• Vacuum and dust as needed prior to and after Council meetings; first, second and fourth Thursdays</li> </ul>

**Exhibit B: Civic Center**

Monthly cleaning

Rate: \$75.00

Deep cleaning as requested when renters do not clean as required.

Rate: \$160.00

### Exhibit C: Library

Cleaning schedule: Monday, Wednesday, and Friday after the facility is closed.

Rate: \$40.00 per day

Tasks:

Location	Daily	Weekly
Office Area	<ul style="list-style-type: none"> <li>• Dump all garbage</li> <li>• Dust all horizontal ledges as needed</li> <li>• Wipe down coffee area</li> <li>• Wipe down conference tables, dust underneath as needed</li> <li>• Vacuum carpeted areas</li> <li>• Mop hard surface floors</li> <li>• Dry and clean Drinking Fountain using Stainless Steel Cleaner or Bar Keepers</li> </ul>	<ul style="list-style-type: none"> <li>• Edge Vacuum carpeted areas</li> <li>• Dust cobwebs in ceiling corners and behind doors</li> <li>• Dust entire chairs</li> </ul>
Lunch Room	<ul style="list-style-type: none"> <li>• Dump garbage</li> <li>• Clean counter and sink area</li> <li>• Clean table tops and chairs</li> <li>• Clean microwave inside and out</li> <li>• Vacuum or mop floors</li> </ul>	<ul style="list-style-type: none"> <li>• Scour sink</li> </ul>
Entry	<ul style="list-style-type: none"> <li>• Spot clean fingerprints on glass</li> <li>• Dust window ledges</li> <li>• Mop floors</li> <li>• Vacuum as needed based on outside conditions</li> </ul>	<ul style="list-style-type: none"> <li>• Clean glass on both sides of doors</li> <li>• Lift mats; sweep and mop underneath</li> </ul>
Bathrooms	<ul style="list-style-type: none"> <li>• Clean bowl of urinal/toilet; scrub extra under the rim</li> <li>• Clean outside of urinal/toilet; top to bottom and around floor edge</li> <li>• Clean/wipe down walls around urinal/toilet, handicap bars, and toilet paper dispensers</li> <li>• Clean/wipe down walls by sink and soap dispensers</li> <li>• Clean/wipe down walls under and around paper towel dispensers</li> <li>• Check all dispenser for refill and wipe down</li> <li>• Mop floor; dump water down floor drains</li> <li>• Dump garbage</li> <li>• Dump feminine product garbage in bath stalls</li> <li>• Spot clean bathroom stall walls as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Dust stall wall tops, ceiling vents, &amp; tile wall ledges.</li> </ul> <p><i>Monthly:</i></p> <ul style="list-style-type: none"> <li>• Wipe down bathroom stall walls, top to bottom</li> </ul>
Community Room	<ul style="list-style-type: none"> <li>• When scheduled, empty garbage, wipe down tables, counters, bathrooms</li> </ul>	<ul style="list-style-type: none"> <li>• When scheduled, vacuum</li> </ul>

**Exhibit D: Public Safety Building (Fire/Police)**

Cleaning Schedule: Wednesday and Friday, Police; Friday, Fire

Rate: \$60.00 per day, Police  
 \$30.00 per day, Fire

Tasks:

Location	Daily	Weekly
Office Area	<ul style="list-style-type: none"> <li>• Dump all garbage</li> <li>• Dust all horizontal ledges as needed</li> <li>• Wipe down coffee area</li> <li>• Wipe down conference tables, dust underneath as needed</li> <li>• Vacuum carpeted areas</li> <li>• Mop hard surface floors</li> <li>• Dry and clean Drinking Fountain using Stainless Steel Cleaner or Bar Keepers</li> </ul>	<ul style="list-style-type: none"> <li>• Edge Vacuum carpeted areas</li> <li>• Dust cobwebs in ceiling corners and behind doors</li> <li>• Dust entire chairs</li> </ul>
Lunch Room	<ul style="list-style-type: none"> <li>• Dump garbage</li> <li>• Clean counter and sink area</li> <li>• Clean table tops and chairs</li> <li>• Clean microwave inside and out</li> <li>• Vacuum or mop floors</li> </ul>	<ul style="list-style-type: none"> <li>• Scour sink</li> </ul>
Entry	<ul style="list-style-type: none"> <li>• Spot clean fingerprints on glass</li> <li>• Dust window ledges</li> <li>• Mop floors</li> </ul>	<ul style="list-style-type: none"> <li>• Clean glass on both sides of doors</li> <li>• Lift mats; sweep and mop underneath</li> </ul>
Bathrooms	<ul style="list-style-type: none"> <li>• Clean bowl of urinal/toilet; scrub extra under the rim</li> <li>• Clean outside of urinal/toilet; top to bottom and around floor edge</li> <li>• Clean/wipe down walls around urinal/toilet, handicap bars, and toilet paper dispensers</li> <li>• Clean/wipe down walls by sink and soap dispensers</li> <li>• Clean/wipe down walls under and around paper towel dispensers</li> <li>• Check all dispenser for refill and wipe down</li> <li>• Mop floor; dump water down floor drains</li> <li>• Dump garbage</li> <li>• Dump feminine product garbage in bath stalls</li> <li>• Spot clean bathroom stall walls as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Dust stall wall tops, ceiling vents, &amp; tile wall ledges.</li> </ul> <p><i>Monthly:</i></p> <ul style="list-style-type: none"> <li>• Wipe down bathroom stall walls, top to bottom</li> <li>• Clean/wipe down showers</li> </ul>
Training Room		<ul style="list-style-type: none"> <li>• Vacuum carpeting and mats</li> </ul>

**Exhibit E: Public Works Garage**

Cleaning Schedule: Once per week

Rate: \$25.00

Tasks:

Location	Daily	Weekly
Office Area	<ul style="list-style-type: none"> <li>• Dump all garbage</li> <li>• Dust all horizontal ledges as needed</li> <li>• Wipe down coffee area</li> <li>• Wipe down conference tables, dust underneath as needed</li> <li>• Vacuum carpeted areas</li> <li>• Mop hard surface floors</li> <li>• Dry and clean Drinking Fountain using Stainless Steel Cleaner or Bar Keepers</li> </ul>	<ul style="list-style-type: none"> <li>• Edge Vacuum carpeted areas</li> <li>• Dust cobwebs in ceiling corners and behind doors</li> <li>• Dust entire chairs</li> </ul>
Lunch Room	<ul style="list-style-type: none"> <li>• Dump garbage</li> <li>• Clean counter and sink area</li> <li>• Clean table tops and chairs</li> <li>• Clean microwave inside and out</li> <li>• Vacuum or mop floors</li> </ul>	<ul style="list-style-type: none"> <li>• Scour sink</li> </ul>
Entry	<ul style="list-style-type: none"> <li>• Spot clean fingerprints on glass</li> <li>• Dust window ledges</li> <li>• Mop floors</li> </ul>	<ul style="list-style-type: none"> <li>• Clean glass on both sides of doors</li> <li>• Lift mats; sweep and mop underneath</li> </ul>
Bathrooms	<ul style="list-style-type: none"> <li>• Clean bowl of urinal/toilet; scrub extra under the rim</li> <li>• Clean outside of urinal/toilet; top to bottom and around floor edge</li> <li>• Clean/wipe down walls around urinal/toilet, handicap bars, and toilet paper dispensers</li> <li>• Clean/wipe down walls by sink and soap dispensers</li> <li>• Clean/wipe down walls under and around paper towel dispensers</li> <li>• Check all dispenser for refill and wipe down</li> <li>• Mop floor; dump water down floor drains</li> <li>• Dump garbage</li> <li>• Dump feminine product garbage in bath stalls</li> <li>• Spot clean bathroom stall walls as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Dust stall wall tops, ceiling vents, &amp; tile wall ledges.</li> </ul> <p><i>Monthly:</i></p> <ul style="list-style-type: none"> <li>• Wipe down bathroom stall walls, top to bottom</li> </ul>