

RESOLUTION NO. R24-24

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH PURITAN COMMERCIAL CLEANING & SERVICES.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and Puritan Commercial Cleaning & Services (hereinafter “Puritan”), a copy attached hereto and incorporated herein, is hereby approved.

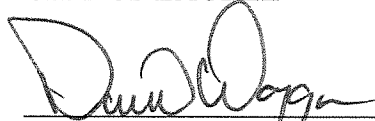
Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with Puritan on behalf of the City.

Introduced at a regular meeting of the City Council on the 9th day of April, 2024, by Council Member Sparks.

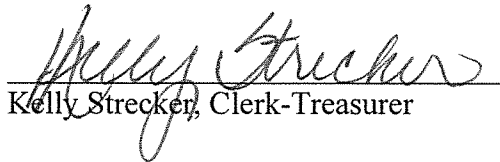
PASSED and APPROVED by the City Council of the City of Laurel the 9th day of April, 2024.

APPROVED by the Mayor the 9th day of April, 2024.



CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:


Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:


Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 9th day of April, 2024, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Puritan Commercial Cleaning & Services, a contractor licensed to conduct business in the State of Montana, whose address is P.O. Box 4012 Missoula, MT 59806, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

- A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated March 22, 2024, attached hereto as Exhibit “A” and by this reference made part of this contract.
- B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.
- C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor one thousand eight hundred seventy-five dollars and no cents (\$1,875.00) monthly for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

- A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings,

agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

**SECTION FIVE
INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third-party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

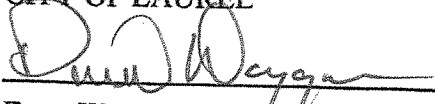
Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

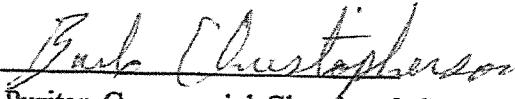
The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 9th DAY OF APRIL 2024.

CITY OF LAUREL


Dave Waggoner, Mayor

CONTRACTOR


Puritan Commercial Cleaning & Services

ATTEST:


Kelly Strecker, Clerk/Treasurer

Employer Identification Number

81-0465607

PROPOSAL

City of Laurel

115 W 1st St, Laurel, MT 59044

Prepared For:
Kelly Strecker
City of Laurel

Prepared By:
Barb Christopherson
Puritan Commercial Cleaning

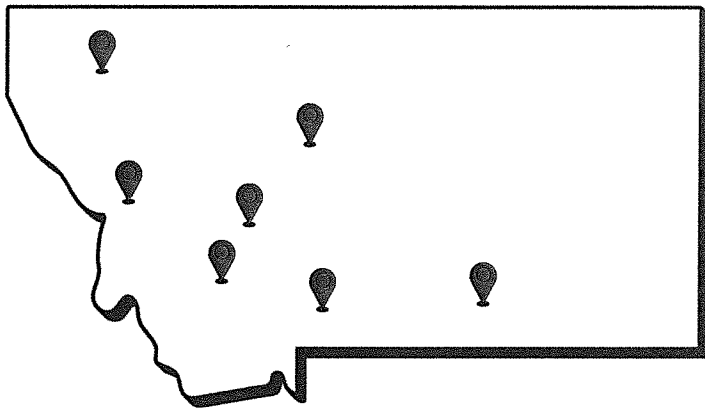
03 / 22 / 2024

**Puritan**
Commercial Cleaning & Services

ABOUT US

We are truly passionate about the work we do and are fully committed to delivering total customer satisfaction. You can count on us to take excellent care of all your cleaning requirements. For us, nothing provides us with a better sense of fulfillment than knowing that the client is thoroughly pleased with the cleaning solutions we rendered. We believe that the best and only business model to follow is one that puts our customers' needs ahead of our own business interests.

SERVING ALL OF MONTANA & BEYOND



COMPANY FACTS

40+
YEARS IN BUSINESS

200+
EMPLOYEES

250+
CUSTOMERS SERVED



OUR VALUES

CARE FOR PEOPLE

PROVIDE EXCELLENT SERVICE

INNOVATE CONTINUOUSLY

BE HUMBLE



OVERVIEW OF SERVICES



Our customers have a variety of facility needs related to their janitorial services. While the routine cleaning services are the foundation of any janitorial program, other tasks are required to make sure your building stays consistently clean and well cared for. Puritan Cleaning offers a full range of services to make facility upkeep easier for you.

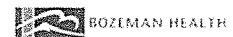
Services We Offer

- Daily Janitorial Services
- Day Porter
- Disinfection
- Carpet Cleaning
- Hard Floor Care
- Upholstery Cleaning
- Window Washing
- Restroom Products and Supplies
- Landscaping
- Snow Removal

Industries We Serve

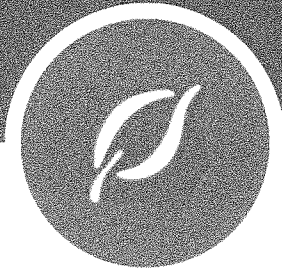
- Commercial Offices
- Manufacturing & Industrial Facilities
- Warehouse & Distribution
- Public & Private Schools
- Financial Institutions
- Public Venues
- Medical Offices & Surgery Centers

A Few of Our Current Customers:



"Puritan has been incredibly responsive to our changing needs. You bring something to their attention, and it is addressed. You don't have to check up on them you can rest assured that it is done."

-- Hospital Facilities Manager



ARE WE THE RIGHT FIT?

Some janitorial companies may be too small to adequately meet your facility needs. However, others are so large you rightly wonder if you will get the individual attention you expect. At Puritan Cleaning, we are big enough to meet ALL your facility needs but small enough to deliver an individualized service that leaves you feeling cared for.

Big Enough to Meet All Your Needs

Facilities like yours have a variety of complex needs. You expect your janitorial contractor to have a smooth startup, offer additional services, adapt to changing building needs, and more. Puritan ensures your needs are met because we have the following:

- Large staff to meet cleaning demand
- Financial resources to ensure smooth startup
- Expertise to handle a variety of service requests
- Established processes to predict consistency
- Experienced leadership to ensure success

Small Enough To Deliver Personalized Service

There are many advantages to working with a smaller, local company. Greater customer attention, quicker response times, personalized service, and much more. Puritan can offer this personalized service because of the following:

- Locally owned and operated
- Commitment to hiring local people
- Radical care for our team members
- A local reputation we care deeply about

"It is my pleasure to recommend Puritan Commercial Cleaning for your commercial cleaning and landscaping needs. They currently manage 23 branch locations and provide janitorial and landscaping services. They are a professional company that provides quality services and are proactive in handling day to day issues with quick response times in emergencies."

-- Steven, Senior Property Manager

Happy Cleaners, Consistent Service.

The Harvard Business Review published a paper demonstrating that happy, thriving employees tend to create loyal customers. Cleaners who love their job and work environment will perform at a higher level, be more consistent, and impress customers at a much greater rate. At Puritan, we firmly believe the truth of this reality, and our results prove this. Our radical commitment to value driven employee care helps us retain better employees longer. Here are a few measures we take to ensure these outcomes:

1 Values Driven Foundation

At Puritan Commercial Cleaning, we don't just view our cleaners as employees, they are family. This value runs through our entire operation. When people are valued in this way, they work harder, perform better, and stay longer.

2 Hiring for Fit

Forty years of experience has shown us that the right hiring decisions make all the difference. Our cleaners must possess the following: positive attitude, reliability, trustworthiness, and a desire and ability to perform the work.

3 Onboarding and Training

The first 30 days of employment will determine success or failure. As such, all new hires go through orientation, safety training, cleaning training, and on-the-job training. We deliver a qualified staff that produces an excellent result.

4 Management that Cares

Employees go to work for companies, but they leave managers. Without a strong management team that cares, quality will suffer. A central focus at Puritan is radical care for our team, and we preach this message often.

"The comparison between Puritan and our last cleaners is so drastic that we are still raving about it on a daily basis in our office. We are so ecstatic to have a company that cares so much about us, our patients and the cleanliness of our medical establishment."

-- Medical Office Manager

MISTAKES HAPPEN.

WHAT MATTERS IS HOW YOU RESOLVE THEM.

Cleaning companies make a lot of promises about how great their service is and how happy you, the customer, will be. But if we are being honest, this doesn't always happen. At Puritan Commercial Cleaning, we realize we aren't perfect. We will mess up. We will make mistakes. We will do something that frustrates a customer. However, we believe our response to those mistakes is what matters more.

MISTAKE

Perhaps an area got missed, a trash can wasn't emptied, or toilet paper wasn't replaced. We are notified by the customer.

IMMEDIATE RESPONSE

Every issue should be handled as quickly as possible. Within twenty-four hours the manager should have met with the team and fixed the issue.

FOLLOW UP

After the issue is resolved, follow up is made to the customer. Verification of completion and other details are shared.

PLAN TO IMPROVE

To prevent recurring issues that could become a source of frustration, a plan to prevent future issues is put in place.



THE STARTUP PLAN

Ensuring a Smooth Transition

Switching janitorial contractors brings with it a certain number of unknowns and risks. One question frequently raised is whether the startup process will be smooth or if it will produce headaches, problems, and regret. Puritan Commercial Cleaning understands these fears and has a startup plan specifically designed to alleviate those concerns.

The Challenge

Inadequate Staff

Understaffed startups can leave you with poor cleaning results. Starting up a new accounts requires extra labor to ensure the first few days are a success.

Lack of Preparation

Accounts often fail to get started well because the contractor hasn't done their homework. They don't understand the client's needs and the details of the facility.

Missed Service

Being understaffed and not adequately prepared during the first week of startup can result in multiple areas being missed. This leads to complaints and frustration.

Influx of Complaints

One of the greatest fears you have is multiple people within your facility being very unhappy with the new cleaning service. Bad services reflects poorly on you.

The Solution

Overstaffing Every Startup

At Puritan, we start every new account with an all-hands-on-deck approach. If possible, we overstaff during the first week to limit the risk of inadequate manpower.

A Detailed Game Plan

Before we begin work, we gather every shred of detail possible. With this information we build a startup document so even the small things don't get missed.

A Plan for Consistency

When Puritan starts a new account, we come prepared on day one. With a detailed plan and employee assignments, the first night should be a good first impression.

Proactive Prevention

To limit complaints, you must actively work prevent them. Plans, inspections, and customer feedback loops all work together to make your building occupants happy.

A Plan for Consistent, Reliable Service

When you hire a janitorial company, you want consistent, reliable service. But this doesn't happen by accident. Getting the end result you desire requires planning, structure, intentionality, and execution. At Puritan, we have an operations plan that helps ensure our customers get the outcome they expect. You want peace of mind that your building is clean and cared for. Here is our plan to make that happen.



Detailed Cleaner Instructions

- Each cleaner trained using a standardized process to ensure consistency
- Custom scope of work and detailed cleaning schedule created for each customer
- Routine, ongoing training topics covered monthly

Inspections and Quality Checks

- Managers perform routine inspections
- Inspection results made available to customer
- Results communicated with cleaners
- Praise and feedback given to cleaners



Customer Feedback

- Regular in-person meetings with customer
- Assess condition of the cleaning program
- Identify areas needing improvement
- Follow up with operations to make adjustments

"I can say with confidence that we have been very pleased with both the quality of the cleaning and the responsiveness of the onsite supervisor and the friendliness of the employees."

-- Ryan, HR Supervisor

Statement of Work

	Daily	Weekly	Monthly
Common Areas, Offices, and Conference Rooms			
Clean glass on entry doors inside and out	D		
Clean and sanitize all door handles and light switches	D		
Clean and sanitize all exposed desks (Police Only), counters, and tables	D		
Spot-clean all vertical surfaces including walls, desks, and file cabinets	D		
Spot-clean all relight windows	D		
Empty all trash receptacles, replacing any torn or soiled liners. Remove trash and cardboard from building to designated location. Spot clean and sanitize receptacles as needed.	D		
Empty all recycle bins as needed and remove to designated location	D		
Vacuum all traffic areas	D		
Mop all hard floors with neutral cleaner	D		
Straighten chairs and turn off lights	D		
Dust all horizontal surfaces, including desktop items, picture frames, window sills and ledges, shelves, and base of chairs		W	
Detail vacuum all carpeting, including under chairs and desks		W	
Dust all blinds			M
Dust all baseboards and lower ledges			M
Dust ceiling vents			M

	Daily	Weekly	Monthly
Break Room			
Clean and sanitize all counters, tables, and sink	D		
Spot-clean all vertical surfaces including walls and fronts of cabinets and drawers	D		
Spot clean all chairs	D		
Clean exterior of all appliances including refrigerators and microwaves	D		
Empty all trash receptacles, replacing any torn or soiled liners. Remove trash and cardboard from building to designated location. Spot clean and sanitize receptacles as needed.	D		
Empty all recycle bins as needed and remove to designated location.	D		
Mop floor with disinfectant	D		
Restrooms			
Clean and sanitize all fixtures including sinks, toilets, urinals, mirrors, and dispensers with disinfectant	D		
Clean and sanitize all door handles and light switches	D		
Spot-clean vertical surfaces including walls and restroom stalls with disinfectant	D		
Refill all dispensers including toilet paper, paper towels, soaps, and toilet seat covers	D		
Empty all trash receptacles, including feminine waste, replacing any torn or soiled liners. Remove trash from building to designated location. Spot clean and sanitize receptacles as needed.	D		
Mop floor with disinfectant	D		
Remove any hard water stains from sinks and fixtures as needed		W	
Dust all horizontal surfaces including window sills, artwork, ledges, and lights		W	
Dust ceiling vents			M
Replace all odor-control units as needed including air fresheners, urinal screens, and urinal mats where applicable			M

Proposal

We propose to furnish all materials and perform all labor necessary to complete the work outlined in the above Statement of Work. All work is to be completed in a professional manner equal to or better than standard practice at the following rates:

Custodial Service Proposal	Frequency/Week	Price per month
City Hall	3	\$1,125.00
Police/Ambulance	5	\$750.00
Weekly Service Monthly Total		\$1,875.00

All work is pre-billed and is due upon invoicing at Net 10. A monthly 1.5% finance charge will be applied to any payment not received by the 30th of each month. The terms and conditions of this Agreement shall remain in full force and effect unless modified by mutual agreement in writing between the parties. A 30-day notice may alter this agreement for change or deletion of services by either party.

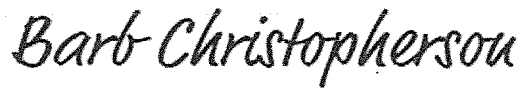
Acceptance

Your signature below indicates acceptance of this proposal. See our [Terms of Service](#).

Kelly Strecker, City of Laurel

Handwritten signature of Kelly Strecker in black ink.

Barb Christopherson, Puritan Commercial Cleaning

Handwritten signature of Barb Christopherson in black ink.

03 / 22 / 2024