

CONTRACT FOR JANITORIAL SERVICES

This Agreement is entered into this 8th day of May 2026, by and between Advanced Building Cleaners, herein referred to as "Contractor" and the City of Dillingham (herein referred to as "City"). For good and valuable consideration, the receipt whereof is hereby acknowledged, Contractor and City agree as follows:

WHEREAS, City is in need of Janitorial Services for City Hall, Library, Public Safety, Public Works and the Bath House;

WHEREAS, Contractor, through education and experience, possesses the requisite license and skills to perform such duties;

WHEREAS, City is therefore desirous of engaging the services of Contractor as an independent contractor using independent professional judgment to accomplish assigned tasks;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contractor

The work to be performed by Contractor pursuant to this Agreement is all tasks assigned by the City Manager or through a designee. A more specific identification of Contractor's professional services to be provided in accordance with the provisions of this Agreement is listed in Appendix A "Scope of Work," incorporated herein by reference and such other duties as requested by the City.

2. Term of Agreement

The term of this Agreement shall be from June 1, 2026, through May 31, 2027. The City shall have an option to renew this Agreement yearly thereafter, for four one-year extensions. Exercise of this option by City shall be contingent upon a favorable review of the contracted services two months before the then scheduled date of termination of this Agreement and shall be further conditioned on the continuity of Contractor's Designated Representative. Any contract renewal must be approved by both Contractor and City and the fee for each extension will remain the same.

3. Fee

City shall pay Contractor at the rate listed below for each facility:

- City Hall - \$1,550/monthly
- Library - \$ 650/monthly
- Public Safety - \$1,250/monthly
- Public Works - \$300/monthly
- Bath House - \$1,200/months of June - September

The amounts payable to Contractor shall not exceed the sums identified in this paragraph without the prior written approval of the City. Any additional professional services other than those identified in paragraph 1 above shall be requested in writing by City. The fee for such additional services shall be negotiated by the parties.

4. Payments

City agrees to make payments to Contractor as services are performed, provided Contractor submits one copy of a proper invoice for each payment. Billing shall be submitted once a month. City may, at its option, withhold ten percent (10%) from each payment pending satisfactory completion of the work by Contractor.

All invoices are otherwise due and payable within fifteen (15) working days of receipt by the City.

5. Services Supplied by City

City shall provide Contractor with paper towels, toilet paper to refill all dispensers, liners for all waste receptacles, hand soap for dispensers, and keys to the facilities.

6. Personnel

Contractor agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced and well qualified for the work assigned. No person objected to by the City shall be employed by Contractor for work hereunder.

7. Independent Contractor Status

In performing under this Agreement, Contractor acts as an independent contractor and shall have responsibility for and control over the details and means for performing the services required hereunder.

8. Indemnification

To the maximum extent permitted by law, Contractor shall defend, indemnify and save harmless City or any agent, employee, or other representative thereof, from and against losses, damages, liabilities, expenses, claims, and demands of whatever nature, including for death, personal injury, property damage or economic loss, to the extent arising out of any negligent act or negligent omission or willful misconduct of Contractor, its agents or employees while performing under the terms of this Agreement.

9. Assignment

Contractor shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

10. Subcontracting

Contractor may not subcontract its performance under this Agreement without prior written consent of City. Any subcontractor must agree to be bound by the terms of this Agreement applicable to the services to be performed by the subcontractor.

11. Designation of Representatives

The parties agree, for the purposes of this Agreement, that City shall be represented by and may act only through the City Manager or such other person as they may designate in writing or is identified in Appendix A. Contractor shall be represented by and may act only through Janice Larsen or such other person as he may designate in writing.

12. Termination

Either party may terminate this Agreement, with or without cause, after first giving thirty (30) days written notice. Contractor shall not be entitled to any anticipated profit on services not performed.

13. Insurance

Contractor shall, at all times, at its own expense, keep in force the following described insurance for protection against the claims of employees or other persons, insuring both the Contractor and the City against liability that may accrue against them or either of them in connection with the performance of Contractor under this Agreement:

- a. Insurance in at least the required statutory amounts covering claims under workers' compensation, disability benefits and other similar employee benefit acts; and
- b. Public liability insurance covering bodily injury, death, and property damage with a combined single limit of not less than \$1,000,000; and
- c. Vehicle liability insurance including applicable uninsured/underinsured coverage with limits of liability not less than \$500,000 per occurrence combined single limit bodily injury and property damage

14. Insurance Certificate

All insurance shall be placed with an insurance carrier or carriers satisfactory to the City and shall not be subject to cancellation or any material change except after 30 days written notice to the City and shall provide that no failure of Contractor to comply with any condition or provision of this Agreement or other conduct of Contractor or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the City. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during the term of this Agreement, be kept on deposit at the general offices of the City. If Contractor fails to comply with these insurance requirements, the City may terminate this Agreement on 10 days written notice.

15. Claims Recovery

Claims by City resulting from Contractor's failure to comply with the terms of and specifications of this Agreement and/or default hereunder may be recovered by City by withholding the amount of such claims from compensation otherwise due Contractor for work performed or to be performed. City shall notify Contractor of any such failure, default or damage therefrom as soon as practicable after discovery of such event by written notice. Nothing provided herein shall be deemed as constituting an exclusive remedy on behalf of City, nor a waiver of any other rights hereunder at law or in equity.

16. Compliance with Applicable Laws

Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining

to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Contractor also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this Agreement shall be in accordance with sound, generally accepted consulting practices and shall comply with all applicable codes and standards.

17. Records and Audit

Contractor agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred for at least three years after receipt of final payment and closure of all pending matters related to this Agreement. Said books shall be subject to inspection and audit by City.

18. Labor and Reimbursable Expense Rates

Labor and reimbursable rates which Contractor will charge City are described in Exhibit A. Any modification of such rates shall not be effective unless agreed to in writing and signed by both parties hereto. Exhibit A and subsequent revisions thereto as executed by both parties are hereby incorporated into this Agreement by this reference.

19. Notices

Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City of Dillingham:

Jack Savo
City Manager
PO Box 889
Dillingham, AK 99576

To Contractor:

Janice Larson
Advance Building Cleaners
PO Box 1450
Dillingham, AK 99576

19. Venue and Applicable Law

The venue of any legal action between the parties arising as a result of this Agreement shall exclusively be laid in the Third Judicial District of the Superior Court of the State of Alaska, at Dillingham, Alaska, and this Agreement shall be interpreted in accordance with the laws of the State of Alaska.

20. Attorney's Fees

In the event either party institutes any suit or action to enforce its rights hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.

21. Waiver

No failure on the part of either City or Contractor to enforce any covenant or provision herein contained, nor any waiver of any right hereunder unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions

or affect the right of the City or Contractor to enforce the same or any other provision in the event of any subsequent breach or default.

22. Binding Effect

The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.

23. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective date indicated below.

CITY

Dated: _____

By: _____

Jack Savo
City of Dillingham

CONTRACTOR

Dated: _____

By: _____
Janice Larsen – Advanced Building Cleaners

APPENDIX A

SCOPE OF SERVICES

Contractor shall provide the following services upon request of the City of Dillingham:

CITY HALL JANITORIAL - SCOPE OF SERVICES

Schedule:

Three days per week; Weekend, Tuesday, and Thursday. Work must be performed after 6:00 p.m. on weekdays. Should the facility still be in use after 6:00 p.m., custodial services may be performed on the 2nd and 3rd floor as long as it does not interfere with the meeting in progress. Services to the 1st floor may take place any time after the conclusion of the meeting and before 8:00 a.m. the next morning. Noise needs to be kept to a minimum when meetings are in progress.

Duties:

1. VACUUM FLOORS and mats in the entryway and remove mats before mopping of lobby floor, twice a week or more if needed. Scrub and degrease matting when heavily soiled or stained.
2. RUBBER FLOORING: The lobby, stairs, and business office utilize a natural tile. The manufacturer's instructions specify that certain floor finishes such as wax are not to be used. Instead, the rubber surface should be mopped with a neutral detergent.
3. CARPET: Carpeted surfaces shall be vacuumed twice a week or more if needed. Also, vacuum around desks taking care not to loosen electrical cords. Spot-clean stains when apparent.
4. SHAMPOO: Contractor is required to shampoo all carpeted surfaces **once** during the course of the contract. The exact date of this service shall be mutually agreed upon between the City and the Contractor, but must be performed on a specified date between November 2026 and December 2026 of the contract period. Spot clean stains when apparent.
5. WALLS: Wash all walls in the entrance, stairwells, bathrooms and offices when needed.
6. WINDOWS: On a weekly basis, or more often when needed. Clean entryway and lobby glass surfaces. All office windows should be cleaned twice a year, once in the spring and again in the fall. Glass should be cleaned using appropriate solutions and tools to be free of dirt, tape, prints and streaks.
7. WASHROOMS: Clean and disinfect porcelain fixtures, mirrors, and paper dispensers once or twice a week as needed. Disinfect door latches on stalls and door knobs twice a

week. Refill paper, soap, and air freshener dispensers as needed. Empty and replace can liners in washrooms 3 times a week or as needed. Scrub surfaces of bathroom doors, plastic wall surfaces, when needed. Vinyl flooring in washroom shall be swept and mopped to be free of soil and scuff marks using appropriate detergents, once a week or more frequent as needed.

8. WASTE CONTAINERS: Empty and replace can liners in office areas during each cleaning. Empty and replace can liners in Council Chambers once a week or more often if needed. Clean trash can when needed. Deposit trash bags in dumpster provided in parking lot.

9. DUSTING: Dust file cabinets, countertops, and table surfaces during each cleaning. Clean windowsills and radiators once each week or more frequently as needed. Do not dust desk surfaces.

Contractor's Obligations:

1. Contractor shall notify the City Manager's Assistant if any mechanical problem occurs. In case of an emergency contact the Public Works Director at (907)842-2260 or the Buildings & Grounds Foreman at (907)842-2260.

2. Contractor shall notify the City Manager's Assistant when supplies are low.

3. If needed the Contractor shall contact the Dept. of Public Safety at 842-5354.

4. Contractor shall insure that all windows are closed and doors are securely locked prior to exiting the facility.

5. City agrees to notify Contractor in writing of any deficiencies found in the performance of this contract.

6. Contractor shall notify the City Manager's Assistant of all contract employees working at City Hall. A background check must be done on each employee prior to start of work.

Contractor Shall Supply:

1. All necessary tools and equipment, including, but not limited to, vacuum, and carpet shampooing equipment. All equipment is to be stored off site.

2. All cleaning, polishing, and floor care detergents. Arrangements for storage of said items may made through the City Manager.

3. Material Safety Data Sheets posted in the supply area.

City Shall Supply:

1. Paper to refill all dispensers.

2. Liners for all waste receptacles.

3. Hand soap for dispensers.
4. Solution and batteries for air fresheners.
5. Duty check list posted in supply area.

LIBRARY JANITORIAL - SCOPE OF SERVICES

Schedule:

Two days per week; Saturday and Tuesday. Work must be performed after the Library closes (5pm on Tuesday and 4pm on Saturday).

Duties: Twice Weekly

1. **TILE FLOORING:** Tile flooring in entry way and throughout the library shall be swept and mopped to be free of soil and debris.
2. **WASTE CONTAINERS:** Empty and replace all trash can liners in library. Deposit trash bags in the dumpster provided in the parking lot.
3. **WASHROOMS:** Clean and disinfect porcelain fixtures, mirrors, and paper dispensers. Refill paper towels, toilet paper, and soap dispensers as needed.
4. **DRINKING FOUNTAIN:** Clean and disinfect water fountain.
5. **DOOR KNOBS & PHONE IN ENTRY WAY:** Disinfect.
6. **TABLETOPS:** Clean and disinfect, including chairs in the children's area.
7. **CHILDREN'S AREA:** Vacuum thoroughly.

Duties: Once Weekly

1. **CARPET:** Carpeted surfaces (including rugs) shall be cleaned using a vacuum with a hose for cleaning under and around desks, taking care not to loosen electrical cords. Spot-clean stains when needed.
2. **WINDOWS:** Entry way glass surfaces and windows throughout the library shall be cleaned.
3. **DUSTING:** Dust computers and computer desks, wood ledge above ramp and other surfaces taking care not to loosen any cords. **DO NOT** dust Librarian Desktops.

Duties: Once Annually

1. **TILE FLOORING:** Strip and wax tile flooring.
2. **WINDOWS:** Clean windows from the outside.

3. SHAMPOO: Cleaner shall shampoo all carpeted surfaces **once** during the course of the contract. The exact date of this service shall be mutually agreed upon between the Librarian and the Contractor.

Contractor's Obligations:

1. Contractor shall notify the Librarian, or designated personnel, if any mechanical problems occur. In an emergency, Contractor shall contact the Public Works Dept. at (907)842-2260 or the Buildings & Grounds Foreman at (907)842-2260.

2. Contractor shall notify the Librarian, or designated personnel, when supplies are low.

3. Contractor shall insure that all windows are closed and doors are securely locked prior to exiting the facility.

4. City agrees to notify Contractor in writing of any deficiencies found in the performance of this contract.

5. Contractor shall notify the City Manager's Assistant of all contract employees working at the Library. A background check must be done on each employee prior to start of work.

Contractor Shall Supply:

1. All necessary tools and equipment, including, but not limited to, vacuum, and carpet shampooing equipment. All equipment is to be stored off site.

2. All cleaning, polishing, and floor care detergents. Arrangements for the storage of said items may be made through the Librarian.

3. Material Safety Data Sheets posted in the supply area.

City Shall Supply:

1. Paper towels and toilet paper to refill all dispensers, liners for all waste receptacles, and hand soap for dispensers.

2. Duty check list posted in supply area.

**DEPARTMENT OF PUBLIC SAFETY
JANITORIAL - SCOPE OF SERVICES**

Schedule:

Three days per week; Monday, Wednesday, and Saturday. Work will be performed after 6:00 p.m. on weekdays. Custodial services may be performed as long as it does not interfere with the work in progress.

DMV office (floors only) will need to be done at 3:30 pm on Mondays. This includes vacuuming the carpet and cleaning, mopping, and waxing of vinyl floor.

Duties:

1. FLOOR MATTS: Vacuum floor mats and remove before scrubbing when heavily soiled or stained.
2. ALL VINYL FLOORING: Including the lobby, DMV, and washroom areas, shall be stripped and waxed bi-annually. Sweep & /or vacuum daily. Mopped bi-weekly and (scrubbed when needed) to be free of soil and scuff marks using appropriate detergents, and finishes. Additionally floors shall be waxed when needed.
3. CARPET: Carpeted surfaces shall be cleaned using a commercial grade vacuum. Spot-clean stains when apparent.
4. SHAMPOO: Contractor is required to shampoo all carpeted surfaces **twice** during the course of the contract. The exact dates of this service shall be mutually agreed upon between the Chief of Police and the Contractor.
5. WALLS: Wash down bathroom and entrance lobby walls on a monthly basis *and whenever it is visually apparent that cleaning is needed*. All other wall surfaces will be checked and cleaned periodically when needed.
6. WINDOWS: Clean lobby glass surfaces on a weekly basis, or more often as needed. Glass should be cleaned using appropriate solutions and tools to be free of dirt, tape, prints, streaks, and dust. The rest of the interior windows shall be cleaned seasonally, once in the spring and again in the fall. Second story windows shall be cleaned using a garden hose and the appropriate window cleaner attachment.
7. WASHROOMS: Clean and disinfect sinks, toilets, washroom door latches, and door knobs 3 days per week, or more often as needed. Clean mirrors, and paper dispensers weekly. Refill paper, soap, and air freshener dispensers as needed. Scrub surfaces of bathroom doors and wall surfaces, monthly, and whenever it is visually apparent that cleaning is needed.
8. WASTE CONTAINERS: Empty and replace can liners in office areas, break room area, and washrooms, during each cleaning, or when needed. Deposit trash bags in container provided in parking lot. Scrub waste containers when needed.
9. DUSTING: Dust file cabinets, countertops, desktops, computers, furnishings, and windowsills, twice a week, more frequently as needed. Dust blinds twice a week, using the appropriate dusting device.
10. WORK-OUT ROOM: Disinfect machines, dust shelves, etc. and vacuum floor bi-weekly.
11. JAIL: The jail area is limited to mopping and waxing the floors twice a year. The exact dates will be mutually agreed upon between the Contractor and the Corrections Sergeant.

Contractor's Obligations:

1. Contractor shall notify the Police Chief, or designated personnel, if any mechanical problems occur. In an emergency, Contractor shall contact the Public Works Department at (907)842-2260 or the Buildings & Grounds Foreman at (907)842-2260.
2. Contractor shall notify the Police Chief, or designated personnel, when supplies are low.
3. Contractor shall insure that all windows are closed and doors are securely locked prior to exiting the facility.
4. City agrees to notify Contractor in writing of any deficiencies found in the performance of this contract.
5. Contractor shall notify the City Manager's Assistant of all contract employees working at Public Safety. A background check must be done on each employee prior to start of work.

Contractor Shall Supply:

1. All necessary tools and equipment, including, but not limited to, vacuum cleaner, and carpet shampooing equipment. All equipment is to be stored off site.
2. All cleaning, polishing, and floor care detergents and solutions. Arrangement for the storage of said items may be made through the Police Chief.
3. Material Safety Data sheets posted in the supply area.

City Shall Supply:

1. Paper towels and toilet paper to refill all dispensers, liners for all waste receptacles, and hand soap for dispensers. Garden Hose when needed.
2. Duty check list posted in supply area.

**PUBLIC WORKS
JANITORIAL - SCOPE OF SERVICES**

Schedule:

One day a week. Work must be performed after Public Works closes at 5 pm.

Duties:

1. **HARD SURFACE FLOORING:** Any hard surface flooring in the offices, break room, hallway and bathroom shall be swept and mopped to be free of soil and debris.
2. **CARPETED FLOORING:** Any carpeted flooring (including rugs) in the offices, break room, hallway and bathroom shall be vacuumed.

3. WASHROOMS: Clean and disinfect porcelain fixtures, mirrors and paper dispensers. Refill paper towels, toilet paper and soap dispensers as needed.

4. DUSTING: Dust any computers, tables, desks, shelves and cabinets in the offices, break room, hallway and bathroom.

5. WASTE CONTAINERS: Empty and replace all trash can liners in the offices, break room, hallway and bathroom. Deposit trash bags in the provided dumpster.

Contractor's Obligations:

1. Contractor shall notify the Public Works Director if any mechanical problem occurs. In case of an emergency contact the Public Works Director at (907)842-2260 or the Buildings & Grounds Foreman at (907)842-2260.

2. Contractor shall notify the Public Works Director when supplies are low.

3. Contractor shall insure that all windows are closed and doors are securely locked prior to exiting the facility.

4. The City agrees to notify the Contractor in writing of any deficiencies found in the performance of this contract.

5. Contractor shall notify the Public Works Director of all contract employees working at Public Works. A background check must be done on each employee prior to the start of work.

Contractor's Shall Supply:

1. All cleaning compounds, disinfectants, vacuums, brooms, mops and any other related janitorial equipment. Storage for said items may be arranged with the Public Works Director

2. Material Safety Data Sheets posted in the supply area.

City Shall Supply:

1. Paper towels, toilet paper, liners for all waste receptacles and hand soap for dispensers.

2. Duty check list posted in supply area.

**BATH HOUSE
JANITORIAL - SCOPE OF SERVICES**

The Bath House is open seasonally, starting June 1st and closing October 1st.

Duties: Daily

1. **FIXTURES:** Clean and disinfect sinks, toilets, urinals, shower stall, and benches.
2. **FLOORS AND MATTING:** Scrub with disinfectant detergent.
3. **WASTE CONTAINERS:** Remove garbage and replace can liners.
4. **FLOORS:** Sweep and mop.

Duties: As Needed

1. **SUPPLIES:** Refill soap dispenser and replace toilet paper as needed.
2. **SHOWER WALLS:** Apply a commercial application to remove soap residue, rust, iron, and lime deposits.
3. **CEILINGS:** Scrub with disinfectant detergent to remove all soil and mildew.

Contractor's Obligations:

1. Contractor shall notify the Port Director or Harbor Office of any maintenance issues.
2. Contractor shall notify the Port Director, or designated personnel, when supplies are low.
3. City agrees to notify Contractor in writing of any deficiencies found in the performance of this contract.
4. Contractor shall notify the City Manager's Assistant of contract employees working at the Bath House. A background check must be done on each employee prior to start of work.

Contractor Shall Supply:

1. All cleaning compounds disinfectants, and related janitorial tools and equipment. Arrangements for the storage of said items may be made through the Port Director.
2. Material Safety Data Sheets posted in the supply area.

City Shall Supply:

1. Toilet paper to refill all dispensers, liners for all waste receptacles, and hand soap for dispensers.
2. Duty check list posted in supply area.