

This Agreement, made and entered into this ___ day of _____ 2019, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by (hereinafter "City"), and H2O Cleaning, a corporation in the State of Kansas, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: Service Provider's Proposal, ("Proposal"), attached hereto as PART I; Payment Terms, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Renewal Agreement shall be from _____ to _____. The City may at its option renew the Agreement up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 2019-067; section 9.0, Renewal Option. (All pricing identified on the pricing page shall be in effect for the stated agreement term.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.
6. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Stephen A. Arbo, City Manager Date

ATTESTED:

Office of the City Clerk

APPROVED AS TO FORM

Office of the City Attorney


Company Name


Company Authorized Signature

Member
Title

Date

Type or Print the Name of Authorized Person

FORM NO. 6a: "FEE SCHEDULE"

SCHEDULE OF BILLING RATES FOR SERVICES

Hourly Rate shall include all, Fuel, mileage or Transportation charges. Hourly Rate shall include all administrative cost. No additional charges beyond the Hourly Rate of any sort will be payable under this Agreement. The City shall only pay the hourly rate listed below for time spent onsite and the drive time spent driving between each location during the scheduled shift.

| Facility Locations | Hourly Rate | Annual Cost |
|---|------------------------------------|--|
| 2.1 Roaming Day Porter position # 1: 6:30 am – 3:00 pm M-F (NTE 8 hour shift) ~SEE EXHIBIT A | \$ <u>15⁵⁰</u> Per Hour | \$ <u>31,000</u> (Hrly Rate x 2000 hours) |
| 2.2 Roaming Day Porter position # 2: 1:00pm - 5:00pm M-F (NTE 4 hour shift) ~SEE EXHIBIT B | \$ <u>15⁵⁰</u> Per Hour | \$ <u>15,500</u> (Hrly Rate x 1000 hours) |
| 2.3 Roaming Day Porter position # 3: 9:00am - 5:30pm M-F (NTE 8 hour shift) ~SEE EXHIBIT C | \$ <u>15⁵⁰</u> Per Hour | \$ <u>31,000</u> (Hrly Rate x 2000 hours) |
| 2.4 Lead Cleaner position # 4: 6:00pm – 2:30am Sun -Fri (NTE 8 hour shift and ¼ hour lunch no pay) ~SEE EXHIBIT D | \$ <u>17⁵⁰</u> Per Hour | \$ <u>35,000</u> (Hrly Rate x 2000 hours) |
| 2.5 Night Cleaner position # 5: 6:00pm – 2:30am Sun -Fri (NTE 8 hour shift and ¼ hour lunch no pay) ~SEE EXHIBIT E | \$ <u>15⁵⁰</u> Per Hour | \$ <u>31,000</u> (Hrly Rate x 2000 hours) |
| 2.6 Night Cleaner position # 6: 5:00 pm – 11:00 pm Sun - Thurs (NTE 6 hour shift) ~SEE EXHIBIT F | \$ <u>15⁵⁰</u> Per Hour | \$ <u>23,250</u> (Hrly Rate x 1500 hours) |
| 2.7 Day Cleaner position # 7: 7:00 am – 3:30 pm Mon - Fri (NTE 8 hour shift and ¼ hour lunch no pay) ~SEE EXHIBIT G and EXHIBIT I | \$ <u>15⁵⁰</u> Per Hour | \$ <u>31,000</u> (Hrly Rate x 2000 hours) |
| 2.8 Day Cleaner position # 8: 7:00 am – 3:30 pm Mon - Fri (NTE 8 hour shift and ¼ hour lunch no pay) ~SEE EXHIBIT H and EXHIBIT I | \$ <u>15⁵⁰</u> Per Hour | \$ <u>31,000</u> (Hrly Rate x 2000 hours) |
| TOTAL ANNUAL COST | | \$ <u>228,750</u> |
| Hourly Rate for additional services if requested outside existing scope and schedule. | | \$ <u>16²⁵</u> Per Hour |
| Burnishing, Stripping, Sealing and Finish Application -- (City to provide all supplies, Contractor to provide equipment) Invoicing will only be by the foot. Contractor will not bill the additional hourly rate stated above. | | \$ <u>0.20</u> Per Foot |