

Vendor #: 12042H  
Commodity Code:91039000000  
Amendment Amount: \$ 23,664.00  
Contract Amount: \$384,329.98

**STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
JANITORIAL SERVICE  
CONTRACT AGREEMENT  
BRIGHAM CITY REGIONAL CENTER**

**Contract # 036187**

**Amendment # 5**

TO BE ATTACHED AND MADE A PART OF the above numbered contract, by and between R. B. DAVIS & COMPANY, whose address is 330 South 300 East Suite 150, Salt Lake City, Utah 84111, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter called the "DIVISION".

**WITNESSETH**

WHEREAS, Division and Contractor have heretofore entered into that certain Janitorial Service contract wherein said contract provided that it commenced on January 1, 2003, and terminated on December 31, 2007.

WHEREAS, Division and Contractor are desirous of amending said Contract Agreement pursuant to the terms and conditions as are herein set forth;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreement by and between the parties hereto, Division and Contractor agree to amend said contract agreement as follows:

1. To include an additional 11,019 cleanable sq. ft. for the recently completed space in the old Fred Myers building USU.

**ARTICLE 10. CONTRACT SUM PAYMENT**

For period beginning September 1, 2006 through December 31, 2006, the contractor agrees to accept for full performance under the contract the sum of Thirty Thousand Five Hundred Forty-Three Dollars and 28/100 (\$30,543.28), paid in monthly payments of Seven Thousand Six Hundred Thirty-Five Dollars and 82/100 (\$7,635.82) each as payment for full services performed during that period.

For period beginning January 1, 2007 through December 31, 2007, the Contractor agrees to accept for full performance under the contract the sum of Ninety-One Thousand Six Hundred Twenty-Nine Dollars and 84/100 (\$91,629.84), paid in monthly payments of Seven Thousand Six Hundred Thirty-Five Dollars and 82/100 (\$7,635.82) each as payment for full services performed during that period.

|                          |              |                               |
|--------------------------|--------------|-------------------------------|
| Original contract amount | \$319,670.48 |                               |
| Amendment # 1            | \$ 14,651.00 | Change to night cleaning      |
| Amendment # 2            | \$ 26,344.50 | Adds Focus to contract        |
| Amendment # 3            | \$ 0         | Clarification                 |
| Amendment # 4            | \$ 0         | Change to monthly payments    |
| Amendment # 5            | \$ 23,664.00 | Adds 11,019 sq. ft.           |
| Total                    | \$384,329.98 | not to exceed, not guaranteed |

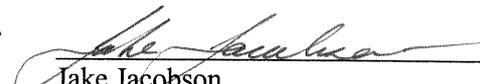
All other terms, conditions and requirements of the original contract and janitorial specifications as amended, shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Contract Agreement on the day and year first above written.

**CONTRACTOR:**  
**R.B. DAVIS & COMPANY**

**STATE OF UTAH/DIV. OF FACILITIES**  
**CONSTRUCTION AND MANAGEMENT**

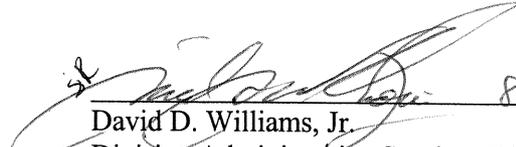
  
 Name \_\_\_\_\_ Date 8-14-06  
 Title \_\_\_\_\_

  
 Name \_\_\_\_\_ Date 8/17/06  
 Managing Facilities Coordinator

ATTEST

APPROVED/FUNDS AVAILABILITY:

  
 Secretary/Officer/Witness \_\_\_\_\_ Date 8-14-06

  
 Name \_\_\_\_\_ Date 8/17/06  
 Division Administrative Services Director

  
 Division of Purchasing \_\_\_\_\_ Date AUG 24 2006

CONTRACT RECEIVED AND PROCESSED BY  
 DIVISION OF FINANCE  
 \_\_\_\_\_ Date AUG 25 2006

XXX

STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
JANITORIAL SERVICE  
CONTRACT AGREEMENT  
BRIGHAM CITY REGIONAL CENTER

Contract # 036187

Amendment # 4

TO BE ATTACHED AND MADE A PART OF the above numbered contract, by and between R.B. DAVIS & COMPANY, whose address is 170 S. MOUNTAIN WAY DRIVE, OREM, UTAH 84058, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter called the "DIVISION".

**WITNESSETH**

WHEREAS, Division and Contractor have heretofore entered into that certain Janitorial Service contract wherein said contract provided that it commenced on January 1, 2003, and terminated on December 31, 2007.

WHEREAS, Division and Contractor are desirous of amending said Contract Agreement pursuant to the terms and conditions as are herein set forth;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreement by and between the parties hereto, Division and Contractor agree to amend said contract agreement as follows:

**ARTICLE I: DESIGNATED WORK**

To change the payments from semi-monthly to monthly, starting July 1, 2005. Timesheets will need to be from the first day of the month and continue through the last day of the month and coincide with the invoices.

**ARTICLE 10. CONTRACT SUM PAYMENT**

For period beginning July 1, 2005 through December 31, 2005, the Contractor agrees to accept for full performance under the contract the sum of Thirty-Six Thousand Nine Hundred Forty Dollars and 92/100 (\$36,940.92), paid in monthly payments of Six Thousand One Hundred Fifty-Six Dollars and 82/100 (\$6,156.82) each as payment for full services performed during that period.

For period beginning January 1, 2006 through December 31, 2006, the Contractor agrees to accept for full performance under the contract the sum of Seventy-Three Thousand Eight Hundred Eighty-One Dollars and 84/100 (\$73,881.84), paid in monthly payments of Six Thousand One Hundred Fifty-Six Dollars and 82/100 (\$6,156.82) each as payment for full services performed during that period.

For period beginning July 1, 2007 through June 30, 2007, the Contractor agrees to accept for full performance under the contract the sum of Seventy-Three Thousand Eight Hundred Eighty-One Dollars and 84/100 (\$73,881.84), paid in monthly payments of Six Thousand One Hundred Fifty-Six Dollars and 82/100 (\$6,156.82) each as payment for full services performed during that period.

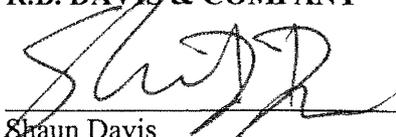
|                          |              |                               |
|--------------------------|--------------|-------------------------------|
| Original contract amount | \$531,000.00 |                               |
| Amendment # 1            | 0            | no dollar amount change       |
| Amendment #2             | 0            | no dollar amount change       |
| Amendment #3             | \$ 5,000.00  | adds additional cleaning      |
| Amendment #4             | \$ 0         | no dollar amount change       |
| Total                    | \$536,000.00 | not to exceed, not guaranteed |

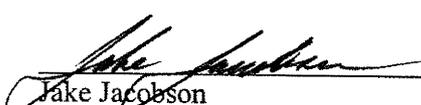
All other terms, conditions and requirements of the original contract and janitorial specifications as amended, shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Contract Agreement on the day and year first above written.

**CONTRACTOR:**  
**R.B. DAVIS & COMPANY**

**STATE OF UTAH/DIV. OF FACILITIES**  
**CONSTRUCTION AND MANAGEMENT**

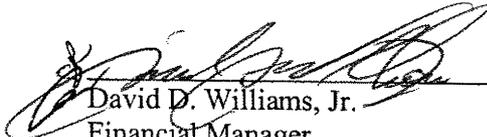
  
 Shaun Davis  
 Regional Manager  
 Date 6-20-05

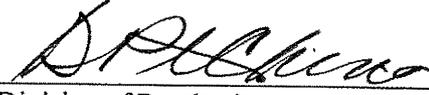
  
 Jake Jacobson  
 Managing Facilities Coordinator  
 Date 6/23/05

ATTEST

APPROVED/FUNDS AVAILABILITY:

\_\_\_\_\_  
 Secretary/Officer/Witness  
 Date

  
 David D. Williams, Jr.  
 Financial Manager  
 Date 6/23/05

  
 Division of Purchasing  
 Date JUL 06 2005

CONTRACT RECEIVED AND  
 PROCESSED BY  
 DIVISION OF FINANCE  
 Division of Finance  
 Date JUL - 8 2005

XXX

STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

JANITORIAL SERVICE  
CONTRACT AGREEMENT  
BRIGHAM CITY REGIONAL CENTER

Contract # 036187

Amendment # 3

TO BE ATTACHED AND MADE A PART OF the above numbered contract, by and between RB DAVIS & COMPANY, whose address is 330 South 300 East, Suite 150, Salt Lake City, Utah 84111, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter called the "DIVISION".

WITNESSETH

WHEREAS, Division and Contractor have heretofore entered into that certain Janitorial Service contract wherein said contract provided that it commenced on January 1, 2003, and terminated on December 31, 2007.

WHEREAS, Division and Contractor are desirous of amending said Contract Agreement pursuant to the terms and conditions as are herein set forth;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreement by and between the parties hereto, Division and Contractor agree to amend said contract agreement as follows:

To clarify the yearly and monthly amount of this contract since adding the Focus area and switching USU from day time janitorial to cleaning in the evening.

**Contract Cost To Date:**

October 1, 2004 through December 31, 2004. Contractor will be paid Eighteen Thousand Four Hundred Seventy Dollars and 46/100 (\$18,470.46) for this three month period, paid in semi-monthly amounts of Three Thousand Seventy-Eight Dollars and 41/100 (\$3,078.41) each, as payment for full services performed during that period.

January 1, 2005 through December 31, 2005. Contractor will be paid Seventy-Three Thousand Eight Hundred Eighty-One Dollars and 84/100 (\$73,881.84) for this twelve month period, paid in semi-monthly amounts of Three Thousand Seventy-Eight Dollars and 41/100 (\$3,078.41) each, as payment for full services performed during that period.

January 1, 2006 through December 31, 2006. Contractor will be paid Seventy-Three Thousand Eight Hundred Eighty-One Dollars and 84/100 (\$73,881.84) for this twelve month period, paid in semi-monthly amounts of Three Thousand Seventy-Eight Dollars and 41/100 (\$3,078.41) each, as payment for full services performed during that period.

January 1, 2007 through December 31, 2007. Contractor will be paid Seventy-Three Thousand Eight Hundred Eighty-One Dollars and 84/100 (\$73,881.84) for this twelve month period, paid in semi-monthly amounts of Three Thousand Seventy-Eight Dollars and 41/100 (\$3,078.41) each, as payment for full services performed during that period.

|                          |              |   |
|--------------------------|--------------|---|
| Original contract amount | \$319,670.48 |   |
| Amendment #1             | \$ 14,651.00 | changes USU to nighttime cleaning at \$299 per month additional |
| Amendment #2             | \$ 26,344.50 | adds Focus to this contract for 39 months                       |
| Amendment #3             | <u>-0-</u>   | clarification only  |
|                          | \$360,665.98 | not to exceed, not guaranteed                                   |

All other terms, conditions and requirements of the original contract and janitorial specifications as amended, shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Contract Agreement on the day and year first above written.

**CONTRACTOR:**  
**RB DAVIS & COMPANY**

**STATE OF UTAH/DIV. OF FACILITIES  
 CONSTRUCTION AND MANAGEMENT**

[Signature] 12-13-04  
 Name Date  
 Title

[Signature] 12/13/04  
 Jake Jacobson Date  
 Managing Facilities Coordinator

ATTEST

APPROVED/FUNDS AVAILABILITY:

\_\_\_\_\_  
 Secretary/Officer/Witness Date

[Signature] 12/13/04  
 David D. Williams, Jr. Date  
 Financial Manager

[Signature] DEC 23 2004  
 Division of Purchasing Date

CONTRACT RECEIVED AND  
 PROCESSED BY  
 DIVISION OF FINANCE DEC 27 2004  
 Division of Finance Date

XXX

STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

JANITORIAL SERVICE  
CONTRACT AGREEMENT  
BRIGHAM CITY REGIONAL CENTER

Contract # 036187

Amendment # 2

TO BE ATTACHED AND MADE A PART OF the above numbered contract, by and between RB DAVIS & COMPANY, whose address is 330 South 300 East, Suite 150, Salt Lake City, Utah 84111, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter called the "DIVISION".

WITNESSETH

WHEREAS, Division and Contractor have heretofore entered into that certain Janitorial Service contract wherein said contract provided that it commenced on January 1, 2003, and terminated on December 31, 2007.

WHEREAS, Division and Contractor are desirous of amending said Contract Agreement pursuant to the terms and conditions as are herein set forth;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreement by and between the parties hereto, Division and Contractor agree to amend said contract agreement as follows:

To add Focus Building to this contract starting October 1, 2004. Please see attached bid proposal for the current monthly breakdown.

**Contract Cost To Date:**

**Focus Building:**

October 1, 2004 through December 31, 2004. Contractor will be paid Two Thousand Twenty-Six Dollars and 50/100 (\$2,026.50) for this three month period, paid in monthly amounts of Six Hundred Seventy-Five Dollars and 50/100 (\$675.50) each, as payment for full services performed during that period.

January 1, 2005 through December 31, 2005. Contractor will be paid Eight Thousand One Hundred Six Dollars (\$8,106.00) for this twelve month period, paid in monthly amounts of Six Hundred Seventy-Five Dollars and 50/100 (\$675.50) each, as payment for full services performed during that period.

January 1, 2006 through December 31, 2006. Contractor will be paid Eight Thousand One Hundred Six Dollars (\$8,106.00) for this twelve month period, paid in monthly amounts of Six Hundred Seventy-Five Dollars and 50/100 (\$675.50) each, as payment for full services performed during that period.

January 1, 2007 through December 31, 2007. Contractor will be paid Eight Thousand One Hundred Six Dollars (\$8,106.00) for this twelve month period, paid in monthly amounts of Six Hundred Seventy-Five Dollars and 50/100 (\$675.50) each, as payment for full services performed during that period.

Total yearly amount for the Brigham City Regional Center will be \$43,713.48, paid in monthly payments of \$3,642.79.

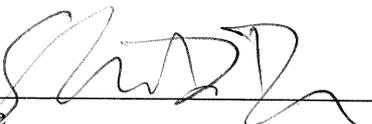
|                          |                     |   |
|--------------------------|---------------------|---|
| Original contract amount | \$319,670.48        |   |
| Amendment #1             | \$ 14,651.00        | changes USU to nighttime cleaning at \$299 per month additional |
| Amendment #2             | <u>\$ 26,344.50</u> | adds Focus to this contract for 39 months                       |
|                          | \$360,665.98        | not to exceed, not guaranteed                                   |

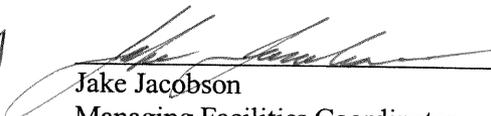
All other terms, conditions and requirements of the original contract and janitorial specifications as amended, shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Contract Agreement on the day and year first above written.

**CONTRACTOR:**  
**RB DAVIS & COMPANY**

**STATE OF UTAH/DIV. OF FACILITIES**  
**CONSTRUCTION AND MANAGEMENT**

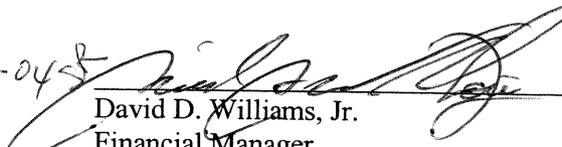
  
\_\_\_\_\_  
Name \_\_\_\_\_ Date 10-29-04  
Title \_\_\_\_\_

  
\_\_\_\_\_  
Name \_\_\_\_\_ Date 11/4/04  
Title Jake Jacobson  
Managing Facilities Coordinator

ATTEST

APPROVED/FUNDS AVAILABILITY:

DAVID TELLO  
\_\_\_\_\_  
Secretary/Officer/Witness \_\_\_\_\_ Date 10-29-04

  
\_\_\_\_\_  
Name \_\_\_\_\_ Date 11/3/04  
Title David D. Williams, Jr.  
Financial Manager

  
\_\_\_\_\_  
Division of Purchasing \_\_\_\_\_ Date NOV 08 2004  
CONTRACT RECEIVED AND  
PROCESSED BY  
DIVISION OF FINANCE  
\_\_\_\_\_  
Division of Finance \_\_\_\_\_ Date NOV 10 2004

XXX

Vendor #: 12042H  
CC: 91039000000  
Amt.: \$334,321.48

**STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**

**JANITORIAL SERVICE  
CONTRACT AGREEMENT  
BRIGHAM CITY REGIONAL CENTER**

**Contract # 036187**

**Amendment # 1**

TO BE ATTACHED AND MADE A PART OF the above numbered contract, by and between RB DAVIS & COMPANY, whose address is 330 South 300 East, Suite 150, Salt Lake City, Utah 84111, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter called the "DIVISION".

**WITNESSETH**

WHEREAS, Division and Contractor have heretofore entered into that certain Janitorial Service contract wherein said contract provided that it commenced on January 1, 2003, and terminated on December 31, 2007.

WHEREAS, Division and Contractor are desirous of amending said Contract Agreement pursuant to the terms and conditions as are herein set forth;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreement by and between the parties hereto, Division and Contractor agree to amend said contract agreement as follows:

To change the cleaning at the Utah State Extension Division from day cleaning to cleaning at night. This change will take place December 1, 2003.

**Contract Cost To Date:**

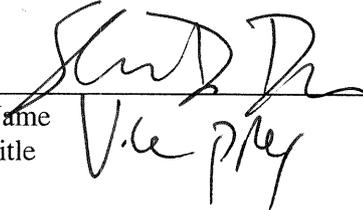
|                          |              |   |
|--------------------------|--------------|---|
| Original contract amount | \$319,670.48 |   |
| Amendment #1             | \$ 14,651.00 | changes USU to days at \$299 per month additional |
|                          | \$334,321.48 | not to exceed, not guaranteed                     |

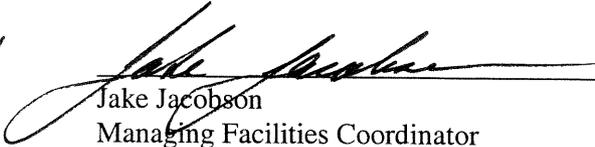
All other terms, conditions and requirements of the original contract and janitorial specifications as amended, shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Contract Agreement on the day and year first above written.

**CONTRACTOR:  
RB DAVIS & COMPANY**

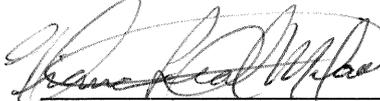
**STATE OF UTAH/DIV. OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

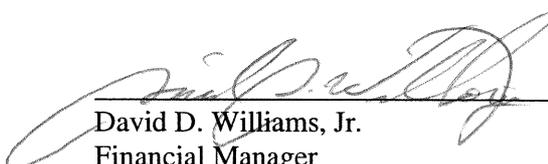
  
\_\_\_\_\_  
Name Title  
Date 1-2-04

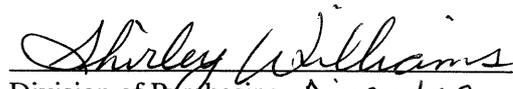
  
\_\_\_\_\_  
Name Title  
Date 1/8/04

ATTEST

APPROVED/FUNDS AVAILABILITY:

  
Secretary/Officer/Witness      01/02/04  
Date

  
David D. Williams, Jr.      1/6/04  
Financial Manager      Date

  
for Division of Purchasing Director      JAN 21 2004  
Date

CONTRACT RECEIVED AND  
PROCESSED BY  
DIVISION OF FINANCE      JAN 23 2004  
Division of Finance      Date

XXX

Member Building Service  
Contractors Association  
International



OGDEN OFFICE  
2404 Washington Blvd. #310  
OGDEN, UTAH 84401  
392-2877

**PROFESSIONAL BUILDING MAINTENANCE**  
215 SOUTH MOUNTAINLANDS DR. • P.O. BOX 613  
OREM, UTAH 84058  
225-4577 • 1-800-303-4577  
E-mail: rbdavis@burgoyne.com  
www.rbdavis.net

SLC OFFICE  
330 SO. 300 E. #150  
SLC, UTAH 84111  
595-0155

October 13, 2003

State of Utah  
DFCM  
Attn: Kathy Baker  
4130 State Office Building  
SLC, UT 84114

Dear Kathy:

The following information is per your request for two bids to change the janitorial cleaning at the Brigham City Complex from Day time service to Evening service (both part of the contract and all of the contract). The hours to be serviced in the evenings will be from 11:00pm to 7:00am. The cost of service will go up because I will need to pay more per hour for cleaners to work the graveyard shift.

**Proposal #1**

Deduct 8 hours from the day shift cleaning for the USU extension, Cosmetology, and Department of Health and add 8 hours for a graveyard shift. An addition \$1.50 per hour will need to be paid to the employee. This translates into an additional **\$299.00** per month (40 hours per week X \$1.50 per hour X 4.33 average number of weeks in a month X .15% loaded costs = \$298.77 or rounded up to 299.00 per month). Subtract \$1993.00 from the contract per month and add \$2292.00 per month with the difference of **\$299.00**.

**Proposal #2**

Convert the entire contract over from day cleaning to night service between the hours of 11:00pm to 7:00am. (80 hours per week X \$1.50 per hour X 4.33 X .15% loaded costs = \$597.54 or rounded up to **\$598.00** per month). The currently monthly price is \$5182.16 and adding an additional \$598.00 per month will increase the amount to **\$5780.16**.

I did an informal poll on Friday October 10<sup>th</sup> and asked employees how they liked the cleaning during the daytime, did they like nighttime cleaning, and what were their preferences? I spoke to a person from the USU extension, Department of Health, Cosmetology, Driver's License Division and BATC. Everyone preferred daytime cleaning and had no problems with the current set up of the contract. The employees had

positive comments to say about the current janitors (Amando and Teresa) and did not have any concerns with the cleaning. Jerry in the Driver's License Division did not want night cleaning at all because of the problems he experienced in the past in Ogden with the nighttime janitors. Ed with BATC wanted a dayporter to help with any emergencies during the day.

Please let me know if you have any additional questions or I can be of help in any way.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shaun D. Davis', with a long horizontal flourish extending to the right.

Shaun D. Davis, CBSE  
Vice President

036187

**STATE OF UTAH  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
JANITORIAL SERVICE MAINTENANCE CONTRACT  
BRIGHAM CITY REGIONAL CENTER  
SOLICITATION NUMBER RM3053**

THIS AGREEMENT made and entered into between R.B. DAVIS & COMPANY, whose address is 215 S. MOUNTAINLANDS DR. OREM, UTAH 84058, hereinafter referred to as "CONTRACTOR", and the STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as the "DIVISION".

**WHEREIN IT IS MUTUALLY AGREED TO AS FOLLOWS:**

THIS AGREEMENT consists of this executed contract document with the following exhibit(s) and attachment(s):

- Standard Terms and Conditions - Exhibit A
- Business license
- Insurance certificate
- Irrevocable Letter of Credit
- Janitorial Plan
  - Cleaning products summary
  - Supervisor's resume
  - Quality program
  - Specifications
  - Performance log
  - Activity Task
  - References
  - Equipment
- Cost Proposal – price sheet and cost breakdown sheet
  - Minimum daily manhours

THIS AGREEMENT shall commence on January 1,2003, and continue until December 31, 2007.

**W I T N E S S E T H**

That the Contractor and the Division, for the consideration hereinafter named hereby covenants and agree to perform work, services and standards as thusly stated:

**ARTICLE 1. DESIGNATED WORK**

The intent of this contract is to place with the Contractor the full and complete responsibility for professional janitorial services of a high degree of cleanliness and good appearance of the premises of any facility or location named herein, by performing for the Division the items of work set out in each separate Specification, Building Work Schedule and collectively on listed attachments attached hereto and made a part hereof.

**Area Serviced**

Brigham City Regional Center  
275 West 1100 South  
Brigham City, Utah

- (a) Locations may be added or deleted from time to time, or changes made at particular location(s) by written agreement of the parties as evidenced by the execution of consecutively numbered amendments. Each consecutively numbered amendment shall list the added or deleted location, building, effective date, and net change in contract price per month for each location. If the amendment covers a new or deleted location, the full charge in monthly prices shall be shown.
- (b) In addition to the above, the Contractor shall, when requested in writing by a DFCM purchase order, perform such additional janitorial service work operations as may be designated by the Division, the contract price for which shall be agreed upon by the parties prior to the performance of such work.
- (c) The Division shall have the right to let separate contracts for other work to be performed at or adjacent to the site of the Contractor's operation that is not covered in this agreement in which event the Contractor shall cooperate in all reasonable ways to facilitate the operations of other contractors and shall avoid unnecessary interference therewith.
- (d) No direction or approval given by the Division, or any representative of the Division, which deviates in any respect from the specifications or other contract documents shall be valid or recognized unless and until same is reduced to writing and issued in the form of a written order over the signature of an authorized representative of the Division so as to become a contract document hereinbefore defined.

## **ARTICLE 2. CONTRACTUAL RELATIONSHIP**

- (a) The Contractor shall have full control and direction over the labor, mode and manner of doing the work according to the Contract and Specifications. All assigned work is to be done by the Contractor or the Contractor's employees and wholly at the risk of the Contractor. During its progress, the Contractor shall take all precautions for the safe performance of the work and the safety of the property, and to prevent injury of persons present.
- (b) The relationship the Contractor shall bear to the Division under this agreement shall be that of an independent contractor for any and all purposes, and nothing herein contained shall be construed to be inconsistent with this relationship status.
- (c) In accordance with the Division's policy with respect to contractor relationships, it is hereby stipulated by the undersigned representative of the Contractor, that to the best of his knowledge and belief the Contractor has not employed, retained, induced, or directed any person employed by the Division to solicit or secure this contract upon agreement, offer, understanding, or publication involving any form of remuneration whatsoever.
- (d) The Contractor shall have none of the rights or privileges available to officers or employees of the State of Utah. Every workman assigned to perform any work relating to this contract shall be fully trained by the contractor prior to working on the premises. In-service training shall also be provided to sustain an acceptable performance level.
- (e) In the event of a work stoppage by employees of the Division or the Contractor or any other of the Division's contractors affecting any of the locations covered herein, Contractor shall furnish service required to keep location in satisfactory condition. In the event of danger to Contractor's employees, this service shall be performed by Contractor's management personnel, in cooperation with Division authorities.

- (f) Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the Division to purchase certain specified services, and other approved purchases for the Division.
- (g) The provisions of this contract shall be governed by the laws of the State of Utah.
- (h) The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
- (i) The Contractor agrees to allow Division and Federal auditors, and Division staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- (j) Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- (k) The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
- (l) A declaration by any court, or by any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- (m) This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
- (n) The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the Division.
- (o) Building keys shall be issued to the Contractor. Contractor shall not make duplicates of these keys. If additional keys are required, Contractor will contact DFCM Facility Coordinator. All key replacements, for broken, lost or stolen keys, shall be charged to the Contractor. Cost to rekey building(s), including new bitting codes, due to lost, misplaced or stolen keys by the Contractor, will be the responsibility of said Contractor. Contractor will be responsible for property which is stolen during the time period it takes to rekey the building(s).

**ARTICLE 3. PERMITS AND LICENSE**

- (a) The Contractor shall secure and pay for all governmental permits and licenses required by law with relation to any work covered by this contract, and shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to the work specified.

**ARTICLE 4. SURETY AND GUARANTEE**

- (a) The Contractor shall provide an irrevocable letter of credit in the amount of \$15,546.96; twenty-five percent (25%) of the current year contract amount. This irrevocable letter of credit shall be delivered to DFCM within fourteen (14) days of the contract award and prior to the commencement of work. The irrevocable letter of credit shall be required for each contract renewal year at 25% of the current renewal year contract amount.

|                                   |             |
|-----------------------------------|-------------|
| January 1, 2003-December 31, 2003 | \$15,546.96 |
| January 1, 2004-December 31, 2004 | \$15,546.96 |
| January 1, 2005-December 31, 2005 | \$15,546.96 |
| January 1, 2006-December 31, 2006 | \$16,013.37 |
| January 1, 2007-December 31, 2007 | \$16,013.37 |

The irrevocable letter of credit shall provide:

1. Irrevocable Letter of Credit No.
2. Expiration Date
3. Contractor's Name
4. Owners Name: Division of Facilities Construction and Management,  
Department of Administrative Services,  
State of Utah
5. Contract Name and Location
6. Partial drawing(s) shall be permitted. Each draft must be marked Draw under Irrevocable Letter of Credit # \_\_\_\_\_, dated \_\_\_\_\_. Drafts must be drawn and presented at the closing parties counter.
7. Issuing party must honor drafts drawn on the irrevocable letter of credit.
8. All request for draws shall be accompanied by a signed statement from an authorized agent of the company, on owner's letterhead, and will include amount of draw, description of draw and contract name and location, letter of credit number.

**ARTICLE 5. INSURANCE**

- (a) The Contractor shall take out, pay for, and at all times during the performance of work hereunder, maintain, through companies or agencies approved by the Division, and containing provisions satisfactory to the Division, insurance including public contingent and employees liability compensation insurance, employee benefit acts; insurance from any and all claims for damage, for all personal injury and including death, and from claims for property damage or loss thereof, which may arise in or result from the performance of the work covered by the contract, or by failure or omission of the Contractor to comply with any of the contract. Such insurance shall include comprehensive general liability and property damage, including automobile, products-completed, operations and blanket broad form contractual, with coverage adequate in the amounts to be determined by the contractor to be reasonably necessary to afford protection from such claims, but with minimum limits as to both bodily injury and property damage of not less than \$1,000,000 each, which coverage shall be written on an occurrence basis.

- (b) Certificates, indicating such insurance to be in force and effect and providing that they will not be canceled during the performance of the work under the contract without thirty (30) days prior written notice to the Division, shall be filed with the Division prior to commencement of work hereunder; provided, however, that the Contractor shall at any time upon request, file duplicate copies of the policies of such insurance with the Division.
- (c) The Contractor shall be liable for any and all personal injury and damage to the facilities, equipment and furnishings caused by his employees, whether such damage was accidental or intentional.
- (d) The Contractor agrees that it/he/she shall at all times protect and indemnify and save harmless the State of Utah and all institutions, agencies, departments, authorities and instrumentalities of the State of Utah, any of their governing bodies or of their boards or commissions, or any of their elected or appointed officers, or any of their employees from any and all claims, damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, occur or grow out of any acts, actions, work or other activity done by the said contractor in the performance and execution of this contract.

#### **ARTICLE 6. LABOR, EQUIPMENT AND SUPPLIES**

- (a) The Contractor shall furnish all labor, tools, equipment, cleaning supplies, compounds, chemicals and materials necessary to perform the work under the contract unless otherwise specified in the Specification – Work Schedule, or otherwise directed on the Individual Building Specification – Work Schedule.
- (b) The Contractor may store tools and equipment in an orderly manner on the Division's premises wholly at his/her own risk when designated space is available, except that gasoline-using equipment shall not be stored inside a building.
- (c) The Contractor agrees to furnish all labor, materials and equipment to complete the work as required in the Specifications which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in the Specifications and shall be subject to inspection and approval of the Division or its authorized representative. The relationship of the Contractor to the Division hereunder is that of an independent contractor.

#### **ARTICLE 7. CANCELLATION, RENEWAL, CANCELLATION FOR CAUSE**

- (a) The contract shall remain in effect on the same terms and conditions. It may be terminated by either party without cause by giving written notice.
- (b) In the event the Contractor, through the result of workmanship or his organization, fails to perform the services agreed to under this contract, the Division may serve written notice upon the contractor of its intentions to terminate said contract; and unless within ten (10) days after serving of such notice, such violations do not cease, the Division may terminate this contract for cause.

If grounds for a second ten-day notice exist within six months of the issuance of a prior appropriate ten-day notice, the Division may issue a termination notice under Article 6 (a) with the sixty day time frame being reduced to ten days.

- (c) Contractor and Division both acknowledge that the Division cannot contract for payment of funds not yet appropriated by the Utah State Legislature. The Division, therefore, reserves the right for the above reason to terminate this contract by giving sixty (60) days notice in the manner heretofore stated in this contract.

#### **ARTICLE 8. INSPECTION OF WORK**

Inspection of the whole, or any part of the work, and of the supplies and materials furnished by the Contractor may be made by the Division's representative or other authorized individual, at anytime.

The Contractor shall provide weekly written inspection reports of the facilities. Contractor shall accompany Division Facilities Coordinator or his designated representative on a monthly (more often, if necessary) inspection of facilities included in the contract.

#### **ARTICLE 9. NON-ASSIGNMENT**

The Contractor shall not assign or sell this contract or his rights or any monies due, or to become due hereunder, nor shall the Contractor subcontract any of its duties hereunder.

SUBCONTRACTOR - No part of the contract shall be sublet by the Contractor without the prior written approval of the Division.

The Contractor and the Division, for themselves, their heirs, successors, executors and administrators, hereby agree to full performance of the covenants herein contained.

#### **ARTICLE 10. COST AND ATTORNEY'S FEES**

In case of default in carrying out the terms and conditions of this contract, the party in default agrees to pay a reasonable attorney's fee and all costs of the other party in enforcing this contract.

#### **ARTICLE 11. CONTRACT SUM PAYMENT**

For the period beginning January 1, 2003 through December 31, 2003, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Two Thousand One Hundred Eighty-Seven Dollars and 84/100 (\$62,187.84) paid in semi-monthly installments of Two Thousand Five Hundred Ninety-One Dollars and 16/100 (\$2,591.16) each, as payment for full services performed during that period.

For the period beginning January 1, 2004 through December 31, 2004, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Two Thousand One Hundred Eighty-Seven Dollars and 84/100 (\$62,187.84) paid in semi-monthly installments of Two Thousand Five Hundred Ninety-One Dollars and 16/100 (\$2,591.16) each, as payment for full services performed during that period.

For the period beginning January 1, 2005 through December 31, 2005, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Two Thousand One Hundred Eighty-Seven Dollars and 84/100 (\$62,187.84) paid in semi-monthly installments of Two Thousand Five Hundred Ninety-One Dollars and 16/100 (\$2,591.16) each, as payment for full services performed during that period.

For the period beginning January 1, 2006 through December 31, 2006, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Four Thousand Fifty-Three Dollars and 48/100 (\$64,053.48) paid

in semi-monthly installments of Two Thousand Six Hundred Sixty-Eight Dollars and 89/100 (\$2,668.89) each, as payment for full services performed during that period.

For the period beginning January 1, 2007 through December 31, 2007, the Contractor agrees to accept for full performance under the contract the sum of Sixty-Four Thousand Fifty-Three Dollars and 48/100 (\$64,053.48) paid in semi-monthly installments of Two Thousand Six Hundred Sixty-Eight Dollars and 89/100 (\$2,668.89) each, as payment for full services performed during that period.

A not to exceed amount of \$1,000 Dollars per year will be allowed for Article 1, Paragraph C, of this Contract.

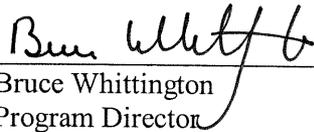
|                         |              |                                    |
|-------------------------|--------------|------------------------------------|
| Original Contract       | \$314,670.48 |                                    |
| Tag Items               | \$ 5,000.00  | One Thousand a Year for Five Years |
| Total Contracted Amount | \$319,670.48 | not to exceed, not guaranteed      |

IN WITNESS WHEREOF, the parties have executed this Contract Agreement on the day and year first above written.

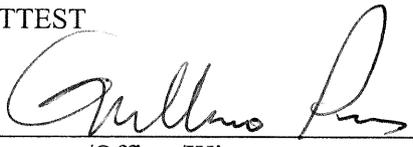
**CONTRACTOR:**  
**RB DAVIS & COMPANY**

  
Shaun Davis  
Regional Manager  
Date 1-6-03

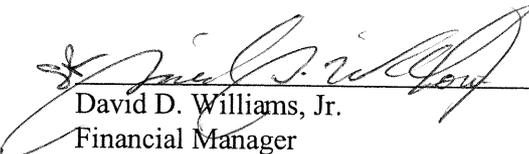
**STATE OF UTAH/DIV. OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

  
Bruce Whittington  
Program Director  
Date 1-10-03

ATTEST

  
Secretary/Officer/Witness  
Date 1-6-03

APPROVED/FUNDS AVAILABILITY

  
David D. Williams, Jr.  
Financial Manager  
Date 1-9-03

  
Division of Purchasing  
Date JAN 23 2003

CONTRACT RECEIVED AND  
PROCESSED BY  
DIVISION OF FINANCE  
Division of Finance  
Date JAN 24 2003

XXX

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

- AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
- INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
- DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

## MANAGEMENT PLAN FOR BRIGHAM CITY COMPLEX

R. B. Davis & Company currently cleans other facilities for the State of Utah of similar size and scope such as Cannon Health Center, Department of Human Services and Provo Regional and has been providing the janitorial service at the Ogden Regional Center for the past five years. R. B. Davis proposes the following plan to begin cleaning the Brigham City Complex during the daytime hours:

There will be two full-time employees working eight hours a day. An additional janitor or the Supervisor will perform the cleaning in the USU are for four hours each Saturday from 9:00am to 1:00 pm. A supervisor will work one hour a day or five hours a week and will be responsible for buffing the VCT tile weekly, ensuring all items listed on the specifications are completed on a daily, weekly, monthly, semi-annual and annual basis. The supervisor will inspect the building on daily basis and do a walk through inspection with a member of the DFCM Facilities Management team once a month. Any discrepancies or problems will be noted and corrected and the supervisor will submit a performance log sheet for each individual area at the end of each month. Cynthia Esquierdo will be the new Supervisor and handle the aforementioned duties described above. She will have carry a company provided pager so she can be reached for any reason at all.

The building will be divided into two zones for cleaning and each janitor will be responsible to clean his/her own zone. The first zone will be **the BATC Main Bldg.** This cleaner will start daily at 6:00am and work until 3:00pm Monday through Friday with once hour off for lunch. He/She will be performing all the cleaning listed in the specifications. All restrooms and break rooms will be thoroughly cleaned once a day before 12:00 noon and all restrooms and break rooms will be checked in the afternoon hours to ensure all toilet paper, paper towels and soap are sufficiently stocked, tables are wiped clean, and trash is taken out. The janitor will complete and Activity Schedule/Checklist daily to ensure all items are completed. This janitor will be the lead and carry a company provided pager for easy communication.

The second zone will be **USU Extension Addition, Utah Drivers License, USU Extension Office, and BATC Beauty College.** This janitor will work from 7:00am to 4:00pm Monday through Friday with one hour off for lunch. He/She will do all the cleaning as listed in the specifications. All restrooms and break rooms will be thoroughly cleaned once a day before 12:00 noon and all restrooms and break rooms will be checked in the afternoon hours to ensure all toilet paper, paper towels and soap are sufficiently stocked, tables are wiped clean, and trash is taken out. All break rooms will be thoroughly cleaned during the morning hours and spot cleaned in the afternoon. The janitor will complete and Activity Schedule/Checklist daily to ensure all items are completed.

One janitor will work four hours on Saturday cleaning the USU extension. He/she will perform all the duties listed in the specifications.

The total number of daily hours to be spent cleaning this building will be **Seventeen** (two full-time cleaners at eight hours per day, one half day-porter Saturdays only at four hours per day, and one supervisor at one hour per day. R. B. Davis & Company will provide additional man-hours and supervisors to set up the account for daytime cleaning. These hours will not be charged to DFCM. R. B. Davis & Company will cover any additional costs involved in the change over phase. All janitors will receive the appropriate background clearances before entering the building. Each employee will have a vest, smock, or shirt with the R. B. Davis logo on it to identify him/her to all employees in the building.

The Supervisor will have a list of employees to contact in case of emergency of if someone does not show up for work (the list will be of employees who have received the background clearances). All cleaning will be performed during the hours of 6:00 am to 5:00 pm unless specific arrangements are made through DFCM to do specialty work such as stripping and waxing of floors or cleaning the interior windows. The Supervisor will buff all the VCT floors 1X week.

R. B. Davis & Company anticipates concerns regarding the janitorial cleaning during the daytime hours and the noise made from the commercial Sanitaire vacuums. R. B. Davis will purchase two dual motor vacuums that are low decibel sound and will help immensely in performing the vacuuming during the daytime hours.

Shaun D. Davis will be the Management Person directly responsible for the contract. He will do spot inspections on a weekly basis and work closely with the Supervisor to ensure all items are completed according to the contract. Shaun has a cell phone and can be reached directly through this mode of communication. Any complaints or concerns will be logged into the computer and resolved within a one hour time frame if possible and definitely within the day time working hours if needed.

A current list of all MSDS (Material Safety Data Sheets) will be kept in the main janitor closet in the basement. R. B. Davis will provide a high-speed burnisher to polish all the VCT floors and a maid cart for the restroom cleaner. A complete list of supplies can be found in another section of this bid. Shaun will coordinate the interior window cleaning and the stripping and waxing for the VCT floors with Cynthia and DFCM twice a year.

## **SAFETY AND SECURITY**

All employees will be responsible for the keys they check out and they shall be returned at the completion on their specific shift to security. Each janitor will be issued an access card and if the access card is lost, stolen, or damaged in any way, a \$15.00 charge will be assessed to replace it.

R. B. Davis will use safety equipment as defined by OSHA such as wet floor signs, restroom closed signs, disposable gloves, etc. Any equipment that is broken or in need of repair will be immediately reported to the on-site supervisor.

All employees will be in compliance with Federal Regulations 29 CFR 1910.1030 Blood borne Pathogens Standard.

**SPECIFICATIONS  
JANITORIAL SERVICE CONTRACT  
BRIGHAM CITY REGIONAL CENTER  
SOLICITATION NUMBER RM3053**

This specification details the requirements to be followed in providing janitorial services as itemized below. Failure to fully comply with all of the following specifications may be basis for the automatic rejection and disqualification of the entire proposal. The buildings for which service will be provided are:

|                               |                     |
|-------------------------------|---------------------|
| BATC Main Bldg.               | ~26,711 square feet |
| Utah Drivers License          | ~2,182 square feet  |
| USU Extension Office          | ~15,716 square feet |
| BATC Beauty College           | ~4,400 square feet  |
| USU Extension Addition (BATC) | ~7,000 square feet  |

These specifications are minimum requirements and must be met in every respect unless otherwise specifically stipulated to in writing by the State of Utah, Department of Administrative Services, Division of Facilities Construction and Management, hereinafter referred to as Division.

**SPECIFIC STIPULATIONS**

**I. Special Areas**

Not included in the listed square footage figures, but to be cleaned under DFCM supervision. These specific areas are:

**ALL LOCKED VAULTS  
Mechanical and Equipment Areas  
Designated Supply and Storage Rooms  
Telephone Equipment Rooms**

**II. Security**

1. Each work person **shall be uniformed in a common uniform representing and identifying the Contractor.** Work persons and supervisors shall at all times wear this identifying uniform on the premises.
2. The Division shall require that all work persons receive security clearance through building security. It is the responsibility of the Contractor to provide employees who will pass such a security clearance.
3. There will be **no visitors (friends, children, etc.)** of work persons allowed on the premises during working hours.
4. Each employee is responsible for their keys and access card and shall not share or pass to other employees. The contractor shall return each card and set of keys as employees are terminated or monthly fees shall be held until such time as keys and cards are returned.

## II. Safety

1. The Contractor shall make every effort to protect and keep safe anyone in the facility while janitorial services are being performed.
2. The Contractor shall provide and use safety barriers, signs, etc., when doing floor or overhead work to properly block off unsafe areas and warn and protect from hazard all passersby.
3. The Contractor shall provide all safety apparatus necessary to protect employees so they may operate equipment safely. The Contractor is further obligated to ascertain that all equipment is operated safely and according to current OSHA standards
4. The Contractor shall be responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of all equipment before allowing them to use said equipment.
5. The Contractor shall be responsible for insuring that they and their employees are in compliance with the requirements of the Federal Regulations 29 CFR 1910.1030 Bloodborne Pathogens Standard.

## IV. Supplies

1. All chemicals used will be properly labeled by the Contractor and shall be approved in writing by the Division. A list of all chemicals to be used shall be submitted in writing for approval by the Division at least fifteen (15) days before beginning the work. All chemicals used must have Materials Safety Data Sheets (MSDS) attached. **These sheets are to be in a log in each area that chemicals are stored.**
2. All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, shall be supplied by the Division and installed by the Contractor. Contractor will supply all trash can liners.
3. The Contractor shall maintain an accurate perpetual inventory of all materials turned over to him and shall keep records of the rate of usage of these supplies.

## V. Employee Performance

Certain conduct cannot be tolerated on the premises. The Contractor shall enforce these conduct requirements strictly such as, but not limited to:

1. Theft, abuse or misuse of supplies or equipment at any location in the facility;
2. Verbal or physical abuse of any person, either employee, visitor or otherwise;
3. Use of, or displaying the effect of, alcohol or drugs during work hours;
4. Failure to follow specific security instructions;
5. Deliberate or habitual failure to follow safety instructions;

6. Consistent failure to wear the proper and designated work uniform in a clean, well-maintained condition;
7. All *No Smoking* ordinances, rules and policies shall be strictly observed in the facility included as a part of this janitorial contract.
8. No personal use of phones or office equipment.

**VI. Equipment**

1. All high-grade equipment used shall be supplied by the Contractor. Only commercial vacuums, cleaners and buffers which thoroughly clean, polish and buff shall be used.
2. Equipment shall be kept in good repair. Equipment which is in such a state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e.: defective or missing bumper cords, housing covers, etc.

**VII. Extra**

1. Other services may be requested as necessary. The cost of all extra services shall be negotiated between parties, unless stipulated in the bid. The cost of labor shall be based on the per hour cost established for the contract, unless otherwise agreed to. The base rate for this contract shall be in accordance with the Federal Minimum Wage Regulations.

**VIII. Special Work Required**

1. The Contractor shall coordinate with the Division's representative so as to perform all work under this contract without disrupting any special function scheduled in offices or committee rooms.

**IX. Work Required**

CLEANING SCHEDULE: Schedules or calendars of all periodic work shall be turned in to the Facilities Manager weekly (or updated weekly).

**X. HOURLY SET UP OF FACILITY**

1. The Contractor shall provide sufficient workmen and **Supervisor**, on a five (5) day week basis, Monday through Friday, to adequately perform the work. Work shall be accomplished between the hours of 6:00 a.m. and 6:00 p.m, or as requested by Facility Coordinator. It will be necessary to sit down with each building representative and DFCM Facility Coordinator to set the time and availability of specific areas in the buildings. Authorized state holidays shall be excluded. The Contractor shall provide time cards to verify hours worked. CONTRACTOR SHALL PROVIDE A TIME CLOCK AT EACH LOCATION FOR THE PURPOSE OF RECORDING AND VERIFYING HOURS WORKED. **All original time cards and sign-in sheets shall be submitted to DFCM ISF Accounting by Contractor with payment invoices.** The minimum hourly rate for this contract shall be in compliance with the Federal Minimum Wage Regulations.
2. The Contractor shall provide the following minimum man-hours per day:  
17 per day + 4 on Saturday

There shall be one (1) supervisor for every ten (10) employees on a five (5) day a week basis, Monday through Friday, to adequately perform the work. If the Contractor fails to provide the labor man-hours agreed to, the number of hours shorted shall be deducted from contract payment.

3. Tenant requests shall be made through the Division representative, except for minor cleaning requests, which may be made directly to the workman using a communication system jointly agreed upon by the Division and the Contractor.

## **XII. Schedule of Performance**

This schedule itemizes, by frequency category, the tasks expected in the regular cleaning of the facility, and shall be the minimum acceptable performance. Tasks have been defined to allow more efficient inspection of task performance. The Contractor shall provide a detailed schedule of the task or area to be serviced on a given date.

Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the Division and shall be specified in writing.

XXX

**SPECIFICATIONS ON JANITORIAL DUTIES**  
**BRIGHAM CITY COMPLEX**

**DAILY SERVICES**

1. CHECK WITH SECURITY AND DFCM FOR ANY COMPLAINTS, CONCERNS, ETC.
2. EMPTY ALL WASTE BASKETS AND REPLACE TORN OR DIRTY LINERS. EMPTY TRASH CANS IN LOBBY AREAS.
3. VACUUM ALL CARPETED SURFACES. ALL CONFERENCE ROOMS HALLWAYS, AND OFFICES. VACUUM ALL WALK OFF MATS.
4. SPOT CLEAN CARPETS.
5. DUST PARTITION TOPS, PICTURE FRAMES, FILING CABINETS, ETC
6. SPOT CLEAN DOOR GLASS IN ENTRYWAYS
7. CLEAN AND POLISH DRINKING FOUNTAINS.
8. WIPE DOWN TABLES, COUNTER TOPS, WIPE OUT MICROWAVES AND STRAIGHTEN CHAIRS IN ALL BREAKROOMS AND CAFETERIA.
9. SWEEP FRONT AND BACK ENTRANCES AND REMOVE GARBAGE.
10. CLEAN OUT CIGARETTE ASHTRAYS.
11. CHECK ALL FLOORS FOR TRASH AND EMPTY BOXES THAT HAVE BEEN MARKED TRASH. TAKE TRASH OUT TO COMPACTOR.
12. THOROUGHLY SWEEP/MOP BATC BEAUTY COLLEGE FLOORS
13. VACUUM WALK OFF MATS AND STAIRS.
14. SWEEP AND MOP LOBBY AREAS AND HALLWAYS. BE SURE TO PUT YELLOW CAUTION SIGNS AND ORANGE CONES WHEN MOPPING THESE FLOORS.
15. SPOT CLEAN WALLS, WINDOWS, ETC.
16. **CARRY PAGER WITH YOU AT ALL TIMES.**
17. PUT ALL CHAIRS IN ORDER AROUND CONFERENCE ROOM TABLES.

**RESTROOM SERVICES DAILY**

- A. CLEAN AND POLISH MIRRORS AND METAL AROUND MIRRORS.
- B. CLEAN AND DISENFECT SINKS.
- C. CHECK SOAP, PAPER TOWELS, SEAT COVERS, FEMININE NAPKIN, AND TOILET PAPER DISPENSERS AND REFILL IF NECESSARY.
- D. CLEAN TOILETS WITH RIPTIDE.
- E. CHECK THE WALLS AND FLOORS FOR DRIP MARKS AND SPOT CLEAN.
- F. SWEEP ALL FLOORS AND MOP FLOORS. BE SURE TO PUT A RESTROOM CLOSED YELLOW SIGN IN FRONT OF DOOR WHEN CLEANING.
- G. WIPE DUST FROM PARTITION TOPS, DISPENSERS, ETC.
- H. SPOT CLEAN PARTITIONS WITH DISENFECTANT.
- I. POLISH ALL BRITE WORK.

### **WEEKLY SERVICES**

1. VACUUM STAIRWELLS (EDGES AND CORNERS). SPOT-CHECK EVERY OTHER DAY FOR DEBRIS.
2. WIPE DOWN HANDRAILS WITH DISENFECTANT.
3. MOP DENTAL LINOLIUM FLOORS AREA.
4. DUST TOPS OF CUBICLE PARTITIONS.
5. DUST ALL WINDOW LEDGES.
6. POUR WATER IN ALL FLOOR DRAINS IN THE RESTROOMS.
7. EMPTY VACUUM BAGS ON MONDAY
8. CLEAN OUT JANITORS CLOSET ON FRIDAY. WIPE CLEAN SLOP SINK AND SWEEP/MOP THE FLOOR. KEEP AREA CLEAN.
9. BUFF VCT FLOORS IN HALLWAYS AND OFFICES ON WEDNESDAY
10. SPOT CLEAN DOORS, DOOR FRAMES, PARTITION FRAMES AND WALL SWITCHES.
11. DUST DOWN AND WIPE WITH DISENFECTANT LOBBY CHAIRS AND CONFERENCE CHAIRS. VACUUM IF CHAIRS ARE CLOTH AND SPOT CLEAN.

### **MONTHLY SERVICES**

1. PERFORM ALL HIGH DUSTING OF VENTS, MOLDING, ETC.
2. CLEAN AND POLISH WOOD FURNITURE, WIPE DOWN PLASTIC AND LEATHER FURNITURE.
3. CLEAN KICKPLATES TO ALL DOORS.
4. CLEAN THRESHOLD RUNNERS IN THE BOTTOMS OF THE DOORS.
5. DUST ALL VENETIAN BLINDS.
6. SPOT CLEAN DISPLAY CASES IN THE LOBBY INSIDE AND OUT.

### **SEMI-ANNUAL**

1. STRIP AND WAX ALL VCT TILE.
2. CLEAN ALL INTERIOR WINDOWS IN APRIL AND OCTOBER.

### **ANNUAL**

1. MACHINE SCRUB RESTROOM FLOORS
2. SERVICE ALL VACUUMS AND HIGH SPEED BURNISHER.
3. WASH OUT ANY GARBAGE CANS THAT ARE DIRTY, STICKY, OR THAT STINK. WASH OUT ALL LOBBY GARBAGE CANS AND ALL GARBAGE CANS IN BREAK ROOMS AND CAFETERIA.

## **CLEANERS EQUIPMENT**

1. ALL EMPLOYEES MUST WEAR A VEST, APRON OR SHIRT WITH THE R.B. DAVIS LOGO EACH DAY.
2. JANITOR CLOSET MUST BE KEPT CLEAN AND ORDERLY.
3. ALL BOTTLES MUST HAVE A READABLE LABEL AND ALL MSDS SHEETS WILL BE KEPT IN THE MAIN JANITOR CLOSET IN THE BASEMENT.
4. CONTROL BOOK SIGNE AND CHECKED EACH DAY.
5. ALL NOTES RESPONDED TO IN WRITING.
6. THE JANITOR MUST BE RESPONSIBLE TO CLOCK IN AND OUT AT THE DESIGNATED TIMECLOCK. ANY CORRECTIONS TO THE TIMECARD WILL NOT BE ACCEPTED WITHOUT SUPERVISOR'S APPROVAL. ANY LOST ACCESS CARDS WILL COST \$20.00 TO REPLACE.
7. REPORT ANY MAINTENANCE ITEMS TO MAINTENANCE.

Building designation: \_\_\_\_\_  
 Area: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Supervisor: \_\_\_\_\_

**R.B. DAVIS CO.**  
**Performance Log**

**RATING SCALE**  
 (1-10; 10=excellent)

**DAILY SERVICES / SERVICIOS DIARIOS**

|   |   |   |   |   |   |   |   |   |   |    |
|---|---|---|---|---|---|---|---|---|---|----|
| Empty all wastebaskets and carry to trash pick up area, replace dirty or torn garbage liners; empty waste baskets by elevators<br>Vaciar todos los botes de basura, cambiar las bolsas sucias o rotas; sacar la basura por los elevadores | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Do not drag or place garbage bags on carpet! Always use a plastic tarp.<br>¡No tirar o poner las bolsas de basura sobre la alfombra! Siempre use una lona plástica.   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Sweep all tiled surfaces<br>Barrer todas las superficies que tengan azulejo   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Spot carpets<br>Limpie las manchas en las alfombras   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Clean and polish drinking fountains<br>Limpie y lustre los bebederos de agua  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Dust desks and office equipment<br>Sacuda el polvo de los escritorios, y equipo de oficina  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Clean ash trays<br>Limpie los ceniceros   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Spot clean door glass and glass partitions<br>Limpie las manchas en las puertas de vidrio y cualquier otra division de vidrio   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Police grounds, remove debris<br>Recoja la basura al rededor de los edificios, quiter los escombros   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Replace trash liners<br>Reemplaze las bolsas de las basura  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

**WEEKLY SERVICES (SERVISIOS SEMANALES)**

|  |   |   |   |   |   |   |   |   |   |    |
|--|---|---|---|---|---|---|---|---|---|----|
| Sweep sidewalk in front of entrance<br>Barrea la acera enfrente de la entrada  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Dust ledges and window sills<br>Sacud los antepechos ye el carril de la ventana  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Dust verticle sides of desks, chairs, etc.<br>Sacuda los lados verticales de los escritorios, sillas, etc.   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Clean and polish desks that have been cleared of paperwork<br>Limpie y lustre los escritforios que no tienen papeles encima  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Clean lint and dirt from furniture, corners and edges of carpeting and stairs<br>Limpie la peluza y lo sucio de los muebles, las esquinas y las orillas de las alfombras y las escaleras       | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Spot clean doors, door frames, partition frames and wall swithes<br>Limpiar las manchas en las puerrtas, en los marcos, las divisiones de los marcos y los interruptores de luz en las paredes | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

**MONTHLY SERVICES / SERVICIOS MENSUALES**  
 (Write in date completed/Escribe la fecha completado)

|  |   |   |   |   |   |   |   |   |   |    |
|--|---|---|---|---|---|---|---|---|---|----|
| Perform high dusting (above the head)<br>Sacuda bien todo lo que este alto (arriba de la cabeza) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Dust picture frames and moldings<br>Sacuda los marcos de las pinturas y las esculturas           | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

Building designation: \_\_\_\_\_  
 Area: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Supervisor: \_\_\_\_\_

**R.B. DAVIS CO.  
 Performance Log**

**MONTHLY SERVICES / SERVICIOS MENSUALES (cont'd.)**

|   |   |   |   |   |   |   |   |   |   |    |
|---|---|---|---|---|---|---|---|---|---|----|
| Brush down ceiling vents<br>Limpia con cepillo las rejillas de ventilacion que se encuentren en el techo                                      | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Clean and polish wooden furniture, wipe down plastic and leather furniture<br>Limpie y lustre los muebles de madera, de plastico y de piel    | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Clean threshold runner at bottom of doors<br>Limpiar el umbral de abajo de las puertas.   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Dust venetian blinds<br>Sacudia las persianas   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Delime drinking fountains, sinks and fixtures (detail brush clean)<br>Quite el sarro de los bebederos de agua, los lavabos y otros accesorios | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

**RESTROOM SERVICES / SERVICIOS PARA EL BAÑO  
 DAILY SERVICES / SERVICIOS DIARIOS**

|   |   |   |   |   |   |   |   |   |   |    |
|---|---|---|---|---|---|---|---|---|---|----|
| Empty waste containers<br>Vacier los botes de basura  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Polish metal and mirrors<br>Lustrer los metales y los espejos   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Clean and sanitize lavatory fixtures<br>Limpiar y esterelizer los accessories del baño  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Sanitize underside and tops of toilet seats, inside bowls and urinals<br>Esterelizar los lados de abajo y arriba de la acentadera de las taza del baño adentro de la taza y los uriniales | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Refill soap, towels, tissue and feminine napkin holders<br>Rellener el jabon, toallas, papel de baño y lo recipientes de toallas femeninas  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Wipe walls, toilet compartment, partitions and wall switches<br>Limpiar las paredes, las divisiones del compartimento de las taza del baño  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Mop and sanitize floors<br>Trapae y esterelize los pisos  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

**WEEKLY SERVICES / SERVICIOS SEMANALES**

|  |   |   |   |   |   |   |   |   |   |    |
|--|---|---|---|---|---|---|---|---|---|----|
| Dust tops of doors, lights, partitions and frames, all horizontal surfaces<br>Sacudir arriba de las puertas, las luces, las divisiones y marcos, todas las superficies horzintales | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Scrub corners and edges, all hard to clean floor spaces<br>Limpie las esqunas y las orillas de todos los espacios de los pisos que son dificies de limpiar                         | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

**MONTHLY SERVICES / SERVICIOS MENSUALES**

(Write in date completed/Escribe la fecha completado)

|  |   |   |   |   |   |   |   |   |   |    |
|--|---|---|---|---|---|---|---|---|---|----|
| Brush down vents<br>Sacuda el polvo de las rejillas de ventilacion | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--|---|---|---|---|---|---|---|---|---|----|

**CLEANERS EQUIPMENT / EQUIPO DE LIMPIADORES**

|  |   |   |   |   |   |   |   |   |   |    |
|--|---|---|---|---|---|---|---|---|---|----|
| Uniform clothes neat and clean (Wear uniform daily)<br>El uniforme que este limpio y bien ordenado (Usar el uniforme diaramente) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Janitor closet neat, clean and orderly<br>El armario del conserje que este kimpio y en orden                                     | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Vacuum emptied and inspected<br>La aspiradora que este vacia y inspeccionada   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

Building designation: \_\_\_\_\_  
Area: \_\_\_\_\_  
Date: \_\_\_\_\_  
Supervisor: \_\_\_\_\_

**R.B. DAVIS CO.  
Performance Log**

**CLEANERS EQUIPMENT / EQUIPO DE LIMPIADORES (cont'd.)**

All bottles and supplies labeled

Todos los frascos y los materiales deben estar etiquetados

Control book signed and checked daily

El libro de control firmado y revisado diariamente

1 2 3 4 5 6 7 8 9 10

Notes responded to in writing

Notas contestadas por escrito

1 2 3 4 5 6 7 8 9 10

Janitorial Proposal Price Sheet

Brigham City Regional Complex  
275 West 1100 South  
Brigham City, Utah

Contract Name/Company  
Address and Phone

**R.B. DAVIS & CO.**  
Professional Building Maintenance

2404 Washington Blvd. #310  
OGDEN, UTAH 84401  
392-2877

1. CONTRACT

Cost for janitorial service in adherence to all contract documents and work schedules shall be:

(Building A) BATC Main Building Building ~26,711 square feet

|                   |                     |                   |                     |
|-------------------|---------------------|-------------------|---------------------|
| 1st Contract Year | \$ <u>29,850.13</u> | 4th Contract Year | \$ <u>30,745.67</u> |
| 2nd Contract Year | \$ <u>29,850.13</u> | 5th Contract Year | \$ <u>30,745.67</u> |
| 3rd Contract Year | \$ <u>29,850.13</u> |                   |                     |

(Building C) Utah Drivers License ~2,182 square feet

|                   |                   |                   |                   |
|-------------------|-------------------|-------------------|-------------------|
| 1st Contract Year | \$ <u>1865.67</u> | 4th Contract Year | \$ <u>1921.60</u> |
| 2nd Contract Year | \$ <u>1865.67</u> | 5th Contract Year | \$ <u>1921.60</u> |
| 3rd Contract Year | \$ <u>1865.67</u> |                   |                   |

(Building D) USU Extension Office ~15,716 square feet

|                   |                     |                   |                     |
|-------------------|---------------------|-------------------|---------------------|
| 1st Contract Year | \$ <u>17,412.59</u> | 4th Contract Year | \$ <u>17,934.97</u> |
| 2nd Contract Year | \$ <u>17,412.59</u> | 5th Contract Year | \$ <u>17,934.97</u> |
| 3rd Contract Year | \$ <u>17,412.59</u> |                   |                     |

(Building E) BATC Beauty College ~4,400 square feet

|                   |                   |                   |                   |
|-------------------|-------------------|-------------------|-------------------|
| 1st Contract Year | \$ <u>4975.02</u> | 4th Contract Year | \$ <u>5124.27</u> |
| 2nd Contract Year | \$ <u>4975.02</u> | 5th Contract Year | \$ <u>5124.27</u> |
| 3rd Contract Year | \$ <u>4975.02</u> |                   |                   |

(Building G) USU Extension Addition (BATC) ~7,000 square feet

|                   |                   |                   |                   |
|-------------------|-------------------|-------------------|-------------------|
| 1st Contract Year | \$ <u>8084.47</u> | 4th Contract Year | \$ <u>8326.97</u> |
| 2nd Contract Year | \$ <u>8084.47</u> | 5th Contract Year | \$ <u>8326.97</u> |
| 3rd Contract Year | \$ <u>8084.47</u> |                   |                   |

Total contract cost for 5 years \$ 314,670.48

Payments will be made in monthly installments. Contractor's billing shall be submitted within five (5) days following each periods completed work, along with the timesheets for that period. to the following:

DFCM  
Kathy Baker, Contracts Coordinator  
4130 State Office Building  
Salt Lake City, UT 84114

A complete breakdown of all costs for labor (by classification, hourly wage), equipment, overhead, profit, other, etc. for each year IS REQUIRED with this proposal.

## 2. CONTRACT LABOR

For extra work, unscheduled emergency or additional services not included in the above quoted price, the rate per hour (including all loaded payroll costs) and markup will be as follows:

|                     |              |             |              |
|---------------------|--------------|-------------|--------------|
| Building Supervisor | \$ <u>15</u> | Lead Person | \$ <u>14</u> |
| Porter or Matron    | \$ <u>14</u> | Janitor     | \$ <u>13</u> |
| Floor Person        | \$ <u>14</u> | Utility     | \$ <u>13</u> |
| Other               | \$ <u>14</u> | Other       | \$ <u>13</u> |

## 3. EXTRA WORK

For extra work, unscheduled emergency or additional services not included in the contract price, the total set price (including all labor, equipment and supply costs) will be as follows:

Carpet/Rug Extraction \$ .105 per square foot.  
Special activities on Saturdays - cost per hour \$ 16

XXX

## MONTHLY JOB COST

|   |                           |
|---|---------------------------|
| Direct Labor - 2 janitors @ 8 Hrs day @ \$8.50 hr                                       | <u>\$ 2,994.40</u>        |
| Manager/Supervisor - 1 @ 1.0 hr day @ \$10.50 hr  | <u>\$ 52.50</u>           |
| 1 Janitor @ 4 hours to clean USU area each Sat@ \$8.50 hr<br><b>17.00 Hours per day</b> | <u>\$ 147.22</u>          |
| Total Labor & Supervision   | <u><u>\$ 3,194.12</u></u> |

## Wage Related Costs:

|  |                         |
|--|-------------------------|
| FICA .0765 x Total Labor & Supervision                       | <u>\$ 244.35</u>        |
| State Unemployment .04 x Total Labor & Supervision           | <u>\$ 127.76</u>        |
| Federal unemployment .03 x Total Labor & Supervision         | <u>\$ 95.82</u>         |
| Workman's Compensation .014 x Total labor & Supervision      | <u>\$ 44.72</u>         |
| General Liability Insurance .014 x Total Labor & Supervision | <u>\$ 44.72</u>         |
| Total Loaded Labor & Supervision                             | <u><u>\$ 557.37</u></u> |
| Uniforms   | <u>\$ 10.00</u>         |
| Vacation   | <u>\$ -</u>             |
| Cleaning Supplies  | <u>\$ 79.00</u>         |
| Plastic Liners For Trash Receptacles                         | <u>\$ 140.00</u>        |
| Equipment (amortized over twelve months)                     | <u>\$ 119.00</u>        |
| Pagers/Phone   | <u>\$ 55.00</u>         |
| Interior Windows \$300.00 (per month)                        | <u>\$ 25.00</u>         |
| Strip/Wax Floors 2X Year (per month) Total VCT 6308 sq. ft.  | <u>\$ 262.83</u>        |
| Letter of Credit from financial institution                  | <u>\$ 20.00</u>         |
| Insurance (\$100.00 toward personal plan per F/T employee)   | <u>\$ 200.00</u>        |

|   |                      |
|---|----------------------|
| Miscellaneous                                       | \$ -                 |
| Total Direct Expenses                               | <u>\$ 910.83</u>     |
| Overhead  | <u>\$ 190.00</u>     |
| Profit  | <u>\$ 330.00</u>     |
| Cost of Living Increase 2%                          | \$ -                 |
| Total Monthly Bid                                   | <u>\$ 5,182.32</u>   |
| Extra Work Rates:                                   |                      |
| Regular Time  | <u>\$ 15.00</u>      |
| Overtime  | <u>\$ 24.00</u>      |
| Saturday  | \$ -                 |
| <b>Annual Costs</b>                                 |                      |
| Year 1  | \$ 62,187.84         |
| Year 2  | \$ 62,187.84         |
| Year 3  | \$ 62,187.84         |
| Year 4 (cost of living increase of .03% =\$1865.64) | \$ 64,053.48         |
| Year 5 (cost of living increase of .03% =\$1865.64) | \$ 64,053.48         |
| <b>Total Cost Five Years</b>                        | <b>\$ 314,670.48</b> |

**PROPOSED MINIMUM DAILY MAN-HOURS:**

BRIGHAM CITY COMPLEX 17 HOURS.  
SEE MANAGEMENT PLAN IN SECTION 3 FOR A  
COMPLETE BREAKDOWN.