

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH C.E. BERRY JANITORIAL SERVICE TO PROVIDE JANITORIAL SERVICES

WHEREAS, the City of Osage Beach seeks to engage a company to provide janitorial services for City Hall, the Police Department and the Public Works Facility; and

WHEREAS, the City requested bids for such services and C.E. Berry Janitorial Service was the apparent low bidder; and

WHEREAS, the City has determined that C. E. Berry Janitorial Service is able to provide such services as stated in the specifications for Janitorial Services.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT.

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with C. E. Berry Janitorial Service substantially under the terms set forth in the attached contract identified as Exhibit A.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed sixteen thousand six hundred twenty dollars (\$16,620.00).

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect on January 1, 2016.

READ FIRST TIME: December 17, 2015 READ SECOND TIME: December 17, 2015

I hereby certify that the above Ordinance No. 15.101 was duly passed on December 17, 2015 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

|              |   |         |   |
|--------------|---|---------|---|
| Ayes:        | 6 | Nays:   | 0 |
| Abstentions: | 0 | Absent: | 0 |

This Ordinance is hereby transmitted to the Mayor for her signature.

December 17, 2015  
Date

  
Diann Warner, City Clerk

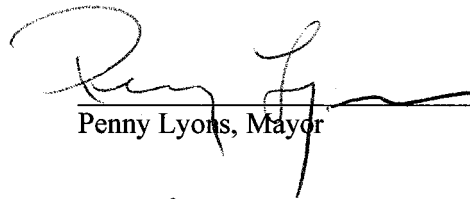
Approved as to form:

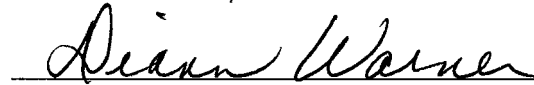
  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 15.101.

December 17, 2015  
Date

ATTEST:

  
\_\_\_\_\_  
Penny Lyons, Mayor

  
\_\_\_\_\_  
Diann Warner, City Clerk



**EXHIBIT A**

**JANITORIAL SERVICES CONTRACT**

**OSAGE BEACH, MISSOURI**

This Agreement is made and entered into this 17 day of December, 2015, by and between the City of Osage Beach, Missouri, hereinafter referred to as "City" and C.E. Berry Janitorial Service, hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, City heretofore submitted a request for bids for janitorial services for City Hall, Police Department and the Public Works facility; and;

WHEREAS, specifications for janitorial services were prepared by the City and became a part of the bid request package, and;

WHEREAS, Company was selected as the lowest and best bid and awarded the bid for janitorial services for the City, and;

WHEREAS, the parties desire to enter into an agreement setting forth their respective rights, responsibilities and obligations.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between the parties as follows:

1. Maintenance Service. Company agrees to perform janitorial services for City during the term of this agreement as may be directed by the Assistant City Administrator or Building Official all specifications incorporated in Exhibit A attached hereto.

2. Failure to Fulfill Requirements. If Company fails to fulfill the requirements set forth in this Agreement or the City is not satisfied with the quality of service, the City may terminate this Agreement upon giving a thirty (30) day written notice to Company.

3. Period of Contract. This Agreement shall run from January 1, 2016 to December 31, 2016. During the thirty (30) day period after the expiration date, the City may renew the Agreement for two additional years upon the same terms and conditions set forth herein. Company will provide janitorial maintenance service for \$16,620.00 per year, payable on a monthly basis.

The parties agree that the yearly contract for an option to renew in years 2017 and 2018 shall be as follows:

Janitorial Services 2017: sixteen thousand six hundred twenty dollars (\$16,620.00)

Janitorial Services 2018: sixteen thousand six hundred twenty dollars (\$16,620.00)

Any additional work will be billed at \$16.50 per man hour when requested and approved by the City.

Company agrees that it will provide all equipment, manpower and chemicals necessary to fulfill requirements of this contract. City's obligation to pay Company is contingent on Company fulfilling the terms of the bid specifications outlined in this agreement.

4. Insurance Requirements.

Company must obtain a business license and be bonded. Company must provide a certificate of liability insurance and certificate of insurance for workers compensation.

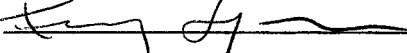
5. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns. This Agreement may not be assigned by Company without the express written consent of City. The City reserves the right to accept or reject any personnel assigned by the company to perform the services under this contract. Either party may terminate this agreement upon a thirty day written notice.

6. Indemnity and Hold Harmless.


Company shall protect, indemnify and hold harmless the City from any and all claims, for any loss, damage or injuries sustained by any person or entity which may arise out of any work performed or actions taken pursuant to this contract.

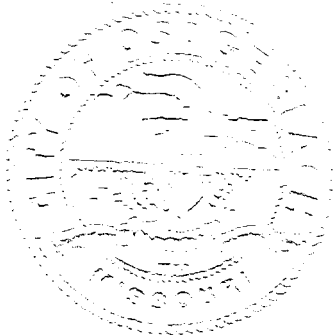
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

City of Osage Beach, Missouri

By:   
Penny Lyons, Mayor

Attest:

  
City Clerk



Company:

  
C.E. Berry Janitorial Services

**SPECIFICATIONS  
FOR JANITORIAL SERVICE**

**CITY OF OSAGE BEACH, MISSOURI**

**General Requirements**

The Janitorial Services Company (hereafter referred to as Company) desired is one which is highly professional, has broad experience with servicing commercial property and expertise with commercial grade cleaning agents, chemicals, and related equipment.

Company must have a formal training plan in place for employee safety relative to proper handling, labeling and use of janitorial supplies, chemicals and MSDS requirements.

Company must have a formal safety-training program in place, which addresses issues associated with hazardous situations, proper lifting, operation of equipment, and use of personal protection equipment, and all OSHA Safety Requirements.

Company must provide a list of three references with facilities and work tasks similar to that addressed herein. Company must provide proper identification and a background check for any person who enters City Hall under the authority granted to the selected bidder. The contract may be immediately terminated by the City for failure to pass a background check.

Successful bidder must obtain a merchant license and be bonded. Company must provide a certificate of liability insurance and certificate of insurance for workers compensation. Company shall protect, indemnify and hold harmless the City of Osage Beach from any and all claims, for any loss, damage or injuries sustained by any person who may arise out of any work performed or actions taken pursuant to this contract. Services must be provided after 5:00 p.m. on the days specified.

**Enrollment in Federal Work Authorization program**

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

**Authorized employees**

Contractor acknowledges that Section 285.530 RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

Pursuant to Missouri Statute RSMo. 285.530(1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five-thousand dollars (\$5,000.00) by the City of Osage Beach, Missouri to a business entity, the business entity shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to employees working in connection with the contracted

services; and sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City reserves the right to reject any and all bids, to waive informalities or irregularities, and to determine the lowest responsive and responsible bidder, and to award the contract on that basis. All Bidders must agree that such rejection shall be without liability on the part of the OWNER for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidder seek any recourse of any kind against OWNER because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

### **Terms for Successful Bidder**

A single Company will be selected to service City Hall and the Police Department, located at 1000 City Parkway Osage Beach Mo 65065, as well as Public Works, located at 5757 Chapel Dr. Osage Beach Mo 65065. The company will be required to invoice on a monthly basis only. Additional areas may be requested for services based on a per square foot or per hour basis, as agreed upon by both parties prior to additional service performed. Separate monthly invoicing will be required for such additional services

Company shall have access to janitorial closet at each location indicated above. Company shall keep all labeled cleaning agents, chemicals, supplies and equipment in good order in such closet.

The City will furnish all paper products, disposable items and trash can liners. The Company will notify the City when the supply stock is nearing completion.

### **City Hall**

The following services are to be provided on Monday, Wednesday and Friday. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with the Assistant City Administrator and/or the Building Official.

### **Restrooms**

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.
- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles.

### **Kitchens, Kitchenettes, Elevators, Courtroom, Conference Rooms, Fitness Rooms, Jail Cells, Hallways and Patrol Officers Area Room 209, Police Records/Front Desk area**

- a. Clean and disinfect sinks, counters and tables.
- b. Wipe all vending machines. Wipe inside and outside of refrigerators, microwaves and stoves. Notify City of excessive abuse.
- c. Clean and align chairs in applicable rooms.
- d. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary.
- e. Clean toilets and sinks in jail cells. Notify City of any excessive abuse.
- f. Sweep and mop all tile floors using disinfectant on floors.

- g. Vacuum all carpeted areas, including area rugs.
- h. Turn off any lights that you turned on. Lock any doors that you unlocked.
- i. Disinfect all door handles, knobs and push bars.
- j. Empty trash receptacles including all individual work areas.

**Lobby Areas, Stairwells/Vestibules**

- a. Empty all trash receptacles inside and outside, including ashtrays.
- b. Clean doors and door glass inside and outside
- c. Clean windows inside and outside (grade level only).
- d. Clean and shine drinking fountains.
- e. Sweep and mop all tile floors, including stairwells.
- f. Vacuum all carpeted areas, including area rugs.
- g. Turn off any lights that you turned on. Lock any doors that you unlocked.
- h. Disinfect all door handles, knobs and push bars.
- i. Dust and disinfect all handrails and guardrails.
- j. Clean and dust horizontal and vertical surfaces including baseboards and blinds as necessary

**Floors**

- a. Tile floors will be maintained by sweeping and mopping using disinfectant, and buffing twice a month.
- b. Ceramic tile will be maintained by sweeping and mopping using disinfectant.

The following services are to be provided daily. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

**Front Lobby Area and Front Men's and Women's Restrooms**

- a. Clean as described in Lobby Areas and Restroom Sections listed above.
- b. Empty trash receptacles, inside and out.
- c. Clean restroom facilities on the Police Department side of the building as described above for restrooms.

The following services are to be provided on a monthly basis. Services are to be provided after 5:00pm on the days specified, unless other arrangements are made with, the Assistant City Administrator and/or the Building Official.

- a. Unfinished area on the lower level shall be swept once per month.

**Public Works**

The following services are to be provided on Tuesdays and Thursdays. Services are to be provided after 4:00pm on the days specified, unless other arrangements are made with the Public Works Director and/or the Assistant City Administrator.

**Restrooms**

- a. Clean and disinfect toilets, urinals, sinks, stalls, partitions, towel dispensers, grab bars and door handles.
- b. Replenish all soap, paper and disposable products.
- c. Clean and shine mirrors, towel dispensers, grab bars and door handles.



- d. Wash or dust all stalls, walls, baseboards, vents and lockers as necessary.
- e. Sweep and mop all tile floors using disinfectant on floors.
- f. Turn off any lights that you turned on.
- g. Empty trash receptacles.

Main office area downstairs, Forman's office, map room, hallways, and stairs

- a. Clean and disinfect counters and tables
- b. Clean interior glass surfaces not including outside windows
- c. Sweep and mop all tile and vinyl floors
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Breakroom

- a. Clean and disinfect sinks, counters and tables
- b. Wipe down vending machines
- c. Sweep and mop all tile floors using disinfectant
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Lobby areas

- a. Replace trash liners inside and outside, including ashtrays
- b. Clean doors and door glass
- c. Sweep and mop vinyl floors using disinfectant
- d. Vacuum, sweep, or shake rugs (vacuum provided by Public Works)

Outside trash can

- a. Replace trash liners

Bay area

- a. Replace trash liners

**FAILURE TO FULFILL REQUIREMENTS.** City may terminate this Agreement upon a thirty (30) day written notice to Company if not satisfied with the quality of service.

**PERIOD OF CONTRACT.** This Agreement shall run from January 1, 2016 to Dec 31, 2016. The City Administrator may renew the Agreement for up to an additional two years upon the same terms and conditions set forth herein and prices set forth below, if he/she is satisfied with the quality of work.

**BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns. Provided however, this Agreement may not be assigned by Company without the express written consent of City.

Your Bid

\$ 16,620.00 YEARLY Base Price for all Above Mentioned Services

\$ 16.50 Per hour cleaning for any additional services not listed.

**Additional Pricing**

Option to renew for years 2017 and 2018;

\$ 16,620.00 YEARLY 2017

\$ 16,620.00 YEARLY 2018



Dated at NOVEMBER 24, 2015 this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

Name of Firm

C. E. BERRY JANITORIAL SERVICE  
Signature of Authorized Representative

\_\_\_\_\_  
Address of Bidder

1821 BELTWAY DRIVE, OVERLAND, MISSOURI 63114  
Telephone Number 314-428-0000