



CITY OF CREVE COEUR, MISSOURI

PROPOSAL REQUEST

FOR

Custodial Services Contract

For the

Creve Coeur Government Center,
Creve Coeur Police Building &
Dielmann Recreation Center

Bids Due By 2:00 PM, Tuesday, September 6, 2022

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

Mr. Jim Heines
Director of Public Works
August 2022



INVITATION FOR BIDS

Sealed Bids, in duplicate, for **Custodial Services Contract** in the City of Creve Coeur, Missouri, will be received by Mr. James Heines, Director of Public Works, until **2 PM Tuesday, September 6, 2022**, at the Public Works office, located in the Creve Coeur Government Center, 300 North New Ballas Road, Creve Coeur, Missouri 63141, and will thereafter be publicly opened and read.

The scope of work for this project includes the provision of custodial services at the Creve Coeur Government Center located at 300 N. New Ballas Rd, Creve Coeur, MO 63141, the Creve Coeur Police Department located at 350 N. New Ballas Rd., Creve Coeur, MO 63141, and the Dielmann Recreation Center located at 11400 Olde Cabin Rd. from November 1, 2022 to October 31, 2024 with optional one year extension. The work involved with this project is described in further detail within the Scope of Work and Technical Description. It is recommended that each bidder visit the site to become familiar with the conditions. A pre-bid meeting will be held at the Creve Coeur Government Center at **10 AM Thursday, August 25, 2022**. Prospective bidders are encouraged to attend to view the buildings and ask questions.

Bid Documents will be available beginning Thursday, August 18, 2022 on the City's Website at www.crevecoeurmo.gov. Questions regarding this project should be directed to: Jim Heines, Director of Public Works, at (314) 872-2538 or at jheines@crevecoeurmo.gov.

The City reserves the right to reject any and all bids and to waive all informalities in Bids. By submitting Bid, a Bidder agrees that their Bid will not be withdrawn for a period of sixty (60) days except as provided herein, subsequent to the specified time for receipt of Bids and further agrees to the terms and conditions of this invitation and the Award of Contract section regarding the bidding process. No low Bidder shall have a business expectancy merely because their Bid is the lowest one received: until the contract has been awarded, no business expectancy exists. Bids may be withdrawn solely for demonstrated and verifiable clerical or typographical mistake, but not mistake of judgment.

City of Creve Coeur

James H. Heines
Director of Public Works

ENVIRONMENTAL SUSTAINABILITY

The City of Creve Coeur promotes environmentally sustainable practices by purchasing environmentally preferable products when cost, quality, variety, quantity, delivery time, and other defined specifications are not significantly inferior to competing commodities and services. Whenever possible, proposals shall provide applicable information relating to how the vendor's product is environmentally preferable. Environmentally preferable products are commodities or services that carry the certification of one (1) of the following national independent environmental certifying programs:

- EPEAT (Electronic Product Environmental Assessment)
- Energy Star
- Environmental Choice (Canada EcoLogo)
- Forest Stewardship Council
- Green Guard for Children and Schools
- Green Seal
- Green-e
- USDA Organic

Or that assume one (1) or more of the following qualities to a greater degree than comparable commodities and services:

- Biobased
- Biodegradable
- Carcinogen-free
- Chlorofluorocarbon-free (CFC-free)
- Compostable
- Durable or reusable, as opposed to single-use or disposable
- Energy efficient
- Heavy-metal free (e.g. no lead, mercury, cadmium)
- Less hazardous
- Low volatile organic compound (VOC) content
- Low-toxicity
- Made from rapidly renewable materials
- Persistent, bioaccumulative toxic free (PBT-free)
- Procured from vendors and contractors that follow green policies in their own operations
- Produced locally or regionally (to minimize environmental costs associated with shipping)
- Recyclable
- Recycled content
- Reduced greenhouse gas emissions
- Reduced packaging, especially polystyrene
- Refurbished
- Resource efficiency
- Upgradeable
- Water Efficient

PURCHASE OF MATERIALS AND EQUIPMENT

Sales to Contractors who purchase materials and supplies to fulfill their contracts for an exempt organizations are not subject to sales tax provided the exempt organization furnishes a copy of their current exemption letter and a project exemption certificate to the Contractor, authorizing the purchases for the Project. The exempt organization may monitor all supplies purchased, used, and consumed in fulfilling the project.

A project exemption certificate shall include, but may not be limited to, the following:

The exempt entity's name, address, Missouri Tax Identification Number, and signature of an authorized representative of the exempt entity;

The project location, description, and unique identification number;

Date the contract is entered into;

The estimated project completion date; and

The certificate expiration date.

Contractors must provide a copy of the City's exemption letter and the project exemption certificate to suppliers when purchasing materials and supplies to be consumed in the Project.

Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling these contracts.

Suppliers shall render to the Contractor invoices bearing the name of the City and the project identification number. These invoices must be retained by the purchasing Contractor for a period of five (5) years.

Contractors must file a sales tax return for all excess resalable materials and supplies which are not returned to the supplier. This return must be filed and paid no later than the due date of the Contractor's sales tax return following the month in which the Contractor determines that the materials were not used in the project.

MATERIALS SUPPLIED BY THE CITY

The city shall supply paper goods and trash can liners during this contract. Paper goods will include toilet paper and paper towels. Trash can liners will include smaller bags which fit into personal office trash cans and larger trash bags which service large cans in the employee lunchrooms.

BIDDER'S REPRESENTATIONS

Each Bidder, by making his Bid, represents and warrants that:

- They has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- They has visited the site, has familiarized himself with the local conditions under which the Work is to be performed, and has correlated his observations with the requirements of the proposed Contract Documents.
- Their Bid is based upon the materials, products, systems, and equipment required by the Bidding Documents.
- The contact information in the Bid shall be deemed current unless and until notice of change is provided in writing to the City. Failure to provide current contact information shall be deemed waiver of any and all rights to notice or action thereon or thereafter.

AWARD OF CONTRACT

Following receipt, to the satisfaction of the City, of all information required by this proposal request, the City shall mail to the successful Bidder and unsuccessful Bidders the Notice of Award of the Contract.

Within five (5) working days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents, and shall furnish the Certificates of Insurance required by the contract. In the event the successful Bidder fails to execute and deliver the Contract Documents and the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract to another Bidder. Notice of such action shall be sent to unsuccessful Bidders by regular mail.

Any Bidder who has an objection or concern which they would have standing to raise in court under applicable law regarding the award of the Contract shall deliver written notice thereof to the City Clerk in the form of a sworn detailed complaint within one week after the date of mailing of the notice of award or shall be deemed to have waived any and all rights to contest the award. Upon receipt of such complaint, a hearing shall be scheduled by the City Administrator to be conducted before him or her as a contested proceeding pursuant to Chapter 536 RSMo. including with rights to judicial review. No other form of remedy, judicial or otherwise, may be sought to contest the award. The City Council shall be promptly notified by the City Administrator of his or her decision and may at any time prior to a timely petition for judicial review, or expiration of 30 days after such decision, either confirm or overturn that decision. Absent any such action by the City Council, upon the filing of a timely petition for judicial review, or expiration of such 30 day period, the City Council shall be deemed to have confirmed the decision.

CONTRACTOR'S AFFIDAVIT FOR PUBLIC PROJECTS

STATE OF MISSOURI)
) ss
COUNTY OF _____)

The undersigned, being duly sworn, does state and depose as follows:

1. I am the _____(title) of _____(company) which is a contractor on the **Custodial Services Contract with the City of Creve Coeur, Missouri submitted herewith** and authorized to sign this Affidavit on the Company's behalf.

2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

3. The Contractor and its subcontractors have Workers' Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.

4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.

Authorized Officer of Contractor

Subscribed and sworn to before me this _____ day of _____,
2022.

Notary Public
My commission expires: _____

NON-COLLUSION AFFIDAVIT

**Project: Custodial Services Contract
Creve Coeur Government Center
300 N. New Ballas Rd.
Creve Coeur, Missouri 63141**

**Creve Coeur Polioce Building
350 N. New Ballas Rd.
Creve Coeur, MO 63141**

**Dielmann Recreation Center
11400 Olde Cabin Rd.
Creve Coeur, MO 63141**

STATE OF _____,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he is _____ *(sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Applicant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

SIGNED: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2022.

Seal of Notary

Notary Public

My Commission Expires: _____

* In completing this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

Scope of Work and Technical Description

Custodial Services Contract for the
Creve Coeur Government Center
Police Department Building,
& the Dielmann Recreation Complex

CITY OF CREVE COEUR, MO

The City of Creve Coeur, MO is soliciting proposals for Custodial Services at the Creve Coeur Government Center and Police Station located at 300 & 350 North New Ballas Road, MO 63141.

The city is bidding a two (2) year custodial services contract for the period from November 1, 2022 to October 31, 2024 with a 1-year extension available at the City's option. We recommend each bidder attend the pre-bid meeting where we will conduct a walk-through of the building to familiarize themselves with the areas to be cleaned and offer the opportunity to ask questions. Listed below and on the next several pages are the expectations and requirements of this contract.

GENERAL REQUIREMENTS: Government Center Upper and Lower Levels

Entrance, Lobby and Hallways

Empty trash, spot clean containers & replace liners (DAILY)
Clean and drinking fountains (DAILY)
Clean / dust reception areas, counter tops and window panels (DAILY)
Straighten magazines and brochures in holders (as needed)
Vacuum carpeting and mats (as needed, no less than WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Sanitize door handles and door knobs (DAILY)
Clean glass on all entry doors and service counters (DAILY)
Dust baseboards (WEEKLY)
Wipe furniture (WEEKLY)
Empty cigarette urns - outside designated areas (WEEKLY)
Wet mop hard surface floors – get into corners & under floor mats (as needed, no less than WEEKLY)
Dry Mop floors (DAILY or as needed)

Private Offices, Cubicles/Work Stations/Conference Rooms

Empty trash, spot clean containers & replace liners (DAILY)
Spot clean interior glass (as needed or at least MONTHLY)
Vacuum carpeting, get into hard to reach areas (as needed, no less than WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Sanitize tables & flat surfaces – (WEEKLY)
High dust areas to include vents, blinds and door and window frames – (MONTHLY)
Low dust areas to include chair and table legs – (MONTHLY)
Wipe and sanitize telephones – (WEEKLY)
Dust baseboards – (WEEKLY)

Council Chambers

Empty trash, spot clean containers & replace liners as needed
Vacuum carpeting, get into hard to reach areas (WEEKLY)
Damp wipe, chairs, tables, podium and dais (as needed, no less than MONTHLY)

Break Room, Employee Lunchrooms & Coffee Bar

Empty trash, spot clean containers and replace liners (DAILY)
Sanitize door, refrigerator and appliances handles (DAILY)
Clean and straighten coffee areas (DAILY)
Clean and sanitize tables, chairs, counter tops and sinks (DAILY)
Clean Microwave ovens ((DAILY)
Spot clean walls (DAILY)
Clean front of vending machines, and refrigerator (WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Mop hard surface floors (as needed, no less than WEEKLY)
Dust top of refrigerator and window sills (WEEKLY)

Restrooms, Locker Rooms, Workout Rooms

Clean and disinfect toilet bowls and urinals (DAILY)
Scour and disinfect sinks and fixtures (DAILY)
Clean and disinfect countertops (DAILY)
Clean mirrors (DAILY)
Empty trash, spot clean container and replace liners (DAILY)
Dust vents and horizontal surfaces (DAILY)
Spot clean walls, light switches and cabinets (DAILY)
Restock restrooms with supplies (towels & tissue) (DAILY)
Sweep/ dry mop floors – get into corners (DAILY)
Clean and wipe down shower stalls (DAILY)
Wash and disinfect hard floors, get into corners (DAILY)
Clean partitions in restrooms (WEEKLY)
Replenish paper goods & toilet seat covers, (as needed)

Stairwell(s)

Sweep/dry mop hard surface floors (WEEKLY)
Check stairwells for trash (DAILY)
Vacuum carpeting, including mats (WEEKLY)
Dust handrails and supports (WEEKLY)
Wet mop stairs – get into corners (WEEKLY)

Elevator(s)

Vacuum carpeted areas (WEEKLY)
Vacuum elevator tracks (WEEKLY)
Clean and wipe elevator cabs (WEEKLY)
Clean and sanitize keypads (DAILY)

Janitorial Closet(s) & Storage Area(s)

Clean utility sink (DAILY)
Maintain equipment and supplies in a neat and orderly fashion (DAILY)
Remove trash and empty boxes (DAILY)
Sweep / mop floors (WEEKLY)

Areas to be **EXCLUDED** at the Government Center:

Government Center

Multi Purpose Room & Kitchen
Office spaces and meeting rooms north of the lower level main entrance
Gymnasium

GENERAL REQUIREMENTS: Police Building Upper and Lower Levels

Entrance, Lobby and Hallways

Empty trash, spot clean containers & replace liners (DAILY)
Clean and drinking fountains (DAILY)
Clean / dust reception areas, counter tops and window panels (DAILY)
Straighten magazines and brochures in holders (as needed)
Vacuum carpeting and mats (as needed, no less than WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Sanitize door handles and door knobs (DAILY)
Clean glass on all entry doors and service counters (DAILY)
Dust baseboards (WEEKLY)
Wipe furniture (WEEKLY)
Empty cigarette urns - outside designated areas (WEEKLY)
Wet mop hard surface floors – get into corners & under floor mats (as needed, no less than WEEKLY)
Dry Mop floors (DAILY or as needed)

Private Offices, Cubicles/Work Stations/Conference Rooms

Empty trash, spot clean containers & replace liners (DAILY)
Spot clean interior glass (as needed or at least MONTHLY)
Vacuum carpeting, get into hard to reach areas (as needed, no less than WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Damp wipe tables & flat surfaces – (WEEKLY) desktops upon request
High dust areas to include vents, blinds and door and window frames – (MONTHLY)
Low dust areas to include chair and table legs – (MONTHLY)
Wipe and sanitize telephones – (WEEKLY)
Dust baseboards – (WEEKLY)

Council Chambers

Empty trash, spot clean containers & replace liners as needed
Vacuum carpeting, get into hard to reach areas (WEEKLY)
Damp wipe, chairs, tables, podium and dais (as needed, no less than MONTHLY)

Break Room, Employee Lunchrooms & Coffee Bar

Empty trash, spot clean containers and replace liners (DAILY)
Sanitize door, refrigerator and appliances handles (DAILY)
Clean and straighten coffee areas (DAILY)
Clean and sanitize tables, chairs, counter tops and sinks (DAILY)
Clean Microwave ovens ((DAILY)
Spot clean walls (DAILY)
Clean front of vending machines, and refrigerator (WEEKLY)
Sweep / dry mop hard surface floors – get into corners (DAILY)
Mop hard surface floors (as needed, no less than WEEKLY)
Dust top of refrigerator and window sills (WEEKLY)

Restrooms, Locker Rooms, Workout Rooms

Clean and disinfect toilet bowls and urinals (DAILY)
Scour and disinfect sinks and fixtures (DAILY)
Clean and disinfect countertops (DAILY)
Clean mirrors (DAILY)
Empty trash, spot clean container and replace liners (DAILY)
Dust vents and horizontal surfaces (DAILY)
Spot clean walls, light switches and cabinets (DAILY)
Restock restrooms with supplies (towels & tissue) (DAILY)
Sweep/ dry mop floors – get into corners (DAILY)
Clean and wipe down shower stalls (DAILY)
Wash and disinfect hard floors, get into corners (DAILY)
Dust locker doors/vents and bench seat/track (WEEKLY)
Clean partitions in restrooms (WEEKLY)
Replenish paper goods & toilet seat covers, (as needed)

Stairwell(s)

Sweep / dry mop hard surface floors (DAILY)
Check stairwells for trash (DAILY)
Vacuum carpeting, including mats (WEEKLY)
Dust handrails and supports (WEEKLY)
Wet mop stairs – get into corners (WEEKLY)

Elevator(s)

Vacuum carpeted areas (WEEKLY)
Vacuum elevator tracks (WEEKLY)
Clean and wipe elevator cabs (WEEKLY)
Clean and sanitize keypads (DAILY)

Janitorial Closet(s) & Storage Area(s)

Clean utility sink (DAILY)
Maintain equipment and supplies in a neat and orderly fashion (DAILY)
Remove trash and empty boxes (DAILY)
Sweep / mop floors (WEEKLY)

Areas to be **EXCLUDED at the Police Building:**

Police Station

Photo Lab
Shooting Range
Armory
I.T. Room
Police Department Closets
Cell Block
Holding Area
Booking Area
Finger Print Room

GENERAL REQUIREMENTS: Dielmann Recreation Complex

Golf Locker Rooms (2) / Rink Lobby Restrooms (2) / Rink Locker Rooms (6)

Clean and disinfect toilet bowls and urinals (DAILY)
Scour and disinfect sinks and fixtures (DAILY)
Clean and disinfect countertops (DAILY)
Clean mirrors (DAILY)
Empty trash, spot clean container and replace liners (DAILY)
Clean ice rink locker room showers (DAILY)
Dust vents and horizontal surfaces (DAILY)
Spot clean walls, light switches and cabinets (DAILY)
Restock restrooms with supplies (towels & tissue) (DAILY)
Sweep/ dry mop floors – get into corners (DAILY)
Clean and wipe down shower stalls (DAILY)
Wash and disinfect hard floors, get into corners (DAILY)
Clean partitions in restrooms (WEEKLY)
Replenish paper goods (as needed)

Working Hours (3 hours per day, Sunday thru Thursday (preferred)

1st Choice – 7 to 10 AM

2nd Choice – 7 to 10 PM

DAILY LOGS

City staff will develop log sheets based on the scope of services and areas listed herein. Contractor will initial Daily Log sheets as work is completed and submit to the city at the end of each cycle (WEEKLY).

DUE DATE

Consideration will be given only to those responsive bids timely received in the City of Creve Coeur's Public Works Department at 300 North New Ballas Road, Creve Coeur, MO 63141. Telephone proposals will not be considered. Proposals accepted in person, US mail, or Courier addressed to Jim Heines, Director of Public Works.

WORKING HOURS

Contractor shall work with city staff to establish regular cleaning hours Monday through Friday each week **NOT** during normal business hours (8 AM-5 PM) at the Government Center. Once hours are established schedule will remain the same each night to create regularity for Office staff and Police, unless otherwise approved by the City.

PRE-BID MEETING

There will be a pre-bid meeting held at the Creve Coeur Government Center at **10 AM, Thursday August 25, 2022**. Bidders are encouraged to attend the meeting. Staff will go over the scope of services, answer questions, and provide a tour of the facility. No other tours of the facility will be given before the bid due date.

SUBMITTAL DATE

Responses to this Request for Proposal will be accepted up to **2:00 PM, Tuesday, September 6, 2022 at:**

**Office of the Director of Public Works
City of Creve Coeur
CUSTODIAL SERVICES CONTRACT
300 North New Ballas Road
Creve Coeur, MO 63141**

DISQUALIFICATION OF BIDDERS

Failure to comply with any part of the invitation shall be sufficient for the disqualification of a bidder and the rejection of his proposal.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall submit a statement of the bidder's qualifications, his years of experience in the industry, supplies available for the proposed work, current certificate of liability insurance and (4) references. It is the right of the City to reject any bid where an investigation of the available evidence or personnel information does not satisfy the City. Successful bidder will be required to have personnel go through a thorough background check by the Creve Coeur Police Department.

CONTRACT

The current contract for custodial services ends October 31, 2022. Successful bidder should plan to start work on November 1, 2022. City staff will work with the successful bidder to ensure a smooth transition.

CUSTODIAL SERVICES CONTRACT

**GOVERNMENT CENTER – Upper and Lower Levels
300 N NEW BALLAS ROAD**

**POLICE STATION – Upper and Lower Level
350 N. NEW BALLAS RD.**

**DIELMANN RECREATION COMPLEX
11400 Olde Cabin Rd.**

1. YEARS OF EXPERIENCE IN INDUSTRY: _____

2. TYPE OF PRODUCTS YOU WILL SUPPLY: _____

**The city will provide paper goods, trash can liners and storage space for the successful bidder's equipment and cleaning supplies. Bidders should include cost of cleaning supplies into their proposed monthly cost. Closets on each floor are available for the storage of such items.

3. (4) REFERENCES:

Contact Name Company Phone

a.) _____

b.) _____

c.) _____

d.) _____

4. CERTIFICATE OF LIABILITY INSURANCE ATTACHED: (Yes)_____ (No)_____

5. INITIAL WALK THROUGH COMPLETED: (Yes)_____ (No)_____

6. MONTHLY FEE TO PROVIDE SERVICES UPSTAIRS AND DOWNSTAIRS – 2 LEVELS:

BUILDING LOCATION

MONTHLY RATE

Government Center 300 N. New Ballas

Specific Areas on Upper and Lower Level
 Apprx: 25,000,000 SQ FT –Servies (5) times per week

\$ _____

Police Station – 350 N. New Ballas Rd.

Specific Areas Upper and Lower Levels
 Approximately 18,000 Sq. Ft. Services (5) times per week

\$ _____

Dielmann Recreation Complex – 11400 Olde Cabin Rd.

Specific Areas
 Approximately 2,850 Sq. Ft. Services (5) times per week

\$ _____

Total cost to clean all locations (5 times weekly)

\$ _____

Price to clean windows inside and outside. This service will likely happen in both Spring and Fall:

Location

Price per Cleaning

Government Center (300 N. new Ballas)

\$ _____

Police Station (350 N. New Ballas)

\$ _____

NOTES

(IF NECESSARY): _____

Address:

 Company Name

Tel No. & email:

 Submitter's Name

 Title

 Date



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2022, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, _____ with offices at (hereinafter called the "Contractor"). The project is identified as the **CUSTODIAL SERVICES CONTRACT** (hereinafter called the "Work" or the "Project").

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I

The Contract Documents

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

- 1) Environmental Sustainability Statement
- 2) Purchase of Materials and Equipment Statement
- 3) Contractor's Affidavit for Public Projects
- 4) Non-Collusion Affidavit
- 5) Scope of Work and Technical Description
- 6) Bid Form
- 7) Contract Agreement

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the City-Contractor Agreement are applicable to this Agreement.

ARTICLE II
Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III
The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the services adjusted to account for any Modification(s) made in compliance with Article VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents the final contract value at the time of the execution of this Agreement.

The Contract Sum for this Work shall be x dollars and y cents (\$ xx,xxx.yy per month). All payments for the Work shall be based upon the monthly fee as identified on the bid form.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, the City shall pay the Contractor as follows:

- (1) On or about the 25th day of each month, the vendor will submit an invoice for the previous month's services;
- (2) Staff will process the invoice in a timely manner.
- (3) Once approved the city will finalize the payment process and issue a check for the correct amount owed within 30 days of receipt of invoice.

ARTICLE V
Performance of the Work

a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a schedule of services and times of day that the vendor will on site to perform those duties.
and
- (2) a list of workers and their vital information to be submitted so background check can be performed for admittance into secure areas

Once schedule is approved by City, there shall be no change unless otherwise approved by City. Any proposed new worker shall also submit to background check. No worker shall be employed on site without ongoing approval of the City.

b) Completion of the Work in accordance with the time limits set forth in the work schedule is an essential condition of the Contract.

c) After Commencement of the Work on November 1, 2019, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Work Schedule. If the Contractor falls behind the work schedule for any reason, he shall promptly take, such action as is necessary to remedy the delay, provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor. Work shall continue until October 31, 2021 unless the City provides notice of extension by August 31, 2021 in which case work shall continue until October 31, 2022.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the work schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Work Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Work Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a

Change Order from the City. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be presented by the Contractor in the proposed Change Order.

(b) If the requested change would result in a delay in the Work Schedule, the provisions of paragraph (c) of Article V and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Work Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be based on a negotiated price between the city and the vendor.

ARTICLE VIII

Termination by City

Performance of the Work hereunder may be terminated in whole or part by the City in its discretion by giving thirty (30) days prior written notice to the Contractor.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
 - \$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
 - \$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
 - \$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
4. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
5. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment and supplies as necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes performance of custodial services at the Creve Coeur Government Center. The Scope of Work provides for items as more specifically described in the attached Scope of Work and Technical Description. All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

INSERT

Scope of Work and Technical Description

HERE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

By: _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____