AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH B & H CLEANING SERVICES 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 B & H Cleaning Services was the a qualified and interested bidder; and

WHEREAS, the City has determined that B & H Cleaning Services is able to provide \* such services as stated in the specifications for Janitorial Services.

THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. That the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with B & H Cleaning Services 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 Twenty-Eight Thousand dollars (\$28,000.00) plus any additional work to be billed at twenty-five dollars (\$25.00) per hour.

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 from and after the date of passage and approval by the Mayor.

READ FIRST TIME:

August 15, 2019

READ SECOND TIME: August 15, 2019

I hereby certify that the above Ordinance No. 19.56 was duly passed on August 15, 2019 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Aves: 5

Navs: 0

Abstain: 0

Absent: 1

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

Date lingust 152019

Approved as to form:

I hereby approve Ordinance No. 19.56

Mgust 5, 2019

n Olivarri, Mayor

## JANITORIAL SERVICES CONTRACT OSAGE BEACH, MISSOURI

This Agreement is made and entered into this between the City of Osage Beach, Missouri, hereinafte	day of_	Chagust	_, 2019, by and
between the City of Osage Beach, Missouri, hereinafte	r referred to as "C	lity" and B21	Cleaning
hereinafter referred to as "Company".			0

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WITNESSETH:

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

WHEREAS, specifications for the 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 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. <u>Maintenance Service</u>. 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 including all specifications incorporated in, Exhibit A, attached hereto.
- 2. <u>Failure to Fulfill Requirements</u>. This Agreement may be discontinued by either party upon giving a thirty (30) day written notice.
- 4. <u>Binding Effect</u>. 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.
- 5. <u>Included Documents</u>. This Agreement consists of the request for proposal for Osage Beach Janitorial Services, Barriera proposal form, Exhibit A- Specifications for Janitorial services, and this contract.

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

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## Janitorial Services Contract Page 2

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

City of Ocege Beach, Missouri

John Olivarri, Mayor

Attest:

Maria Rennell

Company:

Company Name