

CITY OF BELLE MEADE
JANITORIAL SERVICES CONTRACT 2022-2024

THIS CONTRACT entered into this _____ day of _____, 2022, by and between The City of Belle Meade, a municipal corporation, hereinafter called the “City” and _____ hereinafter called the “Contractor”.

WITNESSETH

In consideration of the mutual promises of the parties hereto, they do AGREE as follows:

ARTICLE I – Scope of this Contract

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services necessary to perform all work required for cleaning services for the Belle Meade City Hall building, 4705 Harding Road, Nashville, Tennessee, 37205, in accordance with specifications attached, and in strict accordance with the terms and provisions of this Contract.

The work shall be commenced on October 1, 2022, and shall be completed on September 30, 2024, unless extended or terminated sooner in accordance with the terms of this Contract.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

Contract time may be extended for two (2) twelve (12) month periods subject to agreement by City and Contractor.

ARTICLE II – Changes

1. The City may, by written order, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
2. Except as otherwise provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE III – Payment

As consideration for performing all work and services set forth in this Contract, the City agrees to pay the Contractor in accordance with the monthly Base Price of: (price in words and dollar amount), as set forth in the Contract Bid Form. Payment will be made each month upon receipt of statement for the period in which services have been performed.

ARTICLE IV – Final Payment

Upon completion of the work under this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment the City is to be released from all liability whatever growing out of the Contract.

ARTICLE V – Insurance and Bonds:

The Contractor shall at all time during the Contract maintain in full force and effect, Employer’s Liability, Workmen’s Compensation, Public Liability and Property Damage Insurance, including Contractual Liability Coverage for the provisions of ARTICLE XIII (Indemnification by Contractor). All insurance shall be by insurers and for policy limits as stated below. Before commencement of work, the Contractor agrees to furnish the City with certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder”.

All policies shall name the City of Belle Meade as additional insured.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Workmen’s Compensation	Statutory limits for the State of Tennessee
Employer’s Liability*	\$1,000,000 each occurrence
Bodily Injury Liability* Except Automobile	\$100,000 each occurrence
Property Damage Liability* Except Automobile	\$1,000,000 each occurrence single limit

*All Liability - \$2,000,000 annual aggregate

All of the Contractor’s employees shall be bonded. Copies of bond shall be furnished to the City.

ARTICLE VI – Permits and Licenses

The Contractor shall obtain, at his expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

ARTICLE VII – Work and Services Performed

1. The Contractor shall maintain a continuous inventory of materials and supplies required to provide cleaning services specified herein.
2. The Contractor shall furnish all labor, tools, equipment, supplies, and services (except maintenance service for the building or building equipment and supplies as specified to be furnished by the City) and perform all work and services necessary to clean to the City's satisfaction office space, lobbies, work rooms, conference room, multi-purpose/public meeting room, kitchen, corridors, supply rooms, store rooms, restrooms, janitor and utility closets, vertical file cabinets, book stacks and shelves, furniture, light fixtures, exterior entrance porches, steps and walks, and other services as required in accordance with the terms of these specifications. "Cleaning" includes but is not limited to mopping, sweeping, vacuuming, polishing, dusting, disinfecting, and emptying trash receptacles.
3. All paper products (hand towels, toilet tissue) and hand soap will be supplied by the City. All other equipment, materials, and supplies will be supplied by the Contractor, unless otherwise specified by the City.

ARTICLE VIII – Specified Service Levels

In instances where specified frequencies are less than nightly, the Contractor shall submit a schedule to the City stating precisely when affected services will be provided. Service schedules for such activities shall be established. Changes in schedules for services rendered on a less-than-nightly frequency shall be submitted ten (10) days in advance and approved by the City prior to any modification in service schedules taking place.

ARTICLE IX – Material and Supplies

All materials and supplies (except items furnished by the City) required under these specifications shall be procured and paid for by the Contractor and shall be of quality, pattern, and size adequate and appropriate for their intended use.

All supplies and equipment will be stored by the Contractor in a neat and orderly manner in the janitor's closet, which is to be kept as clean as any other portion of the building.

ARTICLE X – Cleaning Equipment (Machines)

It shall be required that the cleaning equipment (machines) to be used by the Contractor in performing the services set forth in these specifications pass the minimum safety requirements of the Tennessee Occupational Safety and Health Act. The equipment shall be subject to inspection at any time during the effective dates of the Contract.

ARTICLE XI – Supervision by the Contractor

The Contractor shall provide its personal supervision to the work or have a competent foreman or superintendent satisfactory to the City on the work at all times during the progress of the work with authority to act for it.

ARTICLE XII – Inspections and Liquidated Damages

All workmanship and services shall be subject to inspection, examination, and test by the City at any and all times during the term of this Contract. The City shall have the right to reject defective workmanship and services and to require their correction. Rejected workmanship and/or services shall be satisfactorily corrected without charge to the City. If the Contractor fails to correct such defective workmanship or services, the City may proceed with such corrective work and all direct costs occasioned in the performance of such corrective work shall be withheld and deducted from any payments due the Contractor.

ARTICLE XIII – Indemnification by Contractor

The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, damage, charges and costs (including its officers, agents and employees, court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract.

ARTICLE XIV – Subcontracting and Assignment

Contractors shall not enter into any subcontracts, leases, agreements, or assignment pertaining to this Contract or any interest or right herein, either voluntarily or by operation of law, without prior written approval of the City.

ARTICLE XV – Contractor's Personnel

1. The City may at its option require fingerprinting and/or background checks and reserves the right of prior approval of employment of any person by the Contractor whose services will enter into performance of this Contract.
2. Contractor's employees shall be required to wear clean, appropriate clothing. Uniforms are encouraged. Appropriate protective clothing or equipment is the Contractor's responsibility.
3. The Contractor agrees to dismiss any employee of the Contractor who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his duties.
4. Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets, use telephones or office equipment.
5. Contractor shall require his employees to comply with instructions pertaining to conduct and conditions of the Contract.
6. Contractor and his employees will observe all building policies, regulations, schedules, and rules as set out and required by the City.

7. Contractor's employees will enter the building via the Police entrance and "check in" on arrival and on departure with the dispatcher of the Belle Meade Police Department. They will be given a door fob and keys for use while they are working, and should return fob and keys to the dispatcher when leaving. If fob/keys are lost, the Contractor will be billed for replacements or "re-keying" appropriate locks.

ARTICLE XVI – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and all other matters which can in any way affect the work under this Contract.

ARTICLE XVII – Work Schedule

1. The normal work schedule for administrative functions of the City is from 8 a.m. to 4:00 p.m., Monday through Friday. These hours shall be excluded from the cleaning service schedule except for those holidays noted in specifications during which the buildings are not in use.
2. The Conference Room and Multi-Purpose/Public Meeting Room are occasionally utilized during evening hours, specifically on the third Tuesday and Wednesday of every month and during Early Voting. However, these two rooms may be used other evenings also. The City will provide advance notification of evening use of the meeting rooms.
3. The Police Department is open and in use twenty-four hours a day, seven days a week.

ARTICLE XIX – Legal Provisions

1. Contractor shall perform the work as an Independent Contractor, and all persons employed by Contractor in connection herewith will be employees of Contractor, and not employees of the City in any respect.
2. No oral statement shall in any way modify or otherwise affect the terms and conditions set forth herein and no charge shall be made for any extra work, changes, or material unless same has been ordered in writing by City's Representative in Charge, or Supervisor.

ARTICLE XX – Performance of the Work

1. All materials and workmanship shall be first class in every respect. All work shall be subject to general supervision and satisfaction of City's Representative who may exercise such control of the work as is required to safeguard the interests of the City.
2. Safeguards – Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury. Contractor shall safeguard City's property and other property from damage. Contractor shall take all precautions required by applicable regulations of the State

Department of Industrial Relations and OSHA. City may require Contractor to install safeguards and observe safety precautions in addition to those in use or proposed by Contractor. Neither the giving of such special instructions by City nor the adherence thereto by Contractor shall relieve Contractor of any of his responsibility to maintain safe and efficient working conditions.

ARTICLE XXI – Termination

The Contract may be terminated by either party upon thirty (30) days’ notice in writing by one party to the other party, such notice specifying the date said Contract shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written in two counterparts each of which shall without proof or accounting for the other counterpart, be deemed an original Contract.

SIGNED, this ____ day of _____, 2022.

(CONTRACTOR/BUSINESS NAME)

CITY OF BELLE MEADE

BY: _____
Company Representative Signature

BY: _____
Mayor Signature

Print Name: _____

Print Name: Rusty L. Moore

Title: _____