

# CONTRACT

This contract made and entered into in triplicate at Ottumwa, IA this \_\_\_\_ day of \_\_\_\_\_ by and between **CITY OF OTTUMWA, IA.**, hereinafter called the “OWNER” and \_\_\_\_\_ hereinafter called the “CONTRACTOR”.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: **Janitorial contractor as stated in the request for proposals and signed proposal and all related addendums included as part of this contract. Contract to commence July 8, 2024. Price will be \$\_\_\_\_\_ per month.**

In the following location to wit: **Ottumwa/Wapello County Law Enforcement Center – Police Department.**

It is understood and agreed:

The “Owner” shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for non-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances. In addition, all OSHA, NFPA and ADA regulations must be complied with.

Section 422.45 of the 2009 code of Iowa, required the contractor to pay sales or use tax on materials or equipment used or supplied during contract. All contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the contractor.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out, said payment to be made upon presentation of an invoice for aforesaid services.

A certificate of insurance for liability, bodily injury, and property damage, satisfactory to the Owner, in the amount of \$300,000. For each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker’s Compensation coverage in accordance with State of Iowa statutes must be provided.

In addition contractor will be required to carry a Janitorial Service Bond in the amount of \$10,000.

Contractor agrees that during the term of this agreement, contractor will not disclose any information or data concerning business, law enforcement activities, or individuals involved with law enforcement activities, disclosed to or acquired by contractor as a result of contractor's action in connection with this agreement. Contractor agrees that during the entire term of this agreement, contractor and its employees and agents shall consider and keep as the private and privileged records of City, all information, data, figures, records, personnel history, and the like, and will not divulge the same to any person, firm, corporation, or any other entity, and that upon termination of this agreement, contractor and their employees and agents will continue to treat as private and privileged all information, data, figures, records, personnel history, and the like, and will not release any such information to any person, firm, corporation or other entity.

Contractor further agrees to require its employees and agents who have access to the premises to sign a written statement to the aforementioned effect, and to file said statement with the City. Violation of said agreement by the contractor or its employees or agents, is considered grounds for termination of employment by the contractor, and/or termination of this agreement by the City.

Prior to the commencement of this contract, and in connection with any change of contractor's employees who will be physically present on the City's premises, contractor shall furnish the City with a list of the employees' names, their dates of birth, and their social security numbers. A background check will be completed for all of Contractor's employees who work on said premises.

City shall have the right to approve, within the absolute discretion of the City, all such employees of the contractor prior to their work in the facility. Having an unapproved employee on the premises or doing work in the facility is grounds for immediate cancellation of this contract.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, its employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Contractor shall, at the option of the Owner defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of council, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

IN WITNESS WHEREOF, this Contract has been executed in Triplicate on the date first herein written.

**CITY OF OTTUMWA**

\_\_\_\_\_  
**Rick Johnson, Mayor**

ATTEST:

\_\_\_\_\_  
**Chris Reinhard, City Clerk**

\_\_\_\_\_  
**Contractor**

By: \_\_\_\_\_

\_\_\_\_\_  
Address