

The City of Onawa is accepting bids for cleaning and janitorial services at the Onawa Community Center, 320 10th Street. Sealed bids should be submitted to City Hall, 914 Diamond Street, by Friday, June 2nd, 2023, at 2:00 pm. A complete bid packet can be obtained at City Hall or by going online to Onawa.com.



Elaine D. Miller, City Clerk
Theresa M. Sparks, Deputy Clerk
Ashley M. Hausman, Adm Assistant
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John C. Casady
Director of Public Works/Utilities
(712) 433-1511
Tracy L. Holland
Mayor
(712) 433-1181

CITY OF ONAWA

914 Diamond Street • Onawa, Iowa 51040

This Institution is an Equal Opportunity Provider

May 19, 2023

The City of Onawa will be taking bids for a cleaning contract at the Onawa Community & Recreation Center, 320 10th Street, Onawa, Iowa 51040. The specifications for the work to be bid is attached to the contract marked Exhibit "A".

Also attached is a sample copy of the contract agreement that will need to be signed upon awarding the bid. If you are interested in bidding on this job, please complete the information below and return to the City Office in a sealed envelope no later than 2:00 p.m., Friday, June 2, 2023

Very truly yours,

CITY OF ONAWA

Elaine Miller
City Clerk

I submit a bid of \$ _____ per month for the cleaning described above at the Onawa Community Center, 320 10th Street, plus \$ _____ per additional cleaning project as requested.

(sign)

(address)

(telephone)

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this ____ day of _____, by and between the City of Onawa, Monona County, Iowa, (hereinafter the "City") and _____, (hereinafter "Contractor.")

1. **NATURE OF SERVICE.** Contractor hereby agrees to provide services to the City which will include, but not be limited to, the following:
 - a. Contractor will provide cleaning and janitorial service for the City as needed and specifically for the Onawa Community Center (see Exhibit "A" attached hereto and made a part hereof).
 - b. Contractor's point-of-contact with the City is the Public Works Administrator.
 - c. Contractor shall perform the following work: janitorial service at least once per week at the Onawa Community Center including weekend duties as necessary.
 - d. Contractor shall supervise and direct his/her own work.
 - e. Contractor shall perform all duties and work in full compliance with City and State law and with City policies and procedures.

2. **TERM.** Contractor shall serve as Community Center Cleaning Contractor for the City commencing _____, for an initial term of one (1) year and, unless earlier terminated as provided herein, shall automatically renew for additional one (1) year periods thereafter.

3. **TERMINATION.** This Agreement shall terminate immediately upon the death of the Contractor or by mutual agreement of the parties. Either party may terminate this Agreement, with or without cause, by written notice to the other party given thirty (30) days advance notice of the proposed termination.

4. **COMPENSATION.** Contractor shall be paid the sum of _____ per month, plus cleaning supply costs, for the services to be provided under this contract. The parties agree that this compensation is all that Contractor will receive from the City for cleaning at the Community Center. In addition, if the City requests additional cleaning or janitorial service, the Contractor will be paid _____ per additional cleaning project accepted by the Contractor.

5. **RELATIONSHIP BETWEEN THE PARTIES.** Contractor is an independent contractor with the City and not an employee of the City. The City and Contractor further agree as follows:
 - a. Contractor shall supervise and direct the work. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work.
 - b. Contractor shall provide and pay for all labor, materials, equipment tools, construction equipment machinery and other facilities and services necessary for the proper execution and completion of the work.

- c. Contractor shall be responsible for the acts and omissions of all employees and subcontractors, their agents and employees and all other persons performing any of the work under the contract with Contractor.
 - d. Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of Contractor's Site supervision services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to, or destruction of, tangible property, including the loss of use, and is caused in whole or in part by any negligent acts omission of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not is caused in part by an indemnified party. In any and all claims against the City or any of the City's agents or employees by any employee of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workmen's compensation acts, disability benefits acts or other employee benefits acts.
 - e. Contractor will not have employee status with the City and will not be entitled to any of the fringe benefits available to employees of the City. Contractor acknowledges that no benefits will be provided under this contract, including but not limited to, health insurance, life insurance disability insurance or other statutory benefits required to be provided by an employer, such as workers' compensation insurance. Contractor acknowledges that money paid pursuant to this contract constitutes 1099 income and no withholdings are required. Contractor will report independently on his/her income tax return all earnings paid under the terms of the agreement and pay any and all taxes associated therewith.
6. **MISCELLANEOUS.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter herein, and no modification shall be valid unless in writing and signed by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa. If any provision, or any portion of any provisions, contained in this Agreement is held unconstitutional, invalid, illegal, or unenforceable, said portion shall be deemed severed from the Agreement, and the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this contract in duplicate by their signatures below.

CITY OF ONAWA, IOWA

Tracy L. Holland, Mayor

[NAME], Contractor

ATTEST:

Elaine D. Miller, City Clerk

**Community Center Cleaning Expectations
(Outside Contractor)**

Windows/Doors Cleaned WHOLE BUILDING (Including glass cases and wall cases, window seals. AS NEEDED)

Mens/Womens Restrooms- Mirrors, Counters, Sinks, Hand Soaps, Paper Towels, Toilet Paper, Toilets, Urinals (Splash Guard), Trash, Sweep, Mop, Ceiling Vents, Wipe Down (Anything that you might see that needs attention to keep our facility looking its best!)

Westendorf Office- Wipe Down Chairs, Windows, Blinds
(As needed) Vacuum, Trash, Sink Area, Anything in the room that is needing attention.

Gym- Sweep, Mop, Wipe Down ALL Equipment, Windows, Dust, Air Vents Towels (As needed), Blinds.

Halls/Entry Way- Sweep, Mop, Vacuum (AS Needed), Baseboards (AS Needed), Water Fountain. Air Vents (As Needed)

Senior Room- Sweep, Mop, Windows, Blinds (As Needed), Wipe down Chairs, Dust, Clean/Wipe Down ALL Kitchenette, (Fridge, Counters, Sink, Cabinets, AS Needed).

- In this room the decorations are to be left where they are found! You may move them to clean. Just please put them back. Thanks!

Kelly Hall: Sweep, Mop, Windows/Binds (As needed) Kitchen (Counters, Sinks, Stoves, Fridges, Microwave, Trash) Back Hall, Beer Room (AS Needed)

- I have a cleaning checklist in the cleaning supply closet. I just ask that you please write down the Date/Time you were here along with what rooms you have cleaned on the clipboard. They can be abbreviated. This just helps us know what we should be focusing on when you are not here, if you are not here cleaning during our normal office hours.

Exhibit "A"