

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Terri Wojtalewicz, Library Director 
DATE: December 21, 2021
SUBJECT: Municipal Building Paint and Carpet Project

During the 2022 Budget Process, the Council approved the repainting and recarpeting project of the Library Building. The Request for Bid was sent to eight (8) companies and posted on the City website. One (1) bid was received.

The amount approved by Council for the project was \$55,000. The Bid came in at a total cost of \$63,718, which is \$8,718 over the amount budgeted. The original amount requested of \$55,000 was based on quotes for the project procured in 2019.

Summary of the bid received from City Wide Facility Solutions:

Materials:

Paint:	\$6,239.00
Baseboards:	\$1,125
Carpeting:	\$13,600
Labor Cost:	\$42,754.00

Bid Total: \$63,718.00
Planned Start Date: January 17, 2022

City Wide Facilities Management has completed similar projects and provided the companies as references.

Policy Consideration: Anything over the budgeted amount must be approved by Council by formal vote.

Financial Consideration:

Action: Staff recommends a motion to award the bid for City Project 2021-05 to City Wide Facility Solutions for an amount not to exceed \$63,718.

AGENDA ITEM

BID FORM

2021 Municipal Building Project

Company Name and Address:

City Wide Facility Solutions
15230 W 105th Terrace
Lenexa, KS 66219

Materials (Include material details on bid form)

Paint: \$ 6,239.00
Baseboards: \$ 1,125.00
Carpeting: \$ 13,600.00

Labor Cost

\$ 42,754.00

Bid Total

\$ 63,718.00

Planned Start Date

1-17-22

Name and Contact Information of Responsible Individual:

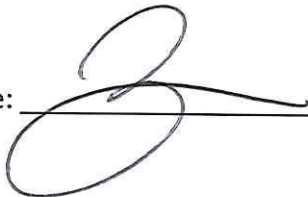
Name: Zachary West

Address: 15230 W 105th Terrace
Lenexa, KS 66219

Email: ZWest@GoCityWide.com

Phone: 816-398-3926

Signature: _____



Date: 11-29-21

City of Lansing, Kansas
800 First Terrace, Lansing, Kansas 66043

Service Agreement

By: City Wide Maintenance Co., Inc. d/b/a City Wide Facility Solutions

To: City of Lansing, Kansas

Re: Bid for Municipal Building Painting and Recarpeting Library, City Project 2021-5

Scope of Work: Under the Proposal, City Wide Facility Solutions will execute the following described work, which Owner agrees is a full and accurate designation of work.

We are pleased to propose the following:

Scope-

- **Prep walls for paint**
- **Paint walls, 2 coats, Cashmere Low Luster**
- **Demo base to paint**
- **Accent walls, 3 colors,**
- **Demo carpet and dispose**
- **Demo wall cove base**
- **Installation of new carpet squares (colors and styles TBD)**
- **Installation of new 4-inch wall base color TBD**

Total Cost- \$63,718.00

Work to be completed during standard business hours

All Shelves to be wrapped and moved for painting and installation of carpet

Dark accent colors may require a skim coat on wall, not included

Library panel walls with 4' seams may look awkward in Accent as seam will stay.

Pictures removed by tenants and if they go back leave hook so you don't have to re-measure (all hooks left will be painted around/over, not patched)

Above price does not include applicable taxes.

Thank you for the opportunity to provide you with this Proposal. Pending your approval, we can

schedule the work. Please feel free to call me with any questions or comments at (816) 398-3926

Sincerely,

Zachary West
Facility Solutions Manager

This CONTRACT (the "Contract") is made and entered into as of the _____ day of _____, 20____, by and between City Wide Maintenance Co., Inc. d/b/a City Wide Facility Solutions ("City Wide") and _____, organized under the laws of the State of _____ ("Customer"), each sometimes referred to individually as a "Party" and collectively as the "Parties."

Services and Products. Services and products (if applicable) will be provided as set forth in a separate document ("Service Agreement") signed by representatives of the Parties.

Scope of Work. Services shall be provided in a professional and workmanlike manner in conformity with the Scope of Work "City Wide Personnel" consists of City Wide employees, agents and/or subcontractors. City Wide shall retain full responsibility for the Services of any City Wide Personnel.

Invoices. Customer agrees to pay the charges for Services and Products as set forth in the Service Agreement. City Wide will invoice Customer on or about the first workday of each month these Services and products are provided, such invoices are due and payable by the end of that month. Monthly fees for Services may be prorated by City Wide when appropriate. Invoices for any additional services and/or products will be sent immediately upon completion of the additional services, or delivery of the additional products. Payment for these services and products will be due within ten (10) days from the invoice date. Payment methods accepted are Check, Money Order, Electronic Funds Transfer, Wire Transfer, or ACH, unless prearranged and noted on the Service Agreement page. City Wide has the option to apply payment to a different invoice than may be designated by the Customer. Customer shall be responsible for all products and Services provided to the location set forth in the Service Agreement until City Wide receives notice by certified mail return receipt requested of a change in ownership of the location. **Any dispute concerning an invoice must be identified in writing within ten (10) days of the invoice date.** In the event the customer does not make payment, or file dispute, within the terms set forth, City Wide shall have the right to terminate its' Services and product delivery immediately without notice or liability. In addition, if Customer does not pay within stated terms, City Wide shall add and collect finance charges at a rate of **1 1/2%** per month, or the maximum rate permitted by law, on all amounts over terms, plus reasonable attorneys' or collection fees, and any other costs incurred by City Wide to enforce City Wide's rights hereunder.

Indemnification. Customer and City Wide shall fully indemnify, defend and hold harmless the other for any and all costs and expenses (including reasonable attorneys' fees) for any and all claims, costs, expenses and damages arising as a result of acts or omissions of the other, its employees, agents, guests, invitees and/or representatives.

Non-Solicitation. While Services are being provided hereunder and for a period of 180 days following the termination of City Wide's Services, Customer shall not employ, contract with nor have any business dealings whatsoever with any individual or company that was an employee, agent or subcontractor of City Wide (or a parent, subsidiary, franchisee, related or associated company) or employee, agent or subcontractor of a City Wide subcontractor, while Services were being provided hereunder.

Compliance. The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its Services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees) caused by the Customer's failure to abide by the terms of this paragraph and/or this Agreement.

Insurance. Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to maintain in effect at all times the applicable insurance.

Force Majeure. If the performance of any part of this Contract by City Wide is prevented, hindered, or otherwise made impracticable by reason of any flood, riot, fire, or act of God, City Wide shall be excused from its performance for a commercially reasonable period of time to the extent that it is prevented, hindered or delayed by such causes.

Assignments. This agreement shall bind all parties, their heirs, assigns, successors, agents and representatives. City Wide may assign this Agreement and its obligations hereunder.

Arbitration. The parties hereto agree that any dispute respecting the interpretation of this Agreement, a breach hereof or otherwise dealing with this Agreement (and addendums or amendments thereto), shall be resolved by binding arbitration conducted in the appropriate forum. **THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION TO WHICH THE PARTIES AGREED TO BE BOUND.**

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives as of the first written above.

City of Lansing, Kansas

City Wide Maintenance Co., Inc. d/b/a City Wide Facility Solutions

By: _____

Date: _____ 11/30/21 _____

Print: _____

Print: _____ Zachary West _____

Title: _____

Title: _____ CBS Executive _____