

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 20, 2025 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT EXTENSION – JANITORIAL SERVICES – MUNICIPAL FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CODY MEYER BUILDING SUPERINTENDENT

SYNOPSIS

A resolution has been prepared to award a contract extension to RTG Building Services, Inc., Omaha, NE for janitorial services in an amount not to exceed \$87,970 for one (1) year, with two (2), one (1) year options.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for janitorial services.

RECOMMENDATION

Approval.

BACKGROUND

We would like to extend our contract with RTG Building Services for one (1) year, with two (2), one (1) year options. The price is a slight increase from the last contract due to inflation along with addition of a 7th day cleaning of the Community Center and monthly cleaning of the 72nd street overpass. They have done a great job and any issues that have arisen have been addressed promptly.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT EXTENSION TO RTG BUILDING SERVICES, INC., OMAHA, NEBRASKA FOR JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$87,970 ANNUALLY FOR A ONE YEAR TERM WITH TWO ADDITIONAL ONE YEAR OPTIONS.

WHEREAS, the City Council of the City of La Vista has determined that janitorial services for City facilities are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for janitorial services; and

WHEREAS Subsection (C) (8) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secures City Council approval in accordance with the Purchasing Policy approved by City Council;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to RTG Building Services, Omaha Nebraska for janitorial services in an amount not to exceed \$87,970 annually for one year with two additional one year options in form and content approved by the City Administrator or her designee.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

Customer Contract

This Contract entered into this 21st day of May, 2025 by and between **RTG Building Services, Inc.**, a Nebraska Corporation, hereafter referred to as "RTG" and **City of La Vista** referred to as "Customer".

WITNESETH:

Whereas, RTG is engaged in the business of providing janitorial and other building maintenance services, and

Whereas, the Customer wishes to engage the services of RTG at the facilities:

- | | | |
|-------------------------------|---------------------------------|-----------------|
| • City Hall | 8116 Park View Blvd. | 5 days a week |
| • Community Center | 8116 Park View Blvd. | 7 days a week |
| • Police Department | 7701 S. 96 th Street | 7 days a week |
| • Annex/Community Development | 8110 Park View Blvd. | 5 days a week |
| • Public Works | 9900 Portal Road | 2 days a week |
| • Parks Facility | 9810 Hupp Drive | 2 days a week |
| • 72 nd Overpass | 72 nd and James | 1 day per month |

Now, therefore, in consideration of the parties and of the mutual covenants herein contained, the parties hereto agree as follows:

- I. **TERM:** The term of this contract will begin on the 21st day of May, 2025 or such other date specified by the City Administrator or her designee,, and continue in effect for one (1) year, with two (2), one (1) year options, subject to earlier termination at any time by either party giving at least sixty (60) days advance written notice to the other party; provided, however, the Customer at its option shall have the right to immediately terminate this Agreement for good cause as determined by the City Administrator. For this purpose, "good cause" shall include without limitation: failure of RTG to perform any services under this Agreement to the satisfaction of the City Administrator or her designee; any breach of any terms or conditions of this Agreement; any alleged dishonesty, or criminal or other acts or omissions, affecting or having the potential to affect or harm the Customer, any employees, invitees, or visitors of Customer, the Customer's property, or any other rights or interests of any such persons; or any other acts or omissions by RTG or any person performing under this Agreement that the City Administrator in her discretion considers sufficient reason for terminating the services of RTG under this agreement.
2. **SERVICES:** RTG will provide janitorial services for the Customer in accordance with this Contract RTG at its cost and expense will furnish all labor, equipment and supervision to perform such services. The monthly charge payable by Customer to RTG for such services pursuant to Section 3 below is based on the schedule described in Exhibit A (excluding legal holidays as specified in such exhibit) and the following:
 - (a) Consumable paper products, trash can liners and hand soap are to be provided by the customer.
 - (b) Additional services not covered in the contract and performed by the normal

janitorial scope will be at a negotiated rate per project.

3. **COMPENSATION:** For said services, Customer agrees to pay RTG \$7,330.89 per month. Customer is exempt from sales tax. A copy of the Customer's sales tax certificate will be provided to RTG upon request. The contract is subject to review annually. RTG bills on the first of the month for the prior month of service. Terms are net 30 days. ***If Customer modifies its invoicing or payment process after this contract is executed and it involves fees that RTG is responsible for, those fees will be passed through on our monthly invoice unless otherwise negotiated.*** RTG shall have the option of canceling this Contract upon written notice and failure of Customer within thirty days thereafter to cure any failure to pay any uncontested statement herein agreed.

Prices proposed shall not be subject to increase during the entire term of the contract, unless State or Federal mandates change the minimum wage, at which time the price of the contract can be adjusted accordingly.

4. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship of RTG to Customer shall be that of an independent contractor and that RTG shall have entire charge, control and supervision of said work and RTG, accordingly, shall have the sole right to hire and fire all employees working on Customer's premises for RTG. During the term of this agreement and for a period of 90 days following the expiration date of this agreement Customer will not, directly or indirectly, hire any person employed by RTG to perform like work.
5. **INSURANCE AND INDEMNITY:** Prior to commencing the work, RTG shall obtain and thereafter maintain during the course of the work Insurance with companies acceptable to the Customer for the coverage with minimal limits (unless a higher minimal limit is required by law) as follows:

Worker's Compensation and Employer's Liabilities Insurance: The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance: Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury, and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall be less than \$2,000,000.

Automobile Liability Insurance: Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired, or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

RTG shall furnish the Customer with certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting the insurance coverage shall give the Customer at least thirty (30) days written notice in the effect of cancellation of, or material change in, any of the coverage.

If the certificate(s) is shown to expire prior to completion of all terms of this Agreement, RTG shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Customer.

RTG shall indemnify, defend and hold harmless the Customer against all loss, damage or expense (including reasonable attorneys' fees incurred by the Customer) arising out of the performance of the work, including injury or death to any person or persons resulting from the negligent acts or omission of RTG or RTG's employees, servants, agents or subcontractors. Willful or negligent acts or omissions of the Customer shall be excluded from this indemnity. The parties hereby release each other and their respective officers, employees, and agents from all claims for damage to the premises and to the fixtures, personal property, equipment and improvements of either Customer or RTG in or on the premises, including any and all structures or buildings of owner attached to the premises, notwithstanding that any such loss or damage may be due to or result from the negligence of either of the parties or their respective officers, employees or agents.

6. **COMPLIANCE WITH LAWS:** Customer agrees to keep the premises, which is the subject of this contract, in compliance with all applicable laws, rules, regulations, orders and ordinances of the City, County, State and Federal Governments, any departments thereof, insofar as the foregoing in any way affect the performance of this contract by RTG.
7. **APPLICABLE LAW:** This contract shall be governed by the laws of the State of Nebraska.
8. **BINDING EFFECT:** This contract shall inure to and bind all parties, their successors, assigns, agents or representatives. Neither this Contract, nor any rights or obligations under this Contract, shall be assigned by either party, except by written amendment to this Contract executed by both parties.
9. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this contract, and there are no understandings or agreements other than those incorporated or referred to herein. This contract may not be modified except by an instrument in writing signed by the parties.
10. **NON-WAIVER:** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first written above.

RTG Building Service, Inc.

BY _____

Name: Ramiro Gaitan

Title: President

City of La Vista

BY _____

Name: Rita Ramirez

Title: Interim City

Administrator

EXHIBIT A

Schedule

The contractor shall cooperate with the City to minimize conflict and facilitate operations.

Cleaning in the Community Center will be done 7 days a week, between the hours of 10:00p.m. and 6:00 a.m.

Cleaning at the Police Department will be Monday through Friday, between 3:00p.m. and 6:00p.m. with limited services on Saturday & Sunday afternoons consisting of emptying trash, cleaning breakroom, cleaning restrooms and vacuuming.

Cleaning of City Hall, Annex, and Community Development will be Monday through Friday, between 5:00 p.m. to 6:00 a.m.

Cleaning Public Works and the Parks facility will be Tuesday and Friday between 5:00 p.m. to 6:00a.m.

Holidays

New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Thanksgiving	Fourth Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Christmas	December 25 th