

**AGENDA
PUBLIC WORKS
COMMITTEE**

**MONDAY, FEBRUARY 15, 2010
ROOM 200 COMMON COUNCIL CHAMBERS
6:50 P.M.**

*G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana*

*Ray Misner
Don L. Moldenhauer
Anthony Nudo*

C. REFERRED TO COMMITTEE

- C-1 Janitorial Services Agreement for the Period of January 1, 2010 through December 31, 2012, by and between the City of Kenosha, Wisconsin, (a Municipal Corporation through its Department of Public Works) and Pioneer Commercial Cleaning, (a Sole Proprietorship). *(also referred to Finance Committee)*

**CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS
COMMITTEE**

ALDERMAN COMMENTS

**IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR THIS
MEETING.**

**NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMEBERS OF THE COMMON COUNCIL MAY BE PRESENT AT
THE MEETING, AND ALTHOUGH THIS MAY CONSITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL
NOT TAKE ANY ACTION AT THIS MEETING.**

**JANITORIAL SERVICES AGREEMENT
JANUARY 1, 2010, THROUGH DECEMBER 31, 2012**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,
[Through Its Department of Public Works]**

And

**PIONEER COMMERCIAL CLEANING,
A Sole Proprietorship**

THIS AGREEMENT, made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as "**CITY**", and **PIONEER COMMERCIAL CLEANING**, a sole proprietorship, whose principal place of business is located at 5613 - 35th Avenue, Kenosha, Wisconsin 53144, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

The above parties, in consideration of the mutual promises, covenants and agreements as hereinafter set forth, do hereby agree as follows:

1. CONTRACTOR SERVICES. **CONTRACTOR**, except as provided in Paragraph 2, shall furnish supervisor, labor, equipment, tools, and materials, as necessary to provide cleaning services for the entire City of Kenosha Municipal Office Building, 625 - 52nd Street, Kenosha, Wisconsin 53140, as per the Specification and Frequency Chart, which is attached hereto as Exhibit "A", and incorporated herein by reference.

2. CITY PROVIDED SUPPLIES. **CITY** will provide all paper products, urinal blocks, hand soap, toilet seat covers and trash can liners.

3. INSURANCE. **CONTRACTOR**, prior to performing work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin:

- ◆ Commercial General Liability: General Aggregate – One Million (\$1,000,000) Dollars; each occurrence – One Million (\$1,000,000) Dollars.
- ◆ Bond: Janitorial Bond in the amount of \$5,000.00
- ◆ Workers' Compensation: As required by State Statute

Said insurance coverage shall be verified by a Certificate of Insurance issued to **CITY**, which shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the certificate holder. Whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **CONTRACTOR'S** obligations hereunder are enacted which adopt or increase the minimum insurance requirements, **CITY** reserves the right to reasonably increase the minimum liability insurance

requirements as well as the bond amount set forth herein upon furnishing sixty (60) days written notice to **CONTRACTOR**, **CONTRACTOR** shall comply with said request or be considered in material default of this **AGREEMENT**.

4. **PAYMENT.** The **CITY** shall pay to the **CONTRACTOR** Three Thousand Three Hundred Thirty (\$3,330.00) Dollars per full calendar month for the period January 1, 2010, through December 31, 2010; Three Thousand Four Hundred Thirty (\$3,430.00) Dollars per full calendar month for the period January 1, 2011, through December 31, 2011; and, Three Thousand Five Hundred Thirty (\$3,530.00) per full calendar month for the period January 1, 2012 through December 31, 2012. Such payment shall be made on or before the fifteenth (15th) day of each month for the previous month's services, upon submission of **CONTRACTOR'S** monthly billing. In addition, an hourly rate of Ten (\$10.00) Dollars shall be paid to **CONTRACTOR** in the event any meeting continues past 11:30 P.M., which requires **CONTRACTOR** to stay and secure the building.

5. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.

6. **TERMINATION.** The **CITY** reserves the right to terminate this Agreement upon forty-eight (48) hours written notice for any breach thereof. In the event the **CONTRACTOR** fails to perform any provisions of this Agreement, the **CITY** shall notify the **CONTRACTOR**, in writing, of the alleged breach, and in the event the **CONTRACTOR** has not commenced proper action to correct deficiencies within forty-eight (48) hours after notification, this Agreement may be terminated by **CITY**, forthwith. Further, should there be a change in circumstances regarding **CONTRACTOR'S** obligations to maintain workers compensation insurance including, but not limited to, statutory changes regarding coverage and a significant increase in cost, **CONTRACTOR** shall be entitled to, upon sixty (60) days written notice, terminate this Agreement.

7. **INDEMNITY AND HOLD HARMLESS.** **CONTRACTOR** agrees to defend, indemnify and hold harmless the **CITY** and its officers and employees, against any and all losses, claims, damages, costs, expenses, judgments, settlements, attorney fees and court costs which any of them may sustain or incur should any person or party suffer death, personal injury or property loss or damage as a result of any act or omission of **CONTRACTOR** or its officers, employees, or agents, or as a result of **CONTRACTOR** failing to abide by the terms of this Agreement. **CONTRACTOR** will indemnify and hold harmless the **CITY** and its officers and employees against theft and property destruction or loss caused by its employees and agents.

8. **OFFSET.** **CITY** may withhold from any payment due and owing **CONTRACTOR** an amount sufficient to cover any loss or cost incurred by **CITY** as a result of any breach of Agreement by **CONTRACTOR**, to include, but not be limited to, theft and property damage or loss.

9. **ASSIGNMENT.** **CONTRACTOR** shall not assign this Agreement to any other person or entity without the written consent of **CITY**.

10. **LAWS, RULES AND REGULATIONS.** Services under this Agreement shall be performed in accordance with applicable Federal, State, and City laws, rules and regulations.

11. BINDING EFFECT. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

12. ENTIRE AGREEMENT. It is expressly understood and agreed between the parties hereto that this Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter contained herein. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. It is specifically understood that this Agreement supersedes and cancels all prior negotiations, arrangements, discussions, correspondence (whether or not responded to) or agreements, contracts or understandings, whether oral or written, which may have taken place, or been in existence at any time between the parties.

13. HEADINGS. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14. LAW GOVERNING. The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

15. AMEND IN WRITING. This Agreement and its terms, provisions, covenants and conditions may not be amended, changed, altered, modified or waived except by an express instrument in writing signed by the parties.

16. CONSTRUCTION. This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against a draftsman shall not apply to this Agreement, and neither party has any rights under such doctrine.

17. SEVERABILITY. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

18. NOTICE. Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

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| a. | If to Department of
Public Works: | Director of Public Works
Municipal Building, Room 305
625 52 nd Street,
Kenosha, Wisconsin 53140. |
| | With a copy to: | Office of the City Attorney
Municipal Building, Room 201,
625 - 52 nd Street,
Kenosha, Wisconsin 53140. |
| b. | If to Pioneer
Commercial Cleaning | Dale LeRose
5613 35 th Avenue
Kenosha, Wisconsin 53144 |

