CLEANING CONTRACT – CITY HALL
AGREEMENT FORM

This agreement, made this 29th day of January, 2019, at West Lafayette, Indiana, by and between the Board of Public Works and Safety for the City of West Lafayette, Indiana (hereinafter referred to as the "**City**") and Team MJV (hereinafter referred to as the "**Contractor**").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

Article 1: SCOPE OF WORK

The Contractor shall furnish all labor, equipment and materials to complete daily, weekly and monthly cleaning as specified by cleaning services requisition.

Office Areas: (approximately 45 work stations)

Floors Swept weekly
Trash/Recycling removed Monday, Wednesday, Friday
**NO dusting of desks requested

Employee Breakroom:

Floors swept daily, mopped as needed
Counters cleaned daily
Sink cleaned daily
**NO cleaning of oven or inside of refrigerator requested

Public Areas:

Parks program room floors swept weekly & mopped weekly if applicable (some are carpet and some are vinyl)
There are 8 program rooms of varying sizes
Hallways swept daily, mopped as needed
Bathrooms cleaned daily (we may be closing 2 of the bathrooms which would bring the total down to 9)
Gymnasium swept weekly, mopped as needed
Council Chambers swept weekly

**City Facilities Director & Contractor Supervisor
Shall meet weekly to discuss any cleaning issues/complaints/objectives
All meetings shall be recorded

Article 2: PAYMENT

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract not to exceed the sum of **$2,638.00 per month** (Two thousand six hundred and thirty eight dollars).

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

Article 4: SEVERANCE

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work.

Article 5: RECORDS

The Contractor will maintain proper records for review by the City.

Article 6: DATE OF COMPLETION

The City and the Contractor agree this contract will remain in effect until the city moves out of this current facility (1200 N Salisbury) in 2020 or unless either party gives 30 days written notice to cancel said contract.

Article 7: PREVAILING PARTY – ATTORNEY FEES

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

Article 8: ENGAGING IN ACTIVITIES WITH IRAN

By signing this Contract, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

Article 9: E-VERIFY – USCIS Form I-9

Contractor shall comply with the following:

a. Contractor certifies that it completes and maintains USCIS Form I-9 on all employees.

b. Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section

9(b), the City shall require Contractor to remedy the violation not later than thirty (30) days after the City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

c. If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

d. Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 9(d), Contractor may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.

e. By its signature below, Contractor swears or affirms that it maintains USCIS Form I-9 on all its employees, and ii) does not knowingly employ an unauthorized alien.

Article 10: NON-DISCRIMINATION

Contractor agrees:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That the City may deduct from the amount payable to the contractor a penalty of five dollars ($5.00) for each person for each calendar day during the which such person was discriminated against or intimidated in violation of the provisions of the contract;

d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

Article 11: INSURANCE

The **Contractor** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) – combined single limit of $1,000,000.00;

Workers' Compensation – statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of $1,000,000.00.

The **Contractor** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **City**.

Article 12: COMPLIANCE WITH ACCESSIBILITY

It is the intent and goal of the city to ensure that all new construction within the City of West Lafayette shall comply with all ADA and PROWAG guidelines.

Pursuant to Title II regulations at 28CFR 35.151; and the 2004 ADAAG CFR part 1191, appendices B and D, the City of West Lafayette adopted the 2010 ADA SAD standards for new construction and alterations for facilities, and also adopted the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG) as published July 26, 2011.

Facilities located within the City of West Lafayette, the 2010 ADA SAD standards shall be met for new construction and alterations for projects within the City.

Facilities located within the right of way, PROWAG standards shall be met for new construction and alterations for project elements.

Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act, and The Architectural Barriers Act (ABA) standards and guidelines shall be followed.

Accessibility guidelines shall be met on all projects requiring compliance with the FHA, Section 504, or the ABA.

Projects found to not be in compliance with these standards and guidelines will be accessed fines, as follows:

- Non-compliant fee ($250 per day), and a "Stop Work" order will be issued.
- If after (3) violations and (10) business days to correct non-compliance issues, your contract will be revoked.

Article 13: COMPLIANCE WITH TITLE VI

It is the intent and goal of the City to ensure that all new construction within the City of West Lafayette shall comply with all TITLE VI guidelines.

"[Subrecipient] in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the

Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will **affirmatively ensure** that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award."

IN WITNESS WHEREOF we have set our hands the day and year first above written.

BOARD OF PUBLIC WORKS AND SAFETY

_____
Contractor: Team MJV

_____
Sana G. Booker, President

_____
Bradley L. Cohen, Member

_____
Brooke E. Folkers, Member

_____
Jason D. Huber, Member

_____
Thomas J. Kent, Member

ATTEST:_____
Lindsey N. McCollum, Deputy Clerk

END OF SECTION