

BUILDING SERVICE AGREEMENT

BY AND BETWEEN

R.K. General Cleaning, LLC
5751 Sleeper Road
Lafayette, IN 47909
(765) 491-2489

West Lafayette Board of Works
711 West Navajo St.
West Lafayette, IN 47906

Herein referred to as Customer

RESPONSIBILITIES AND CONDITIONS

R.K. General Cleaning LLC will be contracted to clean Morton Community Center 3 days per week basis.

R.K. General Cleaning LLC will provide the work before 8:00am the following day. Services will be provided including the following.

GENERAL OFFICE AREA

- Empty all trash receptacles
- Clean glass partitions, door glass
- Dust horizontal services: desktops, file cabinets and ledges
- Paper will not be removed from the top of surfaces
- Clean and sanitize all telephones with cloth treated with disinfectant spray
- Sweep and mop all floors as needed
- Damp wipe and polish furniture, desk, chairs, tables, etc.
- Dust lamps and other decorative fixtures
- Dust air vents if needed
- Dust blinds if needed

KITCHENS/RESTROOMS

- Empty all trash containers and replace all liners, including sanitary napkin disposal unit.
- Clean toilets and urinals with germicidal solution
- Clean and sanitize top and bottom of toilet seats
- Clean sink, counter surfaces and ledges
- Replenish supplies and refill dispensers; hand towels, hand soap, tissue paper, etc.
- Clean and polish all bright work and mirrors
- Clean table and chairs
- Mop floors everyday

R.K. General Cleaning LLC will provide all cleaning supplies and equipment as needed. R.K. General Cleaning LLC will provide the following:

- White Multifold Paper Towel
- 2 Ply 540 Eco Soft Tissue Paper
- Liquid Hand Soap
- 24 x 33 clear Trash Liners
- 60 Gallon Black Trash Liners

Supplies can be ordered by R.K. General Cleaning LLC (all supplies will be kept in a designated area provided by the Customer).

- A. R.K. General Cleaning LLC will not be responsible for cleaning medical or computer equipment.

R.K. General Cleaning LLC will provide Floor Stripping and Waxing once a year for agreed price. Any special events held requiring extra cleaning is subject to additional cost, which will be discussed between R.K. General Cleaning LLC and City of West Lafayette. R.K. General Cleaning will set up carpet cleaning by request from the Facilities Manager and invoiced to City of West Lafayette when needed.

- B. Materials used will be safe and meet all standards required by customer.
- C. R.K. General Cleaning LLC shall be responsible for damage or loss incurred through carelessness of any of their agents, servants and/or employees. R.K. General Cleaning LLC will repair or replace any or all damaged items.
- D. R.K. General Cleaning LLC will carry Commercial Liability (with limits of liability not less than \$1,000,000), Worker's Compensation and Umbrella Coverage during agreement period. R.K. General Cleaning LLC will provide proof of insurance.

I. Customer's Responsibility

- A. Customer will allocate secured area used to store R.K. General Cleaning LLC equipment and supplies. Utilities will be provided so R.K. General Cleaning LLC can fulfill specification. Customer will provide a designated trash pick-up area.
- B. Customer agrees to pay 1.5 % per month for all account balances past 30 days as well as all attorney's fees and collection cost necessary to enforce agreement.

II. Change in Specifications and Cost

- A. The customer may change the specifications at any time with written notice. If changes occur, R.K. General Cleaning LLC and customer will determine what price adjustments, if any should occur. If price changes without a specification change due to increases in wages or manufacturing cost of janitorial supplies, R.K. General Cleaning LLC will notify customer 30 days in advance at which time customer has right to cancel agreement.
- B. Any additional personnel or floor space added after the date of this contract is subject to an additional price increase to be discussed between R.K. General Cleaning, LLC and the City of West Lafayette.

III. Invoice Payment

- A. R.K. General Cleaning LLC will send invoices during event working month; Invoices are net 30 from the date invoiced.

IV. Contract Period

- A. Service will begin March 18, 2014 and continue until terminated by either party with 30 day written notice.
- B. Customer has right to cancel this agreement for non-performance of specifications if R.K. General Cleaning LLC has been given notice and fails to rectify problem within reasonable time frame.

V. Prevailing party-attorney fees

- A. 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.

VI. Engaging in activities w/Iran

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

VII. E-Verify

R.K. General Cleaning LLC shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, R.K. General Cleaning LLC shall enroll in and verify the work eligibility status of all newly hired employees of R.K. General Cleaning LLC through the E-Verify Program ("Program").

R.K. General Cleaning LLC is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- b. R.K. General Cleaning LLC and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that R.K. General Cleaning LLC or its subcontractors subsequently learns is an unauthorized alien. If R.K. General Cleaning LLC violates this Section 8(b), City of West Lafayette shall require R.K. General Cleaning LLC to remedy the violation not later than thirty (30) days after the City of West Lafayette notifies R.K. General Cleaning LLC. If R.K. General Cleaning LLC fails to remedy the violation within the thirty (30) day period, the City of West Lafayette shall terminate the contract for breach of contract. If the City of West Lafayette terminates the contract, R.K. General Cleaning LLC shall, in addition to any other contractual remedies, be liable to the City of West Lafayette for actual damages. There is a rebuttable presumption that R.K. General Cleaning LLC did not knowingly employ an unauthorized alien if R.K. General Cleaning LLC verified the work eligibility status of the employee through the Program.
- c. If R.K. General Cleaning LLC employs or contracts with an unauthorized alien but the City of West Lafayette determines that terminating the contract would be detrimental to the public interest or public property, the City of West Lafayette may allow the contract to remain in effect until the City of West Lafayette procures a new contractor.
- d. R.K. General Cleaning LLC shall, prior to performing any work, require each subcontractor to certify to R.K. General Cleaning LLC that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. R.K. General Cleaning LLC shall maintain on file a certification from each subcontractor throughout the duration of the Project. If R.K. General Cleaning LLC determines that a subcontractor is in violation of this Section 8 (d), R.K. General Cleaning LLC may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by R.K. General Cleaning LLC or the subcontractor.
- e. By its signature below, R.K. General Cleaning LLC swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City of West Lafayette that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

VIII. Non-Discrimination

R.K. General Cleaning 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 of West Lafayette may deduct from the amount payable to the contract a penalty of five dollars (\$5.00) for each person for each calendar day during 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 of West Lafayette and all money due or to become due hereunder will be forfeited.

IX. Service Cost

- A. Service in accordance with attached specifications will be billed monthly at: \$625.00 monthly.

R.K. General Cleaning LLC

West Lafayette Board of Works

RANDALL KEEN

Print Name

Print Name

PRESIDENT

Title

Title

3/14/2014

Date

Date