

## AGREEMENT

THIS AGREEMENT, made this 30 day of June, 2011, by and between the City of Pontiac, Oakland County, Michigan, party of the first part, hereafter called the City, and Kristel Cleaning of Macomb, Michigan party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete **Janitorial and Custodial Services at City of Pontiac CITY HALL** in full conformance with the Contract Documents as enumerated in Article 6 of this Agreement.

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the performance of the services described herein, excepting those things that are specifically stipulated in the contract documents to be furnished or done by the City.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS on or before the date stipulated in the NOTICE TO PROCEED and will complete the same according to the specifications, unless the date for completion is extended otherwise by the CONTRACT DOCUMENTS. Time shall be considered to be of the essence of this Contract.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the contract price of: thirty-one thousand seven hundred sixty-six Dollars(\$ 31,766), unless the contract price is duly changed by the contract documents.

5. The CITY shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

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6 The term "CONTRACT DOCUMENTS" means and includes the following:

- A. AGREEMENT
- B. BID BOND
- C. PERFORMANCE BOND
- D. LABOR AND MATERIAL BOND
- E. MAINTENANC BOND
- F. CHANGE ORDER (Pursuant to General Conditions, Section 9)
- G. ADDENDA: (None)
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2011 \_\_\_\_ .
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2011 \_\_\_\_ .
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2011 \_\_\_\_ .
- H. ADVERTISEMENT
- I. INSTRUCTIONS TO BIDDERS
- J. BIDDER'S PROPOSAL
- K. GENERAL CONDITIONS (Incl. SUPPLEMENTAL GENERAL CONDITIONS and SPECIAL CONDITIONS (if any))
- L. SPECIFICATIONS (incl. SUPPLEMENTAL SPECIFICATIONS and SPECIAL PROVISIONS (if any))
- M. NOTICE OF AWARD
- N. NOTICE TO PROCEED

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This agreement, together with other documents enumerated in this ARTICLE 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 6 shall govern, except as otherwise specifically stated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in Two (2) COPIES, each of which shall be deemed an original, on the date first above written.

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**CITY OF PONTIAC – JANITORIAL AND CUSTODIAL SERVICES AT CITY HALL**

**CONTRACTOR:**

KRISTEL CLEANING, INC

Michelle Plummer (PRESIDENT)

WITNESS:

Ben Plummer

**CITY OF PONTIAC**

**LAW DEPARTMENT**

Approved as to form

Mark Hotz 6/30/11  
Mark Hotz (Date)

City Attorney

By: [Signature] 6/25/11  
Michael L. Stampfer, Financial Manager

WITNESS:

Joseph M. Abate, M.P.A.

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**CERTIFICATIONS IF A CORPORATION**

I, MIRELA PELLUMAJ, certify that I am the PRESIDENT of the corporation named as Contractor herein; that KRISTEL CLEANING, INC. who signed this Agreement on behalf of the Contractor, was then MICHIGAN of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.\*

\_\_\_\_\_  
(Corporate Seal)

Signature Mirela Pellumaj

\* Attach copy of corporate resolution verifying authorization of individuals named above.

**IF A PARTNERSHIP**

I, certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:  
NAME AND ADDRESS:

Signature \_\_\_\_\_

**IF A SOLE PROPRIETORSHIP**

I, \_\_\_\_\_, certify that I am the sole owner and proprietor.

Signature \_\_\_\_\_

# AGREEMENT BETWEEN OWNER AND CONTRACTOR

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This Agreement Between Owner and Contractor (the "Agreement") effective June 30, 2013,

**BETWEEN:**                    **THE CITY OF PONTIAC** (the "Owner"), a corporation organized and existing under the laws of the STATE OF MICHIGAN, with its head office located at: 47450 WOODWARD AVE, PONTIAC, MI 48342

**AND:**                         **Kristel Group, Inc.** (the Contractor) located at 136 S. Rochester Rd Clawson, MI 48017.

WHEREAS, Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

## 1. LABOR AND MATERIALS PROVIDED

The Contractor agrees to provide labor and equipment required to perform the following work: City Hall, Sheriff's Substation, Robert Bowen Center and Ruth Peterson for a period of three (3) years as described in the bid specifications prepared by THE CITY OF PONTIAC and incorporated into this agreement by reference. This contract will expire on June 30, 2016.

The Contractor agrees to provide all tools and equipment required for the timely completion of the work. Contractor will purchase all materials as required to complete the janitorial and custodial tasks services as outlined in this contract and bid specifications.

In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

## 2. PAYMENT

The Owner hereby agrees to pay the Contractor, for the aforesaid services, per the outlined pricing.  
**City Hall** \$2,648.00 per month plus \$54.00 per occurrence for afterhours meetings

**Sheriff's Substation** \$3,200.00 per month

**Robert Bowen** \$1,300 per month (5 times per week) plus the following additional charges  
\$917.55 or .09 cents per sq. ft per quarter for stripping, waxing & buffing of all hard floor surfaces includes gymnasium  
\$50 bi-annually for interior window washing  
\$75 bi-annually for exterior window washing

FILE COPY

\$50 per month (April through October) for weeding and planting in front of building

**Ruth Peterson** \$866.66 per month. (3 times per week) plus the following additional charges  
\$1,069.20 or .09 cents per sq. ft. per quarter for stripping, waxing & buffing of all hard floor surfaces  
\$50 bi-annually for interior window washing  
\$75 bi-annually for exterior window washing  
\$100 per month (April through October) for weeding and planting in front of building  
\$250 per quarter for carpet cleaning

### **3. MAINTENANCE OF FACILITIES AND KEYS**

Kristel Group, Inc. agrees to maintain the facility in a clean and orderly fashion. Kristel Group, Inc. will receive a personal alarm code for activation and deactivation services.

### **4. CLEANING MATERIALS**

Kristel Group, Inc. is responsible for providing all cleaning materials, chemicals and disinfectants. These materials are to be kept stored and locked in the housekeeping closet. Kristel Group to provide to the City a copy of all MSDS (material safety data sheets) for all product used.

### **5. PERSONNEL**

All employees of Kristel Group, Inc. shall be well groomed and properly uniformed with company t-shirts and badge ID's at all times and shall be courteous in all interactions with the public. Kristel shall dismiss any employees whose conduct is contrary to the interests of the City of Pontiac. All employees must have a background check completed and submitted to Kristel or its designee prior to employment. The City of Pontiac will perform a background check on any and all employees assigned to work at the Sheriff Substation.

### **6. INSURANCE**

Receipt of insurance is part of the process of determining which KRISTEL GROUP, INC. may be recommended for award to the Emergency Manager. If cause is found to change the recommendation that your company be awarded the contract, or if the Emergency Manager does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

**Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 2,000,000 per occurrence and aggregate. Coverage shall include the following

extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

**Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Garland Doyle, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342.

**Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac at the time the contracts are returned by him/her for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. If so requested, Certified Copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Pontiac at least ten (10) days prior to the expiration date.

## 7. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

## 8. INDEMNIFICATION



To the fullest extent permitted by Laws and Regulations, KRISTEL GROUP, INC. shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from or (ii) is caused in whole or in part by any act or omission of KRISTEL GROUP, INC., any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of KRISTEL GROUP, INC., any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for KRISTEL GROUP, INC. or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required of KRISTEL GROUP, INC. constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of KRISTEL GROUP, INC. under the terms of the contract. KRISTEL GROUP, INC. shall procure and maintain at Kristel Group, Inc. own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Kristel Group, Inc. proper protection in the prosecution of the work.

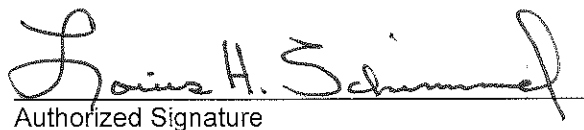
**9. JURISDICTION AUTHORITY**

This contract shall be governed by and construed according to the laws of the State of Michigan and KRISTEL GROUP, INC. consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

**10. SEVERABILITY**


KRISTEL GROUP, INC. will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement

OWNER

  
Authorized Signature

Louis H. Schimmel, Emergency Manager  
Print Name and Title

CONTRACTOR

*KRISTEL GROUP, INC.*  
  
Authorized Signature

Mirela Pllumaj  
Print Name and Title  
*PRESIDENT*