

ORDINANCE NO. 24-003

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT WITH PROGRESSIVE CLEANING SOLUTIONS, INC. OF SANDUSKY, OHIO, FOR CLEANING SERVICES AT CITY HALL, 240 COLUMBUS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, for cleaning services at City Hall, 240 Columbus Avenue for the calendar year 2023 with an option to extend up to two (2) additional years by Ordinance No. 22-252, passed on December 12, 2022; and

WHEREAS, the City and Progressive Cleaning Solutions, Inc. have agreed to extend the cleaning services at City Hall for calendar year 2024 but as the needs have changed at the Justice Center affecting pricing, a new Request for Proposals will be required for cleaning services at the Justice Center; and

WHEREAS, this amendment for cleaning services is necessary to exclude the services at the Justice Center from the agreement; and

WHEREAS, the term of the agreement is calendar year 2024, with an option to extend for one (1) additional year; and

WHEREAS, the cost for services at the City Hall will continue to be \$2,886.00 per month for an annual cost of \$34,632.00 and these costs will be paid with funds from the Building Maintenance Division's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement as the commencing date was January 1, 2024, and to make payment for services in a timely manner; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Division of Parks and Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into an First Amendment to the Agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, to continue with cleaning services at City Hall located at 240 Columbus Avenue and to exclude the cleaning services at the Justice Center located at 222 Meigs Street from the agreement, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically

PAGE 2 - ORDINANCE NO. 24-003

incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance, at a cost of Two Thousand Eight Hundred Eighty-Six and 00/100 Dollars (\$2,886.00) per month for a total amount **not to exceed** Thirty-Four Thousand Six Hundred Thirty Two and 00/100 Dollars (\$34,632.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 8, 2024

**FIRST AMENDMENT FOR CONTRACT FOR CLEANING SERVICES FOR
CITY HALL & JUSTICE CENTER**

This First Amendment to the Cleaning Contract made on this _____ day of _____, 2024, between the City of Sandusky, a Municipal Corporation of the State of Ohio with its principal place of business at 240 Columbus Avenue, Sandusky, Ohio 44870 (hereinafter "City") and Progressive Cleaning Services, Inc., with its principal place of business at 326 East Market Street, Sandusky, Ohio 44870, (hereinafter "Contractor").

RECITALS

Whereas, pursuant to Law the City issued a Request for Proposals (RFP) for the purpose of cleaning services for City Hall located at 240 Columbus Avenue, Sandusky, Ohio 44870, and the Justice Center located at 222 Meigs Street, Sandusky, Ohio 44870, on October 13, 2022; and

Whereas, the Contractor in response to the City's request submitted a Proposal and was selected as the lowest and best proposal, a copy of which is attached, marked Exhibit "2" and is specifically incorporated as if fully rewritten herein; and

Whereas, the City Commission of the City of Sandusky, Ohio, approved an agreement ("Agreement") between the Parties by Ordinance No. 22-252; and

Whereas, the Agreement's Term was from January 1, 2023 through December 31, 2023, with an option to extend for two additional one (1) year terms; and

Whereas, the Agreement may be modified by the written agreement of both Parties; and

Whereas, the Parties wish to extend the Agreement and modify its terms to only include services for City Hall; and

Whereas, it is the intention of the Parties that this First Amendment to the Agreement (“First Amendment” or “contract”) shall control the obligations of the Parties and supersedes the Agreement; and

Now, therefore, in consideration of the sum to be paid to Contractor and the agreements contained in this contract, Contractor and City agree as follows:

**SECTION ONE
STATEMENT OF WORK**

Contractor shall (a) provide and perform all necessary labor in a substantial and skillful manner and in accordance with all applicable legal requirements; and (b) execute and complete all work specified in the Contractor’s Proposal, a copy of which is marked Exhibit “2” and specifically incorporated in this contract.

**SECTION TWO
COMPENSATION**

City shall pay contractor for the performance of the work specified in this contract, and Contractor shall accept as full compensation for this performance, the following sums and prices for all work, payment to be made in the manner indicated:

Contractor shall bill the City for services performed at City Hall at a rate of \$2,886, (Two Thousand Eight Hundred Eighty-Six and 00/100 Dollars) per month during the term of this Agreement. The City shall not pay the Contractor more than \$34,632 (Thirty-Four Thousand Six Hundred Thirty-Two and 00/100 Dollars) per year for the services performed at City Hall.

**SECTION THREE
TERM**

The term of this contract shall be from January 1, 2024, through December 31, 2024, and may be extended for one additional one (1) year term upon written agreement by both the parties.

**SECTION FOUR
ORDER OF PRECEDENCE OF DOCUMENTS**

In the event of a conflict between the RFP, the Proposal, and the provisions of this Contract, this Contract will control. Otherwise, the terms of the RFP and the Contractor's Proposal shall govern the parties' relationship, each incorporated by reference herein, in the following order of precedence: (1) the City's RFP, including all and Addenda thereto, attached hereto as Exhibit "1", which attached and is specifically incorporated in this contract, and (2) the Contractor's Proposal, including all Addenda thereto, attached hereto as Exhibit "2", which is attached and is specifically incorporated in this contract.

**SECTION FIVE
EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this project, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation, gender identity or expression. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, sexual orientation, gender identity or expression. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

**SECTION SIX
INDEMNIFICATION OF CITY**

Contractor shall indemnify City against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments and expenses incident to the

same, for injuries to persons or property arising out of or in connection with Contractor's performance under and pursuant to this contract unless caused by the gross negligence or willful misconduct of the City.

SECTION SEVEN GOVERNING LAW

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

SECTION EIGHT ENTIRE AGREEMENT / MODIFICATION

This contract supersedes any and all agreements, both oral and written, between the City and Contractor with respect to the rendering of services by the Contractor for the City and contains all of the covenants and agreements between the City and Contractor. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this contract.

Any modification to this contract shall be effective only if it is in writing and signed by both the City and Contractor.

SECTION NINE BINDING EFFECT

All the terms and conditions of this contract shall be binding on City and Contractor, and their respective heirs, legal and personal representatives, successors and assigns.

SECTION TEN ASSIGNMENT

The rights of each party to this contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION ELEVEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this contract.

In witness whereof, the Contractor and the City have executed this contract form.

Date: _____

Contractor:
Progressive Cleaning Solutions, Inc.

By: _____
(Authorized Signature)

(Print Name & Title)

Date: _____

City of Sandusky:

By: _____
John Orzech, Interim City Manager

Approval: The legal form and correctness of the
within instrument is hereby approved.

Stewart Hastings (#0025852)
Law Director, City of Sandusky