

**RESOLUTION NO. 2024-124
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A
CONTRACT WITH CINTAS TO PROVIDE CONTRACTED SERVICES FOR BUILDINGS:
MATS, UNIFORMS, SHOP TOWELS**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

WHEREAS, the Village of Caledonia Village Board has reviewed the provides quotes for contracted services for buildings: mats, uniforms, and shop towels; and

WHEREAS, Cintas offers the best overall weekly and monthly cost based on the Village's needs; and

WHEREAS, the Contract will begin in 2025 and be in effect for five (5) years with a price guarantee for 12 months, and cost increases based on OMNIA Partners Pricing each year in September.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia, that a contract between the Village of Caledonia and Cintas is authorized.

BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts, agreements, or other documents necessary to carry out the intent of this Resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 26 day of November, 2024.

VILLAGE OF CALEDONIA

By: Thomas R Weatherston
Thomas Weatherston
Village President

Attest: Jennifer Bass
Jennifer Bass
Village Clerk

Uniform Charges







The additional charges below are subject to adjustment by Company effective upon notice to Customer which notice may be in the form of an invoice. Pricing of emblems is valid for initial installation only.


Name Emblem	\$	1.95
Company Emblem	\$	2.95
Custom Emblem 1	\$	2.95

Preparation Charge	\$	2.25
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	Per garment	
<small>Non-Standard Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc.) premium charges are per garment delivery.</small>		
Non-Standard Special Cut Charge	\$	0.15
FRC Non-Standard Special Cut Charge	\$	0.35
Size Change Charge	\$	15.00
<small>Customer agrees to have employees measured by Cintas representative using garment size samples. An additional charge per garment will be assessed for employees size changed within 4 weeks of add-on or installation.</small>		

Facility Services

Non-Garments / Services	Frequency	Inventory	Unit Price
 X2160 SM SHOP TWL-RED	Weekly	1	\$ 0.090 <small>Auto LR: Yes Buy Back: No</small>
 X10189 3X5 XTRAC MAT ONYX	Weekly	1	\$ 4.000 <small>Auto LR: No Buy Back: No</small>
 X10192 4X6 XTRAC MAT ONYX	Weekly	1	\$ 5.000 <small>Auto LR: No Buy Back: No</small>
 X10202 3X10 XTRAC MAT ONYX	Weekly	1	\$ 6.000 <small>Auto LR: No Buy Back: No</small>
 X10186 4X6 ACTIVE SCRAPER	Weekly	1	\$ 3.500 <small>Auto LR: No Buy Back: No</small>
 X84001 3X10 LOGO MAT	Weekly	1	\$ 6.000 <small>Auto LR: No Buy Back: No</small>

Non-Garments / Services	Frequency	Inventory	Unit Price
 X8874 LOGO MAT ADVANTAGE	Weekly	1	\$ 2.000
Auto LR: No Buy Back: No			

Auto LR Charges

Item #	% of Inventory	Price
X2160	2	\$ 1.000

Storage

Charge Description	Per Delivery
Lockers	\$ 0.00
Laundry Lock Up	\$ 0.00
Shop Towel Container	\$ 0.00
Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.	

Payment Charges

COD Terms per delivery charge for prior service (if Amount Due is Carried to Following Delivery)

Charge Description	Price
COD Term Charge	\$ 6.00

Other Charges

Charge Description	
Service Charge	\$ 6.95
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and deliver of goods and services, in addition to other miscellaneous costs incurred on that may be incurred in the future by Company.	
Artwork Charge for Logomat	\$ 0.00

Agreement Provisions

Description	Included: YES/NO
Unilease All garments will be cleaned by Customer.	NO
Linen Service Company will may make periodical physical inventories of items in possession or under control of Customer.	YES
Hi-Vis Garments Customer receives Hi-Vis Garments.	NO
Flame Resistant Garments Customer receives Flame Resistant Garments.	YES

Description	Included: YES/NO
Direct Embroidery If service is discontinued for any employee, or Customer deletes any of the garments with the direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidery garments at their current replacement value.	
Customer certifies it is Not a federal, state or local government branch or agency	
Other :	

RENTAL SERVICE AGREEMENT



Agreement Terms And Conditions

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this agreement are not flame resistant or acid resistant and contain no special flame resistant or acid resistant features. Flame resistant and acid resistant garments are available from Company upon request. If Customer has selected flame resistant or acid resistant garments, Customer agrees to notify its employees who are not receiving flame resistant or acid resistant garments that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Unless Customer has selected flame resistant or acid resistant garments, Customer warrants that none of the employees for whom garments are supplied under this agreement require flame resistant or acid resistant clothing.
4. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
5. If Company provides floor mats to Customer, Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety locations at its location. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Charges.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.

18. IF CUSTOMER CHOOSES TO RENT MASKS FROM CINTAS, CUSTOMER ACKNOWLEDGES THAT PURSUANT TO OSHA REGULATIONS, 29 CFR 1910.132 (SUBPART I), AN EMPLOYER BEARS SOLE RESPONSIBILITY FOR SELECTING THE TYPE(S) OF PERSONAL PROTECTIVE EQUIPMENT TO BE USED BY ITS EMPLOYEES. ALL PURCHASERS OF PERSONAL PROTECTIVE EQUIPMENT FROM CINTAS BEAR FULL RESPONSIBILITY FOR SELECTING THE PPE APPROPRIATE FOR USE BY THEIR EMPLOYEES. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE MASKS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE MASKS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

19. IF CUSTOMER CHOOSES TO RENT FLAME RESISTANT FACE, NECK AND HEAD COVERINGS ("FR COVERINGS"), CUSTOMER AGREES IT BEARS SOLE RESPONSIBILITY FOR SELECTING THE FR COVERINGS COVERED BY THIS AGREEMENT AND DETERMINING WHETHER SUCH ITEMS ARE APPROPRIATE FOR USE BY ITS EMPLOYEES AND AGENTS IN THEIR APPLICABLE WORK ENVIRONMENT(S). CUSTOMER ACKNOWLEDGES THAT COMPLIANCE WITH ALL OSHA OR OTHER SIMILAR REGULATIONS OR REQUIREMENTS RELATING TO PERSONAL PROTECTIVE EQUIPMENT IS THE SOLE RESPONSIBILITY OF CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CINTAS HAS MADE NO REPRESENTATION, WARRANTY OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FR COVERINGS. CINTAS MAKES NO REPRESENTATION WHETHER THE FR COVERINGS CONSTITUTE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FR COVERINGS' ABILITY TO PROTECT USERS FROM INJURY OR DEATH. CUSTOMER AGREES TO NOTIFY ALL EMPLOYEES AND OTHER AGENTS OF CUSTOMER WHO MAY WEAR OR WILL BE WEARING THE FR COVERINGS THAT THEY ARE NOT DESIGNED FOR SUBSTANTIAL HEAT EXPOSURE OR FOR USE AROUND OPEN FLAMES.

20. CINTAS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE FR COVERINGS CONTAIN ANY ANTIMICROBIAL, ANTIVIRAL, OR ANTIPATHOGENIC QUALITIES. THESE FR COVERINGS ARE NOT INTENDED FOR INFECTION PREVENTION OR REDUCTION OR RELATED USES; THEY ARE NOT RECOMMENDED FOR USE IN A SURGICAL SETTING OR WHERE SIGNIFICANT EXPOSURE TO LIQUID, BODILY, OR OTHER HAZARDOUS FLUIDS MAY BE EXPECTED OR FOR USE IN A CLINICAL SETTING WHERE THE INFECTION RISK LEVEL THROUGH INHALATION EXPOSURE IS HIGH. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE, UNDER ANY THEORY, THAT MAY OCCUR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE PRODUCTS PROVIDED.

21. If Company provides rubber voltage gloves ("Gloves") or additional personal protective equipment ("PPE"), Customer assumes all risks and agrees it bears sole responsibility for selecting the Gloves and additional PPE and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION WHETHER THE GLOVES OR ADDITIONAL PPE CONSTITUTE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE GLOVES' OR ADDITIONAL PPE'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USEFUL LIFE OF THE GLOVES OR ADDITIONAL PPE, THAT THE GLOVES OR ADDITIONAL PPE HAVE BEEN TESTED OR CERTIFIED, OR THAT THE GLOVES OR ADDITIONAL PPE WILL PASS ANY SAFETY, SPECIFICATION, OR CERTIFICATION TESTS. COMPANY DOES NOT WARRANT THE GLOVES OR ADDITIONAL PPE WILL COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF ANY FEDERAL, STATE, MUNICIPALITY OR OTHER JURISDICTION. THE GLOVES AND ADDITIONAL PPE ARE SOLD AS IS. ALL WARRANTIES WHICH MAY ARISE BY IMPLICATION OF LAW, COURSE OF DEALING, OR USAGE OF TRADE (INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY EXCLUDED.

22.No agent, employee or representative of Company has authority to make any binding representation, affirmation of fact, or warranty (expressed or implied) with respect to the Gloves or additional PPE. Customer acknowledges that compliance with any and all OSHA or other safety regulations, including but not limited to satisfying the testing requirements under 29 CFR § 1910.137, is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the Gloves and additional PPE, including but not limited to any alleged failure of the Gloves and additional PPE to provide protection against electricity, fire, and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages associated with the Agreement or resulting from Customer's or any other third party's use of the Gloves and additional PPE, including the negligence or other fault of Company. For any claims brought by employees of Customer, Customer expressly waives its immunity under applicable state workers compensation statutes.

23.Prevaling Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

24.By signing the agreement, Customer authorizes Cintas to check its credit to determine payment terms for this agreement.

25.By signing the agreement, Customer waives its signature as a requirement for services rendered. Customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If Customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature.

Single Invoice: Signature Waived
Multiple Invoices: Signature Waived On All
Cintas Location No: 0447 MILWAUKEE WI RNTL

26.I agree that I am authorized to sign on behalf of the Caledonia Highway Dept.

27.This agreement is subject to the terms and conditions set forth in this agreement subject to Cintas GM approval. By signing below, Customer agrees to and accepts the terms and conditions set forth in this agreement.

<p>Customer: Todd Willis Administrator Caledonia Highway Dept twillis@caledonia-wi.gov</p>	<p>Sales Representative: Colton Mason Cintas corporation</p>
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Addendum A

The following addresses are location owned and operated by the Customer Village of Caledonia. Customer authorizes CINTAS to service these locations under the CINTAS Service Agreement signed on 11/11/24 between CINTAS and Village of Caledonia

Address: 6922 Nicholson Rd
City: Caledonia
State: WI Zip: 53108
Cintas Servicing Location: 447

Address: _____
City: _____
State: _____ Zip: _____
Cintas Servicing Location: _____

Address: 5043 Cluster Ln
City: Racine
State: WI Zip: 53402
Cintas Servicing Location: 447

Address: _____
City: _____
State: _____ Zip: _____
Cintas Servicing Location: _____

Address: 5045 Cluster Ln
City: Racine
State: WI Zip: 53402
Cintas Servicing Location: 447

Address: _____
City: _____
State: _____ Zip: _____
Cintas Servicing Location: _____

Address: _____
City: _____
State: _____ Zip: _____
Cintas Servicing Location: _____

Address: _____
City: _____
State: _____ Zip: _____
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Cintas Servicing Location: _____

Address: _____
City: _____
State: _____ Zip: _____
Cintas Servicing Location: _____

Address: _____
City: _____
State: _____ Zip: _____
Cintas Servicing Location: _____

Address: _____
City: _____
State: _____ Zip: _____
Cintas Servicing Location: _____

Approved by: _____
Cintas Loc#: 447
Date: 11/11/24

Customer: Village of Caledonia
By: _____
Print Name: Todd Willis
Print Title: Administrator
Date: 11/11/24