

APR 05 2010

ORDINANCE NO. 2776

AN ORDINANCE TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT TO HIRE KLEEN SWEEP CLEANING SERVICE OF WATERLOO, ILLINOIS TO PROVIDE PROFESSIONAL CLEANING SERVICES TO THE CITY OF COLUMBIA, ILLINOIS

*J. Ronald Culver*  
City Clerk

WHEREAS, the City Council of the City of Columbia, Illinois (the "City") has found and determined and does hereby declare that it is necessary and appropriate that the City employ a professional cleaning service to clean and maintain Columbia City Hall, the Department of Public Works Building, the Police and Fire Department buildings, and Columbia Public Library; and,

WHEREAS, the City Council of the City has determined that the City should employ Kleen Sweep Cleaning Service of Waterloo, Illinois ("Kleen Sweep Cleaning Service") to provide the services aforesaid; and,

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the use and purpose of authorizing the employment of Kleen Sweep Cleaning Service to provide the aforementioned cleaning services.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The City Council of the City of Columbia, Illinois does hereby authorize and direct the Mayor to employ Kleen Sweep Cleaning Service to provide the cleaning services described above in the preamble of this Ordinance.

**Section 3.** The Mayor is hereby authorized and directed to make and enter into said Professional Services Contract to employ Kleen Sweep Cleaning Service to provide the cleaning services aforesaid, in the form attached hereto, which is hereby approved as to form, and in as many counterparts as the Mayor shall determine; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor, as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Roessler, and the roll call vote was as follows:

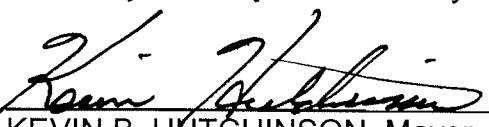
YEAS: Aldermen Ebersohl, Agne, Niemietz, Hejna, Oberkfell, Stumpf and Roessler.

NAYS: None.

ABSENT: Row.

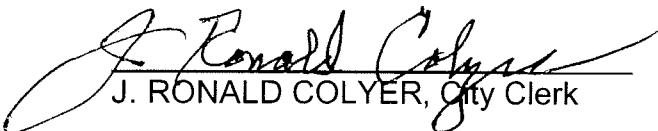
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 5<sup>th</sup> day of April, 2010.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

# KLEEN SWEEP CLEANING SERVICE MAINTENANCE AGREEMENT

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This Maintenance Agreement (“Agreement”) is made on the Effective Date below by and between Kleen Sweep Cleaning Service of Waterloo, Illinois (“Kleen Sweep”) and the City of Columbia, Illinois (“City”)

WHEREAS:

- Kleen Sweep is a provider of commercial cleaning and maintenance; and
- City is desirous of the services of Kleen Sweep for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and
- Kleen Sweep agrees to provide such services to the City;

THEREFORE, in consideration of the mutual covenants and obligations set out in the Agreement, the parties hereby agree as follows:

## 1. PERFORMANCE OF SERVICES

1.1. Kleen Sweep shall provide services to the City for a period of twelve (12) months, with a commencement date of the 1<sup>st</sup> day of March, 2010, or at such other date as Kleen Sweep and the City have agreed to in writing.

1.2. The services shall be performed at the following locations(s):

BUILDING NAME: DEPT. OF PUBLIC WORKS  
COLUMBIA PUBLIC LIBRARY  
PUBLIC SAFETY COMPLEX (excluding EMS)  
MUNICIPAL BUILDING (CITY HALL)

1.3. The Premises making up the working areas under this Agreement will be known further in the Agreement as the “Named Areas,” which are further referenced in the Cleaning and Pricing Schedule (Attachment “A”) attached to this Agreement and made a part hereof for all purposes.

1.4. Kleen Sweep agrees to service the Named Areas as scheduled five (5) times per week and the Fire Department office one (1) time per week.

1.5. Kleen Sweep agrees to furnish all labor, materials, equipment, and tools necessary for the performance of its duties; the duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning and Pricing Schedule (Attachment “A”). The City warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. The City hereby agrees to hold Kleen Sweep harmless from any and all liability resulting from any Kleen Sweep personnel’s exposure to such hazardous or harmful materials in the Named Areas.

- 1.6. Kleen Sweep agrees to abide by the stipulations set forth in General Information (Attachment "B"), attached to this Agreement and made a part hereof for all purposes.

## **2. PAYMENT OF SERVICES**

- 2.1. The City agrees to pay Kleen Sweep each month the total minimum sum stated in the Cleaning and Pricing Schedule (Attachment "A") upon receipt of invoice. The City agrees that all payments due and owing Kleen Sweep, for any reason, shall be properly credited only when delivered to the following address:

Kleen Sweep Cleaning Service  
1427 Rachael Lane  
Waterloo, IL 62298

- 2.2. Kleen Sweep will be responsible for the ordering, stocking, and inventory of all cleaning and paper products. The City agrees to pay Kleen Sweep, upon receipt of an invoice, for the cost of janitorial supplies and products. The prices charged for such supplies will be at competitive rates.
- 2.3. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.4. From time to time, as the parties may agree, the amount to be paid by the City may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount and frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties.

## **3. INDEPENDENT BUSINESS RELATIONSHIP**

- 3.1. It is expressly agreed that Kleen Sweep will select and designate all personnel to perform its obligations under this Agreement.
- 3.2. Kleen Sweep and any of its personnel are not employees of the City but are independent contractors; and in this regard, such Kleen Sweep employees will not be within the protection or coverage of the City's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax, or other deductions shall be made from the sums agreed to be paid Kleen Sweep herein, the same being contract payments and not wages.

## **4. TERM OF AGREEMENT**

- 4.1. The term of this Agreement, as stated in Section 1.1, shall be automatically extended and renewed on each anniversary date.

- 4.2. The City and Kleen Sweep will conduct a performance review meeting no less than every six (6) months and at a date and time to be mutually agreed upon by both Parties.
- 4.3. The City and Kleen Sweep may terminate this agreement at any time, with or without cause, upon notifying the other party in writing at least thirty (30) days in advance of the date services are to be terminated.
- 4.4. All notices between the City and Kleen Sweep shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel carrier providing express, receipted delivery to the address as stated in Section 2.1 herein for Kleen Sweep or to the address stated on the signature page of this Agreement for the City. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of each change.

## **5. GENERAL PROVISIONS**

- 5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.2. The terms of this Agreement shall be binding upon and inure to benefit of Kleen Sweep and the City and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the County of Monroe, Illinois.
- 5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, including all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties.
- 5.6. Any changes or modifications to this Agreement must be in writing, signed by both parties and attached hereto.
- 5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way,

affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

IN WITNESS WHEREOF, the Parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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Connie Broadhurst, Owner  
Kleen Sweep Cleaning Service

Date

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Kevin B. Hutchinson, Mayor  
City of Columbia, Illinois

Date

ATTEST:

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J. Ronald Colyer, City Clerk

Date

Remit payment to:  
Kleen Sweep Cleaning Service  
1427 Rachael Lane  
Waterloo, Illinois 62298

Bill to:  
City of Columbia, Attn. A/P  
208 S. Rapp Avenue  
P.O. Box 467  
Columbia, Illinois 62236

## ATTACHMENT "A"

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### CLEANING AND PRICING SCHEDULE

Client: City of Columbia, Illinois

Building Name: Department of Public Works  
Columbia Public Library  
Public Safety Complex (excluding EMS)  
Municipal Building (City Hall)

The above named buildings/premises will be serviced five (5) times per week

and

the Fire Department office space will be serviced one time per week

according to the following schedules

for a charge of:

Four Thousand Five Hundred Forty-Five Dollars

(\$4,545.00)

PER MONTH

## **NIGHTLY CLEANING**

- All trash and recycling receptacles emptied and wet wipe if necessary. Remove to collection point.
- Vacuum heavy traffic areas of carpet, all carpet runners and area rugs.
- Clean and polish drinking fountains.
- Light dust all horizontal surfaces including desktops, file cabinets, window sills, chairs, tables, pictures and other furniture.
- Damp wipe areas of spillage on all horizontal surfaces.
- Dust mop all hard surface floors with treated dust mop.
- Damp mop all hard surface floors to remove areas of spillage.
- Remove dust and cobwebs from ceiling and wall areas.
- Clean interior glass areas in partitions, walls and doors, as needed.

## *RESTROOMS*

- Stock towels, tissue and soap.
- Empty sanitary napkin receptacles and disinfect.
- Empty trash receptacles and wipe clean.
- Clean and polish mirrors.
- Wipe towel cabinet covers and polish bright work.
- Clean inside and outside all urinals and toilets. Disinfect and polish bright work.
- Clean and disinfect all surfaces of toilet seats.
- Scour and sanitize all basins and polish bright work.
- Dust all partitions and mirror frames.
- Wet wipe and disinfect partitions and wall areas around urinals and toilets.

Attachment "A"

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INT: \_\_\_\_\_ INT: \_\_\_\_\_

- Mop and rinse bathroom floors with disinfectant.
- Remove splash marks from walls around basins, as needed.

## ***KITCHEN AREAS***

- All trash and recycling receptacles emptied and wet wipe if necessary. Remove to collection point.
- Dust all horizontal surfaces including tables, chairs and windowsills.
- Counters, tables and chairs to be wet wiped with disinfectant.
- Clean and sanitize sinks and polish bright work.
- Spot clean around refrigerators, vending machines and coffee makers.
- Clean interior and exterior of microwave ovens.
- Dust mop hard surfaces with treated dust mop.
- Damp mop hard surface floors with disinfectant cleaner.
- Vacuum all carpeting, carpet runners and area rugs.
- Remove splash marks from around sinks and trash receptacles, as needed.

## **WEEKLY CLEANING**

- Dust all vertical surface areas of desks, tables, and all other office furniture.
- Vacuum all carpeting.
- Damp mop hard surface floors including corners, along edges and under furniture.
- Remove dust and cobwebs from ceiling areas.
- Spot clean furniture.
- Remove and clean any spots in carpeting area.

## **MONTHLY CLEANING**

- All high dusting not accomplished in other dusting.
- Vacuum corners, edges and underneath furniture.
- Remove fingerprints and marks from around light switches and door frames, as needed.
- Vacuum upholstered furniture, as needed.
- Damp wipe telephones with a disinfectant, as needed.

## **SPECIALITY CLEANING AT ADDITIONAL PRICE (UPON MUTUAL AGREEMENT)**

All specialty cleaning services listed below must be pre-approved by the City's Accounting Manager or by such other personnel as the City designates in writing to Kleen Sweep.

- All carpeting to be deep cleaned once a year at an agreed upon date, time and price.
- Vinyl tile flooring to be stripped, recoated and buffed once a year at an agreed upon date, time and price.
- All exterior windows to be wet cleaned and dried inside and outside twice a year at agreed upon dates, times and prices.
- Buff vinyl tile flooring, as needed, at agreed upon dates, times and prices.

IN WITNESS WHEREOF, the Parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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Connie Broadhurst, Owner  
Kleen Sweep Cleaning Service

Date

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Kevin B. Hutchinson, Mayor  
City of Columbia, Illinois

Date

ATTEST:

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J. Ronald Colyer, City Clerk

Date

## ATTACHMENT "B"

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### GENERAL INFORMATION

Named Areas to be cleaned Monday through Friday:

Municipal Building  
208 S. Rapp Avenue

Columbia Public Library  
108 S. Meter Avenue

Public Safety Complex  
1020 N. Main Street  
Three upper Police offices to be cleaned before 4 PM.

Department of Public Works  
110 W. Sand Bank Road

Kleen Sweep shall order and stock bath tissue, hand towels, soap, trash liners, odor control products and personal hygiene items. Items shall be ordered from a mutually agreed upon supplier and shall be ordered and maintained for each building.

Kleen Sweep shall carry liability insurance in the minimum amounts of \$300,000 for each occurrence and \$600,000 general aggregate, naming the City as an additional insured – both parties hereto acknowledge that the minimum insurance amounts listed hereon are less than the City normally requires due to the low risk liability hazard of the cleaning services provided.

Performance reviews shall be conducted no less than every six (6) months at a mutually agreed upon date and time to review the cleaning services. Corrective measures shall be undertaken immediately if any issues or problems are noted.

Grievous lapses in the cleaning services or any inappropriate action or behavior on the part of the cleaning personnel will warrant immediate attention and action when the cleaning service is notified.

Contact information shall be supplied to the City of Columbia for the personnel performing the cleaning services, a person in responsible charge of the personnel performing the cleaning services and the contact person with the cleaning services company. This contact information will be kept current with any changes in personnel.

Cleaning products and supplies shall be supplied by Kleen Sweep. All cleaning products and supplies shall be stored in closets or secured areas.

IN WITNESS WHEREOF, the Parties hereto have set their hands this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

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Connie Broadhurst, Owner  
Kleen Sweep Cleaning Service

Date

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Kevin B. Hutchinson, Mayor  
City of Columbia, Illinois

Date

ATTEST:

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J. Ronald Colyer, City Clerk

Date