

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 3126

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A SERVICE AGREEMENT WITH CLEMENTS CLEANING OF COLUMBIA, ILLINOIS TO PROVIDE PROFESSIONAL CLEANING SERVICES FOR THE CITY HALL AND DEPARTMENT OF PUBLIC WORKS BUILDINGS

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 6th day of October, 2014**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois this 6th day
of October, 2014**

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Debby Stapp
Debby Stapp
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 the Columbia City Hall and the Department of Public Works Buildings; and

WHEREAS, the City Council of the City has determined that the City should employ Clements Cleaning with offices in Columbia, Illinois ("Clements") to provide the cleaning services at the buildings aforesaid; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the use and purpose of authorizing the employment of Clements 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 the employment of Clements to provide the cleaning services at the buildings aforesaid, and does further authorize and direct the Mayor to execute and deliver the Service Agreement, in the form attached hereto, evidencing such employment of Clements to provide such cleaning services, which Service Agreement is hereby approved as to form, 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 3. This Ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

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

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews, Reis and Holtkamp.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 6th day of October, 2014.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, Wesley J. Hoeffken, certify that I am the duly appointed and acting City Clerk of the City of Columbia, Illinois.

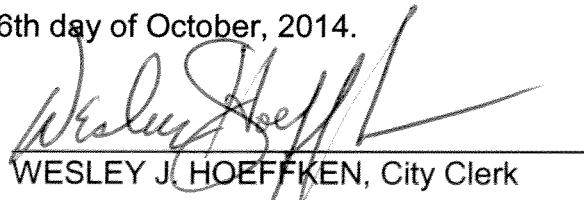
I further certify that on the 6th day of October, 2014, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 3126 entitled:

"AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A SERVICE AGREEMENT WITH CLEMENTS CLEANING OF COLUMBIA, ILLINOIS TO PROVIDE PROFESSIONAL CLEANING SERVICES FOR THE CITY HALL AND DEPARTMENT OF PUBLIC WORKS BUILDINGS"

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 3126, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on October 7, 2014 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 6th day of October, 2014.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, Wesley J. Hoeffken, hereby certify that I am the duly appointed and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 3126, entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A SERVICE AGREEMENT WITH CLEMENTS CLEANING OF COLUMBIA, ILLINOIS TO PROVIDE PROFESSIONAL CLEANING SERVICES FOR THE CITY HALL AND DEPARTMENT OF PUBLIC WORKS BUILDINGS”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 6th day of October, 2014.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 6th day of October, 2014.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

Clements Cleaning **SERVICE AGREEMENT**

This service agreement (the “Agreement”) is entered into on _____, 2014, by and between Clements Cleaning and the City of Columbia, Illinois (“Client”).

WHEREAS:

- Clements Cleaning provides commercial cleaning and maintenance services.
- Client is in need of services from Clements Cleaning as outlined in the Cleaning Schedule.
- Clements Cleaning agrees to provide such services to Client;

THEREFORE, as set out in this Agreement, the parties hereby agree as follows:

I. Performance of Services

1. Clements Cleaning shall provide services to Client for a period of twelve months, from December 1, 2014, unless an earlier date is agreed upon in writing by Clements Cleaning and Client.
2. Clements Cleaning agrees to perform cleaning services as outlined in the cleaning schedule at the following locations(s):

MUNICIPAL BUILDING (CITY HALL)

DEPARTMENT OF PUBLIC WORKS

3. Clements Cleaning agrees to provide cleaning services for the Municipal Building (City Hall), and the Department of Public Works building five (5) nights per week.
4. Clements Cleaning shall furnish all cleaning products, materials, equipment and tools necessary for the performance of the cleaning services at all locations, at no cost to Client.
5. Clements Cleaning shall order and stock bath tissue, hand towels, soap, trash liners, odor control products, and personal hygiene items for each of Client’s properties to be stored in closets or a secured area at each property, which shall be paid for by the Client.

II. Independent Business Relationship

1. Clements Cleaning and personnel are not employees of the Client but rather independent contractors. Client will not withhold any Social Security, Federal or State Income Tax, or other deductions from the agreed sum to be paid to Clements Cleaning as expressed in the Monthly Pricing Schedule (See attachment).
2. Clements Cleaning shall select and designate all personnel to provide cleaning services in accordance with the terms of this Agreement. All personnel will be covered under General Liability, Property Damage, and Workers' Compensation policies provided by Clements Cleaning. Insurance coverages required by the Client include (i) General Liability and Comprehensive Insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate with the Client named as an additional insured; (ii) Property Damage Insurance; and (iii) Worker's Compensation coverage in an amount in compliance with state law. Proof of current insurance coverage will be submitted to the Client.
3. Clements Cleaning shall adhere to all Federal, State and County Employment Laws. Expressly, personnel performing cleaning services for Client are employees of Clements Cleaning and are not employees of the Client.

III. Scope of Services

1. Clements Cleaning shall abide by the Cleaning Schedule (See attachment) as specified by Client in order to maintain Client's properties in a neat, clean and orderly condition.
2. Clements Cleaning shall provide Client with contact information for Clements Cleaning, the personnel performing the cleaning services, and a manager responsible for personnel performing the cleaning services, which shall be kept current with any changes throughout the term of this Agreement.
3. Clements Cleaning shall take immediate action upon notification by Client of any service grievances.
4. Clements Cleaning shall allow Client to conduct performance reviews monthly, at a mutually agreed upon date and time to review the cleaning services.
5. Clements Cleaning shall abide by the background check of personnel cleaning Client's buildings. This will be coordinated through the City of Columbia Police

Department with background checks for the employees of Clements Cleaning initially assigned to clean the Client's properties being an expense of the Client, and with any additional background checks needed being paid for by Clements Cleaning. Only employees of Clements Cleaning who have successfully passed the background checks will be allowed access to Client's properties.

IV. Client Agreements

1. Client represents to the best of Client's knowledge that all properties to be serviced by Clements Cleaning are free of asbestos, hazardous materials, and hazardous waste materials.
2. Client agrees to pay the mutually agreed upon supplier for supplies such as paper towels, hand soap, toilet paper and other such disposables ordered by Clements Cleaning directly after approval of the order by the Client.

V. Payment of Services

1. Client agrees to pay Clements Cleaning, each month, the total minimum sum stated in the Monthly Pricing Schedule, upon receipt of an invoice.
2. Clements Cleaning will mail Client an invoice for services rendered the month prior. Client agrees to pay for services rendered within 30 days of invoice date. Any discrepancies with invoices shall be addressed within 10 days of invoice date by mail to the attention of Brandy Clements or E-mail to brandy@clementscleaning.net. Such discrepancy will be addressed within one business day. Any undisputed invoice not paid within 45 days will be assessed a 1.5% service charge at 45 days and accrue interest at a rate of 1.0% per month thereafter. All collection fees, court costs, attorney fees, etc. shall be added to the invoice total and be paid by Client.
3. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for such holidays.
4. Client agrees the amount to be paid by Client may increase or decrease to reflect changes in agreed upon cleaning schedule, or changes in Client's properties to be serviced by Clements Cleaning. Such modifications shall only be binding if in writing, signed by both parties.

Remit payment to:
Clements Cleaning
101 McCrosky Prof. Park
Columbia, IL 62236

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

VI. Term of Agreement

1. The term of this Agreement shall, as stated in section I.1., be automatically extended and renewed on each anniversary date.
2. Client may terminate this agreement with or without cause, upon notification in writing at least thirty (30) days in advance of the date services are to be terminated.
3. Clements Cleaning and Client agree to provide any written notifications through certified or registered mail, postage prepaid, with return receipt requested, and shall be addressed as follows:

Clements Cleaning
Brandy Clements, Owner
101 McCrosky Professional Park
Columbia, IL 62236

City of Columbia
Attn: City Administrator
208 S. Rapp Avenue
Columbia, IL 62236

VII. General Provisions

1. In the event it becomes necessary for either party to institute a suit against the other to secure or protect its rights under this Agreement, each party shall bear their associated costs of the suit.
2. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, 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.
3. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.
4. This Agreement will be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this agreement on the date(s) shown below.

Brandy Clements, Owner Date
Clements Cleaning of Columbia, IL

Kevin B. Hutchinson, Mayor Date
City of Columbia, IL

ATTEST:

Wesley J. Hoeffken, City Clerk
City of Columbia, IL

Clements Cleaning
Service Agreement
Cleaning Schedule

Buildings to be Cleaned

Columbia City Hall
Department of Public Works

Cleaned routinely (5) five days per week

The following Daily, Weekly, Monthly and Specialty Duties shall be performed as described below:

Daily Cleaning Duties:

General

- All trash and recycling receptacles are to be (i) emptied and wet wiped, if necessary; and (ii) removed to their proper collection points.
- 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, windowsills, chairs, tables, pictures, and other furniture.
- Wet wipe/disinfect areas of high citizen usage
- 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, soap and deodorizers
- 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 of all urinals and toilets; disinfect and polish bright work
- Clean and disinfect all surfaces of toilet seats
- Scour, sanitize, and polish all basins and bright work
- Dust all partitions and mirror frames
- Wet wipe and disinfect partitions and wall areas around urinals and toilets
- Mop and rinse bathroom floors with disinfectant
- Remove splash marks from walls around basins, as needed

Kitchen Areas

- All trash and recycling receptacles are to be (i) emptied and wet wiped, if necessary; and (ii) removed to their proper collection points
- 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 Duties:

- 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 carpeted areas

Monthly Cleaning Duties:

- 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
- Dusting and cleaning of window and door blinds

Specialty Cleaning Duties:

- Deep cleaning carpet once year
- Vinyl tile flooring to be stripped, recoated and buffed once a year
- Exterior windows to be wet cleaned and dried inside and outside, twice a year

Monthly Pricing Schedule

Client: City of Columbia, Illinois

Buildings to be serviced: **Columbia City Hall**
Monthly invoice \$1,283.00

Department of Public Works
Monthly invoice \$416.25

Total for City of Columbia

Monthly invoice \$1,699.25

Clements Cleaning shall abide by the Cleaning Schedule in servicing and maintaining all locations. All specialty cleaning is included in the monthly price for each building.