

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 3127

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A CLEANING SERVICES AGREEMENT WITH KLEEN SWEEP CLEANING SERVICES LTD OF WATERLOO, ILLINOIS TO PROVIDE PROFESSIONAL CLEANING SERVICES FOR THE CITY'S POLICE DEPARTMENT BUILDING

**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**

OCT - 6 2014

ORDINANCE NO. 3127



City Clerk

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A CLEANING SERVICES AGREEMENT WITH KLEEN SWEEP CLEANING SERVICES LTD OF WATERLOO, ILLINOIS TO PROVIDE PROFESSIONAL CLEANING SERVICES FOR THE CITY'S POLICE DEPARTMENT BUILDING

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 Police Department Building ("Police Department"); and

WHEREAS, the City Council of the City has determined that the City should employ Kleen Sweep Cleaning Services LTD with offices in Waterloo, Illinois ("Kleen Sweep") to provide the cleaning services at the Police Department; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the use and purpose of authorizing the employment of Kleen Sweep 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 Kleen Sweep to provide the cleaning services at the Police Department, and does further authorize and direct the Mayor to execute and deliver the Cleaning Services Agreement, substantially in the form attached hereto, evidencing such employment of Kleen Sweep to provide such cleaning services, 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 Holtkamp moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

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

NAYS: None.

ABSENT: None.

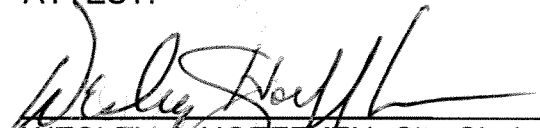
ABSTENTIONS: None.

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.

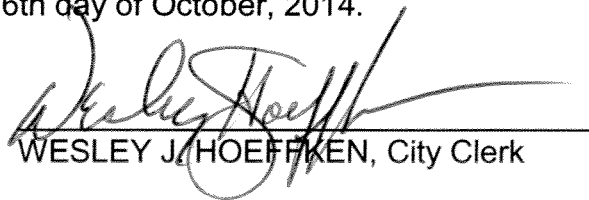
I further certify that on the 6th day of October, 2014, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 3127 entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A CLEANING SERVICES AGREEMENT WITH KLEEN SWEEP CLEANING SERVICES LTD OF WATERLOO, ILLINOIS TO PROVIDE PROFESSIONAL CLEANING SERVICES FOR THE CITY’S POLICE DEPARTMENT BUILDING”

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

The pamphlet form of Ordinance No. 3127, 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. 3127, entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A CLEANING SERVICES AGREEMENT WITH KLEEN SWEEP CLEANING SERVICES LTD OF WATERLOO, ILLINOIS TO PROVIDE PROFESSIONAL CLEANING SERVICES FOR THE CITY’S POLICE DEPARTMENT BUILDING”

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)

City of Columbia, Illinois & Kleen Sweep Cleaning Services LTD **Cleaning Services Agreement**

This Cleaning Services Agreement (the "Agreement") is entered into on _____, 2014, by and between Kleen Sweep Cleaning Services LTD ("Kleen Sweep") and the City of Columbia, Illinois ("Client").

WHEREAS:

- Kleen Sweep provides commercial cleaning and maintenance services.
- Client is in need of services from Kleen Sweep as outlined in the Cleaning Schedule (attached hereto).
- Kleen Sweep 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. Kleen Sweep 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 Kleen Sweep and Client.
2. Kleen Sweep agrees to perform cleaning services as outlined in the cleaning schedule at the Columbia Police Department Building, 1020 N. Main St., Columbia, Illinois.
3. Kleen Sweep agrees to provide cleaning services at the Columbia Police Department Building five (5) days per week pursuant to a mutually agreed upon schedule with the Chief of Police or his designee.
4. Kleen Sweep shall furnish all cleaning products, materials, equipment and tools necessary for the performance of the cleaning services required by this Agreement, at no cost to Client.
5. Kleen Sweep shall order and stock bath tissue, hand towels, soap, trash liners, odor control products, and personal hygiene items for Client, which will be stored in a closet(s) or a secured area at the Columbia Police Department, which shall be paid for by the Client.

II. Independent Business Relationship

1. Kleen Sweep and its 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 upon sum to be paid to Kleen Sweep for providing the cleaning services required by this Agreement.

2. Kleen Sweep shall select and designate all personnel (including the number of employees necessary) 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 Kleen Sweep. 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 insurance coverage will be submitted to the Client.
3. Kleen Sweep shall adhere to all Federal, State and County Employment Laws. Expressly, personnel performing cleaning services for Client are employees of Kleen Sweep and are not employees of the Client.

III. Scope of Services

1. Kleen Sweep shall abide by the Cleaning Schedule (attached hereto) as specified by Client in order to maintain Client's property in a neat, clean and orderly condition.
2. Kleen Sweep shall provide Client with contact information for the company, 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. Kleen Sweep shall take immediate action upon notification by Client of any service grievances.
4. Kleen Sweep shall conduct bi-monthly self-performance reviews by management and agrees to quarterly performance reviews with the Client (or as otherwise requested by the Client), at mutually agreed upon date(s) and time(s) to review the cleaning services.
5. Kleen Sweep shall abide by the background check of personnel cleaning Client's building. This will be coordinated through the City of Columbia Police Department with background checks for the employee(s) of Kleen Sweep initially assigned to clean the Client's property being an expense of the Client, and with any additional background checks needed being paid for by Kleen Sweep. Only employees of Kleen Sweep who have successfully passed the background checks will be allowed access to Client's property.

IV. Client Agreements

1. Client represents to the best of Client's knowledge that the property to be serviced by Kleen Sweep is 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 Kleen Sweep directly after approval of the order by the Client.

V. Payment of Services

1. Client agrees to pay Kleen Sweep, each month, a total of \$1,032.00 for providing the cleaning services required hereby, upon receipt of an invoice.
2. Kleen Sweep will mail Client an invoice for services rendered the month prior. Client agrees to pay for services rendered within thirty (30) days of invoice date. Any discrepancies with invoices shall be addressed within ten (10) days of invoice date by mail to the attention of Andrea Tutor, President of Kleen Sweep, or e-mail to atutor1231@yahoo.com. Such discrepancy will be addressed within one (1) business day. Any undisputed invoice not paid within forty-five (45) days will be assessed a 1.5% service charge at forty-five (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 the agreed upon cleaning schedule, or changes in the size of Client's property to be serviced by Kleen Sweep hereby. Such modifications shall only be binding if in writing, signed by both parties.

Remit payment to:
Kleen Sweep Cleaning
12 David Street
Waterloo, IL 62298

Bill to:
Columbia Police Dept.
1020 N. Main Street
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 sixty (60) days in advance of the date services are to be terminated.
3. Kleen Sweep 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:

Kleen Sweep Cleaning
 Andrea Tutor, President
 12 David Street
 Waterloo, IL 62298

Columbia Police Dept.
 Attn: Chief of Police
 1020 N. Main Street
 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 its 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 modifications 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.

 Andrea Tutor, President Date
 Kleen Sweep Cleaning Services LTD

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

ATTEST:

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

Cleaning Schedule

(1) DAILY CLEANING

(A) GENERAL

- All (i) trash and recycling receptacles are to be emptied and wet wiped, if necessary; and (ii) removed materials are to be taken to their proper collection points.
- Vacuum heavily trafficked areas of carpeting, all carpet runners and area rugs, and other areas that appear to need vacuuming.
- 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 (e.g. computer desks and circulation desk at library, counter at City Clerk's office and Police Department).
- 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.

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

(C) KITCHEN AREAS

- All (i) trash and recycling receptacles are to be emptied and wet wiped, if necessary; and (ii) removed materials are to be taken 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.

(2) 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 carpeted areas.

(3) 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.

(4) SPECIALTY CLEANING AT ADDITIONAL PRICE (UPON MUTUAL AGREEMENT)

All of the following specialty cleaning services shall be part of the cleaning services contract and may be performed by a different company:

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

(Also see attached ADDENDUM NO. 1)

ADDENDUM NO. 1
REQUEST FOR PROPOSALS
MUNICIPAL BUILDINGS CLEANING SERVICES
PROPOSALS DUE AUGUST 26, 2014; 10:00AM

This will serve as addendum no. 1 to the Request for Proposals for Municipal Buildings Cleaning Services for the City of Columbia, Illinois. Please sign and date the addendum and place it in the proposal to note receipt and incorporation of the addendum into the proposed cost of the services.

1. Item No. 3 Monthly Cleaning under Cleaning Schedule shall include the item "Dusting and Cleaning of Window and Door Blinds".
2. Cleaning Services for the Police Department Building shall include cleaning and emptying trash and recycling receptacles (2 receptacles) in the basement as needed and dust mopping of the hard surface (concrete) floor of the access hallway in the basement at least once per month.
3. Item No. 4 Specialty Cleaning shall not be at additional price (upon mutual agreement). The cost for the specialty cleaning shall be included in the monthly price for the cleaning services per building.
4. Cost for the cleaning services shall be broken down into the cost for each of the municipal buildings.

Acknowledgement:

Company KLEEN SWEEP CLEANING SERVICES LTD

Printed Name ANDREA TUDOR

Signature 

Date AUGUST 22, 2014

Cleaning Schedule

(1) DAILY CLEANING

(A) GENERAL

- All (i) trash and recycling receptacles are to be emptied and wet wiped, if necessary; and (ii) removed materials are to be taken to their proper collection points.
- Vacuum heavily trafficked areas of carpeting, all carpet runners and area rugs, and other areas that appear to need vacuuming.
- 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 (e.g. computer desks and circulation desk at library, counter at City Clerk's office and Police Department).
- 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.
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- 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.

(2) 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 carpeted areas.

(3) 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.
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3. Item No. 4 Specialty Cleaning shall not be at additional price (upon mutual agreement). The cost for the specialty cleaning shall be included in the monthly price for the cleaning services per building.
4. Cost for the cleaning services shall be broken down into the cost for each of the municipal buildings.

Acknowledgement:

Company KLEEN SWEEP CLEANING SERVICES LTD

Printed Name ANDREA TUTOR

Signature 

Date AUGUST 22, 2014