



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval of a two year contract extension with CityWide Building Services for interior cleaning of City Hall, Finance, Public Works, Police and Tri-Com facilities.		
Presenter & Title:	Eric Nelson, Building Commissioner		
Date:	April 20, 2020		
Please Check Appropriate Box:			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS - II			
Estimated Cost: \$83,283.30/Annually	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Other Funding," please explain how the item will be funded: N/A			
Executive Summary:			
<p>In FY 2019 the City entered into a two year contract with CityWide Building Services for the daily cleaning of City Hall, Public Works, Police, Finance and Tri-Com facilities. This contract included a two year extension, if warranted, with no price increase. The City has had a contract with City Wide Building Services since FY 2016 and overall has had good experience with them. CityWide has proven to provide a consistent quality of service across all locations, and has been responsive in addressing any issues that have been brought forward by City staff.</p> <p>This expense is budgeted in the General, TriCom, Electric, and Water/Wastewater Funds.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Contract 			
Voting Requirements:			
<p><i>This motion requires 7 affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend Approval of a Resolution Authorizing the City Administrator to Execute a Two-Year Extension for City Facility Cleaning Services Contract with CityWide Building Maintenance, Inc.			

RESOLUTION NO. 2020-26

**RESOLUTION AUTHORIZING EXECUTION OF
CONTRACT WITH CITY WIDE BUILDING MAINTENANCE INC.
FOR INTERIOR CLEANING SERVICES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute on behalf of the City of Geneva, the contract with City Wide Building Maintenance Inc. relating to the Interior Cleaning Services Contract for Geneva City Hall at 22 S. First Street, Geneva IL. 60134, Geneva Finance Office at 15 south First Street, Geneva, IL. 60134, Geneva Police Department at 20 Police Plaza, Geneva, IL 60134, Geneva Public Works at 1800 South Street, Geneva, IL 60134; and TriCom Central Dispatch Services at 3823 Karl Madsen Drive, St. Charles, IL 60175.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 20th day of April, 2020

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 20th day of April, 2020.

Mayor

ATTEST:

City Clerk

CONTRACT FOR CLEANING SERVICES

We are pleased to submit our proposal for janitorial maintenance services for the City of Geneva's buildings located as referenced in the bidding documents. The task assignments are listed on the attached bid specifications in detail. However, these specifications should not be construed as all-inclusive. Our Principal objective specification is your complete satisfaction as our customer and you may be certain we will always make every effort to achieve that objective.

AGREEMENT: Made this ____ day of _____, 2020, by and between the City of Geneva (hereinafter called Client) and Citywide Building Maintenance, Inc. (hereinafter called Contractor).

WHEREAS CLIENT desires to employ such cleaning services to its properties located as found in the attached bid specifications.

NOW THEREFORE, the parties hereto agree to the following:

1. Commencing May 1, 2020 and ending April 30, 2022 (with the option of 2 year extension) _____ will provide for the client the services as described in the bid specifications attached hereto and made a part hereof, in the areas to be serviced therein set forth.
2. All personnel furnished by the contractor will be employees of Citywide Building Maintenance, Inc. and Citywide Building Maintenance, Inc. will pay all salaries and expenses. Citywide Building Maintenance, Inc. will be considered for the purposes of this contract an independent contractor for the city and referred to as contractor.
3. The contractor is, and will be, responsible for the direct supervision of its personnel and without limiting the responsibility of the contractor, for the conduct of its personnel and the cleaning of the areas to be serviced hereunder, The conduct of the cleaning personnel hereunder is to be guided by rules and regulations as agreed upon from time to time between the client and the contractor. All personnel of the contractor will undergo an extensive background check before working within any building covered by this contract, with no exceptions. This check will be conducted by our Police Department. Pursuant to the background check, the client reserves the right to prohibit a subject employee from performing services within any client building.
4. The contractor agrees that the cleaning services to be provided by the contractor hereunder shall be performed by qualified, careful and efficient personnel in strict conformance with the best practices and highest applicable standards of the industry and the attached specifications. The contractor further agrees that upon request of the client, it will remove from service hereunder, any and all of its personnel, who in the opinion of the client, are guilty of improper conduct or are not qualified to perform the work assigned to them.
5. In exchange for the services provided to the client by the contractor in conformance with this contract, the client shall make payment to contractor at the rate established by this document as listed below. Billing will be made on the first of each month by the contractor and the client will provide payment to the contractor within the next 30 days.
6. During the first 6 months of this contract, the independent contractor shall be performing the designated services on a probationary basis. During this probationary period the City may, in its sole discretion, terminate the contract, with or without cause, upon written notice to the independent contractor. During all other periods of the contract and upon five (5) days written notice to independent contractor, the City shall have the right to terminate the contract in the event independent contractor fails to fulfill any of the terms of this contract, as determined in the sole discretion of the City.
7. In the event independent contractor fails to provide any of the services herein or is deficient in the performance of any of those services, the City may deduct from monies to be paid to independent contractor the fair market value of the deficient services

8. This contract will commence on May 1, 2020 and will cease April 30, 2022 (with the option of 2 year extension) and will continue in effect, but may be terminated by either party by giving the other party a minimum 10 day written notice delivered by certified mail to the parties last known address.

IN WITNESS WHEREOF, THESE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE HERETO AFFIXED.

April ____, 2020

By: _____ **Client**

By: _____ **Contractor**

Witness _____

CERTIFICATION FOR CONTRACT

The undersigned, as duly-authorized representative of the Contractor, hereby certifies to the City of Geneva,

Kane County, Illinois, that regarding this Project known as, _____

INTERIOR CLEANING SERVICES CONTRACT

- 1.) The Contractor ensures that they operate a drug free environment and that drugs are not allowed in the workplace or satellite locations as well as City of Geneva sites in accordance with the Drug Free Workplace Act of January, 1992.
- 2.) The Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project.
- 3.) The Contractor is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1, Illinois Revised Statutes.
- 4.) The Contractor is not barred from bidding on Contract, or entering into this Contract as a result of a violation of either Section 33E-4 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987(As Amended).

Subscribed and sworn to _____
Name

Before me this _____ day of _____, 2020

Title

Company

Date

CONTRACT BOND (Corporation)

State of _____
ss.

County of _____

I, _____, a Notary Public in and for said county, in the State aforesaid, do hereby certify that _____ and _____ to me personally known to be President and Secretary respectively of

_____, a corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such president and secretary respectively they signed, sealed, and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the board of directors of said corporation.

Given under my hand and Notarial seal this _____ day of _____ A.D. 20____.

Notary Republic

State of _____

ss.

County of _____

I, _____, a Notary Public in and for said county, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for

_____ appeared before me this day in person and acknowledge that he signed the name of _____ thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Given under my hand and Notarial seal, this _____ day of _____, A.D. 20____.

Notary Public

CONTRACT BOND

KNOWN ALL MEN BY THESE PRESENTS, That we _____
 a corporation organized under the laws of the State of _____ and licensed to do business
 in the State of Illinois, as Principal, and _____ a corporation and
 existing under the laws of the State of _____, with authority to do business in the State of
 Illinois, as Surety, are held and firmly bound unto the City of Geneva, State of Illinois in the penal sum of
 _____ dollars (\$ _____), lawful money of the United States, well and truly
 to be paid unto said City of Geneva for the payment of which we bind ourselves, our successors and assigns,
 jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a
 written contract with the City of Geneva, Illinois, which is a municipal corporation and acts through the Mayor and City
 Council for the construction of the work designated

INTERIOR CLEANING SERVICES CONTRACT

which contract hereby is referred to and make a part of hereof, as if written herein at length, and whereby the said
 Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised
 to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for
 the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm,
 company or corporation suffered or sustained on account of the performance of such work during the time thereof and
 until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person,
 firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any
 such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by
 any such person, firm, company, or corporation, for the recovery of any such money.

CONTRACT BOND (Corporation)

NOW THEREFORE, If the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of construction such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid City of Geneva, Illinois harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this _____ day of _____, A.D. 20____.

By _____ Mayor

Attest: _____ City Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this _____ day of _____, A.D. 20_____.

Corporate Name _____

By _____ President

Attest _____ Secretary

Surety _____ (SEAL)

By _____ (SEAL) Attorney in Fact

By _____ (SEAL) Attorney in Fact