



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Resolution Approving a 10% Increase in the Current Facility Cleaning Contract with Citywide Building Maintenance Inc. from \$6,904.28 to \$7,634.31 Per Month for Interior Cleaning Services.		
Presenter & Title:	Eric Nelson Building Commissioner		
Date:	November 15, 2021		
<b>Please Check Appropriate Box:</b>			
<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: N/A			
Estimated Cost: \$694.03/mo.	Budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
<b>Executive Summary:</b>			
In 2018 the City entered into a contract; and renewed in 2020, for cleaning services with Citywide Building Maintenance Inc.. The contract expires in April 2022. The contractor has requested an increase of \$694.03/month to cover unexpected increases in costs. The proposed increase is effective December 1, 2021 through April 30, 2022.			
<b>Attachments: (please list)</b>			
<ul style="list-style-type: none"> <li>• Contractors request for increase</li> <li>• Current Contract</li> </ul>			
<b>Voting Requirements:</b>			
<i>This motion requires a simple majority.</i>			
<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>			
<b>Recommendation / Suggested Action: (how the item should be listed on agenda)</b>			
Consider Draft Resolution Authorizing City Administrator to execute on behalf of the City of Geneva, approval of a request for a 10% (\$6940.28/mo. to \$7634.31/mo.) increase in the current cleaning contract with City Wide Building Maintenance Inc. effective December 1, 2021 through April 30, 2022.			

**RESOLUTION NO. 2021-99**

**RESOLUTION AUTHORIZING EXECUTION OF A 10% INCREASE IN THE CLEANING CONTRACT WITH CITY WIDE BUILDING MAINTENANCE INC. FROM \$6,904.28 TO \$7,634.31 PER MONTH FOR CITY FACILITY INTERIOR CLEANING SERVICES**

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**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, approval of a request for a 10% (\$6,940.28/mo. to \$7,634.31/mo.) increase to the current cleaning contract with City Wide Building Maintenance Inc. effective December 1<sup>st</sup>, 2021 through April 30,th 2022 relating to the Interior Cleaning Services Contract for Geneva City Hall at 22 S. First Street, Geneva Finance Office at 15 S. First Street, Geneva Police Department at 20 Police Plaza, Geneva Public Works at 1800 South Street,; and TriCom Central Dispatch Services at 3823 Karl Madsen Drive, St. Charles, IL.

**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 15th day of November, 2021.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 15th day of November, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



WE CREATE A BETTER ENVIRONMENT TO WORK – SHOP – PLAY.

11/7/2021

Mr. Eric Nelson  
 City of Geneva  
 22 S. First Street  
 Geneva, IL 60134

Dear Mr. Nelson,

It goes without saying how much we appreciate the opportunity to serve The City of Geneva. We at Citywide for the past 6 years have used all our resources to insure and preserve the confidence of The City of Geneva into Citywide by working close with your staff and responding to any day-to-day issues and delivering a quality and consistent service. We are very proud to have you as a customer, and we will all continue to work hard to preserve our business relationship for years to come.

To ensure we continue to keep our staffing consistent & we can provide the services you have been accustomed to for the past 6 years Citywide is requesting an increase from the City of Geneva in the amount of \$694.03 per month. The new monthly service price will go from \$6,940.28, to \$7,634.31 per month.

This new contracted rate would be in affect starting December 1<sup>st</sup>, 2021, until April 30<sup>th</sup>, 2022.

All current specifications will remain in in place as they have for years past.

Citywide Building Maintenance is proud to have the City of Geneva as a customer and hope to continue our relationship for years to come. We appreciate your consideration and your partnership in these trying times.

Marc Battista

*Marc Battista*

President

\_\_\_\_\_  
 Date:  
 City of Geneva Representative

*Marc Battista*  
 \_\_\_\_\_ Date: 11/7/2021  
 Citywide Building Maintenance Inc.

## 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 23<sup>rd</sup> day of March, 2018, 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, 2018 and ending April 30, 2020 (with the option of 2 year extension) Citywide Building Maintenance, Inc. 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 setforth.
2. All personnel furnished by the contractor will be employees of 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 it's 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, 2018 and will cease April 30, 2020 (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.

March 23, 2018

By: Stephane L Client

By: Mr. [Signature] Contractor

Witness [Signature]