

APR 18 2011

J. Ronald Colyer
City Clerk

ORDINANCE NO. 2863

AN ORDINANCE TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT TO HIRE CORVUS JANITORIAL SYSTEMS TO PROVIDE PROFESSIONAL CLEANING SERVICES TO THE CITY OF COLUMBIA, ILLINOIS

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 Corvus Janitorial Systems with offices in Maryland Heights, Missouri ("Corvus") 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 Corvus, effective May 1, 2011, 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 Corvus, effective on May 1, 2011, to provide the cleaning services aforesaid, and does further authorize and direct the City Administrator to execute and deliver the Maintenance Agreement, in the form attached hereto, evidencing such employment of Corvus to provide such cleaning services, which Maintenance Agreement is hereby approved as to form, in as many counterparts as said City Administrator shall determine.

Section 3. 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 Roessler moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

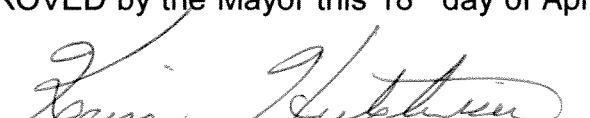
YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

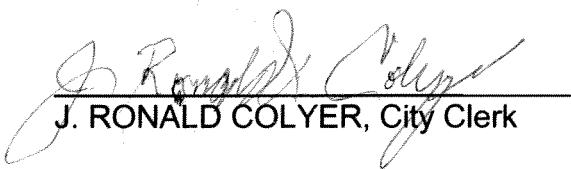
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 18th day of April, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

Maintenance Agreement

Corvus Janitorial Systems ("Corvus") and the City of Columbia, Illinois ("Customer")

Terms:

1. CORVUS Monthly Charge will be:

\$1728.00 per month, to include **5 times per week** service.

Buildings to be serviced:

City Hall-(5) times per week

Library-(5) times per week

Police Department-(5) times per week

Fire Department-(1) time per week

Public Works-(5) times per week

for cleaning services (to be performed at a time mutually agreeable to CORVUS and CUSTOMER) as described in the Cleaning Schedule attached hereto as ATTACHMENT "A" and made a part hereof.

Initial _____

- 1.1 CORVUS agrees to carry insurance to include: (i) General Liability and Comprehensive Insurance in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate with CUSTOMER named as an additional insured; (ii) Property Damage Insurance (in an amount normally carried by CORVUS in the course of its business); and (iii) Worker's Compensation coverage in an amount in compliance with state law.
2. All nightly services will be performed as listed and scheduled per this agreement with the exception of the legal holidays listed here: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There will be no rebate of contract price for a holiday.
3. CUSTOMER acknowledges access to facility by customer employees following service, as in the case of a "three shifts" or "twenty four hour" facility, wherein areas are soiled by said employees, shall not constitute a material deficiency of specifications.
4. CORVUS will supply all electric equipment and cleaning chemicals necessary to fulfill the terms of this agreement unless indicated to the contrary above.
5. CORVUS will perform all tasks as required under the terms of this Agreement, unless circumstances caused by an act of God, strike, war, or other conditions beyond the control of CORVUS occur that prevent scheduled tasks from being completed in a safe and proper manner.
6. CUSTOMER shall supply bin liners, hand soap, hand towels, and toilet tissue at CUSTOMER'S sole expense. CORVUS will supply cleaning chemicals necessary to fulfill the terms of this Agreement at CORVUS sole expense.
7. CUSTOMER agrees CORVUS is a contracted agent.
8. Any modifications to specifications, or areas serviced within CUSTOMER facility, or requests for changes in personnel must be submitted in writing, and must be agreed upon by both parties to this Agreement.
9. CUSTOMER shall be responsible for liquidation charges equal to three (3) months contract billing in the event of premature cancellation of services or material breach of contract; this sum shall constitute forfeiture not a penalty.



10. **CUSTOMER** acknowledges that CORVUS Cleaning Crews are not authorized to negotiate on behalf of CORVUS or make any changes to this Agreement.
11. Other services performed on request:
 - A) Initial Cleaning at \$N/A.00 (plus applicable tax) to raise standard of cleanliness.Accepted by: _____
12. The term of this Agreement shall be for twelve (12) months beginning on the date services are to start at the locations listed in this Agreement and automatically renew for an additional one year period upon each anniversary date unless either party shall notify the other party in writing prior to at least forty five days (45) of the anniversary date of its election not to renew for the additional one (1) year period. In that event, this Agreement shall expire on the anniversary date of the then current twelve (12) month period and shall be of no force and effect thereafter.
13. If a party to this cleaning contract fails to perform material specifications ("the non-performing party"), the party claiming non-performance ("the claiming party") will send the non-performing party written notice by certified mail, specifying and listing the precise manner of material non-performance. This notice will provide that the non-performing party will have (30) days from receipt of the notice to cure or correct the items of non-performance. If these items have not been corrected or cured within this thirty (30) day period, the claiming party may then terminate this Agreement by sending the non-performing party a thirty (30) day notice of termination. Because response to potential deficiencies is vital to maintaining the Agreement, **CUSTOMER** acknowledges that certified mail shall be used to communicate deficiencies. Notification not in absolute compliance with the aforementioned method of communication shall not be recognized as valid notification of deficiency or termination.
14. **CUSTOMER** agrees to work in good faith to meet and inspect with CORVUS Management should material deficiencies arise; **CUSTOMER** recognizes that, from time to time, at its sole discretion, CORVUS may change cleaning crews.
15. CORVUS shall not be responsible for wear and tear, dilapidation or poor previous upkeep of any or all parts of **CUSTOMER** facility, including but not limited to old carpeting and unfinished flooring.
16. Upon acceptance of the terms of this Agreement and written signature approval by both sides, a start date for services to begin shall be agreed upon by both **CUSTOMER** and CORVUS. **CUSTOMER** agrees to pay the total minimum sum per month as listed hereon no later than thirty (30) days following the invoice date. In the event of default on payment, **CUSTOMER** agrees to pay CORVUS reasonable attorney's fees and costs for collection.
17. During the term of this Agreement or in the event of termination for any cause, **CUSTOMER** shall not solicit employment of any CORVUS employees, Franchise Owners, subcontractors, or other authorized representatives of CORVUS for a period of eighteen (18) months.
18. Any written notice shall be deemed to have been given three (3) business days after being deposited in the mail as certified.
19. The laws of the state where the facilities are located shall govern this Agreement.

City of Columbia, Illinois ("Customer")

AUTHORIZED SIGNATURE: _____ DATE: _____
START DATE: _____

PRINT NAME: Albert G. Hudzik, City Administrator

CORVUS

AUTHORIZED SIGNATURE: _____ DATE: _____
AGREEMENT COMMENCEMENT: _____ OF _____, 20 ____.

ATTACHMENT "A"

This ATTACHMENT "A" is part of a **Maintenance Agreement** entered into by and between Corvus Janitorial Systems ("Corvus") and the City of Columbia, Illinois ("City"), and details the cleaning schedule and the cleaning services to be performed by Corvus for the City during the term of said **Maintenance Agreement**.

Cleaning Schedule

(1) DAILY CLEANING

(A) 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, 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.

(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 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.

(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 specialty cleaning services listed below must be pre-approved in writing by the City:

- 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.