

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2947

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A SERVICE AGREEMENT WITH COVERALL OF ST. LOUIS D/B/A COVERALL HEALTH-BASED CLEANING SYSTEM TO PROVIDE PROFESSIONAL CLEANING SERVICES TO THE CITY OF COLUMBIA, ILLINOIS

Adopted by the
City Council
of the
City of Columbia, Illinois
this 16th day of April, 2012

Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois this 17th day
of April, 2012

APR 16 2012

ORDINANCE NO. 2947

J. Ronald Colyer
City Clerk

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A SERVICE AGREEMENT WITH COVERALL OF ST. LOUIS D/B/A COVERALL HEALTH-BASED CLEANING SYSTEM 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 the Columbia City Hall, the Department of Public Works Building, the Police Department Building and the Columbia Public Library; and

WHEREAS, the City Council of the City has determined that the City should employ Coverall of St. Louis d/b/a Coverall Health-Based Cleaning System with offices in Creve Coeur, Missouri ("Coverall") 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 Coverall, effective May 1, 2012, 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 Coverall, effective on May 1, 2012, to provide the cleaning services aforesaid, and does further authorize and direct the City Administrator to execute and deliver the Service Agreement, in the form attached hereto, evidencing such employment of Coverall to provide such cleaning services, which Service 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 following its passage and publication in pamphlet form, as provided by law.

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

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

NAYS: None.

ABSENT: None.

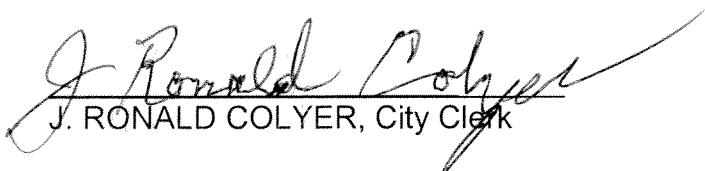
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 16th day of April, 2012.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

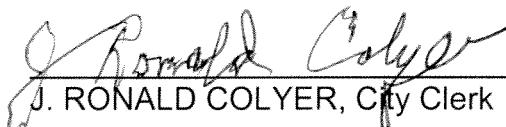
I further certify that on the 16th day of April, 2012, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2947 entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A SERVICE AGREEMENT WITH COVERALL OF ST. LOUIS D/B/A COVERALL HEALTH-BASED CLEANING SYSTEM TO PROVIDE PROFESSIONAL CLEANING SERVICES TO THE CITY OF COLUMBIA, ILLINOIS”

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

The pamphlet form of Ordinance No. 2947, 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 April 17th, 2012 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 16th day of April, 2012.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected 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. 2947, entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS TO ENTER INTO A SERVICE AGREEMENT WITH COVERALL OF ST. LOUIS D/B/A COVERALL HEALTH-BASED CLEANING SYSTEM TO PROVIDE PROFESSIONAL CLEANING SERVICES TO THE CITY OF COLUMBIA, ILLINOIS”

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 16th day of April, 2012.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 16th day of April, 2012.



J. RONALD COLYER, City Clerk

(SEAL)



Service Agreement

The Undersigned City of Columbia, IL ("CUSTOMER") hereby accepts the proposal of Coverall of St. Louis d/b/a Coverall Health-Based Cleaning SystemSM ("COVERALL"), and the parties agree that COVERALL will supply Health-Based Cleaning System Services for Customer's premises located at:

- Address: See "Exhibit A" For Premise Locations
- City, State, ZIP: See "Exhibit A" For Premise Locations

Upon the following terms:

1. COVERALL's service charge will be

\$2,026.00 Plus applicable tax per month, to include **five (5) times per week** service. Initial _____

The Health-Based Cleaning System Services are to be performed in the evening, unless otherwise agreed to by the parties. See "Exhibit A" for premises to be cleaned before 4:00 PM.

2. CUSTOMER acknowledges that the Coverall Health-Based Cleaning SystemSM will delegate all Health-Based Cleaning System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor.
3. Included in the service charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The service charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices - CUSTOMER reserves the right to select a vendor of its choice to provide such supplies and COVERALL agrees to cooperate on the placement of such supplies orders. The service charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on Customer's behalf.
4. All Health-Based Cleaning System Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.



6. Additional services, not included in COVERALL's service charge, and as detailed in the attached "Exhibit B" (Work Schedule), will be performed upon request at a price agreed upon by CUSTOMER and COVERALL:

Area		
a. Strip & Wax Floors	\$ 1,080.00	VCT Flooring
b. Scrub & Recoat Floors	\$	
c. Spray Buff	\$ 175.00	VCT Flooring
d. Hot Water Extract Carpets	\$ 1,600.00	Carpeted Flooring
e. Window Washing	\$ 175.00	
f. Initial Cleaning	\$	to include
g. Other	\$	

Additional services accepted by: _____

Signature _____

7. (a) The term of this service agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This service agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice by certified mail of its intent not to renew.

(b) **Termination/Notice:** If a party to this service agreement fails to perform according to its obligations (the non-performing party"), the party claiming non- performance shall send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performing party will have fifteen (15) 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 fifteen (15) day period, the claiming party may issue a thirty (30) day written notice by certified mail of termination and/or pursue other available remedies for default. Additionally, CUSTOMER reserves right to terminate this Service Agreement, with or without cause, upon sixty (60) days written notice delivered to COVERALL by certified mail.

(c) *Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this service agreement immediately for non-payment by CUSTOMER for cleaning charges due hereunder.*

8. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the service charge, as agreed to by the parties, will be made.



9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee's employees during the term of this service agreement or for one hundred and eighty (180) days after termination of this service agreement, without COVERALL's written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this service agreement within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's attorney's fees and costs for collection.
11. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

(Days of the week on which service is to be provided)

12. If there is an "Additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in Customer's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this service agreement, and that it will be binding upon the parties and their respective successors and assigns.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this service agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL becomes a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions. (Note: Attachments to this Service Agreement, which are hereby incorporated herein are: (i) "Exhibit A" describing premises locations; (ii) "Exhibit B" – the Work Schedule; and (iii) "Exhibit C" containing additional Terms and Provisions to this Service Agreement).

CUSTOMER

Coverall of St. Louis

Signature and Date

<<Rep>>, Sales Consultant (Signature and Date)

Print Name and Title

Print Name

Rob Kucharski

E-mail Address

Service Start Date

“Exhibit A”

This “Exhibit A” is an attachment to and a part of a **Service Agreement** entered into by and between the City of Columbia, Illinois (“Customer”) and Coverall of St. Louis d/b/a Coverall Health-Based Cleaning System (“Coverall”), and identifies the municipal buildings for which Coverall will supply Health-Based Cleaning System Services for Customer during the term of said **Service Agreement**.

Municipal Buildings to be cleaned

Buildings to be cleaned Monday through Friday (five (5) times per week each):

- (1) Municipal Building (City Hall)
208 S. Rapp Avenue
Columbia, Illinois; and
- (2) Columbia Public Library
108 S. Metter Avenue
Columbia, Illinois; and
- (3) Police Department Building*
1020 N. Main Street
Columbia, Illinois; and
- (4) Department of Public Works
110 W. Sand Bank Road
Columbia, Illinois

***Note:** As contained in Customer’s Request for Proposals document, dated February 1, 2012, which was used as the basis for selecting Coverall to provide municipal buildings cleaning services for Customer, the three (3) upper Police Department offices are to be cleaned before 4PM daily.

“Exhibit B” **Work Schedule**

This “Exhibit B” is an attachment to and a part of a **Service Agreement** entered into by and between the City of Columbia, Illinois (“Customer”) and Coverall of St. Louis d/b/a Coverall Health-Based Cleaning System (“Coverall”), and details the cleaning schedule and the cleaning services to be performed by Coverall for Customer during the term of said **Service Agreement**. This “Exhibit B” is referred to as the “Work Schedule” in said **Service Agreement**.

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.

“Exhibit B” Work Schedule

(B) RESTROOMS (continued)

- 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.

“Exhibit B”
Work Schedule

(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 (i) are optional; (ii) must be pre-approved in writing by Customer; and (iii) may be awarded to a different company:

- 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.

“Exhibit C”

This “Exhibit C” is an attachment to and a part of a **Service Agreement** entered into by and between the City of Columbia, Illinois (“Customer”) and Coverall of St. Louis d/b/a Coverall Health-Based Cleaning System (“Coverall”).

The following Terms and Provisions are hereby incorporated into and made a part of a **Service Agreement** entered into by Customer and Coverall (with a Service Start Date of May 1, 2012):

14. (a) Insurance Coverages – Coverall agrees to carry insurance to include: (i) General Liability and Comprehensive Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate with Customer named as an additional insured; (ii) Property Damage Insurance; and (iii) Worker’s Compensation coverage in an amount in compliance with state law.
14. (b) Performance Reviews – Performance reviews shall be conducted no less than every three (3) months at a mutually agreed upon date and time to review the cleaning services. Corrective measures shall be undertaken immediately if any issues or problems are noted, whether at performance review time or any other time.
14. (c) Contact Information – Contact information shall be supplied to Customer for the personnel performing the cleaning services, the supervisor in charge of the personnel performing the cleaning services, and a contact person with Coverall. This contact information will be kept current with any changes in personnel.
14. (d) Independent Contractor Status – Coverall and Customer acknowledge that Coverall is an independent contractor and its franchisees/employees are not employees of Customer.
14. (e) Completion of Cleaning Services Forms – Customer reserves the right (upon request of Customer) to require Coverall franchisees/employees performing cleaning services at Customer municipal buildings to complete forms evidencing that the daily/weekly/monthly cleaning services are being performed in accordance with the **Service Agreement**.
14. (f) Background Checks – Coverall acknowledges that (i) its franchisees/employees performing the cleaning services for Customer are required to submit to and successfully pass state and federal background checks pursuant to the standards set by Customer’s Chief of Police before cleaning services personnel can gain access to the municipal buildings to be cleaned pursuant to the **Service Agreement**; and (ii) each state and federal background check costs approximately \$45 (for both), and Customer agrees to pay for the background checks for up to five (5) individuals. Coverall agrees to pay 50% of the costs of background checks required in excess of five (5) individuals.
14. (g) The **Service Agreement** shall be governed by the laws of the State of Illinois.