



### **AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	Review and consideration of Interior cleaning Services contract for City Hall, Finance, Public Works Facility, Police Department, and Tri-com
Presenter & Title:	Mary McKittrick, City Administrator Dustin Schultze, Building Commissioner
Date:	March 23, 2015

***Please Check Appropriate Box:***

<input checked="" 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 -

Estimated Cost: \$ \_86,825.76\_\_\_\_\_

Budgeted?       X       **YES**  
**NO**

*If NO, please explain how the item will be funded:*

**Executive Summary:**

The City has recently put out a request for proposal for interior cleaning services at City Hall, Finance, Public Works Facility, Police Department, and Tri-Com. I have attached the results of the bid process showing the proposed cost for FY 16.

Company	FY16
Warso Cleaning Corp.	\$ 47,340.00
Perfect Cleaning Services	\$ 51,540.00
Eco Clean Maintenance	\$ 56,576.00
Executive Building Maintenance	\$ 70,093.00
All Cleaners Inc.	\$ 84,000.00
City Wide Building Maintenance Inc.	\$ 86,825.76
Dukane Contract Services	\$ 88,308.00
On the Spot Janitorial & Maintenance LLC	\$ 118,236.00

For the last 3 bid cycles (x years) the City has historically taken the low bid for cleaning City facilities. Over the course of each contract, Staff from all departments have had on going issues to the point of not extending the contract or canceling the contract due to terms not being met. As a result, staff sought quotes for service through a Request for Proposal (RFP) process. Staff conducted reference checks on the lowest 6 bids and after eliminating references that were not acceptable we interviewed the following three companies: Executive Building Maintenance, All Cleaners Inc, and City Wide Building Maintenance Inc.

From the results of the interview process, Staff would recommend that we enter into a contract with City Wide Building Maintenance Inc. which has shown an outstanding system to track and manage their employees, has excellent references and has experience cleaning public facilities (police lock-ups, scheduling subject to the conclusion of evening meetings, etc.). The contract would go into effect of May 1, 2015, for a period of one year with renewal provisions if services are delivered satisfactorily.

The proposed FY 2015-16 budget includes anticipated increased costs for facility cleaning.

**Attachments: (please list)**

- Contract

**Recommendation / Suggested Action: (briefly explain)**

Staff recommends approval of Resolution 2015-XX authorizing the City Administrator to enter into a one-year renewable contract for City facility cleaning services as presented.

**RESOLUTION NO. 2015-22**  
**RESOLUTION AUTHORIZING**  
**A CONTRACT FOR CITY FACILITY 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, a contract for cleaning services for City facilities including Geneva City Hall at 22 South 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 Department 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 6<sup>th</sup> day of April, 2015.

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

Approved by me this 6th day of April, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

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



**CONTRACT DOCUMENTS  
AND PROJECT SPECIFICATIONS  
FOR  
INTERIOR CLEANING SERVICES  
AT THE  
PUBLIC WORKS FACILITY,  
CITY HALL & FINANCE,  
POLICE DEPARTMENT,  
And  
TRI-COM  
IN THE CITY OF GENEVA, ILLINOIS**

Dustin Schultze – Building Commissioner

January, 2015

## INVITATION TO BID FOR INTERIOR CLEANING SERVICES

Welcome! The City of Geneva has invited you to bid on the interior cleaning of the Public Works Facility, City Hall & Finance, Police Department, and Tri-Com Building.

This service will be done in strict compliance with the attached specifications meant to achieve the goal of maintaining a crisp, clean and healthy environment for its employees and to present impeccable facilities to its taxpaying citizenry. The term of this contract will run from contract award through April 30, 2018.

Bidding will be accepted on the enclosed contract and bid form only. Please follow the instructions carefully. The Affidavit of Experience shall also be completed and submitted with the bid form.

The successful bidder will be required to show proof of insurance in the amount of \$1,000,000 (one million dollars) for property damage and liability during the term of this contract.

The Contractor will be required to produce a bond for the term of this contract in the amount of 100% of the 2015 - 2016 bid price,

The Contractor must make an appointment with the following people to view the buildings:

Administrative Asst.	(630-232-1501)	Public Works Facility
Building Commissioner	(630-262-0280)	City Hall & Finance
Police Services Commander	(630-232-4736)	Police Department
Administrative Assistant	(630-232-4739)	Tri-Com

Thank you for showing an interest in providing service to the City of Geneva in this capacity and we look forward to working with you in the near future.

**City of Geneva  
Public Works Facility, City Hall & Finance,  
Police Department and Tri-Com  
(Optional WWTP)  
Interior Cleaning  
Contract Terms**

- 1) All refuse & recycling materials will be deposited separately in the appropriate onsite containers provided.
- 2) Complete carpet cleaning will be done as a separate contract as the City so designates.
- 3) The City will provide a small secure storage area at each facility for use by the Contractor for the purpose of storing supplies.
- 4) The City will issue one set of keys for Public Works, City Hall & Finance facilities. Any additional keys must be issued by the City. Duplication of keys will be strictly prohibited and considered a breach of contract. Upon termination of this contract, all keys issued by the City will be returned to the City. Keys are not necessary for the Police Department and Tri-Com since they are staffed 24/7.
- 5) All services performed in accordance with this contract will be done during non-business hours. A monthly schedule of events for each building will be given to the Contractor. Contractor will be required to provide an estimate of time that the cleaning crew will be at each location per day.
- 6) All persons working for the Contractor will be bonded, insured, and supervised. Copies to be provided upon request.
- 7) The Contract will be an annual contract with automatic renewal unless either party terminates. Termination of this contract can be done by either party upon written notice sent and received registered mail upon a ten (10) day notice. The day of receipt of this notice constitutes the first day of the ten (10).
- 8) Payment for services rendered in accordance with this contract will be done within 30 days of receipt of statement from the Contractor each month.
- 9) All paper products (toilet paper, hand towels, paper towels, and Kleenex) will be provided by the Contractor under this contract. An emergency supply of each will be held in the storage room.
- 10) All cleaning supplies including trash can liners and hand soap will be provided by the Contractor.
- 11) All office doors will remain closed and locked at all times and lights will remain off unless there is someone in an individual office cleaning.

- 12) The Contractor will immediately advise the Onsite Contact of any unusual circumstance occurring during the course of providing service to the City.
- 13) All surfaces that one would come in personal physical contact with will be cleaned with a non-residual germicidal cleaning product.
- 14) All necessary equipment to perform this contract will be provided by the Contractor and be maintained in good operating condition throughout the contract. There will be no use of City equipment (copy machine, computers, phones, fax, etc.)
- 15) A daily checklist will be provided by the Onsite Contact for each facility that will be required to be completed by the Contractor to verify what was completed. The Contractor will also be required to schedule a monthly performance inspection with the Onsite Contact to verify condition of the buildings and adherence to the contract or the Contractor may complete and submit a monthly performance report, if agreed to by the Onsite Contact.
- 16) The Onsite Contact for the administration of the Contract with full authority to interpret the Contract and guarantee conformity with this Contract are as follows:
 

Tracey Roiniotis	(630) 232-1501	Public Works Facility & WWTP
Dustin Schultze	(630) 262-0280	City Hall & Finance
Eric Passarelli	(630) 232-4736	Police Department
Shevon Sherod-Ramirez	(630) 232-4739	Tri-Com
- 17) Entrance of any unauthorized personnel into the buildings will not be tolerated.
- 18) All employees of the Contractor working under this contract will be subject to background checks and must be US Citizens or provide proper documentation that they are eligible to work in the US.
- 19) Periodically, portions of the buildings are used for evening meetings and should be made available on a nightly basis by no later than 10 p.m.
- 20) In the event any building is expanded during the contract period, the contractor will provide the client with any amendment to the contract for the client's approval.
- 21) Please note that the Police Department and Tri-Com buildings are 7 days a week contracts while the Public Works Building, and City Hall are 5 days a week.

**City of Geneva  
Public Works Facility  
Interior Cleaning  
Schedule of Service**

The following will be the type of service and the frequency of service to be performed under this contract.  
The following key will aid in designating the frequency of service:

D = Daily	Q = Quarterly
W = Weekly	SA = Semi-Annually
BW = Bi-Weekly	A = Annually
M = Monthly	AN = As Needed
BM = Bi-Monthly	AD = As Directed

Public Works - See attached floor plan

General Areas (offices, conference rooms, library, electric meter room, hallways, entry ways, work areas)

Sweep/dust mop and wet mop all floors .....	D
Sweep/dust mop and wet mop all stairs .....	D
Spray buff all vinyl floor tile to high gloss.....	W
Strip clean and polish all vinyl floor tile to high gloss .....	Q
Strip clean and polish all ceramic floor tile with a no-slip finish .....	SA
Vacuum all carpeting with agitator type equipment .....	D
Spot clean all carpeting.....	M
Spot clean all walls .....	M
Empty all trash receptacles and recycle containers.....	D
Install plastic can liners in all trash receptacles .....	D
Clean and sanitize all drinking fountains including in the garage.....	D
Dust all furniture and horizontal surfaces .....	BW
Clean and polish all visible desk surfaces .....	BW
Clean and sanitize all microwaves (inside & outside).....	W
Clean and sanitize all cabinet fronts.....	W
Clean and sanitize all stainless steel sinks.....	D
Replace all furniture to predetermined arrangement.....	D
Clean and polish all counter tops.....	D
Clean and sanitize all telephones and radio handsets .....	D
Clean and sanitize all stainless steel sinks.....	D

Windows (throughout the facility)

Clean all interior glass (both sides) .....	M
Clean all entry door glass (both sides) .....	D
Clean all exterior glass (both sides).....	SA

Clean all window screens and blinds ..... SA

#### Restrooms

Clean and sanitize all porcelain fixtures..... D  
 Clean all glass and mirrors..... D  
 Clean and fill all toilet paper and paper towel dispensers (and leave extra product at each location)..... D  
 Clean and fill all soap dispensers ..... D  
 Clean and polish all doors and partitions ..... W  
 Clean and sanitize all chrome fixtures..... D  
 Spot clean all walls ..... M  
 Empty all trash receptacles ..... D  
 Install plastic can liners in all trash receptacles ..... D  
 Strip clean and polish all ceramic floor tile with a no-slip finish..... SA  
 Sweep & wet mop all tile floors with germicide solution ..... D  
 Strip and wax all vinyl floor tile ..... Q

#### Lunch / Training Room

Spray buff all vinyl floor tile to high gloss..... W  
 Strip clean and polish all vinyl floor tile to high gloss ..... Q  
 Sweep & wet mop all vinyl floor tile with germicide solution..... D  
 Spot clean all walls ..... M  
 Empty all trash receptacles and recycle containers..... D  
 Install plastic can liners in all trash receptacles ..... D  
 Clean and sanitize all drinking fountains ..... D  
 Replace all furniture to predetermined arrangement..... D  
 Clean/sanitize/polish all counter tops..... D  
 Clean/sanitize/polish all table top surfaces ..... D  
 Clean and sanitize all telephones..... D  
 Clean and sanitize all microwaves (inside & outside)..... W  
 Clean and sanitize all refrigerators..... W  
 Clean and sanitize all cabinet fronts..... W  
 Clean and sanitize all stainless steel sinks..... D

#### Locker Rooms

Clean and sanitize all porcelain and stainless steel fixtures ..... D  
 Clean all mirrors..... D  
 Clean and fill all toilet paper and paper towel dispensers (and leave extra product at each location)..... D  
 Clean and fill all soap dispensers ..... D  
 Clean and polish all doors and partitions ..... W  
 Clean and sanitize all chrome fixtures..... D  
 Spot clean all walls ..... M  
 Empty all trash receptacles ..... D  
 Install plastic can liners in all trash receptacles ..... D  
 Strip clean and polish all ceramic floor tile with a no-slip finish..... SA  
 Sweep & wet mop all floors with germicide solution ..... D



**City of Geneva**  
**City Hall & Finance, Police Department, and Tri-Com Buildings**  
**Interior Cleaning**  
**Schedule of Service**

The following will be the type of service and the frequency of service to be performed under this contract. The following key will aid in designating frequency of service:

D = Daily	Q = Quarterly
W = Weekly	SA = Semi-Annually
BW = Bi-Weekly	A = Annually
M = Monthly	AN = As Needed
BM = Bi-Monthly	AD = As Directed

Police Department ~26,000 sf

Tri-Com ~7,500 sf

City Hall & Finance – See attached floor plans

General Areas (offices, conference rooms, library, electric meter room, hallways, entry ways, work areas)

Sweep/dust mop and wet mop all floors .....	D
Spray buff all vinyl floor tile to high gloss.....	W
Strip clean and polish all vinyl floor tile to high gloss .....	Q
Strip clean and polish all ceramic floor tile with a no-slip finish.....	SA
Vacuum all carpeting with agitator type equipment .....	D
Spot clean all carpeting.....	M
Spot clean all walls .....	W
Empty all trash receptacles and recycle containers.....	D
Install plastic can liners in all trash receptacles .....	D
Clean all trash cans .....	D
Clean and sanitize all drinking fountains including in the garage.....	D
Dust all furniture and horizontal surfaces .....	BW
Clean and polish all visible desk surfaces .....	BW
Treat wood council chambers chairs with an oil finish .....	SA
Replace all furniture to predetermined arrangement.....	D
Clean and polish all counter tops.....	D
Clean and sanitize all telephones and radio handsets .....	D
Clean and sanitize all stainless steel sinks.....	D

Windows (throughout the facility)

Clean all interior glass (both sides) .....	M
Clean all entry door glass and service windows (both sides) .....	D
Clean all exterior glass (both sides).....	SA
Clean all window screens and blinds .....	SA

Restrooms and Locker Rooms

Clean and sanitize all porcelain fixtures.....	D
Clean all glass and mirrors.....	D
Clean and fill all toilet paper and paper towel dispensers (and leave extra product at each location).....	D
Clean and fill all soap dispensers .....	D
Clean and polish all doors and partitions .....	W
Clean and sanitize all chrome and stainless fixtures.....	D
Spot clean all walls .....	M
Empty all trash receptacles .....	D
Install plastic can liners in all trash receptacles .....	D
Clean all trash receptacles .....	SA
Strip clean and polish all ceramic/ clay floor tile with a no-slip finish.....	Q
Sweep & wet mop all tile floors with germicide solution .....	D
Strip and wax all vinyl floor tile to high gloss .....	Q

Lunch / Training Room(s)

Spray buff all vinyl floor tile to high gloss.....	W
Strip clean and polish all vinyl floor tile to high gloss .....	Q
Sweep & wet mop all vinyl floor tile with germicide solution.....	D
Spot clean all walls .....	W
Empty all trash receptacles and recycle containers.....	D
Install plastic can liners in all trash receptacles .....	D
Clean all trash receptacles .....	SA
Clean and sanitize all drinking fountains .....	D
Replace all furniture to predetermined arrangement.....	D
Clean/sanitize/polish all counter tops.....	D
Clean/sanitize/polish all table top surfaces .....	D
Clean and sanitize all telephones.....	D
Clean and sanitize all microwaves (inside & outside) .....	D
Clean and sanitize all refrigerators .....	D
Clean and sanitize all cabinet fronts.....	D
Clean and sanitize all stainless steel and porcelain sinks .....	D

## WRITTEN QUOTE PROPOSAL

The following written quote proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner. The below Written Quote Proposal is submitted by: \_\_\_\_\_

Citywide Building Maintenance, Inc.

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform **Interior Cleaning Services** in accordance with the Specifications and procedural documents attached.

In submitting this written quote proposal the undersigned declares that the only persons or parties interested in the Written Quote Proposal as principals are those named herein and that the Written Quote Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Undersigned declares that he has examined the Proposal Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Proposal and the requirements of the cleaning services and understands that in making this Written Quote Proposal he waives all right to plead any misunderstanding regarding the same.

If awarded the Contract, the Undersigned agrees to complete the as specified in the Specifications and to work diligently and continuously.

The undersigned further agrees to begin work not later than 10 days after the issuance date of the notice to proceed unless otherwise provided and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion as specified in the Specifications, it being understood and agreed that the completion as specified is an essential part of the Contract.

The undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform **INTERIOR CLEANING SERVICES** in accordance with the attached Specifications and Documents.

**Bids will be broken down in the following manner:****Public Works**

Department	Current – April 2015		\$ <u>1,218.48</u>	Month
	May 2015 – April 2016	\$ <u>14,621.76</u>	Annual	\$ <u>1,218.48</u> Month
	May 2016 - April 2017	\$ <u>14,621.76</u>	Annual	\$ <u>1,218.48</u> Month
	May 2017 – April 2018	\$ <u>14,621.76</u>	Annual	\$ <u>1,218.48</u> Month
	Exterior Windows	150.00		

**City Hall  
& Finance**

Current – April 2015		\$	<u>1,421.50</u>	Month
May 2015 – April 2016	\$ <u>17,058.00</u>	Annual	\$	<u>1,421.50</u> Month
May 2016 - April 2017	\$ <u>17,058.00</u>	Annual	\$	<u>1,421.50</u> Month
May 2017 – April 2018	\$ <u>17,058.00</u>	Annual	\$	<u>1,421.50</u> Month
Exterior Windows	\$221.00			

**Police**

Department	Current – April 2015		\$ <u>2,951.58</u>	Month
	May 2015 – April 2016	\$ <u>35,418.96</u>	Annual	\$ <u>2,951.58</u> Month
	May 2016 - April 2017	\$ <u>35,418.96</u>	Annual	\$ <u>2,951.58</u> Month
	May 2017 – April 2018	\$ <u>35,418.96</u>	Annual	\$ <u>2,951.58</u> Month
	Exterior Windows	240.00		

**Tri-Com**

Current – April 2015			\$ <u>1,643.92</u>	Month
May 2015 – April 2016	\$ <u>19,727.04</u>	Annual	\$ <u>1,643.92</u>	Month
May 2016 - April 2017	\$ <u>19,727.04</u>	Annual	\$ <u>1,643.92</u>	Month
May 2017 – April 2018	\$ <u>19,727.04</u>	Annual	\$ <u>1,643.92</u>	Month
Exterior Windows	168.00			

The City of Geneva reserves the right to secure separate contracts for each building based upon the individual building bids or may select the total bid for all buildings, as determined to be in the best interest of the City.

## **BIDDER INFORMATION**

**SUBMITTED ON:** Thursday February, 26, 2015

Name: Citywide Building Maintenance, Inc.

Address: 1555 Industrial Drive 1A

City, State, Zip Code: Itasca, IL 60143

Phone: 1-847-228-1111

Contact Person: Marc Battista 1-847-489-0092

(To be submitted with Bid) AFFIDAVIT OF EXPERIENCESTATE OF Illinois )

)SS

COUNTY OF Dupage )Peter Battista being duly sworn, that he isSole Owner, of Citywide Building Maintenance, Inc.

(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

which has done work for the following parties of the general kind and approximate magnitude under this contract:

<u>Name of Owner</u>	<u>Job Description</u>	<u>\$ Amount</u>
<u>City of Naperville</u>	<u>Cleaning of all City Municipal Facilities</u>	<u>Available on Request</u>
<u>Village of Buffalo Grove</u>	<u>Cleaning of all Village Facilities</u>	<u>Available on Request</u>
<u>Emerson Network Power</u>	<u>Commercial Cleaning</u>	<u>Available on Request</u>

and that Peter Battista owns or has available  
(he/she, said firm, said corporation)

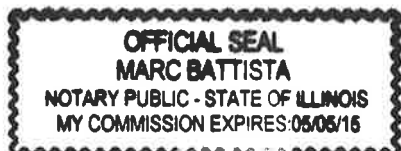
for immediate use on the proposed work the following equipment:

<u>Equipment</u>	<u>Year Built</u>	<u>Equipment</u>	<u>Year Built</u>
<u>Upright Vaccums</u>	<u>2010</u>	<u>17" Floor Machine</u>	<u>2000</u>
<u>Buckets &amp; Wringers</u>	<u>2013</u>	<u>Wet Mops &amp; Dust Mops</u>	

and that Jose Alvarez will be assigned to work  
(Name of Superintendent)

under this contract, and that his/her experience in this kind of work is as follows:

<u>Name of Job</u>	<u>Owner</u>
<u>Citywide Operations Manager</u>	<u>Citywide Building Maintenance, Inc.</u>
<u>Target Greatland Regional Ops Manager</u>	<u>Ciywide Building Maintenance, Inc.</u>

Signature: Subscribed and sworn to before me this 16th day of February 2015.Marc Battista  
Notary Public

## 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 \_\_\_\_\_, 2015, 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 March 1, 2013 and ending April 30, 2015 (with the option of 3 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 setforth.
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 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 March 1, 2015 and will cease April 30, 2016 (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 \_\_\_\_, 2015

**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 \_\_\_\_\_, 2015

\_\_\_\_\_  
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