

CLEANING AGREEMENT

Customer Name: Champaign Regional Planning Commission
Address: 1776 East Washington Street
Customer Contact: Brandi Granse
Service Location: Early Childhood Education Centers – Vermillion, Iroquois and Ford Counties
Service Start Date: November 4, 2024

I. SERVICES

ESS Clean, Inc., an Illinois corporation ("Contractor") agrees to furnish all materials, labor, and equipment to provide the cleaning services described herein (the "Services") for the benefit of Customer, at the service address specified above, on the terms and subject to the conditions set forth in this Cleaning Agreement (this "Agreement").

II. CUSTOMER'S RESPONSIBILITIES

- A. Customer will provide all disposable washroom supplies including toilet tissue, paper towels, hand soap, sanitary napkins, etc., in addition to all disposable trash can liners. Customer will provide all light bulbs.
- B. Customer will provide secured storage space for the Contractor's equipment and supplies.
- C. Customer will provide such light, water and electricity as are necessary to perform the services. Contractor will use these facilities sparingly.

III. CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall provide periodic cleaning services on the basis specified herein, to the reasonable satisfaction of Customer and in accordance with the Invitation to Bid Attachments A-H CLEANING SCHEDULE AND SPECIFICATIONS, herein incorporated.
- B. Floor finish will be non-staining and shall provide a high degree of slip protection. Neutral-type cleaner will be used for all normal cleaning purposes. Other cleaners shall not be harmful to the surfaces to which they are applied. Dust mop treatment materials which leave an oily residue shall not be used.
- C. Upon request, Contractor shall submit, prior to the commencement of service, a list of all materials to be used in providing the cleaning service, which shall be reasonably acceptable to Customer.
- D. Contractor shall be held responsible for any breakage, damage or loss to Customer's premises or properties caused by any negligent or intentional act of Contractor, its employee, agent or subcontractor.



- E. Contractor will post, in the main service closet, rules and regulations governing the Contractor's employees while in the building and a copy of the cleaning schedule herein provided.
- F. Contractor is responsible for and will conduct criminal background checks including fingerprint checks and sex offender registry record checks. These checks must be conducted for all Contractor staff assigned to work at Head Start facilities and documentation must be maintained in order to assure compliance with licensing standards.
- G. Background checks and sex offender registry checks must be completed and verified prior to the Contractor allowing or assigning any staff to work at a Head Start facility.
- H. Contractor must complete background checks for each employee at least once every five years.
- I. Contractor will ensure that each employee place in the early childhood centers has signed the Code of Conduct form consistent with Head Start Performance Standards.
- J. Concrete floor cleaning at the Champaign West facility (103 S. Country Fair Drive, Champaign). Should be cleaned with a mild cleaner and never waxed.
- K. Contractor must comply with prohibitions against discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, order of protection status, genetic information, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran and will comply with all federal and state non-discrimination, equal opportunity, and affirmative action laws, orders, and regulations.
- L. Contractor certifies by the execution of the Agreement, that the contractor will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act 30 ILCS 580 and the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b).
- M. Contractor agrees to comply with all U.S. Department of Labor and OSHA regulations as well as state of Illinois-specific labor regulations.
- N. Contractor agrees to maintain full security of the centers. Contractor agrees to pay all expenses for rekeying/recoding in the event that center keys are lost or stolen or the assigned janitorial staff have been terminated for cause. Safety and security of the children and staff require ongoing collaboration and adherence to established protocols entry and exits.
- O. Contractor understands that the Early Childhood Education Center may experience an illness outbreak or other emergency event that requires deep cleaning and sanitation. In that emergency event, the Contractor must be able to respond within 24 hours to provide services at the proposed hourly rates.

- P. Contractor will promptly contact designated managers in case of an unanticipated emergency when cleaning services cannot be delivered.

IV. INSURANCE PROTECTION

Contractor will maintain the following minimum insurance coverages during the term of this Agreement:

- A. Workmen's compensation insurance in accordance with statutory requirements.
- B. Contractor's Public Liability Insurance for Bodily Injury in the amount of \$1,000,000.
- C. Contractor's Public Liability Insurance for Property Damage in the amount of \$1,000,000.
- D. Umbrella coverage with the following limits of liability: \$5,000,000 each occurrence, \$5,000,000 aggregate.
- E. Primary Commercial Blanket Bond with rider extending protection to Customer in the sum of \$50,000.00.

Contractor will provide evidence of liability and worker's compensation insurance coverage to the Commission within 10 days of contract execution.

V. INDEMNIFICATION

Contractor shall fully defend, indemnify, and hold harmless the Commission and Champaign County from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, and/or injury of any kind whatsoever whether brought by an individual or other entity or imposed by a court of law or administrative action of any federal, state, or local government body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the applicant's firm, its employees or agents.

VI. CHANGES IN SCOPE OF WORK

Customer may request changes to the scope of service from time to time. In such event, Contractor and Customer shall agree upon appropriate adjustments to the charges for such services.

VII. SERVICE CHARGES; PAYMENT

Contractor will submit an invoice to the Customer by the first business day of each month for services rendered during the current month; all such charges shall be due and payable in full before the last business day of the month billed.

VIII. PERIOD OF CONTRACT

Service will commence on the start date specified herein. This Agreement is effective on the date executed by each of the parties hereto, and shall continue for a period of 3 years. The agreement may be renewed for two one-year periods on satisfactory performance and negotiated pricing. Customer may terminate this Agreement at any time for convenience,



including loss of funding, with 90 days prior written notice. Customer may terminate this Agreement at any time if Contractor fails to perform its material duties and obligations hereunder, and does not correct such failure after notice and reasonable opportunity to cure, and (b) Contractor may terminate this Agreement at any time if (i) Customer shall fail to timely pay all amounts due Contractor hereunder; or (ii) Customer shall fail to perform any other material duties or obligations hereunder, and does not correct such failure after notice and reasonable opportunity to cure.

IX. SUBSEQUENT EMPLOYMENT

Customer agrees that during the term of this Agreement and for a period of 180 days after any termination or expiration of this Agreement, Customer will not, directly or indirectly, hire, employ or solicit for employment (whether as a maid, matron, night watchman, porter, janitor, janitor foreman or supervisor, or any similar position), any employee or subcontractor of Contractor or any person who provided Services to Customer on behalf of Contractor pursuant to this Agreement.

X. CHANGES IN LAW; CONTRACTOR COSTS

In the event of (a) increases in operating expenses beyond Contractor's reasonable control, e.g., changes in laws governing taxes, assessments, minimum wages and governmental charges, or the imposition or change in rate of any service taxes (excluding changes in taxes on the net income of Contractor); or (b) increases in wages and benefits or cost of materials, Contractor may propose a prospective increase in the service charges payable hereunder, whereupon Customer may, in its discretion, terminate this Agreement on not less than thirty (30) days' notice to Contractor; provided that notice of termination by Customer pursuant to this Section must be given, if at all, not later than thirty (30) days after the effective date of such price increase.

XI. SUBCONTRACTING

Contractor shall not subcontract any portion of Contractor's duties under this Agreement.

XII. BINDING EFFECT; GOVERNING LAW; ATTORNEY'S FEES

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. This Agreement is governed by the laws of the State of Illinois. In the event of any litigation or proceeding to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the other party.

XIII. SERVICE DESCRIPTION; SERVICE CHARGES

Contractor agrees to provide services according to the attached Schedule and Specifications.

Service	Price
See attached	

(Signatures on following page)



IN WITNESS WHEREOF, the undersigned have hereunto set their hand to this Cleaning Agreement as of the latest day and year set forth below:

CONTRACTOR

ESS Clean, Inc.
2406 E. University Ave., P.O. Box 17067
Urbana, IL 61803-7067

Signature *Jim Kreie*
Jim Kreie (Nov 5, 2024 09:05 CST)

Signed: James Kreie

Title: Branch Manager

Date: 05/11/24

CUSTOMER

CCRPC
1776 E. Washington Street
Urbana, IL 61802

Signature *Tami Ogden*

Signed: Tami Ogden

Title: Director of Operations

Date: 11/4/2024



UNIT PRICE PROPOSAL – November 1, 2024 – October 31, 2025
(Daily Hours have been assigned as listed in the Bid Documents)

<u>Janitorial – Monday - Friday</u>	<u>Cost Per Month</u>
• Kimball St. Center	\$ 5,630.00
• Voorhees St. Ctr.	\$ 5,630.00
• Paxton Center	\$ 2,270.00
• Watseka Center	\$ 2,270.00
• Gilman Center	\$ 1,661.00

UNIT PRICE PROPOSAL – November 1, 2025 – October 31, 2026

<u>Janitorial – Monday - Friday</u>	<u>Cost Per Month</u>
Kimball St. Center	\$ 5,920.00
Voorhees St. Center	\$ 5,920.00
Paxton Center	\$ 2,395.00
Watsaka Center	\$ 2,395.00
Gilman Center	\$ 1,720.00

UNIT PRICE PROPOSAL – November 1, 2026 – October 31, 2027

<u>Janitorial – Monday - Friday</u>	<u>Cost Per Month</u>
Kimball St. Center	\$ 6,205.00
Voorhees St. Center	\$ 6,205.00
Paxton Center	\$ 2,510.00
Watsaka Center	\$ 2,510.00
Gilman Center	\$ 1,795.00

HOURLY RATE FOR ADDITIONAL SERVICES

2024 - 2025	\$ 30.00
2025 – 2026	\$ 31.00
2026 - 2027	\$ 32.00



CLEANING SCHEDULE AND SPECIFICATIONS ATTACHMENT A – CLASSROOMS

Daily

- Empty waste baskets and change liners
- Fill dispensers – soap and paper towels
- Clean door glass – inside and out
- Dust mop floors
- Damp mop hard floor surfaces (special instructions for concrete floors)
- Clean light switch covers
- Vacuum carpeted areas
- Spot clean carpeting
- Remove marks on the hard surface flooring (special instructions for concrete floors)
- Disinfect desks, tabletops, and chairs
- Clean entrance windows inside and outs
- Clean classroom sinks and countertops
- Clean doorknobs
- Sanitize surfaces using a sanitizer sprayer at the end of the day

Weekly

- Dust horizontal surfaces Including windowsills
- Dust blinds
- Wash doors and frames

Monthly

- Spray buff/burnish hard surface floors using a spray buffing solution. (NO dry burnishing) (special instructions for concrete floors)
- Wash waste cans outside
- Wash windowsills
- Dust ceiling fan blades

ATTACHMENT B - CORRIDORS

Daily

- Empty waste baskets and change liners
- Wash waste basket as needed but at least weekly
- Clean door glass and fire partition panels
- Dust mop floors
- Spot clean carpeting
- Vacuum carpeted areas
- Remove marks on the hard surface flooring (special instructions for concrete floors)
- Damp mop all hard floor surfaces (special instructions for concrete floors)
- Clean and polish drinking fountains
- Clean entrance door windows inside and out
- Damp clean light switch covers

Weekly

- Dust all horizontal surfaces including window sills and locker tops

Monthly

- Use buffable restorative finish, spray buff solutions and spray buff all hard surface floors (special instructions for concrete floors)
- Damp clean windowsills
- Wash interior windows
- Wet extract entry mats
- Dust overhead pipes

ATTACHMENT C - OFFICES

Daily

- Empty waste baskets and change liners
- Clean door glass and doorknobs
- Clean light switch covers
- Damp mop all hard floor surfaces (special instructions for concrete floors)
- Spot clean carpeting
- Vacuum carpeted areas
- Remove marks on floor (special instructions for concrete floors)
- Clean glass on display windows
- Damp wipe telephones and keyboards

Weekly

- Dust all horizontal surfaces including windowsills
- Clean entrance door windows inside
- Dust blinds/fixtures
- Damp clean floors (special instructions for concrete floors)
- Spray buff/burnish floors (special instructions for concrete floors)

Monthly

- Damp clean (disinfect) waste cans inside and out
- Use buffable restorative finish or another restorative product and burnish hard surface floors (special instructions for concrete floors)

ATTACHMENT D - RESTROOMS

Daily

- Refill all supplies
- Disinfect all surfaces with damp cleaning method
- Clean mirrors/glass/soap dispensers/hand dryers
- Clean sinks, countertops and underside
- Clean pipes and faucets/handles.
- Apply bowl cleaner and disinfect bowl interior
- Disinfectant exterior of toilet bowls
- Clean handles
- Spot-clean the partitions/walls
- Spray disinfectant on the exterior of the urinals
- Clean underneath the drip apron of the urinal
- Pick up any waste on the floor
- Empty trash and replace liner
- Damp mop the floor and the base boards with disinfectant solution (special instructions for concrete floors)
- Clean entrance windows inside and out
- Sanitize surfaces using a sanitizer sprayer at the end of the day

Weekly

- High dust flat surfaces/grill face of air return vent
- Pour enzyme active product in the floor drain to keep drain fresh
- De-lime urinals/toilets
- Clean faucets with to remove lime build-up
- Clean floor edges and corners, remove any build-up (special instructions for concrete floors)
- Buff restrooms that have floor finish applied (special instructions for concrete floors)

Monthly

- Wash undersides of the sinks
- Scrub and recoat floors (Special instructions for concrete/ceramic tile)
- Dust light fixtures
- Dust HVAC units and surrounding walls

ATTACHMENT E - KITCHENS

Daily

- High dust/low dust
- Dust mop floors
- Damp mop floors (special instructions for concrete floors)
- Remove marks on the floor (special instructions for concrete floors)
- Clean doors/glass
- Spot wash walls

Weekly

- Spray buff/burnish (use spray buff solution (Special instructions for concrete floors)

ATTACHMENT F - MULTI-PURPOSE PLAY AREAS

Daily

- Disinfect all surfaces with damp cleaning method
- Dust mop floor
- Damp mop the floor and the base board with disinfectant solution (special instructions for concrete floors)
- Vacuum carpeting
- Remove marks on floor (special instructions for concrete floors)
- Disinfect doorknobs
- Damp wipe telephones, keyboards
- Empty waste baskets and change liners
- Sanitize surfaces using a sanitizer sprayer at the end of the day

Weekly

- Clean light switch covers
- Clean door glass and windowpanes
- Dust all surfaces including windowsills
- Dust blinds/fixtures
- Disinfect waste cans inside and out

Monthly

- Disinfect climbing structures
- Spot wash walls

ATTACHMENT G - SEMI-ANNUAL

- Clean and wash wastebaskets
- Clean ceiling fan blades and housing
- Scrub and recoat all hard surface floors. (3 coats finish) (special instructions for concrete floors)
- Clean carpets, spot clean heavily soiled areas
- Clean walls, wall partitions and fixtures with disinfectant
- Scrub all ceramic floors or terrazzo floors
- Clean all exterior windows inside and out
- Clean undersides of tables
- Clean overhead pipes
- Clean light fixtures

ATTACHMENT H - ANNUAL

- Wash all hard surface furniture
- Strip/scrub/seal/finish hard surface floors (special instructions for concrete floors)
- Wet extract carpeted areas.
- Wash all doors, frames, sills inside and out
- Scrub all ceramic floor surfaces removing all old finish and accumulated soil
- Spray foam disinfectant cleaner on all restroom surfaces including walls and partitions
- Wash and disinfect corridor walls
- Pour enzyme product into floor drains
- Dust and return air and exhaust vent covers
- Disinfect handrails and grab bars
- Clean exterior windows

CCRPC - ESS VIF Cleaning agreement FINAL

Final Audit Report

2024-11-05

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