

RESOLUTION NO. R-2021-50

**A RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS
IN LIEU OF SOLICITATION OF COMPETITIVE PROPOSALS AND APPROVING AND AUTHORIZING
THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT
FOR JANITORIAL AND CLEANING SERVICES AND CENTER FOR DISEASE CONTROL (CDC)
RECOMMENDED SANITIZATION AND CLEANING COMPLIANCE SERVICES BETWEEN CHICAGO
CLEANING CONCIERGE, LLC AND THE VILLAGE OF MAYWOOD**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board") desire to enter into "AN INDEPENDENT CONTRACTOR AGREEMENT FOR JANITORIAL AND CLEANING SERVICES AND CENTER FOR DISEASE CONTROL (CDC) RECOMMENDED SANITIZATION AND CLEANING COMPLIANCE SERVICES BETWEEN CHICAGO CLEANING CONCIERGE, LLC AND THE VILLAGE OF MAYWOOD" (the "Agreement"). A copy of the Agreement is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, Chicago Cleaning Concierge, LLC (an umbrella limited liability company that includes subsidiaries, Enviro-Master of Chicagoland and Chicago Hygiene Acquisition Company LLC) of 202 South Briggs Street, Joliet, Illinois (the "Contractor") is a company with experience providing janitorial and cleaning services and Center for Disease Control (CDC) recommended sanitization and cleaning services (the "Services") and desires to enter into the Agreement to provide the Services to the Village. The Contractor will be an independent contractor and not a Village employee; and

WHEREAS, the Services to be performed by the Contractor under the Agreement are set forth at Exhibit "A" of the Agreement and the Monthly Fee for Services is \$7,500.00. The Monthly Fee for Services shall be earned and payable for actual completed Services rendered on a prorated 365 day basis and shall be invoiced on a monthly basis (\$90,000.00 per year; \$7,500.00 per month; and \$246.575 per day); and

WHEREAS, in accordance with Section 36.08(B) (Contracts and Purchases; Solicitation of Competitive Proposals) of the Maywood Village Code ("MVC"), the Village Board desires to waive the competitive bidding process in lieu of solicitation of competitive proposals and approve the Agreement based on the Village Manager's recommendation after receiving competitive proposals. The Section 36.08(A)(6)(e) justification(s) for the use of bid waiver / solicitation of competitive proposals process and the selection of the Contractor include: (1) the ability, capacity and skill of the Contractor to perform the contract to provide the service required; (2) the Contractor is a Minority Business Enterprise; (3) the financial savings realized by not utilizing the competitive bidding process; (4) the character, integrity, reputation, judgment, experience and efficiency of the Contractor; and (5) the quality, availability and adaptability of the supplies or contractual services to the particular use required; and

WHEREAS, per Section 36.08(B) of the MVC, the "President and Board of Trustees may waive the competitive bidding process by a 2/3 vote of the corporate authorities."; and

WHEREAS, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the attached Agreement pursuant to their home rule powers and statutory contracting authority provided by Article VII, Sections 6

and 10(a) of the Illinois Constitution of 1970, the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7, 5/8-9-1 and 5/8-9-2) and Section 36.08 of the MVC, and find that waiving the competitive bidding process and entering into the Agreement is in the best interests of the Village, its residents, business owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the final version of an agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT FOR JANITORIAL AND CLEANING SERVICES AND CENTER FOR DISEASE CONTROL (CDC) RECOMMENDED SANITIZATION AND CLEANING COMPLIANCE SERVICES BETWEEN CHICAGO CLEANING CONCIERGE, LLC AND THE VILLAGE OF MAYWOOD", which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. A copy of the Agreement is attached hereto as **Exhibit "1"** and made a part hereof.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct the President, the Village Clerk or the Village Manager, or their designees, to execute the attached Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement, and further authorize the payment of all expenses and costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 16th day of November, 2021, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED this 16th day of November, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "1"

**AN INDEPENDENT CONTRACTOR AGREEMENT
FOR JANITORIAL AND CLEANING SERVICES AND CENTER FOR DISEASE CONTROL (CDC)
RECOMMENDED SANITIZATION AND CLEANING COMPLIANCE SERVICES BETWEEN CHICAGO
CLEANING CONCIERGE, LLC AND THE VILLAGE OF MAYWOOD**

(attached)

**INDEPENDENT CONTRACTOR AGREEMENT FOR
JANITORIAL AND CLEANING SERVICES AND CENTER FOR DISEASE CONTROL (CDC)
RECOMMENDED SANITIZATION AND CLEANING COMPLIANCE SERVICES BETWEEN
CHICAGO CLEANING CONCIERGE, LLC AND THE VILLAGE OF MAYWOOD**

This **INDEPENDENT CONTRACTOR AGREEMENT** (the "Agreement") is made this ___ day of October, 2021, by and between the Village of Maywood (the "Village"), an Illinois municipal corporation, with its principal office at 40 Madison Street, Maywood, Illinois 60153, and Chicago Cleaning Concierge, LLC (an umbrella limited liability company that includes subsidiaries, Enviro-Master of Chicagoland and Chicago Hygiene Acquisition Company LLC) of 202 South Briggs Street, Joliet, Illinois (the "Contractor"), for purposes of the Contractor providing janitorial and cleaning services and Center for Disease Control (CDC) recommended sanitization and cleaning services. The Village and the Contractor are at times referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Village and the Contractor are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970 and Section 8-1-7(b) of the Illinois Municipal Code (65 ILCS 5/8-1-7(b)).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, and pursuant to the Village's statutory authority and powers, the Parties agree as follows:

SECTION 1. CONTRACTOR.

A. Engagement of Contractor. The Village desires to engage the Contractor to perform the following professional services, as identified below (the "Services"):

Contractor Name ("Contractor")	Chicago Cleaning Concierge, LLC
Address	202 South Briggs Street
City, State, Zip	Joliet, Illinois, 60433
Phone	312-200-1577
Email	Blaster@chi-cleanconciERGE.com
Services/Position Description	Janitorial and Cleaning Services and Center for Disease Control (CDC) Recommended Sanitization and Cleaning Services
Fee for Services	\$7,500.00 per month (earned and payable for actual Services completed on a prorated 365 day basis and invoiced on a monthly basis)
Term and Service Completion Date	subject to termination per Section 6.C. below

B. Representations of Contractor. The Contractor represents that he/she/it is financially solvent, has the necessary financial resources and adequate, competent support staff, and is sufficiently experienced and competent to perform and complete the Services that are set forth in the **Scope of**

Services attached hereto as **Exhibit "A" ("Services")** in a manner consistent with the standards of professional practice, care and diligence practiced by contractors and professionals who perform services of a similar nature.

C. Independent Contractor. The Contractor is retained by the Village only for the purposes and to the extent set forth in this Agreement, and the Contractor's relationship to the Village shall, during the term of this Agreement and period of its Services hereunder, be that of an independent contractor.

1. Non-Exclusive Arrangement. This Agreement creates a non-exclusive, independent contractor arrangement, and the Village, in its sole discretion, reserves the right to hire other individuals or firms to perform some or all of the Services, in support of or in lieu of the Contractor performing the Services.

2. Scheduling and Performance of Services. The Contractor, in its discretion, shall be free to set the schedule regarding the performance of the Services and shall be free to dispose of such portion of the Contractor's entire time, energy and skill during regular business hours when the Contractor is not obligated to devote time to performing his/her/its Services hereunder to the Village, in such manner as the Contractor sees fit and to such persons, firms or corporations as the Contractor deems advisable, provided such scheduling and performance of the Services results in the timely and efficient delivery of the Services without interruption of the Village's and its employees' ability to perform its/their functions and duties.

3. Skill Level. It is acknowledged that, at all times, the Contractor is separate and independent from the Village and that the Contractor will utilize a high level of skill necessary to perform the Services assigned to him/her/it under this Agreement.

4. No Village Employee Status. The Contractor shall not be considered as having an employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable federal, State, local and other taxes, income taxes or FICA taxes. The Contractor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village. As an independent contractor, it is the responsibility of the Contractor to file all necessary tax returns (federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in his/her/its profession. As an independent contractor, the Contractor agrees that he/she/it is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file any such claims in the event this Agreement is terminated or if he/she/it is injured performing any Services under this Agreement. The Contractor agrees to assume all risk of death, illness and injury relative to performing any Services under this Agreement. The Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Illinois Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

5. Equipment. The Contractor shall provide all of his/her/its own equipment required for the performance of the Services under this Agreement.

6. **Other Work.** The Contractor shall retain the right to perform services for others during the term of this Agreement so long as these Services: (i) are not inconsistent or incompatible with the Contractor's obligations under this Agreement; or (ii) do not violate any provisions of this Agreement.

7. **Certifications and Licensure of Contractor.** The Contractor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise. Failure to notify the Village Manager of a loss, suspension, expiration or official removal of certification or licensure or the lack of required training shall be grounds for the suspension or termination of this Agreement. Upon request, the Contractor shall submit accurate copies of all pertinent licensure or certifications to the Village Manager, or his/her designee.

8. **No Joint Venture; Partnership.** This Agreement shall not render the Contractor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Village. The Contractor agrees to exercise the highest degree of professionalism and to utilize its/his/her expertise in providing the Services under this Agreement.

9. **Contractor's Own Insurance.** In accordance with the below provisions of this Agreement, the Contractor, at its own cost, shall obtain and maintain its own liability insurance (including professional liability insurance) relative to any Services that the Contractor and its employees perform under this Agreement. The Contractor's insurance certificates, policies and endorsements shall name the Village and the Village Affiliates (as defined below) as additional insureds for all liability insurance coverages.

10. **Sexual Harassment/Discrimination Policy.** The Contractor shall comply with Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

SECTION 2. SCOPE OF SERVICES.

A. **Services.** The Village retains the Contractor to perform, and the Contractor agrees to perform, the Services as set forth in the **Scope of Services** attached hereto as **Exhibit "A"**.

B. **Commencement; Term; and Service Completion Date.** The Contractor shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). **The Contractor shall diligently and continuously perform the Services until the completion of the Services or upon the termination of this Agreement, or, if applicable, any portion of the Services or Additional Services shall be completed on or before the "Services Completion Date" as mutually agreed to in writing by the Parties ("Term").** The Parties may mutually agree, in writing, to modify the Term or the Service Completion Date. The Contractor shall be responsible for completion of all work within the Term and by the Service Completion Date, notwithstanding any strike or other work stoppage by employees of either the Contractor or the Village.

C. **Reporting.** Upon request, the Contractor shall report to the Village Manager, or his/her designee, regarding the progress of the Services during the Term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Fee for Services.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount stated on Page 1 of this Agreement or such other amount agreed to mutually in writing by the Parties. No claim for additional compensation shall be valid unless made in accordance with Section 3.D. or Section 3.E. of this Agreement. Only the Village Manager, in his/her sole discretion, has the authority to approve additional hours of work beyond the maximum hours of work per week (i.e., additional compensation) under the terms of this Agreement. **The annual**

Fee for Services shall be earned and payable for actual completed services rendered on a prorated 365 day basis and shall be invoiced on a monthly basis as follows: \$90,000.00 per year; \$7,500.00 per month; and \$246.575 per day.

B. Invoices and Payment. The Contractor shall submit monthly invoices in an approved Village format to the Village Manager for the actual fees earned and eligible reimbursable costs incurred by the Contractor in performing the Services through the date of the invoice. The amount billed in each invoice shall be for completed Services (i.e., no prepayment for Services yet to be performed). The Village shall pay to the Contractor the amount billed within thirty (30) calendar days after receiving such an invoice.

C. Records. The Contractor shall maintain records showing actual time devoted, type of work performed per classification and actual out-of-pocket costs incurred, shall submit such records in support of its invoices, and shall permit the Village to inspect and audit all data and records of the Contractor for work done pursuant to this Agreement.

D. Claim for Additional Fees for Services.

1. The Contractor shall provide written notice to the Village Manager of any claim for additional compensation for Additional Services (defined below), that are outside of the agreed-upon Services listed in Exhibit "A" and the agreed-upon monthly Fee for Services stated at Page 1 of this Agreement, that are requested by the Village within five (5) calendar days after the request for Additional Services by the Village.

2. The Contractor acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1. of this Agreement shall not be deemed or interpreted as entitling the Contractor to any additional compensation or as the authorization to perform the Additional Services; and (b) any changes in the Fee for Services shall be valid only upon written amendment pursuant to Section 6.J. of this Agreement.

3. Regardless of the decision of the Village Manager relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village Manager, without interruption.

E. Additional Services. The Contractor acknowledges and agrees that the Village shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village or anyone associated with the Village, except upon the prior written consent of the Village Manager.

F. Taxes, Benefits and Royalties. Each payment by the Village to the Contractor includes all applicable federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Services, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use on, or the incorporation into, the Services of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Contractor.

SECTION 4. CONFIDENTIAL INFORMATION, NON-COMPETE AND NON-SOLICITATION.

A. Confidential Information. The term "Confidential Information" shall mean information in the possession of or under the control of the Village relating to the technical, business or corporate affairs of the Village; the names, addresses or other personal information of persons who are adults or minors and are also participants and registrants in programs or services offered by the Village; the

Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The Village's Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Contractor from a source other than the Village prior to the time of disclosure of such information to the Contractor pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Village; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to, or be directly or indirectly exposed to, Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village Manager or his/her designee. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information. Notwithstanding any provision in this Agreement to the contrary, the Contractor's obligations in this Section 4.B. shall survive the termination of this Agreement.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. Insurance – Village. The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits, for or on behalf of the Contractor relative to his/her/its performance of the Services under this Agreement.

B. Insurance – Contractor. The Contractor, at his/her/its own cost, shall provide all of his/her/its own insurance coverages as applicable to the Services being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance or professional liability insurance, employment practices liability insurance or other employee benefits, for or on behalf of the Contractor relative to his/her/its performance of the Services under this Agreement. The insurance coverages shall be written on the comprehensive form and as an "occurrence" policy. The minimum dollar amount of annual coverage for the general liability and property insurance, errors and omissions insurance or professional liability insurance and employment practices liability insurance shall be mutually agreed to by the Village Manager and the Contractor in writing, but in no case shall such dollar amount of coverages be less than:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- B. Umbrella Coverage – \$1,000,000
- C. Property Damage – \$500,000 per occurrence
- D. Errors and omissions insurance or professional liability: \$1,000,000
- E. Workers' Compensation – Statutory

[adjustments to be made to the insurance coverage amounts based on type of use, in the Village Manager's discretion].

The Contractor shall furnish certificates of insurance, with premiums paid in full, prior to the Effective Date of this Agreement, copies of which are incorporated herein and attached hereto as **Exhibit "B"** and made a part hereof. The Village shall have the right to approve the coverage and the carrier, which approval shall not be unreasonably withheld. All Certificate(s) of Insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) calendar days prior written notice to the Village."

The Contractor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Contractor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Contractor's insurance. In the event of the cancellation of any insurance policy required herein, or upon the Contractor's failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Contractor shall be primary to the Village's own insurance. Notwithstanding any provision in this Agreement to the contrary, the Contractor's obligations in this Section 5.B. shall survive the termination of this Agreement.

C. Indemnification. To the fullest extent permitted by Illinois law, the Contractor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives (collectively, the "Village Affiliates") from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village attorney fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Contractor's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Contractor or anyone or entity directly or indirectly employed by the Contractor for whose acts Contractor may be liable.

To the fullest extent permitted by Illinois law, the Village shall indemnify, defend and hold harmless the Contractor from all claims, demands, lawsuits, actions, costs (including litigation expenses and Contractor's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Village's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Village or anyone or entity directly or indirectly employed by the Village for whose acts the Village may be liable.

Notwithstanding any provision in this Agreement to the contrary, the Contractor's obligations in this Section 5.C. shall survive the termination of this Agreement.

D. Waiver and Assumption of Liability. The Contractor assumes all liability for personal injuries or illness of any kind or death that might occur to himself/herself/itself while acting under this Agreement. The Contractor assumes all liability and responsibility for his\her\its personal property while performing any work or Services under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Contractor's obligations in this Section 5.D. shall survive the termination of this Agreement.

E. No Personal Liability. No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement. Notwithstanding any provision in this Agreement to the contrary, the operation of this Section 5.E. shall survive the termination of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. Conflict of Interest. The Contractor represents and certifies that, to the best of his/her/its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

B. No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1, *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1, *et seq.* The Contractor represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at Village's option, be null and void.

C. Termination. Either Party may terminate this Agreement at any time for any reason upon written notice to the non-terminating Party. In the event that this Agreement is so terminated, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the date of the termination notice, provided that the Contractor is not in default under this Agreement.

D. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.*, and the Illinois Human Rights Act,

775 ILCS 5/1-101, *et seq.* The Contractor shall also comply with all conditions of any federal, State or local grant received by the Village or the Contractor with respect to this Agreement or the Services. Further, the Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105.

2. **Liability for Noncompliance.** The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's or any of its subcontractors' performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

E. Default. If it should appear at any time that the Contractor has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within five (5) business days after the Contractor's receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Contractor.** The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

F. No Third-Party Agreements Without Village Approval. The Village shall not be liable to any vendor or third party for any agreements of any kind made by the Contractor without the knowledge and approval of the Village Manager.

G. Mutual Cooperation. The Village agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with direction and such non-confidential information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance and completion of the Services and with any other Contractors engaged by the Village.

H. News Releases. The Contractor shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement or use the Village's logos or trademarks or service marks without the prior written consent of the Village Manager.

I. Ownership. All documents of any kind, including any photos, reports, information,

participant registration lists, team lists, participant consent forms, medical consent forms, and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by or affiliated with the Village or its contractors or prepared, collected or received from the Village by the Contractor in connection with any or all of the Services performed under this Agreement (“Documents”) shall be and remain the exclusive property of the Village. In consideration of payment of the Fee for Services, the Contractor releases all copyright, proprietary or intellectual property rights in such Documents that he/she/it produced or prepared and transfers all his/her/its ownership rights in such Documents to the Village. At the Village’s request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Village Manager.

J. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Contractor in accordance with all applicable statutory procedures.

K. Assignment. This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other Party.

L. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Contractor, and their agents, successors and assigns.

M. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) personally; (2) by a reputable overnight courier; or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four (4) business days following deposit in the U.S. mail, via certified mail, return receipt requested, as evidenced by a return receipt. By notice complying with the requirements of this Section 6.M., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Chasity Wells-Armstrong, Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6301
Email: cwells-armstrong@maywood-il.org

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address: **SEE CONTACT INFORMATION LISTED ON PAGE ONE ABOVE.**

N. Provisions Severable. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

P. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any litigation shall be in the Circuit Court of Cook County, Illinois.

Q. **Authority to Execute.** The Parties both represent that this Agreement has been approved by their respective corporate boards and the persons executing this Agreement have been properly authorized to do so by its corporate authorities.

R. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

S. **Waiver.** Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall be determined to be in its best interests from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

T. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

U. **Freedom of Information Act.** Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to collect and review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including, but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. Notwithstanding any provision in this Agreement to the contrary, the Contractor's obligations in this Section 6.U. shall survive the termination of this Agreement.

V. **Force Majeure.** Either Party will be excused from the performance of its obligations under this Agreement when and to the extent the non-performing Party's performance is delayed or prevented by any circumstances beyond the non-performing Party's control, including but not limited to fire, flood, explosion, pandemic, strikes or other labor disputes, acts of God or public emergency, war, rioting, malicious damage, acts or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance (collectively, "Force Majeure"), provided that:

- (1) The non-performing Party gives the other Party prompt written notice describing the

particulars of Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of Force Majeure;

- (2) The excuse of performance is of no greater scope and of no longer duration than is required by Force Majeure;
- (3) No obligations of either Party that arose before Force Majeure causing the excuse of performance are excused as a result of Force Majeure; and
- (4) The non-performing Party uses its best efforts to remedy its inability to perform.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Maywood, and the Contractor have signed this Agreement, and the date of the last signatory will be the effective date of this Agreement and that date has been entered on the first page of this Agreement.

VILLAGE OF MAYWOOD,
an Illinois municipal corporation

CONTRACTOR:
CHICAGO CLEANING CONCIERGE, LLC

BY: _____
Nathaniel George Booker
Village President

BY: _____
Authorized Corporate Officer/ President

Date: _____, 2021

Date: _____, 2021

ATTEST: _____
Gwaine Dianne Williams
Village Clerk

ATTEST: _____
Name: _____
Title: _____

Date: _____, 2021

Date: _____, 2021

Exhibit "A"

SCOPE OF SERVICES

The Contractor shall perform the following Services and provide the below listed Products five (5) days per week (Mondays through Fridays):

- CDC regulation disinfecting and sanitizing of all high risk areas throughout the following listed Village Facilities (i.e., each individual location is referred to as a "Village Facility"):
 - Maywood Village Hall at 40 Madison Street.
 - 200 South 5th Avenue Building and Gym.
 - Maywood Police Department Station at 125 South 5th Avenue.
- A Employer-Certified Technician will provide weekly removal of all pathogens, germs and bacteria's in all restrooms in each Village Facility by acid washing all porcelain fixtures and utilizing an Environmental Protection Agency ("EPA") registered Electrostatic Sprayer dispensing an EPA registered germicidal disinfectant and sealant.
- All janitorial and cleaning services shall consist of sweeping, dusting, mopping and vacuuming to be performed on a daily basis at each Village Facility. These Services shall include, but not be limited to generalized disinfecting of all restrooms with sanitization, cleaning of high-contact touch areas including offices, meeting rooms, conference rooms, discarding refuse (i.e., trash, waste baskets, etc.) into the Village provided dumpsters or garbage cans and daily maintenance.
- Cleaning Products to be provided and serviced on, an as-needed basis, at the Contractor's cost: Urinal screens, air fresheners and hand washing soap will also be provided and serviced.
- Unless otherwise agreed to by Parties, all cleaning materials and equipment necessary for performance of the Services will be furnished by the Contractor, at its cost, except for the below listed usable/consumable items. The Village, at its cost, will provide the usable/consumable items including, but not limited to, hand towels, toilet tissue, plastic liners, and feminine hygiene products. At the Village's option and written direction, the Contractor may provide these usable/consumable items / products for an additional cost to be mutually agreed upon in writing by the Parties.

Monthly Charge for Services and Cleaning Products: \$7,500.00.

Speciality Services such as grout removal, waxing, buffing and outdoor window washing can be performed upon written direction by the Village and mutual agreement relative to the pricing for such Speciality Services. Such pricing will be based on square footage for the area of work needed to be performed.

Exhibit "B"

Insurance Certificates

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2021-50

**A RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS
IN LIEU OF SOLICITATION OF COMPETITIVE PROPOSALS AND APPROVING AND AUTHORIZING
THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT
FOR JANITORIAL AND CLEANING SERVICES AND CENTER FOR DISEASE CONTROL (CDC)
RECOMMENDED SANITIZATION AND CLEANING COMPLIANCE SERVICES BETWEEN CHICAGO
CLEANING CONCIERGE, LLC AND THE VILLAGE OF MAYWOOD**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of November, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of November, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 17th day of November, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]