AGREEMENT FOR CENTRAL ATHLETIC COMPLEX CLEANING SERVICES

This Agreement for Central Athletic Complex Cleaning Services (the "Agreement"), made this 22nd day of June, 2021, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and Crystal Maintenance Plus, Corp., an Illinois corporation (the "Contractor"), with its principal place of business at 1699 Wall Street, Suite 112, Mount Prospect, IL 60056, collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work: cleaning services (the "Work"), as indicated in the Project Manual for Central Athletic Complex Cleaning Services, dated May 17, 2021, attached to and incorporated as part of this Agreement by reference (the "Project Manual").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Contractor's Bid Form dated May 26, 2001 and attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addendum # 1 dated May 24, 2021, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

3. Term

The term of this Agreement shall be for one (1) year, commencing on July 1, 2021 and expiring on June 30, 2022, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term"). This Agreement may be renewed by the Park District for two (2) additional one (1) year periods as follows: a) commencing on July 1, 2022 and expiring on June 30, 2023 ("Second Term"); and b) commencing on July 1, 2023 and expiring on June 30, 2024 ("Third Term") (collectively, the Initial, Second and Third Term shall be referred to as the "Term"), for the Contract Sums specified in Section 5 of this Agreement and upon such other conditions as the Parties mutually agree.

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites. The Contractor shall

be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contract shall be responsible for safety of persons and property and assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under this Contract, or in any way whatsoever with the Work.

5. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows:

A. Initial Term: Annual Total of eleven thousand seven hundred Dollars and zero cents ($11,700.00), payable in twelve (12) monthly installments. If renewed for a Second Term by the Park District, the Second Term Annual Total shall be eleven thousand seven hundred Dollars and zero cents ($11,700.00) payable in twelve (12) monthly installments. If renewed for a Third Term by the Park District, the Third Term Annual Total shall be eleven thousand seven hundred Dollars and zero cents ($11,700.00) payable in twelve (12) monthly installments. This Contract Sum may be adjusted based on the UNIT COSTS in accordance with Contractor's Bid Form in the event that the owner requests that the frequency of services increases based on the Central Athletic Complex Facility Task Schedules specified in the Project Manual. The Unit Cost rates if owner requests an increase in the frequency of services beyond the Facility Task Schedule shall be as follows:

Initial Term:	Housekeeping/porter (day):	$19.00 per man hour
	Housekeeping/porter (night):	$18.00 per man hour
	Emergency Services:	$28.00 per man hour
Second Term:	Housekeeping/porter (day):	$19.00 per man hour
	Housekeeping/porter (night):	$18.00 per man hour
	Emergency Services:	$28.00 per man hour
Third Term:	Housekeeping/porter (day):	$19.00 per man hour
	Housekeeping/porter (night):	$18.00 per man hour
	Emergency Services:	$28.00 per man hour

B. Alternate Bid: The Contractor shall also provide the work called for in Alternate #1 (service on Friday nights starting at 10:00 p.m.) for the Annual Total of one thousand four hundred sixty-two dollars and zero cents ($1,462.00) payable in twelve (12) monthly installments. If renewed for a Second Term by the Park District, the Second Term Annual Total for the work called for in Alternate #1 shall be one thousand four hundred sixty-two dollars and zero cents ($1,462.00) payable in twelve (12) monthly installments. If renewed for a Third Term by the Park District, the Third Term Annual Total for the work called for in Alternate #1 shall be one thousand four hundred sixty-two dollars and zero cents ($1,462.00) payable in twelve (12) monthly installments.

6. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

7. Safety of Persons and Property

A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide

reasonable protection to prevent damage, injury or loss to:

i. employees engaged in the Work and other persons who may be affected thereby, including all persons using or present in the Owner's facilities; and
ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; iii) all of Owner's real and personal property.

B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

C. The Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor. This paragraph shall not limit Contractor's indemnification obligations under this Agreement and shall not constitute Owner's sole remedy.

8. Warranty

Contractor warrants to the Park District that Work provided under the Agreement will be of the best quality, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

9. Correction of Deficiencies.

If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within forty-eight (48) hours after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District. The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

10. Termination

A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete

continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

B. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) hours, Contractor shall not have commenced such cure within said forty-eight (48) hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure. In the event of termination pursuant to this Section, the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 12.B of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District 's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination and except for Contractor's obligations under section 12 of this Agreement.

11. Insurance

Contractor will procure and maintain during the Term the insurance coverages provided in **Exhibit D**,

attached to, and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

12. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use therefrom, but only to the extent arising out of the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement. Contractor shall similarly and to the fullest extent permitted by law protect, indemnify and hold harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees and costs, incurred by reason of Contractor's breach of any of its obligations under this Contract, or Contractor's default under this Contract. Contractor's obligations under this Section shall survive the termination of the Contract.

13. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state, and federal codes, laws, ordinances, rules, and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

14. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors, or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

15. No Liability

The Park District is not responsible or liable for any injury, damages, loss, or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents, or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

16. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

17. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

18. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

19. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

20. Subcontracts.

Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the

Park District.

21. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission, provided such transmission together with confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addressees:

If to Park District: Wheaton Park District

102 E. Wesley Street
Wheaton, IL 60187
(Fax) 630-665-5880
Attention: Executive Director

If to Contractor:

Crystal Maintenance Plus, Corp.
c/o Monika Talar
1699 Wall St.
Suite 112
Mount Prospect, IL 60056

22. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

23. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit, or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

24. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph, or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATON PARK DISTRICT

By: _____ Executive Director

Attest:

By: _____

CONTRACTOR CRYSTAL MAINTENANCE PLUS, CORP

By: _____

Its: PRESIDENT

Attest: ANNA FORJAN

By: _____

767104

Exhibit A

PROPOSAL TO THE WHEATON PARK DISTRICT
BOARD OF PARK COMMISSIONERS
FOR
2021 CENTRAL ATHLETIC COMPLEX CLEANING SERVICES

The undersigned Bidder agrees that should this bid be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials and perform all work necessary for the Wheaton Park District to complete all items detailed in the written Specifications for the amounts set forth as follows:

BASE BID:
(Please complete in ink, and print or type)

This is a lump sum bid. The quantities provided by Owner in the Bid Form are estimated and provisional and are given for the Bidder's convenience as well as provide a common basis for bidding. **The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.** ***SEE FACILITY TASK SCHEDULES & BUILDING SQUARE FOOTAGE PLAN FOR 1ST & 2ND FLOORS.***

Cost for services on "Task Schedules"

Year 1 (2021 - 2022)	Year 2 (2022 - 2023)	Year 3 (2023 - 2024)
$ 11,700.00	$ 11,700.00	$ 11,700.00

Bid Grand Total $ 35,100.00 (Total of years 1, 2 & 3)

Addendum # 1 _____, _____, _____, _____ have been received and acknowledged.

COMPANY NAME:	CRYSTAL MAINTENANCE PLUS, CORP

PROJECT: **2021 CENTRAL ATHLETIC COMPLEX CLEANING SERVICES**

UNIT COSTS:

This is a lump sum bid. The quantities provided by Owner in the Bid Form are estimated and provisional, and are given for the Bidder's convenience as well as provide a common basis for bidding. **The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.** ***SEE FACILITY TASK SCHEDULES & BUILDING SQUARE FOOTAGE PLAN FOR 1ST & 2ND FLOORS..***

A maximum annual percentage increase of 3% will be allowed in the event contract is extended to subsequent years. This increase will apply to all unit costs supplied with this proposal.

(Please complete in ink, and print or type)

Bids are based upon the following unit prices:

Year 1 (2021 - 2022) - Rates for extra requests **beyond the items on the FACITLITY TASK SCHEDULES:**

ITEM	UNIT	UNIT COST
Housekeeping/ Porter (day)	Per man hour	$ 19.00
Housekeeping/ Porter (night)	Per man hour	$ 18.00
Emergency Services	Per man hour	$ 28.00

Year 2 (2022 - 2023) - Rates for extra requests **beyond the items on the FACITLITY TASK SCHEDULES:**

ITEM	UNIT	UNIT COST
Housekeeping/ Porter (day)	Per man hour	$ 19.00
Housekeeping/ Porter (night)	Per man hour	$ 18.00
Emergency Services	Per man hour	$ 28.00

Year 3 (2023 - 2024) - Rates for extra requests **beyond the items on the FACITLITY TASK SCHEDULES:**

ITEM	UNIT	UNIT COST
Housekeeping/ Porter (day)	Per man hour	$ 19.00
Housekeeping/ Porter (night)	Per man hour	$ 18.00
Emergency Services	Per man hour	$ 28.00

Addendum #1 _____, _____, _____, _____ have been received and acknowledged.

COMPANY NAME:	CRYSTAL MAINTENANCE PLUS, CORP

PROJECT: **2021 CENTRAL ATHLETIC COMPLEX CLEANING SERVICES**

ALTERNATE Bid 1:

(Please complete in ink, and print or type)

This is a lump sum bid. The quantities provided by Owner in the Bid Form are estimated and provisional and are given for the Bidder's convenience as well as provide a common basis for bidding. **The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.** ***SEE FACILITY TASK SCHEDULES & BUILDING SQUARE FOOTAGE PLAN FOR 1ST & 2ND FLOORS.***

Alternate Bid Item 1		
Provide service on **Friday nights starting at 10 pm – in addition to the regular schedule** during January, February, March, October, November, and December.		
Year 1 (2021 - 2022)	Year 2 (2022 - 2023)	Year 3 (2023 - 2024)
$ 1,462.00	$ 1,462.00	$ 1,462.00

Addendum #1_____, _____, _____, _____ have been received and acknowledged.

COMPANY NAME:	CRYSTAL MAINTENANCE PLUS, CORP

Exhibit B

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Contract on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

C. Intentionally omitted.

D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment

under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.

H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export

Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

M. If applicable to this Contract, Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: OWNER

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that MONICA TALAR appeared before me this day and, being first duly sworn on oath,

acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 5/26/2021

(Notary Public)

(SEAL)

"OFFICIAL SEAL"
SWATI P GANDHI
Notary Public - State of Illinois
My Commission Expires December 11, 2022

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Contracts Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works contract to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the contract. If this contract is subject to the Act, the Contractor/Subcontractor **[circle one],** by its undersigned representative, hereby certifies and represents to the Wheaton Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/*1 et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

CRYSTAL MAINTENANCE PLUS, CORP
Name of Contractor/Subcontractor (print or type)

MONIKA TACAR | OWNER
Name and Title of Authorized Representative (print or type)

_____ Dated: 05-26-21
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Contracts Act, 820 ILCS 265/1 *et seq.*

_____
Name of Contractor/Subcontractor (print or type)

_____
Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

Exhibit C

Memorandum

To: All Bidders
From: Brian Morrow
Date: 5/24/21
Re: Addendum Number One (1)
2021 Central Athletic Complex Cleaning Services Bid

Please add the following information to the 2021 Central Athletic Complex Cleaning Services bid specifications and drawings.

A pre-bid meeting was held on site at the Central Athletic Complex, 500 S. Naperville Rd., Wheaton on May 21, 2020 at 9:00 a.m. The meeting was **not** mandatory. Minutes from the meeting are attached to this addendum.

1. CLARIFICATION: The owner will provide an alarm code for building access to the contractor who is awarded the cleaning services work.

PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM ONE #1 OR RETURN A SIGNED COPY OF THE MEMORANDUM WITH YOUR BID PROPOSAL FORM.

ADDENDUM ONE (1) RECEIVED:
SIGNED: [signature]
DATE: 05-24-21
COMPANY: CRYSTAL MAINTENANCE PLUS, CORP

2021 Central Athletic Complex Cleaning Services
Pre-Bid Meeting
May 21, 2021

I. GENERAL

A. Introduce Representatives

- Brian Morrow – Project Planner
- Paul Stanczak – Superintendent of Facilities
- Dan Novack – Director of Athletics and Facilities
- Adam Lewandowski – Superintendent of Athletics and Facilities

Contacts – Brian Morrow 630 510 4975
Adam Lewandowski 630 510 5141

Make everyone at the meeting either hand in a business card or sign the sign-in sheet. The sign-in sheet should minimally include Name, Company Name, Phone No.

B. Review Bid Dates and Requirements

1. When bids are due: **9:00 AM, Thursday May 27, 2021**.
2. Where: 1000 Manchester Rd. (Park Services Center).
3. Bid Bond – 10%.
4. No faxes or emails – clearly marked opaque envelope.

C. Overview of Project Scope:

- Provide all labor and materials for janitorial services – discuss supplies.
- Alt bid 1 – Friday nights starting at 10:00 in addition to regular sched Jan, Feb, Mar, October, November, and December.

Proposal should match specifications.

D. Review Schedule

1. Bid Award Date: After June 16th board meeting.
2. Begin: after receipt of COI & executed contract. July 1st work to start.

E. References

1. All references listed should be of the Contractor's latest projects of similar size and scope to this Project.

F. Site Limitations

1. NO work is to take place while patrons are using the building – adhere to the Facility Task Schedules.

G. Special Project Requirements

1. None.

H. Addenda

1. Addenda No. 1 will be sent later this week, **if necessary.**
2. Questions raised at this meeting.

I. Questions/Comments

1. Open the floor to Questions from Contractor.
2. Take Contractors on tour of Site.