

CONTRACT FOR JANITORIAL SERVICES

This Contract, made this **5th day of September, 2024**, 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 **Vanguard Cleaning Systems of Chicago**, an Illinois corporation (the "Contractor"), with its principal place of business at 800 Roosevelt Rd, Suite A-318, Glen Ellyn, IL 60137, 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 cleaning supplies required to complete the following work: janitorial services for Community Center Locker rooms, as indicated in the Contractor's proposal dated August 22, 2024 (the "Work"), attached to and incorporated as part of this Agreement as **Exhibit A**. Contractor shall perform the Work at the Wheaton Park District Community Center, 1777 S. Blanchard Road, Wheaton, Illinois ("Community Center") specified in the Proposal.

2. Contract Documents

The Contract Documents consist of this Contract between the Park District and the Contractor, the Contractor's Proposal dated **August 22, 2024** and attached to and incorporated as part of this Agreement as **Exhibit B**, any addenda issued prior to the execution of this Contract and modifications issued after the execution of this Contract. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein. In the event of any conflict between this Contract and the Contractor's Proposal (including Contractor's Cleaning Service Agreement), this Contract shall control.

3. Term

Unless terminated earlier as provided in this Agreement, the term of this Contract shall be for one (1) year, commencing on the date fixed by a Notice to Proceed ("Initial Term"), and shall automatically renew for two (2) successive one-year periods (each one-year period shall be referred to as the "Renewal Term") unless either Party notifies the other Party, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, in writing of its intention not to renew the Contract.

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner and otherwise comply with requirements of the specifications in the Project Manual. 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 Community Center. Contractor's performance of the Work is subject to inspection by the Park District in accordance with Section 6 of this Contract and otherwise in accordance with the Contract Documents.

Contractor will provide trained personnel, at least eighteen (18) years of age, to properly and timely perform the Work ("Contractor's Employees"). Contractor will select, train and direct Contractor's Employees to perform the Work and Contractor will be responsible for their appearance and conduct while on Park District's property. Contractor's Employees will wear uniforms for identification purposes at all times while on Park District property to perform the Work. Contractor shall conduct criminal background checks on each Contractor Employee and shall not knowingly employ any Contractor Employee as specified in the Project Manual. Contractor's Employees will be subject to the rules and regulations of the Park District.

Contractor shall provide a competent, English speaking on-site site supervisor for each Work location at all times when the Contractor is providing the Work. The name of each site supervisor shall be provided to the Park District in writing, complete with phone number for the Park District's use in the event of emergency situations. The Contractor's site supervisor shall be authorized to act on behalf of the Contractor and to supervise the Work in a manner that will comply with all requirements of the Contract Documents. Contractor shall at all times maintain such control over the activities of its employees to insure proper performance of the Work.

5. Contract Sum

Subject to Paragraph 3 of this Agreement, the Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Contract, the sum of \$1,340.00 Dollars monthly for services performed 5x a week ("Contract Sum"). The Contract Sum shall be paid monthly ~~over a three (3) year period~~ in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) and as specified in the Project Manual.

6. Park District Representative/Inspection of the Work

The Park District shall designate an individual to inspect Contractor's performance of the Work ("Park District's Designated Representative"). All material to be incorporated in the Work, and all labor, appliances, tools and methods used by the Contractor in the performance of the Work shall be subject to the inspection and acceptance or rejection of the Park District Representative in accordance with the Contract Documents.

In the event the Work is not completed to the satisfaction of the Park District, Contractor shall be subject to a charge for the time spent properly completing the task as specified in the Project Manual.

7. Changes

Minor field changes may be made upon approval of the Park District's designated field representative. Any other changes must be submitted in writing to the Park District for review and approval. For purposes of this Agreement, a minor field change shall mean any change that does not modify the Contract Sum, does not affect Contractor's time to perform the Work, or otherwise does not materially change the scope of Work.

8. Cleaning Up

The Contractor shall keep the Community Center, and surrounding area free from accumulation of waste materials or rubbish caused by performance of the Work. At completion of any portion of the Work, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Park District may do so and the cost thereof shall be charged to the Contractor.

9. 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
 - 1. employees engaged in the Work, Park District employees and patrons, and other persons who may be affected thereby;
 - 2. 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; and
 - 3. other property at the Community Center and at the CAC, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- 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 erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying users of the Community Center and the CAC.

- D. When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall store all cleaning chemicals in their original containers, which shall be clearly marked; in no event shall the Contractor store any chemicals in unmarked bottles or jars.
- E. The Contractor shall promptly remedy damage and loss to the site of the Work 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 damage or loss 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.

10. Termination

The Park District may terminate this Contract as follows:

- a. The Park District may, at any time, terminate the Contract in whole or in part for the Park District's convenience and without cause upon thirty (30) days prior written notice. 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 Contract; (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 Work properly performed before the effective date of termination. Contractor shall not be entitled to damages resulting from termination for convenience under this Section.
- b. If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within ten (10) business days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may terminate this Contract and enter into an agreement with another Contractor or Contractors to provide the Work. In such event, Park District shall not be liable to Contractor for all or any portion of the Contract Sum. Contractor shall be

liable to the Park District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining services from the substitute Contractor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees.

- c. If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a receiver is appointed on account of Contractor's 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, (i) immediately terminate the retention of Contractor and/or (ii) 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 and/or services are completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the work and/or services, 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.

11. Insurance

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. There shall be no endorsement or

modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work. Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of the Contract at Park District's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Park District whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

12. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract. Contractor's obligations under this paragraph shall survive termination or expiration of this Contract.

13. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. 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 Contract. The Contractor must provide Owner with a complete set of Occupational Safety and Health Administration Approved Safety Data Sheets of all chemicals which the Contractor uses at the Community Center and at the CAC to complete the Work. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Contract.

14. Time

Time is of the essence for all matters concerning this Contract.

15. Notice

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

FOR THE PARK DISTRICT:

Wheaton Park District
102 E. Wesley Street
Wheaton, Illinois 60187
Attn: Michael Benard
mbenard@wheatonparks.org

FOR THE CONTRACTOR:

Melissa Vazquez
Van Guard Cleaning System of Chicago
800 Roosevelt Rd, Suite A-318
Glen Ellyn, IL 60137
630-984-4518
mvazquez@vanguardcleaning.com

16. Choice of Law and Venue

This Contract is governed by the laws of the State of Illinois. Any suit or action arising under this Contract shall be commenced exclusively in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, 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 Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the termination of this Contract. Contractor acknowledges that each provision of this Contract is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Contract is a material breach of the Contract and may be cause for immediate termination of this Contract. 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.

17. 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 the Contractor's performance of the Work. The Park District is not liable for acts or omissions of the Contractor or any of the Contractor's Employees, Contractor's agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of the Contractor.

18. No Third Party Beneficiary

This Contract is entered into solely for the benefit of the contracting parties, and nothing in this Contract 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 Contract 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 and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Contract 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 Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

20. 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 Contract; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. 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; provided, however, Contractor may assign this Agreement at any time to a parent, subsidiary or related company by giving the Park District prior written notice thereof.

22. Entire Agreement

This Contract 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 Contract shall be valid or binding. Modifications to this Contract may only be made in writing and endorsed by the Parties.

23. Headings

The headings for each paragraph of this Contract 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 Contract nor in any way affect this Contract.


24. Severability

The invalidity of any section, paragraph or subparagraph of this Contract shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable, such provision shall be deemed severable and the Contract 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

CONTRACTOR

By:

