



Agenda Item Executive Summary

Item Name Cleaning Contract Committee or Board Board

BUDGET IMPACT			
Amount:	\$62,772	Budgeted	Yes
List what fund	N/A		
EXECUTIVE SUMMARY			
<p>The Village entered into an agreement with Multisystem Management (Multisystem) on May 1, 2018. The contract was for a two-year term and then was renewed 3 subsequent years afterwards.</p> <p>The current agreement will end on April 30th 2023, and staff underwent the RFP process which requires many companies walking through our buildings to go over cleaning requirements.</p> <p>After reviewing the proposals and calling several references, staff is recommending Alpha Building Maintenance Service, as they came in under budget (\$65,000) and had strong recommendations from references.</p>			
ATTACHMENTS (PLEASE LIST)			
Staff Memo Resolution Cleaning Services Agreement			
ACTION REQUESTED			

For Discussion Only: _____

Resolution:

Ordinance: _____

Motion:

MOTION:

I Move to Approve Resolution 2023-_____ A Resolution Approving of The Janitorial Services Agreement Between The Village of Bartlett and Alpha Building Maintenance Services.

Staff: Joseph Dienberg Management Analyst Date: March 20, 2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: March 20, 2023
Re: Cleaning Contract

The Village entered into an agreement with Multisystem Management (Multisystem) on May 1, 2018. The contract was for a two-year term and then was renewed 3 subsequent years afterwards. The original 2018 contract cost was \$41,100 with it rising to \$60,042 by 2022. The current agreement will end on April 30th 2023, and staff underwent the RFP process which requires many companies walking through our buildings to go over cleaning requirements. The new cleaning crew will clean Village Hall, the Police Building, Public Works, Train Station and Golf Course. Janitorial services take place at Village Hall, Public Works, and Metra Station five days per week and seven days per week for the Police Department. Bartlett Hills Golf Course receives service seven days per week during the golf season and three days per week during the off-season. The chart below shows the different bids that came in.

2023 RFP Pricing Results	
Company	May 1, 2023 - April 30, 2024
Alpha Building Maintenance Serv. (<i>Recommended</i>)	\$ 62,772
Multisystem Management Comp.	\$ 84,228
Bravo Services	\$ 90,780
Eco Clean Maintenance Inc.	\$ 92,520
Chi-Town Cleaning Services	\$ 99,120
Vega Building Maintenance	\$133,336
Total Facilities Maintenance Inc.	\$151,804
Executive Building Maintenance	\$ 364,163.95

After reviewing the proposals and calling several references, staff is recommending Alpha Building Maintenance Service, as they came in under budget (\$65,000) and had strong recommendations from references.

Motion

I Move to Approve Resolution 2023-_____ A Resolution Approving of The Janitorial Services Agreement Between The Village of Bartlett and Alpha Building Maintenance Services.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE JANITORIAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND ALPHA BUILDING MAINTENANCE SERVICES**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Janitorial Services Agreement dated as if May 1, 2023, between the Village of Bartlett and Alpha Building Maintenance Services, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ATTEST:

Kevin Wallace, Village President

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on April 16, 2023, and approved on April 16, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is entered as of the 1st day of May, 2023, between the Village of Bartlett, an Illinois home rule municipality (the "Village") and Alpha Building Maintenance Services, Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Cleaning Services. Contractor shall perform janitorial services and provide all cleaning supplies, equipment and materials required therefore (collectively, "Cleaning Supplies") at the Village Hall and Police Department located at 228 S. Main Street, Bartlett, Illinois, 60103, the Public Works Administration Building located at 1150 Bittersweet Dr., Bartlett, Illinois 60103, the Bartlett Hills Golf Course Clubhouse and Midway located at 800 W. Oneida, Bartlett, Illinois, 60103, and the Bartlett Train Station located at 120 E. Railroad Avenue, Bartlett, Illinois, 60103 (collectively, the "Property Sites"), in strict compliance with the Village of Bartlett-Janitorial Services Request for Proposal dated February 8, 2023, including Proposal Exhibits A, B, C, D, E, F and G attached thereto (the "RFP"), and are attached hereto together with the Contractor's Proposal, each of which are expressly incorporated herein (the "Contract Documents"), which the Contractor shall perform in strict compliance with the terms and conditions herein (the "Cleaning Services"). Cleaning Services shall be performed on the days and at the times specified in the RFP in strict compliance with the Schedule of Cleaning set forth in the RFP.

2. Terms. The Term of this Agreement shall commence on May 1, 2023 and expire on April 30, 2025 (the "Contract Term"), unless sooner terminated as provided herein. Upon mutual agreement between the Village and the Contractor, the Contract Term of this Agreement can be extended one (1) additional year.

3. Contract Sum. The Contract Sum for the Cleaning Services for each year of the Contract Term is \$62,772.00, payable monthly in the amount of \$5,231.00 (the "Monthly Contract Sum"), which may be discounted for incomplete and/or deficient/unsatisfactory work as provided in paragraph 4, and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies. Payments shall be made in accordance with paragraph 4 and 20B below.

4. Payment Procedures. The Village shall pay Contractor the Monthly Contract Sum following the Village's determination that all Cleaning Services have been performed in strict compliance with the requirements herein, by the third Tuesday following the month in which the Cleaning Services have been completed. The Village reserves the right to discount/deduct from the Monthly Contract Sum for work not performed or performed in a deficient or unsatisfactory manner. The discount/deduction

is not to be considered a penalty, but rather will be in direct proportion of the time and materials necessary for the Village staff to perform those services as described in the Contract Documents at a satisfactory level. A discount/deduction will be demanded after written notice is given to the Contractor using electronic mail (email) outlining a specific complaint(s) of incomplete and/or deficient or unsatisfactory work and/or how the terms of the Agreement are not being fulfilled. On the first occurrence of a specific complaint or default, the Contractor will have five (5) working days to evaluate the performance or source of the complaint and implement corrective measures and cure the default. If, after the five-day period, an improvement to the service or contract default is not evident by the Village, then the discount/deduction will be levied against the monthly invoice, and the Monthly Contract Sum will be reduced accordingly. On the second occurrence of the same or similar incident, complaint or default, only three (3) days will be given to the Contractor to implement corrective measures and to cure the default before the discount/deduction is applied. The third and subsequent occurrence(s) of the same or similar complaint or default will result in an automatic discount/deduction against the monthly invoice, the Monthly Contract Sum will be reduced accordingly, and such default whether subsequently cured or not will be considered a breach of contract. The Village may also deduct from any payment of the Monthly Contract Sum the cost of any Repair Work not completed in a timely manner by Contractor, in accordance with paragraph 14 herein. In the event Cleaning Services are performed for a portion of a month, the Cleaning Services Fees shall be prorated based on the number of days said Cleaning Services were performed and based on the itemized billing schedule set forth on Exhibit B, subject to any deductions set forth in this paragraph 4.

5. Non-Discrimination.

A. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this Contract.

B. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

6. Compliance with Law. All goods and equipment, and all labor furnished by Contractor and subcontractors shall comply with all applicable federal, state, county, municipal, or other governmental unit or regulatory body laws now in effect or which may be in effect during the term of this Agreement and any extension thereof, including, but not limited to, laws, regulations, rules and ordinances promulgated by any safety related regulations as required by the Federal Occupational Safety and Health Act

(OSHA), workers compensation laws, the Social Security Act, the Illinois Department of Human Rights, the Human Rights Commission, and the EEOC statutory provisions, rules and regulations (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and agents from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Laws. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, and its officials, officers, employees, and agents, against all injuries, deaths, damage to property, loss, damages, claims, patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Cleaning Services and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; except to the extent caused by the negligence of a party indemnified hereunder; in which case Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Village in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign and/or delegate the whole or any part of this Agreement without the written consent of the Village. The names of any proposed subcontractors must be submitted to the Village for preapproval at least ten (10) days prior to proposed use of any such subcontractor(s) and must be prior approved by the Village to utilize any proposed subcontractor. All subcontractors shall be approved by the Village. Any such unapproved subcontractor assignment and/or delegation shall be null and void.

9. Taxes and Withholding.

A. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes. The cost of any such taxes is included in the Contract Sum set forth in paragraph 3 above.

B. Contractor acknowledges and agrees that it is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance, and worker's compensation insurance on behalf of Contractor.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Cleaning Services required hereunder, including, but not limited to, Project Sites inspection, and represents and warrants that Contractor can perform the Cleaning Services in strict compliance with the terms and conditions herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Cleaning Services under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance Requirements. Contractor shall procure and maintain for the duration of the Agreement, and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Cleaning Services and/or the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

B. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Village.

C. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status.** The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.
- iv. **Waiver of Subrogation.** Contractor hereby grants to Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.
- v. **Self-Insured Retentions.** Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.
- vi. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Village.
- vii. **Claims Made Policies.** All insurance shall be on an occurrence basis unless pre-approved in writing by the Village Administrator, and such claims-made policy or policies meet the following minimum additional coverage requirements:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
- c. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of work.

D. **Verification of Coverage.** Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

F. **Subcontractors.** Provided the Village pre-approves a proposed subcontractor submitted by the Contractor, no subcontractor shall perform any Cleaning Services unless and until each subcontractor employed by Contractor has procured and shall maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

12. **Default.** In the event of default hereunder by Contractor, the Village shall be entitled to all remedies available at law and/or equity, including recovery of damages for any additional cost to hire a replacement cleaning contractor to perform the Cleaning Services and recovery of the Village's reasonable attorney's fees.

13. **Notice.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; or (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid. Notice shall be given to the following:

If to the Contractor:
Alpha Building Maintenance Services, Inc
7549 West 99th Place
Bridgeview, IL 60455

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Paula Schumacher, Village Administrator

With a copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois, 60172

Either party hereto may change the place of notice to it by sending written notice to the other party.

14. Repair Work. Contractor shall repair any damage to the Project Site(s) and/or any other Village real and/or personal property attributable to acts and/or omissions of Contractor, its employees, subcontractors of any tier, agents, and/or anyone acting on behalf of any of them, or otherwise attributable to the Cleaning Services, except to the extent such damage is caused by the negligence of the Village or its employees (the "Repair Work"). The Repair Work shall be completed within ten (10) days of the date of said damage (the "Repair Completion Date"). The Village will hold back funds for the Repair Work and/or any costs of replacing any damaged property in accordance with Section 4 herein. However, such holdbacks shall not relieve Contractor of its obligation to complete the Repair Work required hereunder; nor shall such holdbacks be considered a limit on Contractor's liability hereunder.

15. Assumption of Risk. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of contractor, any subcontractor of any tier, any supplier and/or any other person, and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Agreement.

16. Incorporation of Documents. The (a) Contractor's Proposal Form, (b) the RFP, and (c) all Exhibits referred to therein and/or herein are hereby expressly incorporated herein and made a part hereof.

17. Conflicting Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Proposal, RFP and/or other exhibits hereto, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency.

18. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites and/or any other Village property (collectively, the "Village Property") by

Contractor, its employees, contractors, subcontractors, agents, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any Village Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of said Village Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Village Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

19. Criminal Background Checks. Contractor shall be responsible for causing each employee, contractor, sub-contractor and/or other person that will be performing Cleaning Services hereunder to sign an Investigation Authorization and Release form, attached hereto as Exhibit C, and incorporated herein and shall furnish said Authorization and Release forms to the Village Police Department at least ten (10) days prior to that individual performing any Cleaning Services in or on any of the Project Sites.

The Parties agree that in the event any criminal background check discloses a conviction or adjudication as a delinquent minor for committing any felony and/or a misdemeanor involving mortal turpitude, including, but not limited to, a conviction or adjudication as a delinquent minor for any of the Disqualifying Criminal Offenses listed on Exhibit D which is incorporated herein, then such employee, contractor, sub-

contractor and/or other person shall be prohibited from performing any Cleaning Services and/or other work hereunder.

20. Termination of Agreement.

- A. Notwithstanding any provision herein to the contrary, the Village may terminate this Agreement with or without cause by providing, not less than five (5) days prior written notice of termination to Contractor.
- B. The Village may amend the Agreement at any time to remove [and/or add on to] one or more of the Project Sites from the Cleaning Services provided hereunder, by providing not less than 48 hours written notice thereof to Contract, in which case the Contract Sum shall be reduced (or increased) accordingly based on the Cleaning Services Fees allocated for the Project Site or Sites, and shall be pro-rated based on the effective date of said notice.

21. Permits and Licenses. Contractor shall obtain, at its own expense, a Village of Bartlett Contractor's License. In addition, Contractor is specifically denied the right of using, in any form or medium, the name of the Village of Bartlett for public advertising unless express permission is granted by the Village.

22. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee, subcontractor or agent of Contractor, is an employee or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Contractor acknowledges and agrees that it and its employees and subcontractors, if any, are not entitled to any benefits or protections afforded employees of the Village or bound by any obligations of employees of the Village. Contractor understands and fully agrees that its employees and subcontractors, if any, are not covered under the provisions of the unemployment compensation insurance of the Village or the workers' compensation insurance of the Village, and that any injury or property damage on the Village premises or in performing the Cleaning Services will be the sole responsibility of the Contractor and not the responsibility of the Village. Also, it is understood that Contractor and its employees and subcontractors, if any, are not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance, or other insurance of the Village, and therefore, Contractor will be solely responsible for its employees and its subcontractors, if any, own acts and omissions. Should any person indicate to the Contractor or any employee, subcontractor or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In

ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

23. No Third Parties and/or Waiver of Statutory Immunities. Notwithstanding any provisions herein to the contrary, 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 Village who is not a part 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 and/or privileges of the Village, and/or its respective officials, officers, employees, volunteers and/or agents.

24. Miscellaneous.

a. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties, other than as provided in paragraph 20B above.

b. This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

c. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

e. In construing this Agreement, section headings shall be disregarded.

f. Time is of the essence of this Agreement and every provision contained herein.

g. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or

unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

VILLAGE OF BARTLETT

CONTRACTOR:
ALPHA BUILDING MAINTENANCE
SERVICES. INC.

By: _____
Kevin Wallace, Village President

By: _____
Wayne Baxtrom
General Manager

Attest:

Attest:

Lorna Giles, Village Clerk

Name: _____
Title: _____