

## **CONTRACT**

This agreement for services ("Agreement") was made and entered into as of (date) \_\_\_\_\_ Village of Poplar Grove ("Village") and MORGAN BUILDING MAINTENANCE INC. ("Contractor") provides for the building custodial services.

- I. **LOCATIONS:** This contract shall cover that portion of the building located at 200 N. Hill Street Poplar Grove, IL 61065 ("Building").
- II. **TERMS AND CONDITIONS:** For a period of two years, starting January 1, 2026, and ending December 31, 2027, the Contractor agrees to perform the certain labor as listed in the Schedule of Services attached hereto and incorporated herein as Exhibit A.
- III. **PERFORMANCE AND CONTROL:** The Contractor shall furnish at his own cost and expense, all labor, services, materials, (except as indicated in the specifications) machinery and appliances which may be necessary or appropriate in the performance of this labor and work in a good workmanlike manner. This work shall be done and performed by Contractor's employees who shall be under the sole supervision, management, and control of MORGAN BUILDING MAINTENANCE, INC. as an independent contractor of the Village.
- IV. **INSURANCE:** The Contractor agrees to maintain in force during the terms of this contract, insurance coverage in the following amounts and additional insurance as specified in the client's specifications.

Upon execution of this Agreement, and prior to Contractor commencing any work or services under this Agreement, Contractor shall obtain and maintain during the term of this Agreement, the below referenced liability insurance and Contractor shall provide the Customer with a Certificate of Insurance and Additional Insured Endorsement naming the Customer as additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the Customer. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the Customer. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the Customer for all liability concerns related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by, or on behalf of the Customer, in relation to this Agreement. The following minimum insurance requirements shall apply to Contractor for the duration of this Agreement unless explicitly waived by the Village President:

WORKMAN'S COMPENSATION	Statutory Limits
COMPREHENSIVE GENERAL LIABILITY	
BODILY INJURY & PERSONAL INJURY	PROPERTY DAMAGE
\$1,000,000.00 Each Occurrence	\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate	\$2,000,000.00 Aggregate

NOTE: \$10,000.00 Employee dishonest endorsement which is made a part of their package policy.

Each Certificate of insurance shall provide that the insurer and must give the Customer at least sixty (60) days prior written notice of cancellation and termination of the Customer's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, Contractor shall supply the Customer with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Customer as set forth above.

- V. TERMINATION: The Village may cancel this contract for any reason, effective thirty (30) days after notice in writing is delivered to: MORGAN BUILDING MAINTENANCE, INC., 1120 Allen Street, Belvidere, Illinois, 61008. In the event of total destruction of the premises to be serviced, this contract shall be automatically canceled and the Village will be billed only for the services to the date of destruction.

The Contractor may cancel this contract at any time, effective thirty (30) days after delivery in writing to: Village of Poplar Grove 200 N. Hill Street Poplar Grove, IL 61065.

The Village agrees not to employ, in any capacity whatever, any person who has been employed by Contractor in the performance of the tasks hereunder until at least 120 days after termination of the agreement or six months after employment with Contractor ends for any reason, whichever occurs first.

- VI. CONSIDERATION: For the services set forth in this Agreement, the Village agrees to pay Seven Hundred Twenty-Nine Dollars and 00/100 (\$729.00) per month for once per week cleaning of Building, and twice per week cleaning for Restroom cleaning outside of the building. A two percent (2%) increase shall be implemented for services rendered according to this Agreement on or after January 1, 2027. The Village agrees to pay Five Hundred Forty-Six Dollars and 00/100 (\$546.00) per month for cleaning of Lions Park restrooms twice per week during the months the restrooms at Lions Park are open. It is anticipated that these months will be April, May, June, July, August, September, October, and November. If the restrooms are open prior to April, a prorated payment shall be made for cleanings that occur prior to the month of April based on the number of cleanings that take place. (Example: \$68.25 will be paid per cleaning for any additional cleanings that occur prior to April.) A two percent (2%) increase shall be implemented for services rendered for the cleaning of the Lions Park restrooms according to this Agreement on or after January 1, 2027.

- VII. PAYMENT: Payments shall be made in accordance with the Illinois Prompt Payment Act. No charge will be allowed for taxes from the Customer as the Customer is a tax-exempt entity. The Customer is not liable for the payment of any Illinois Retailer's Occupation Tax, Service Occupation Tax or Service Use Tax. The Customer is exempt from Federal Excise and Transportation Tax.

- VIII. DAYS NOT WORKED: It is understood the Contractor will not provide cleaning services on days that the client will be closed per the holiday schedule attached hereto as Exhibit B. The Contractor will clean on the days per week agreed upon and according to the Schedule of Services attached hereto as Exhibit A.

- IX. WORK SUPERVISION: The Village agrees that Contractor will have exclusive control over the work to be done. The Village agrees not to interfere with Contractor's work or supervision of Contractor employees. The Village, or its agents, shall have the right, at all reasonable times, to inspect the services provided. The Village agrees to promptly notify Contractor with regard to any defects or deficiencies in services provided by Contractor, and the Village agrees to provide Contractor a reasonable period of time to cure and remedy any defects or deficiencies in services provided.

- X. GOVERNING LAW: This Agreement shall be governed by and interpreted under the laws of the State of Illinois. The language of all parts of this agreement shall be construed as a whole, according to its fair meaning. If a court determines that any part of this Agreement is unenforceable, such determination shall not affect the enforceability of any remaining parts of the agreement.
- XI. CHOICE OF VENUE: In the event that there is any dispute under the terms of this agreement, both parties agree to commence any and all claims, litigation or legal actions in Winnebago County, Seventeenth Judicial Circuit, State of Illinois or the United States District Court for the Northern District of Illinois, Western Division.
- XII. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Customer, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the cleaning services required herein by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the cleaning services contemplated herein. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois. Further, Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Contractor be required to indemnify the Customer for Customer's negligence.
- XIII. ADDENDUM: Schedule of Services. Attached hereto as Exhibit A.

This Agreement is binding upon the heirs, administrators and assigns of both parties, and represents the understanding of both parties hereto. The services will be performed according to the list of scheduled services provided under this Agreement.

**{SIGNATURE PAGE TO FOLLOW}**

Date: \_\_\_\_\_

MORGAN BUILDING MAINTENANCE

Signed By \_\_\_\_\_

Title: \_V.P. of Sales\_\_\_\_\_

APPROVED AS TO CONTENT AND FORM, AND ACCEPTED:

Date: \_\_\_\_\_

VILLAGE OF POPLAR GROVE

Name: \_\_\_\_\_

Kristi Richardson, Village President

Attest: \_\_\_\_\_

Karri Miller, Village Clerk

**EXHIBIT A**

**SCHEDULE OF SERVICES**

Schedule of Services  
For  
Village of Poplar Grove

	lx/wk.	2x/MTh
<b>General offices, private offices, conference rooms/boardrooms halls, lobby, and entries. (All Branches)</b>		
<ul style="list-style-type: none"> <li>Empty wastebaskets into appropriate trash containers and put all trash in dumpsters at each location (note that if an office door is closed cleaning crew should NOT enter the office) NWB Team Member will place their trash container outside the door to be emptied if needed.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Clean &amp; sanitize drinking fountains</li> </ul>	x	
<ul style="list-style-type: none"> <li>Vacuum all carpeting and mats</li> </ul>	x	
<ul style="list-style-type: none"> <li>Spot clean entrance glass</li> </ul>	x	
<ul style="list-style-type: none"> <li>Spot clean interior glass in partitions and doors</li> </ul>	x	
<ul style="list-style-type: none"> <li>Dust mop hard floors with treated mop</li> </ul>	x	
<ul style="list-style-type: none"> <li>Damp mop all hard floors</li> </ul>	x	
<ul style="list-style-type: none"> <li>Remove fingerprints from doors, frames, light switches, kick and push plates and handles.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Clean and sanitize telephones.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Dust all filing cabinets and high low partitions or other surfaces, including shelves, keyboards, moldings and ledges.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Dust all low horizontal surfaces to hand height, including sills and picture frames.</li> </ul>	x	
<b>Restrooms (Outside Restrooms clean twice per week) (plus restroom cleaning at Lions Park to be done seasonal (April, May, June, July, August, Sept, Oct, Nov))</b>		
<ul style="list-style-type: none"> <li>Clean and disinfect sinks, counters, toilet seats, bowls and urinals, including all chrome fittings.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Empty and sanitize interior of sanitary containers.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Clean and polish mirrors.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Spot clean partitions.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Sweep floors.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Mop floors w/disinfectant</li> </ul>	x	
<ul style="list-style-type: none"> <li>Remove spots, stains, splashes from wall area near hand basins and other fixtures.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Fill soap, towel and toilet tissue containers.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Empty all wastebaskets and replace liners.</li> </ul>	x	
<ul style="list-style-type: none"> <li>Pour disinfectant into floor drains.</li> </ul>		x
<ul style="list-style-type: none"> <li>High dusting and low dusting all surfaces.</li> </ul>		x

<b>Kitchen and Break Areas</b>		
• Damp clean tabletops, seats and backs of chairs.	x	
• Empty all waste containers and disposals and replace liners as needed.	x	
• Sweep floors	x	
• Damp mop floors	x	
• Clean Micro-Wave ovens	x	
• Clean sinks	x	
High dust and low dust all surfaces		x
Wipe cabinet faces and handles	x	

**EXHIBIT B**

## **HOLIDAY SCHEDULE**

Good Friday

Memorial Day

July 4

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

News Year Eve

News Year Day