

**PROFESSIONAL JANITORIAL SERVICES AGREEMENT BETWEEN IMPERIAL SERVICE SYSTEMS, INC. AND HANOVER TOWNSHIP**

The following terms shall be the scope of service between IMPERIAL SERVICE SYSTEMS, INC. ("Contractor") and Hanover Township, Cook County, Illinois, an Illinois Township ("Township" or "Client") for professional janitorial services related to the Township Building and Facilities located at 250 South IL Route 59, Bartlett, Illinois 60103. This Professional Janitorial Services Agreement ("Agreement") is entered into this 30<sup>th</sup> day of July, 2015 by and between Contractor and Client.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutual acknowledged, Contractor and Client agree as follows:

1. **Description of Contractor's Services.** Contractor agrees it, its employees, and its agents, or anyone acting on its behalf, shall furnish labor, equipment, cleaning materials, and supervisions necessary to provide the janitorial services to be performed at the Township Building and Facilities, located at 250 South IL Route 59, Bartlett, IL, 60103. The services and the areas in which janitorial services shall be provided shall comply with the terms of Exhibit A, which is incorporated and attached hereto. Further, Contractor shall assume all financial responsibility, including but not limited to, employee wages and withholding of taxes, which are in any way related to the terms of this Section and Exhibit A of this Agreement or in furtherance of this Agreement.

2. **Description of Client's Services.** Client agrees to provide proper payment to Contractor pursuant to Section 4 of this Agreement. Further, Client shall supply Contractor and Contractor's employees, agents, or anyone acting on its behalf with certain disposable janitorial supplies, including, but not limited to, hand towels, soap, toilet tissue, and trash can liners. Client's supplying of disposable janitorial supplies shall be pursuant to Contractor's instructions on which disposable janitorial supplies are required. Client retains the right to reject, in its sole discretion, any disposable janitorial supply requests. If Client requests Contractor to provide such disposable janitorial supplies, it is understood between the parties the furnishing of such supplies may be provided to Client at an additional cost to the terms of Exhibit A. Contractor shall inform and provide Client with the costs of the disposable janitorial supplies prior to providing such supplies to Client.

3. **Insurance.** Contractor shall procure and maintain at all times, at Contractor's own expense, during the terms of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement. The kinds and amounts of the insurance required are as follows:

- a. Worker's Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, covering all of Contractor's employees, agents, or anyone acting on its behalf and Employer's Liability coverage with limits of not less than \$100,000.00 per accident or illness.
- b. Commercial Liability Insurance (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insured, and contractual liability (with no limited endorsement). Hanover Township, its Board of Trustees, its

elected officials, its employees, its agents, and its representatives are to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Agreement. Said coverage shall be evidenced on the Certificate of Insurance covering the Township Building and Facilities.

- c. Automobile Liability Insurance (Primary and Umbrella). When any motor vehicle (owned, non-owned, and hired) are used in connection with the project and with work to be performed on the project, Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage.

Contractor shall be responsible for all losses or damages to personal property (including but not limited to materials, equipment, tools, and supplies), owned or rented, by Contractor. Contractor shall furnish to the Township original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurrence during the term of this Agreement. Contractor shall submit evidence on insurance prior to entering into the Agreement. The receipt of any certificate does not constitute agreement by the Township that the insurance requirements in the Agreement have been fully met or that the insurance policies on the certificate are in compliance with all Agreement requirements. The failure of the Township to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the Township. Contractor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Contractor of its obligations to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the Township retains the right to terminate the Services Proposal until proper evidence of insurance is provided. The insurance shall provide for thirty (30) days prior written notice to be given to the Township in the event coverage is substantially changed, canceled, or non-renewed. Any and all deductibles or self-insured retention on referenced insurance coverages shall be borne by Contractor. Contractor agrees that insurers shall waive their rights of subrogation against Hanover Township, its Board of Trustees, its elected officials, its employees, its agents, and its representatives. Contractor expressly understands and agrees that any coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the Township shall apply in excess of and not contribute with insurance provided by Contractor under the Agreement. The required insurance shall not be limited by any limitations expressed in the liability language herein or any limitation placed on the liability therein given as a matter of law. The Township maintains the right to reasonably modify, delete, alter, or change these requirements. The Township shall provide Contractor with thirty (30) day prior written notice of such modification, deletion, alteration, or change of these requirements.

4. **Fees.** Client shall provide payment of one thousand sixty-nine dollars per month (\$1,069.00/month) to Contractor based on the janitorial services agreed to in Exhibit A. The term of this Agreement is for a period of twelve (12) months for the month following the signatures by both parties to this Agreement. Client, in its sole discretion, has the option to renew this Agreement for an additional twelve (12) months pursuant to Exhibit A. During periods of construction, renovation, or other occurrences which increase the work load of Contractor's employees or agents, Contractor may request additional charges to be invoiced to Client during such periods to compensate for the additional work required. Contractor shall contact Client prior to such additional charges and shall receive Client's express, written consent for the additional work required. Contractor's failure to comply shall result in Client's non-payment for the additional required work. Contractor shall provide Client with a janitorial services invoice on the first (1st) of the month for the month which is being invoiced. Payment is due by Client on the last day of the invoiced month. Client's failure to provide payment may result in a cancellation of Contractor's janitorial services pursuant to Section 13 of this Agreement. Contractor reserves

the right to charge Client interest at one and one-half percent per month (1 1/2%/month) on invoices which are over sixty (60) days past due and have not been subject to other agreements. If Contractor refers Client's account to an agency or attorney for collection of unpaid invoices over sixty (60) days past due, Contractor shall be permitted to collect attorneys' fees and costs.

**5. Assumption of Liability.** To the fullest extent permitted by law, Contractor and its employees, agents, and anyone acting on its behalf assume all liability for claims, causes of action, and damages from any personal injury, personal loss, or damages to property arising out of or attributable to the Agreement and the janitorial services provided therein. Contractor is aware of the risks associated with the Agreement and Contractor voluntarily assumes those risks in consideration of Agreement herein. The Township shall not be liable for any damage occasioned by failure to keep the Township Building and Facilities in repair and shall not be liable for any damage caused to any part of the project property or premises. Contractor agrees to indemnify and hold harmless the Township from any damages and causes of action of any kind that might occur pursuant to the terms of this Agreement. Furthermore, the Township shall not be liable for any damages of any kind in the event the Township Building and Facilities becomes unusable to Contractor for whatever reason.

**6. Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, protect, save, defend, and hold harmless the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees in the form of costs and attorneys' fees, to the extent such damages arise from or in any way connected with (i) any act, omission, wrongful act, or negligence of Contractor, its employees, agents, or anyone acting on behalf of any of them; (ii) any accident, injury or damage whatsoever occurring, arising out of, incidental to, or resulting directly or indirectly from Contractor's use of the Township Building and Facilities pursuant to the terms of this Agreement whether such loss, damages, injury, or liability is contributed by a condition of the Township Building and Facilities itself or any equipment thereon, whether latent or patent, or from other causes whatsoever; and/or (iii) Contractor, its employees, agents, or anyone acting on behalf of any of it breach of this Agreement. 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. This obligation to indemnify shall survive the expiration and/or termination of this Agreement. Nothing herein shall be construed to represent a waiver of any privileges and immunities granted, by statute or common law, to the Township as a unit of local government.

**7. Compliance.** Contractor will in every respect comply with the terms and provisions of this Agreement, as well as the ordinances, rules, and regulations of the Township and Ordinance, as well as with all applicable laws, including the laws of any municipality in which the Township Building and Facilities are located.

**8. Access.** Nothing in this Agreement shall restrict the access to the Township Building and Facilities by the employees, officers, officials, and/or agents of Township who have a legitimate need for such access, including access required to determine whether or not Contractor is in compliance with the terms and conditions of the Agreement. No person other than a Township employee, officer, official, and/or agent shall disturb or interfere with Contractor occupying the Township Building and Facilities under the authority of this Agreement. The Township shall provide to Contractor, its employees, its agents, and/or anyone acting on its behalf a secure storage area for cleaning equipment and disposable janitorial supplies. This storage area shall be solely accessible to Contractor, its employees, its agents, and/or anyone acting on its behalf and shall be maintained in a professional manner by the Township.

**9. Disclaimer.** Contractor expressly acknowledges that Client makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the Township Building and Facilities for the purposes set forth herein, or for any other purpose or use, express or implied, by Contractor. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED. Contractor accepts use of the Township's Building and Facilities and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Contractor acknowledges that Contractor has inspected the Township Building and Facilities to Contractor's satisfaction as to the adequacy, fitness, and condition thereof.

**10. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Client and Contractor and Contractor's respective successors and assigns. Notwithstanding the foregoing, Contractor shall not assign, lease, or sub-lease this Agreement without the express written consent of Client which Client may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

**11. Non-Discrimination.** Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Contractor agrees not to deny services or use of the Township Building and Facilities on the basis of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, marital status, or unfavorable discharge from military service or otherwise in violation of any applicable local, state, or federal laws or statutes.

**12. Hazardous Substances.** Contractor, its employees, agents, or anyone acting on its behalf shall not cause or permit any Hazardous Substances to be brought upon, kept, stored, or used in or about the any Township Buildings and Facilities. If the presence of Hazardous Substances brought upon, kept, stored, or used in or about any Township property by Contractor, its employees, agents, or anyone acting on its behalf, in violation of this paragraph, results in contamination of any Township property, Contractor shall pay for all costs of clean up and shall indemnify, hold harmless, and, at the Township's option, defend Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents from and against any and all claims, demands, expenses including costs and attorneys' fees, 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 local, state, or federal governmental authority, laws, statutes, rules, and regulations as a result of any such Hazardous Substances on or about the Township property. For purposes hereof, Hazardous Substances shall include, but not be limited to, the following: substances defined as "hazardous substances" and/or "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; 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. Contractor's duties and obligations to indemnify the Township shall survive the termination and/or expiration of this Agreement.

**13. Termination of Agreement.** It is the intention of this Agreement to remain in full force and effect to the satisfaction and best interest of both Contractor and Client. Either party to this Agreement can terminate this Agreement, for any reason, upon thirty (30) days written notice. Written notice shall be provided by either certified or registered mail and the thirty (30) day notice period begins the date of mailing. Contractor may suspend or terminate its services to this Agreement based on the non-payment of invoices by Client. Suspension or termination based on non-payment shall not begin until the first (1st) day of the month after the invoiced month. Contractor shall provide Client with notification of suspension or termination of services

based on the non-payment of invoices by Client on the first (1st) day of the month after the invoiced month. Further, Client agrees it shall not, for a period of six (6) months after the termination of this Agreement, for any permissible reason to terminate this Agreement, hire, retain, or employ on its own payroll or on contract basis through any third (3rd) party, directly or indirectly, any individual that is or has been employed by Contractor for the performance of janitorial services without approval of Contractor.

14. **Miscellaneous.** This Agreement sets forth the entire understanding of Contractor and Client. Contractor and Client agree there shall be no change or modification to this Agreement unless any such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. Contractor and Client agree the titles of the items in this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall take place in the Circuit Court of Cook County, Illinois. 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 or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party. Nothing in this Agreement shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privilege and/or immunities of the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever. If any clause, phrase, provision, or portion of this Agreement 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. This Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument. Contractor warrants the Contractor is authorized to execute and effectuate this Agreement and Contractor does so voluntarily. Facsimile signatures shall be sufficient for purposes of executing and finalizing this Agreement.

ACCEPTED FOR HANOVER TOWNSHIP:



BY: JAMES C. BARR

TITLE: TOWNSHIP ADMINISTRATOR

7/30/15

DATE

Contract Start Date: September 1, 2015

ACCEPTED FOR IMPERIAL SERVICE SYSTEMS, INC.:



BY: VITO CAVALLO

TITLE: PRESIDENT

7-23-15

DATE

# **EXHIBIT A**

**Hanover Township  
Township Building**

250 South Route 59  
Bartlett, IL, 60103

**ATTENTION OPERATIONS TEAM:**

**Areas to be Serviced:**

Lobby & Entrances  
General Offices  
Restrooms  
Lunchrooms  
Corridors

Conference Rooms  
Computer Room  
Mail/Copy Room

Training Rooms  
Janitor's Closets  
Miscellaneous  
Multi-Purpose Room

**Frequency of Service:**  
Five ( 5 ) Times Per Week  
Monday – Friday

**Classification:**  
Town Hall

**Levels:**  
One ( 1 )

**Access:**  
Front Entrance

**Security:**  
Lock Doors/Set Alarm

**Lights:**  
Turn On/Off As Necessary

**Availability:**  
After 9:00 P.M.

**Areas of Special Concern**

Restrooms Lunchrooms Common Areas

**Client Contact:**

Rick Nelson  
E-Mail [rnelson@hanover-township.com](mailto:rnelson@hanover-township.com)  
Ph: 630.483.5664  
Fax: 630.483.5690  
Cell: 630.330.4510

**Imperial Contact:**

Customer Service  
(Available 24/7)  
630.925.1800  
Fax 630.925.1814  
[www.impstersys.com](http://www.impstersys.com)

# CUSTOMIZED SPECIFICATIONS

These specifications for cleaning are based on conversations with Rick Nelson from Hanover Township. They are designed to meet or exceed the expectations that were indicated. All items and frequencies are included in the price. Refinishing of vinyl tile and carpet extraction will be done on an as needed basis at an extra cost unless listed below.

## I. Lobby & Entrances

a. Inside Glass	Clean Up to 7ft	Weekly
b. Doors & Door Glass	Spot Wash	Daily
	Complete Wash	Weekly
c. Floors (hard surfaced)	Dust Mop & Damp Mop	Daily
	Scrub	Quarterly
d. Floor Runners	Vacuum	Daily
e. Baseboards	Dust	Weekly
	Clean	Quarterly
f. Furniture	Dust Tables, Ledges	Daily
	Dust Chairs, Lamps	Weekly
g. Display Cases	Dust & Spot Clean	Weekly
h. Telephones	Damp Wipe Handset w/Disinfectant	Monthly
i. Wall Hangings	Dust	Weekly
j. Vents/Diffusers	Dust	Monthly
k. Corners & Ceilings	Check for Cobwebs	Weekly
l. Wastebaskets	Empty	Daily
	Replace Liners	As Needed
m. Doors, Frames, Light Switches, Kick & Push Plates, Handles	Spot Clean	Daily
n. Corners & Ceilings	Check for Cobwebs	Weekly



## II. General Offices/Conference/ Computer/Mail/Training Room

a. Floors (carpeted)	Vacuum	Daily
	Detail/Edge Vacuum	Monthly
	Damp Wipe Spots w/Cleaner	Daily
b. Floors (hard surfaced)	Dust Mop & Damp Mop for Spills	Daily
	Damp Mop	Weekly
c. Floor Runners	Vacuum	Daily
	Damp Wipe Spots w/Cleaner	Daily
d. Desks/Credenzas	Dust & Damp Wipe (if cleared)	Weekly
e. Equipment	Dust	Weekly
f. Walls	Spot Clean As Needed	Weekly
	Dust	Monthly
g. Doors, Frames, Light Switches	Spot Clean	Weekly
h. Chairs	Vacuum Cloth	Quarterly
	Damp Wipe Vinyl	Quarterly
i. Wastebaskets & Recycling	Empty	Daily
	Replace Liner	As Needed
j. Telephones	Damp Wipe Handset w/Disinfectant	Monthly
k. Wall Hangings	Dust	Monthly
l. Ledges/Horizontal Surfaces	Dust	Weekly
	Damp Wipe	Semi-Monthly
m. Partitions	Dust Tops	Weekly
	Vacuum Fabric	Semi-Annually
n. Door Hardware	Polish	Semi-Annually
o. Blinds	Dust	Monthly
p. Vents/Diffusers	Wash	Semi-Annually
	Dust	Monthly
q. Corners, Ceilings &Baseboards	Check for Cobwebs	Weekly

### III. Restrooms

a. Floors (hard surfaced)	Dust Mop & Damp Mop w/Germicidal Cleaner	Daily
b. Wastebaskets	Empty & Replace Liner	Daily
	Wash-Disinfect	Daily
c. Partitions	Dust Tops & Spot Wash	Daily
	Wash w/Germicidal Cleaner	Quarterly
d. Doors & Frames	Spot Clean	Daily
e. Light Switches	Spot Clean	Daily
f. Kick Plates	Spot Clean	Daily
g. Sinks	Clean & Disinfect	Daily
h. Commodes & Urinals	Clean & Disinfect	Daily
	Acid Clean/Disinfect	Monthly
i. Metal & Bright Work	Clean & Polish	Daily
j. Mirrors	Wash	Daily
k. Floor Drains	Clean & Sanitize	Daily
l. Vents/Diffusers	Dust	Monthly
m. Corners & Ceilings	Check for Cobwebs	Daily
n. Dispensers	Clean & Sanitize	Daily
o. Supplies - Your Stock	Refill Dispensers	Daily
	Damp Wipe/Disinfect	Daily
	Monitor Inventory & Recommend Order	As Needed

### IV. Lunchrooms/Multi-Purpose

a. Floors (hard surfaced)	Dust Mop & Damp Mop	Daily
	Scrub & Recoat	Monthly
	Strip & Refinish	Quarterly
b. Chairs	Damp Wipe	Monthly

c. Wastebaskets	Empty & Replace Liner	Daily
	Wash	Weekly
d. Doors & Frames	Spot Clean	Daily
e. Light Switches	Spot Clean	Daily
f. Walls/Baseboards	Spot Clean	Quarterly
g. Kick Plates	Spot Clean	Daily
h. Microwaves	Damp Wipe Inside & Outside	Daily
i. Cabinets	Spot Clean-Outside	As Needed
j. Vents/Diffusers	Dust	Monthly
k. Corners & Ceilings	Check for Cobwebs	Daily

## **V. Corridors**

a. Floors (carpeted)	Vacuum	Daily
	Detail/Edge Vacuum	Weekly
	Damp Wipe Spots w/Cleaner	Daily
b. Floors (hard surfaced)	Dust Mop & Spot Damp Mop for Spills	Daily
	Damp Mop	Weekly
	Scrub & Recoat	Monthly
	Strip & Finish	Quarterly
c. Wall Hangings/Extinguishers	Dust	Quarterly
d. Door Hardware	Polish	Semi-Annually
e. Walls & Wall Fixtures	Spot Clean	Daily
	Dust	Monthly
f. Display Case Glass	Complete Wash	Weekly
g. Vents/Diffusers	Dust	Monthly
h. Corners & Ceilings	Check for Cobwebs	Daily

## **VI. Janitor's Closets**

a. Floors (hard surfaced)	Sweep & Damp Mop	Weekly
b. Sink/Walls	Clean	Weekly
c. Equipment & Supplies	Organize	Daily

## **VII. Miscellaneous**

- a. Report Building Problems Such as Toilets That Do Not Flush, Broken Windows, etc.

Note: It is understood that if carpet spots cannot be removed by damp wiping with carpet cleaner and will require bonneting and/or hot water extraction, this will be done at an additional charge. It is additionally understood that if a "spot" is cleaned on a generally dirty carpet, a "clean spot" will result which can only be remedied by cleaning the entire area of dirty carpet.