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**DATE:** November 6, 2023

**MEMO TO:** Jessica Vealitzek, Chair  
Operations Committee

Gina Roberts, Chair  
Finance Committee

**FROM:** Dan Stearns  
Director of Facilities

**RECOMMENDATION:** Recommend approval of a Resolution awarding a two-year Contract for Janitorial Services to E.B.M., Inc. in the annual amount of \$111,133.92.

**STRATEGIC DIRECTION SUPPORTED:** Organizational Sustainability

**FINANCIAL DATA:** Funding for janitorial services at various District facilities is included in the Fiscal Year 2024 budget in the total amount of \$119,990.00, allocated amongst several accounts. The cost of the janitorial services is charged to the various accounts based on the location of the facility served (General Offices, Dunn Museum, Operations and Public Safety Facility, Ryerson buildings or Stevenson service building). The annual cost is \$111,133.92 for each of the first two years of the contract (for a 2-year total of \$222,267.84). The District has the right to renew the contract for up to three additional years.

**BACKGROUND:** The District's current contract for janitorial services expires on December 31, 2023. Consequently, the District recently solicited proposals for these services for 2024 and going forward. Twenty-nine (29) potential vendors downloaded the Request for Proposals (RFP) and fifteen (15) vendors submitted proposals in response on or prior to June 30, 2023.

An evaluation team consisting of four staff members from three different departments reviewed the proposals and independently assigned ratings based on a points-based matrix system. Based on this evaluation, the top four firms were invited for an interview with the evaluation team. Following these interviews and evaluations by the evaluation team, staff entered contract negotiations with the top-rated firm, E.B.M., Inc., to determine a specific scope of services, schedules, and a contract price. The contract includes services at six (6) buildings at four locations – the General Offices and Dunn Museum; the Operations and Public Safety Facility; the Ryerson Welcome Center and Ryerson Education Facility; and the Stevenson Service Building.

The contract has an initial term of two years from January 1, 2024 through December 31, 2025, with an option for the District to renew and extend the contract for up to three (3) additional one-year periods.

**REVIEW BY OTHERS:** Chief Operations Officer, Director of Finance, Purchasing Manager, Manager of Board Operations and Corporate Counsel.



**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT FOR JANITORIAL SERVICES  
TO E.B.M., INC.**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) desires to retain a firm to provide janitorial services for various District locations (the “Services”); and

**WHEREAS**, the Director of Facilities and the Purchasing Manager have determined that the Services require personal confidence; and

**WHEREAS**, the Purchasing Manager has solicited proposals for the Services; and

**WHEREAS**, a selection committee comprised of staff reviewed the proposals and the selection committee, the Director of Facilities, the Operations Committee, and the Finance Committee recommend that the Board of Commissioners (i) find that the proposal submitted by E.B.M. Inc. is the proposal that is most advantageous to the District; and (ii) award a contract for the Services to E.B.M. Inc. in substantially the form attached hereto (the “Contract”); and

**WHEREAS**, the Contract has an initial two-year term and provides that the District may unilaterally extend the term of the Contract by three additional one-year terms and may extend the term of the Contract for up to ninety (90) days at the end of any term for the purpose of negotiating a new contract for the Services (collectively, the “Extensions”); and

**WHEREAS**, the Board of Commissioners hereby finds that the proposal submitted by E.B.M., Inc. is the proposal that is most advantageous to the District;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

**Section 1. Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2. Award of Contract.** The Contract for the Services, in substantially the form attached hereto, is hereby awarded to E.B.M. Inc.

**Section 3. Execution of Contract; Extensions.** The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services and to exercise the Extensions in accordance with the terms of the Contract if he or she determines it is in the best interest of the District to do so.

**Section 4. Payments.** The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

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Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_



Lake County  
Forest Preserves

1899 West Winchester Road  
Libertyville, Illinois 60048  
PurchasingDept@LCFPD.org  
847-367-6640

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CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT

AND

E.B.M., INC.

FOR

JANITORIAL SERVICES

REQUEST FOR PROPOSALS #23019

TABLE OF CONTENTS

ARTICLE I - THE SERVICES.....	1
1.1 Performance of the Services.....	1
1.2 Commencement and Completion Dates.....	1
1.3 Required Submittals.....	2
1.4 Review and Incorporation of Contract Provisions.....	2
1.5 Financial and Technical Ability to Perform.....	2
1.6 Time.....	2
1.7 Consultant’s Personnel and Sub-Consultants.....	2
1.8 Owner’s Responsibilities.....	3
1.9 Owner’s Right to Terminate or Suspend Services for Convenience.....	3
ARTICLE II - CHANGES AND DELAYS.....	4
2.1 Changes.....	4
2.2 Delays.....	4
2.3 No Constructive Change Orders.....	4
ARTICLE III - CONSULTANT’S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	4
3.1 Representation of Compliance.....	4
3.2 Corrections.....	5
3.3 Risk of Loss.....	5
ARTICLE IV - INSURANCE; INDEMNIFICATION.....	5
4.1 Insurance.....	5
4.2 Indemnification.....	6
ARTICLE V - PAYMENT.....	6
5.1 Contract Price.....	6
5.2 Taxes, Benefits and Royalties.....	6
5.3 Progress Payments.....	6
5.4 Final Acceptance and Final Payment.....	7
5.5 Deductions.....	7
5.6 Accounting.....	7

ARTICLE VI - REMEDIES.....	8
6.1 Owner’s Remedies.....	8
6.2 Terminations and Suspensions by Owner Deemed for Convenience.....	8
ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS.....	8
7.1 Binding Effect.....	8
7.2 Relationship of the Parties .....	9
7.3 No Collusion .....	9
7.4 Assignment.....	9
7.5 Confidential Information .....	9
7.6 No Waiver .....	10
7.7 No Third Party Beneficiaries .....	10
7.8 Notices.....	10
7.9 Governing Laws.....	11
7.10 Changes in Laws .....	11
7.11 Compliance with Laws and Grants.....	11
7.12 Ownership of Documents.....	11
7.13 Time .....	11
7.14 Severability .....	11
7.15 Entire Agreement.....	12
7.16 Amendments.....	12

ATTACHMENT A – SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

ATTACHMENT B – CONSULTANT'S SCOPE OF WORK

ATTACHMENT C – KEY PERSONNEL

**CONTRACT BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
E.B.M., INC.  
FOR THE  
JANITORIAL SERVICES**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, ("Owner") and EBM Inc., 1000 E. State Parkway, Suite A, Schaumburg, Illinois 60173, ("Contractor") make this Contract as of November 15, 2023 and hereby agree as follows:

**ARTICLE I - THE SERVICES**

**1.1 Performance of the Services**

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following professional consultant services, all of which is referred to in this Agreement as the "Services":

A. Professional Services. Provide, perform, and complete, in the manner described and specified in this Contract, all professional services necessary to accomplish the "Project," as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B.

B. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.

C. Insurance. Procure and furnish all required certificates and policies of insurance specified in Attachment A.

D. Standard of Performance. Provide, perform, and complete all of the foregoing in full compliance with this Contract, in a professional manner, and in accordance with the standards of professional practice, care, and diligence in existence at the time of performance of the Services applicable to recognized and qualified consulting firms in the Chicago Metropolitan Area (the "Standard of Performance").

**1.2 Commencement and Completion Dates**

Consultant shall commence the Services not later than the "Commencement Date" set forth in Attachment A, and shall diligently and continuously prosecute and carry out the Services at such a rate as will allow the Services to be fully provided, performed and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases, the "Completion Dates," set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."



### **1.3 Required Submittals**

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract (“Required Submittals”).

B. Time of Submission and Owner’s Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner’s opinion, to permit Owner to review that Submittal same prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner’s review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner’s failure to timely review and approve any Required Submittal.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services resulting from Consultant’s, or its Sub-consultant’s, delay in providing Required Submittals conforming to this Contract.

### **1.4 Review and Incorporation of Contract Provisions**

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

### **1.5 Financial and Technical Ability to Perform**

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

### **1.6 Time**

Consultant represents and declares that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

### **1.7 Consultant’s Personnel and Sub-Consultants**

A. Consultant’s Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation, the “Key Project Personnel” identified in Attachment C. Consultant shall provide to Owner telephone numbers at which the Key Personnel can be reached on a 24-hour basis. Consultant and Owner may, by mutual agreement, make changes and additions to the designations of Key Project Personnel. Consultant shall have no claim for a Change Order, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution of Key Project Personnel.

B. Approval and Use of Sub-Consultants. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless

otherwise approved by Owner in writing. All sub-consultants and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all sub-consultants of Consultant. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. Removal of Personnel and Sub-Consultants. If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in compliance with this Contract or in a manner reasonably satisfactory to Owner, Consultant, immediately upon notice from Owner, shall remove and replace such personnel or sub-consultant. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

### **1.8 Owner's Responsibilities**

Owner shall, at its sole cost and expense: (i) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require approval of Owner's Board of Commissioners; (ii) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (iii) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (iv) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (v) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant and are necessary for the performance of the Services, and are not already provided for in this Contract; (vi) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (vii) review Required Submittals and other reports, documents, data, and information presented by Consultant as appropriate; (viii) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant; (ix) attend Project related meetings; and (x) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

### **1.9 Owner's Right to Terminate or Suspend Services for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, at any time and for its convenience, to terminate or suspend the Services in whole or in part at any time by providing 30 days written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (i) such direct costs, including overhead, as

Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (ii) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights, if any, to withhold and deduct as provided in this Contract.

## **ARTICLE II - CHANGES AND DELAYS**

### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes to the timing or scope of the Services to be provided pursuant to this Contract (a "Services Change Order"). When a Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation. Consultant shall not undertake any change in the Services without receipt of an executed Change Order from Owner.

### **2.2 Delays**

For any delay resulting from a cause that Consultant could not reasonably avoid or control, Consultant, upon timely written application, shall be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

### **2.3 No Constructive Change Orders**

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including or fully including an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled or, if Consultant believes that any requirement, direction, instruction, interpretation, determination or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included or fully included in a Change Order, then Consultant shall submit to Owner a written request for the issuance of or revision of a Change Order including the equitable adjustment or the additional equitable adjustment in the Contract Price or Contract Time that Consultant claims has not been included or fully included in a Change Order. Such request shall be submitted before Consultant proceeds with any Work for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two (2) business days after receipts of such Change Order or receipt of notice of such requirement, direction instruction, interpretation, determination or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two (2) business days after receipt by Owner of such request, proceed without delay to perform the Work in compliance with the Change Order or as required, directed, instructed, interpreted or decided by Owner, and shall, pending a final resolution of the issue, keep a daily record of such Work. Unless Consultant submits such a request within two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination or decision, Consultant shall be conclusively deemed (i) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time; and (ii) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination or decision.

## **ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES**

### **3.1 Representation of Compliance**

A. Scope of Representation. Consultant shall perform all Services in conformance with this Contract, free from defects and flaws in design, and in accordance with the Standard of Performance (the "Representation of Compliance").

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

### **3.2 Corrections**

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Contract. Consultant shall correct and remedy all of its errors, omissions, and negligent acts related to the Services, promptly and without charge.

### **3.3 Risk of Loss**

The Services shall be provided, performed, and completed at the risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, or negligent acts and for any losses or costs to repair or remedy any work undertaken by Owner based on the Services as a result of any such errors, omissions, or negligent acts. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

## **ARTICLE IV - INSURANCE; INDEMNIFICATION**

### **4.1 Insurance**

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise reasonably acceptable to Owner. Such insurance shall provide that no change to or cancellation of any insurance, nor any reduction in limits or coverage or other modifications affecting this Agreement, shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including without limitation at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverage and limits set forth in Attachment A.

## **4.2 Indemnification**

Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's negligent acts, errors, or omissions, except only to the extent caused by the negligence of Owner.

## **ARTICLE V - PAYMENT**

### **5.1 Contract Price**

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

### **5.2 Taxes, Benefits and Royalties**

The Contract Price includes applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on or the incorporation into the Services of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Consultant waives and releases any claim against Owner arising from the payment of any such tax, contribution, premium, benefit, cost, royalty, or fee.

### **5.3 Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any lien or other interest of any party in regard to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (i) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (ii) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (iii) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (iv) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

#### **5.4 Final Acceptance and Final Payment**

The Services or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within sixty (60) days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Within thirty (30) days after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom charges, if any, against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services or, if the Services are performed in separate phases, for that phase of the Services.

#### **5.5 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract, such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (i) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete; (ii) damage for which Consultant is liable under this contract; (iii) liens or claims of lien, regardless of merit; (iv) claims of Sub-consultants, suppliers or other persons, regardless of merit; (v) delay in the progress or completion of the Services; (vi) inability of Consultant to complete the Services; (vii) failure of Consultant to perform any of its obligations under this Contract; (viii) any other failure of Consultant to perform any of its obligations under this Contract; (ix) the cost to Owner including attorneys' fees and administrative costs of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Consultant under this Contract.

#### **5.6 Accounting**

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at the office of Consultant during normal business hours during this Contract and for a period of three years after termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

## **ARTICLE VI - REMEDIES**

### **6.1 Owner's Remedies**

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this contract, or has attempted to assign this Contract or Consultant's rights under this contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Consultant's receipt of written notice of such Event of Default, Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete to accelerate all or any part of the Services, and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.
- B. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Services as part thereof and make an equitable reduction in the Contract Price.
- C. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- D. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant any and all costs including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- E. Owner may recover any damages suffered by Owner.

### **6.2 Terminations and Suspensions by Owner Deemed for Convenience**

Any termination or suspension by Owner of Consultant's rights under this Contract for an alleged Event of Default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

## **ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

This Contract shall be binding on Owner and Consultant and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

## **7.2 Relationship of the Parties**

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (i) to create the relationship of principal and agent, partners, or joint ventures between Owner and Consultant or (ii) to create any relationship between Owner and any sub-consultant of Consultant.

## **7.3 No Collusion**

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

## **7.4 Assignment**

Consultant shall not (i) assign this Contract in whole or in part, (ii) assign any of Consultant's rights or obligations under this Contract, or (iii) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

## **7.5 Confidential Information**

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.



## 7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, nor any order by Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

## 7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation (other than Owner and Consultant) shall be made or be valid against Owner or Consultant.

## 7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

NAME: Lake County Forest Preserve District  
ADDRESS: 1899 West Winchester Road  
CITY STATE: Libertyville, Illinois 60048  
Attention: Brian Wing, Superintendent of Fleet & Facilities

Notices and communications to Consultant shall be addressed to and delivered at the following address:

NAME: E.B.M., INC.  
ADDRESS: 1000 E State Parkway Suite A  
CITY STATE: Schaumburg, Illinois 60173  
Attention: Lindsay Reuding

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

## **7.9 Governing Laws**

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

## **7.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

## **7.11 Compliance with Laws and Grants**

Consultant shall perform, or cause its Sub-consultants to perform, the Services in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement includes, but is not limited to, compliance with the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

## **7.12 Ownership of Documents**

Consultant and Consultant's sub-consultants shall be deemed the original authors and owners respectively of materials produced pursuant to this Contract and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants and conveys to Owner perpetual, irrevocable non-exclusive rights and license to use all Required Submittals and other materials produced under this Contract for District purposes and no other purposes. The Owner agrees to defend and hold the Consultant and the Consultant's sub-consultants harmless from any causes of action, claims, losses, damages and expenses of any nature whatsoever, including reasonable attorney's fees, resulting from any unauthorized re-use of the Consultant's and Consultant's sub-consultants' materials.

## **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

## **7.14 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

**7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefore.

**7.16 Amendments**

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed as of the day and year first written above.

(SEAL)

Attest/Witness

By: \_\_\_\_\_  
Julie Gagnani  
Title: Secretary

LAKE COUNTY FOREST PRESERVE DISTRICT

\_\_\_\_\_  
Alex Ty Kovach  
Title: Executive Director

Attest/Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_

E.B.M., INC.

By: \_\_\_\_\_  
Lindsay Reuding  
Title: \_\_\_\_\_

**ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. Project:  
Provide consulting services for the Lake County Forest Preserve District, which services include:  
The Services include, but are not limited to, all of the Services provided in Vendor's detailed Scope of Work. See Attachment B

2. Approvals and Authorizations:  
Consultant shall obtain the following approvals and authorizations from the following governmental bodies on or before the following dates:

<u>Approval/Authorization</u>	<u>Date</u>
N/A	N/A

3. Commencement Date:  
January 1, 2024

4. Completion Date:  
The awarded contract(s) shall be in effect for a two (2) year period from January 1, 2024 through December 31, 2025. The District reserves the right to renew this contract for three (3) additional one (1) year periods, subject to acceptable performance by the Contractor and upon appropriation of sufficient funds. At the end of any contract term, The District reserves the right to extend this contract for a period of ninety (90) days for the purpose of getting a new contract in place.

5. Insurance Coverage:  
A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory
  - (2) Employer's Liability:
    - a. \$1,000,000 injury-per-occurrence
    - b. \$500,000 disease-per-employee
- Such insurance shall evidence that coverage applies in the State of Illinois.
- c. \$500,000 disease-policy limit

- B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:
  - a. \$ 500,000 - per person
  - b. \$1,000,000 - per occurrence
- (2) Property Damage:
  - a. \$ 500,000 - per occurrence
  - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

- (1) General Aggregate: \$2,000,000.00
- (2) Bodily Injury: \$2,000,000.00 per person  
\$2,000,000.00 per occurrence
- (3) Property Damage: \$2,000,000.00 per person  
\$2,000,000.00 aggregate
- (4) Other Coverages:
  - Premises/Operations
  - Products/Completed Operations (to be maintained for two years following Final Payment)
  - Independent Contractors
  - Personal Injury (with Employment Exclusion deleted)
  - Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
  - Bodily Injury and Property Damage “X”, “C”, and “U” exclusions shall be deleted

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad tracks.

All employees shall be included as insured's.

D. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Deductible. Each policy shall have a deductible or self-insured retention of less than \$10,000.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

- Comprehensive Motor Vehicle Liability
- Comprehensive General Liability

The Additional Insured endorsement shall identify Owner as follows:

Lake County Forest Preserve District (Owner)

G. Indemnification Clause. The Contractor shall protect, indemnify, hold and save harmless and defend the District its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, or volunteers or officers or independent contractors or subcontractors of the District, on account of personal injuries or death, or damages to property occurring, growing out of, incidental to, or resulting directly or indirectly from the use and performance by or on behalf of the Contractor.

H. Evidence of Insurance. Company shall furnish 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.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Contract at District's option. Company shall provide certified copies of all insurance policies required above within 10 days of Districts' written request for said copies.

6. Schedule of Prices - Lump Sum

For providing, performing and completing all Services, in the annual Contract Price of:

	Price Per Month	Annual x12 months
General Offices	\$ 3,294.11	\$ 39,529.32
Dunn Museum	\$ 1,804.96	\$ 21,659.52
OPS & Public Safety	\$ 3,048.55	\$ 36,582.60
Ryerson Welcome Center	\$ 477.27	\$ 5,727.24
Ryerson Environmental Education Center	\$ 381.82	\$ 4,581.84
Stevenson Property	\$ 254.45	\$ 3,053.40
Annual Rate		\$ 111,133.92
Hourly Rates	\$ 29.39	
OT Rate	\$ 44.06	

One Hundred Eleven Thousand One Hundred Thirty Three Dollars and Ninety Two Cents  
 (in writing)

\$111,133 Dollars and 92 Cents  
 (in figures)

Lump sum amount includes all travel, living and direct project expenses including printing, postage and handling. There shall be no additional costs.

7. Payments:

Regardless of whether the Contract Price is based upon hourly rates or a lump sum, Consultant shall, not later than ten (10) days after execution of the Contract and before submitting its first pay request, submit to Owner a schedule showing the value of each component part or phase of the Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the lump sum Contract Price or the not to exceed Contract Price, as the case may be. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts or phases of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule. When a component or phase of the Services, as identified in the Breakdown Schedule, is complete, Owner will pay Consultant the value of such component or phase as provided in the Breakdown Schedule; however, Owner shall not be required to make payments more frequently than once per month.

All pay requests from Consultant shall be made using the pay request format supplied by Owner.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such payments based on Owner's determination of the value of the Services completed.

**ATTACHMENT B - SCOPE OF WORK**



**ATTACHMENT 1 FACILITY INFORMATION DOCUMENT**

All work under the terms of these specifications shall be completed prior to the start of each business day. The Contractor will be allowed to schedule his normal work hours between the hours as indicated below. Work during other hours will be allowed only as authorized by the District's Project Manager.

	Location	Approx. Sq. ft.	Services Days	Service Hours **
A.	General Offices 1899 West Winchester Rd. Libertyville, IL 60048	22,000 (lower level, 1 <sup>st</sup> & 3 <sup>rd</sup> floors; 7 restrooms)	Monday – Friday [5 DAYS]	6:30 pm – 5:00 am
B.	Dunn Museum 1899 W. Winchester Rd. Libertyville, IL 60048	13,000 * Include 1 <sup>st</sup> floor restrooms on Sat & Sun	Tuesday – Sunday [6 DAYS] No cleaning on Mondays	8:30 pm -5:00 am
C.	Operations and Public Safety Facility 19808 W. Grand Avenue Lindenhurst, IL 60046	20,360 (10 restrooms and 4 locker rooms)	Monday – Friday [5 DAYS]	5:00 pm – 5:00 am
D.	Ryerson Welcome Center/Education Center 21950 N. Riverwoods Road Deerfield, IL 60015	5,000 (3 restrooms)	Tuesday, Thursday Friday and Sunday [4 DAYS]	6:00 pm – 5:00 am
E.	Stevenson House and Service Building 25200 N. St. Mary's Rd Mettawa, IL 60061	1500 (3 restroom)	Mon, Wed and Fri [3 DAYS] April – October  Fridays Only [1 DAY] November - March	5:00 pm – 5:00 am

\*\* There are Fixed Holidays and Special Events to consider and this schedule will be provided by the District.

**GENERAL OFFICES**

[5 days; Monday to Friday]

<b><u>General Housekeeping (office/work areas, conference rooms, classrooms, vestibules, hallways, stairwells, Committee Room with adjoining offices, etc)</u></b>	
Gather all trash from waste baskets, insert liners, and remove to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked for disposal. Office paper recycling containers shall be emptied and deposited in designated exterior recycling dumpsters/cans/carts.	Daily
Dust tops of all divider partitions.	Weekly
Low dust all horizontal surfaces to hand height (70" above the floor).	Weekly
Remove fingerprints from doors (especially around door knobs), moldings and from around light switch plates (including washrooms and lunchrooms).	Weekly
Spot clean walls for dust/cobwebs.	Daily
Spray and wipe clean of fingerprints and beverage rings, tables, file cabinets, chairs, etc. Papers on these surfaces will not be disturbed.	Weekly
Totally clean glass on all entrance doors (inside).	Daily
<b><u>Washrooms, Sinks, Fixtures</u></b>	
Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats, urinals, hand basins, and counter areas.	Daily
Scour clean all drinking fountains, sinks, chrome fittings and fixtures using appropriate non-injurious cleaners.	Daily
Clean mirrors.	Daily
Empty all containers and insert liners.	Daily
Clean and refill all toilet paper and rolled towel dispensers	Daily
Damp clean partition doors & stalls and remove all writing and graffiti where possible.	Daily
Spot clean walls around sinks and walls around and under towel cabinets and urinals.	Daily
Damp mop floors with detergent.	Daily
Locker rooms totally clean (scrub) walls and chrome fittings with scum remover and -disinfectant to hand heights (70").	Monthly
<b><u>Employee Lounge Areas/Break Rooms</u></b>	
Clean table tops and counter tops with a disinfectant cleaner.	Daily
Scrub sink and damp clean cabinets and exterior of appliances	Daily
Clean interior and exterior of microwave ovens.	Daily
Clean out and disinfect all refrigerators the last Friday of each month. [3 refrigerators]	Monthly
<b><u>Floor Care – Resilient and Hard</u></b>	
Dust mop with treated mop, vacuum, or sweep all floor surfaces (ceramic, vinyl, wood, and concrete).	Daily
Totally damp mop all hard floor surfaces. Mats, where applicable and/or when in use, are to be picked up in entrance areas.	Daily
Sweep and damp mop elevator floor.	Daily
Sweep and damp mop stairway surfaces.	Daily
<b><u>Floor Care – Carpets</u></b>	
Vacuum all open carpeted areas – open areas are those areas that can be reached, including around and under desks and working areas.	Daily

**DUNN MUSEUM**

[6 days; Tuesday to Sunday]

<b><i>General Housekeeping (office/work areas, conference rooms, classrooms, vestibules, hallways, stairwells, etc)</i></b>	
Gather all trash from waste baskets, insert liners, and remove to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked for disposal. Office paper recycling containers shall be emptied and deposited in designated exterior recycling dumpsters/cans/carts.	Daily
Dust tops of all divider partitions.	Weekly
Low dust all horizontal surfaces to hand height (70" above the floor).	Weekly
Remove fingerprints from doors (especially around door knobs), moldings and from around light switch plates (including washrooms and lunchrooms).	Weekly
Spot clean walls for dust/cobwebs.	Daily
Spray and wipe clean of fingerprints and beverage rings, tables, file cabinets, chairs, etc. Papers on these surfaces will not be disturbed.	Weekly
Totally clean glass on all entrance doors (inside).	Daily
<b><i>Floor Care – Resilient and Hard</i></b>	
Dust mop with treated mop, vacuum, or sweep all floor surfaces (ceramic, vinyl, wood, and concrete).	Daily
Totally damp mop all hard floor surfaces. Mats, where applicable and/or when in use, are to be picked up in entrance areas.	Daily
<b><i>Floor Care – Carpets</i></b>	
Vacuum all open carpeted areas – open areas are those areas that can be reached, including around and under desks and working areas.	Daily

**OPERATIONS AND PUBLIC SAFETY BUILDING**

[5 days; Monday to Friday]

<u><b>General Housekeeping (office/work areas, conference rooms, classrooms, vestibules, hallways, stairwells, etc)</b></u>	
Gather all trash from waste baskets, insert liners, and remove to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked for disposal. Office paper recycling containers shall be emptied and deposited in designated exterior recycling dumpsters/cans/carts.	Daily
Dust tops of all divider partitions.	Weekly
Low dust all horizontal surfaces to hand height (70" above the floor).	Weekly
Remove fingerprints from doors (especially around door knobs), moldings and from around light switch plates (including washrooms and lunchrooms).	Weekly
Spot clean walls for dust/cobwebs.	Daily
Spray and wipe clean of fingerprints and beverage rings, tables, file cabinets, chairs, etc. Papers on these surfaces will not be disturbed.	Weekly
Totally clean glass on all entrance doors (inside).	Daily
<u><b>Washrooms, Sinks, Fixtures</b></u>	
Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats, urinals, hand basins, and counter areas.	Daily
Scour clean all drinking fountains, sinks, chrome fittings and fixtures using appropriate non-injurious cleaners.	Daily
Clean mirrors.	Daily
Empty all containers and insert liners.	Daily
Clean and refill all toilet paper and rolled towel dispensers	Daily
Damp clean partition doors & stalls and remove all writing and graffiti where possible.	Daily
Spot clean walls around sinks and walls around and under towel cabinets and urinals.	Daily
Damp mop floors with detergent.	Daily
Locker rooms and shower areas – totally clean (scrub) walls and chrome fittings with scum remover and quaternary disinfectant to hand heights (70").	Weekly
<u><b>Employee Lounge Areas/Break Rooms</b></u>	
Clean table tops and counter tops with a disinfectant cleaner.	Daily
Scrub sink and damp clean cabinets and exterior of appliances, including	Daily
Clean interior and exterior of microwave ovens.	Daily
Clean out and disinfect all refrigerators the last Friday of each month. [7 refrigerators]	Monthly
<u><b>Floor Care – Resilient and Hard</b></u>	
Dust mop with treated mop, vacuum, or sweep all floor surfaces (ceramic, vinyl, wood, and concrete).	Daily
Totally damp mop all hard floor surfaces. Mats, where applicable and/or when in use, are to be picked up in entrance areas.	Daily
Sweep and damp mop elevator floor.	Daily
Sweep and damp mop stairway surfaces.	Daily
<u><b>Floor Care – Carpets</b></u>	
Vacuum all open carpeted areas – open areas are those areas that can be reached, including around and under desks and working areas.	Daily

**RYERSON WELCOME CENTER**

**[4 days; Tuesday, Thursday, Friday & Sunday]**

<b><u>General Housekeeping (office/work areas, conference rooms, classrooms, vestibules, hallways, etc)</u></b>	
Gather all trash from waste baskets, insert liners, and remove to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked for disposal. Office paper recycling containers shall be emptied and deposited in designated exterior recycling dumpsters/cans/carts.	Daily
Dust tops of all divider partitions.	Weekly
Low dust all horizontal surfaces to hand height (70" above the floor).	Weekly
Remove fingerprints from doors (especially around door knobs), moldings and from around light switch plates (including washrooms and lunchrooms).	Weekly
Spot clean walls for dust/cobwebs.	Daily
Spray and wipe clean of fingerprints and beverage rings, tables, file cabinets, chairs, etc. Papers on these surfaces will not be disturbed.	Weekly
Totally clean glass on all entrance doors (inside).	Daily
<b><u>Washrooms, Sinks, Fixtures</u></b>	
Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats, urinals, hand basins, and counter areas.	Daily
Scour clean all drinking fountains, sinks, chrome fittings and fixtures using appropriate non-injurious cleaners.	Daily
Clean mirrors.	Daily
Empty all containers and insert liners.	Daily
Clean and refill all toilet paper and rolled towel dispensers	Daily
Damp clean partition doors & stalls and remove all writing and graffiti where possible.	Daily
Spot clean walls around sinks and walls around and under towel cabinets and urinals.	Daily
Damp mop floors with detergent.	Daily
<b><u>Employee Lounge Areas/Break Rooms</u></b>	
Clean table tops and counter tops with a disinfectant cleaner.	Daily
Scrub sink and damp clean cabinets and exterior of appliances, including stovetop.	Daily
Clean interior and exterior of microwave ovens.	Daily
Clean out and disinfect all refrigerators the last Friday of each month.	N/A
<b><u>Floor Care – Resilient and Hard</u></b>	
Dust mop with treated mop, vacuum, or sweep all floor surfaces (ceramic, vinyl, wood, and concrete).	Daily
Totally damp mop all hard floor surfaces. Mats, where applicable and/or when in use, are to be picked up in entrance areas.	Weekly
<b><u>Floor Care – Carpets</u></b>	
Vacuum all open carpeted areas – open areas are those areas that can be reached, including around and under desks and working areas.	Daily

**RYERSON EDUCATION CENTER**

[2 days; Tuesday & Friday for March to June, Sept to Nov /  
1 day; Friday for Jul, Aug, Dec-Feb]

<b><u>General Housekeeping (office/work areas, conference rooms, classrooms, vestibules, hallways, etc)</u></b>	
Gather all trash from waste baskets, insert liners, and remove to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked for disposal. Office paper recycling containers shall be emptied and deposited in designated exterior recycling dumpsters/cans/carts.	Daily
Low dust all horizontal surfaces to hand height (70" above the floor).	Daily
Remove fingerprints from doors (especially around door knobs), moldings and from around light switch plates (including washrooms and lunchrooms).	Daily
Spot clean walls for dust/cobwebs.	Daily
Spray and wipe clean of fingerprints and beverage rings, tables, file cabinets, chairs, etc. Papers on these surfaces will not be disturbed.	Daily
Totally clean glass on all entrance doors (inside).	Daily
<b><u>Washrooms, Sinks, Fixtures</u></b>	
Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats, urinals, hand basins, and counter areas.	Daily
Scour clean all drinking fountains, sinks, chrome fittings and fixtures using appropriate non-injurious cleaners.	Daily
Clean mirrors.	Daily
Empty all containers and insert liners.	Daily
Clean and refill all toilet paper and rolled towel dispensers	Daily
Damp clean partition doors & stalls and remove all writing and graffiti where possible.	Daily
Spot clean walls around sinks and walls around and under towel cabinets and urinals.	Daily
Damp mop floors with detergent.	Daily
<b><u>Floor Care – Resilient and Hard</u></b>	
Dust mop with treated mop, vacuum, or sweep all floor surfaces (ceramic, vinyl, wood, and concrete).	Daily
Totally damp mop all hard floor surfaces. Mats, where applicable and/or when in use, are to be picked up in entrance areas.	Daily
<b><u>Floor Care – Carpets</u></b>	
Vacuum all open carpeted areas – open areas are those areas that can be reached, including around and under desks and working areas.	Daily

**STEVENSON SERVICE BUILDING**

[3 days; Monday, Wednesday, Friday for April to October /  
1 day; Friday for November to March]

<b><i>General Housekeeping (office/work areas, conference rooms, classrooms, vestibules, hallways, stairwells, etc)</i></b>	
Gather all trash from waste baskets, insert liners, and remove to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked for disposal. Office paper recycling containers shall be emptied and deposited in designated exterior recycling dumpsters/cans/carts.	Daily
Dust tops of all exhibits	Daily
Low dust all horizontal surfaces to hand height (70" above the floor).	Daily
Remove fingerprints from doors (especially around door knobs), moldings and from around light switch plates (including washrooms and lunchrooms).	Daily
Spot clean walls for dust/cobwebs.	Daily
Spray and wipe clean of fingerprints and beverage rings.	Daily
Totally clean glass on all entrance doors (inside).	Daily
<b><i>Washrooms, Sinks, Fixtures</i></b>	
Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats, urinals, hand basins, and counter areas.	Daily
Scour clean all drinking fountains, sinks, chrome fittings and fixtures using appropriate non-injurious cleaners.	Daily
Clean mirrors.	Daily
Empty all containers and insert liners.	Daily
Clean and refill all toilet paper and rolled towel dispensers	Daily
Damp clean partition doors & stalls and remove all writing and graffiti where possible.	Daily
Spot clean walls around sinks and walls around and under towel cabinets and urinals.	Daily
Damp mop floors with detergent.	Daily
<b><i>Floor Care – Resilient and Hard</i></b>	
Dust mop with treated mop, vacuum, or sweep all floor surfaces (ceramic, vinyl, wood, and concrete).	Daily
Totally damp mop all hard floor surfaces. Mats, where applicable and/or when in use, are to be picked up in entrance areas.	Daily

STEVENSON HISTORICAL HOME

[as needed]

<b><u>General Housekeeping (office/work areas, conference rooms, classrooms, vestibules, hallways, stairwells, etc)</u></b>	
Gather all trash from waste baskets, insert liners, and remove to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked for disposal. Office paper recycling containers shall be emptied and deposited in designated exterior recycling dumpsters/cans/carts.	
Dust tops of all divider partitions.	
Low dust all horizontal surfaces to hand height (70" above the floor).	
Remove fingerprints from doors (especially around door knobs), moldings and from around light switch plates (including washrooms and lunchrooms).	
Spot clean walls for dust/cobwebs.	
Spray and wipe clean of fingerprints and beverage rings, tables, file cabinets, chairs, etc. Papers on these surfaces will not be disturbed.	
Totally clean glass on all entrance doors (inside).	
<b><u>Washrooms, Sinks, Fixtures</u></b>	
Clean, sanitize, and polish all fixtures including toilet bowls, toilet seats, hand basins, and counter areas.	
Clean mirrors.	
Empty all containers and insert liners.	
Clean and refill all toilet paper and rolled towel dispensers	
Spot clean walls around sinks and walls around and under towel cabinets.	
Damp mop floors with detergent.	
<b><u>Employee Lounge Areas/Break Rooms</u></b>	
Clean table tops and counter tops with a disinfectant cleaner.	
Scrub sink and damp clean cabinets and exterior of appliances, including stovetop.	
Clean interior and exterior of microwave ovens.	
<b><u>Floor Care – Resilient and Hard</u></b>	
Dust mop with treated mop, vacuum, or sweep all floor surfaces (ceramic, vinyl, wood, and concrete).	
Totally damp mop all hard floor surfaces. Mats, where applicable and/or when in use, are to be picked up in entrance areas.	
Sweep and damp mop stairway surfaces.	
<b><u>Floor Care – Carpets</u></b>	
Vacuum all carpeted areas	



## **ATTACHMENT 2 – CLEANING REQUIREMENTS AND DEFINITIONS OF SERVICES**

Service Provider must provide all labor, materials, equipment, transportation, machinery, supplies, tools, apparatus, incidentals, and supervision, and otherwise do all things necessary to support the expected outcomes for the janitorial services for the District.

**Specific Cleaning Requirements:** Service Provider shall perform the task descriptions that follow, which are the minimum acceptable cleaning performance standards under this Agreement:

1. **Carpet/Rug Cleaning:** All carpets/rugs shall be clean, free of spots, gum, crusted material, spillages, and removable stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Carpet cleaning by hot water extraction must be at a temperature that will kill and eliminate bacteria. Hot water extraction by truck-mount is the preferred method where applicable, portable units with heating coils must heat the water to the required temperature are to be used in areas other where a truck mount cannot be used.
2. **Carpet Spot Cleaning:** Buildup, spillage or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Spot cleaned areas shall blend with adjacent areas and the product to be used is "Spray and Walk Away".
3. **Carpet Cleaning by Thorough Vacuuming:** Prior to vacuuming, broom all edges not reached by vacuum. Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpet shall lie in one direction upon completion of the vacuuming task. Note: Prior to vacuuming area, move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
4. **Dust Mop:** Thoroughly dust mop all non-carpeted areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dust mops must be treated with water-based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to dumpster.
5. **Damp Mop:** Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean (rayon) cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.
6. **Floor Cleaning / Thorough Sweeping:** Floors shall be clean and free of trash and foreign matter. No dirt, dust shall be left in corners, behind radiators, under furniture or behind doors.
7. **Damp Mopping and Spray Buffing:** Floors shall be slip resistant, free of marks, skipped areas, streaks, and mop strands. Walls, baseboards and other surfaces shall be free of splashing and marks from the equipment. The finished area should have a uniform luster. There shall be no buildup of finish in corners. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables or chairs.

8. **Wet Mopping and Scrubbing:** The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
9. **Wet Mopping and Buffing:** Floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer.
10. **Damp Wiping:** This task consists of using a clean Microfiber cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution must contain an appropriate cleaning agent. When damp wiping in toilet areas, use a multi-purpose disinfectant and deodorizer.
11. **Stripping and Sealing:** Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.
12. **Waxing and Buffing:** Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
13. **Empty Waste Receptacles:** Empty all containers that are provided for the disposal of waste (i.e., waste baskets, sanitary napkin disposal bins, into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. Liners must be used in all waste receptacles and must be changed no less than once per month as needed not less than one time per week in an office work area. Waste containers in restrooms; break rooms, lunchrooms and conference rooms must be changed daily. and changed as needed.
14. **Restroom Cleaning:** When the restroom cleaning is taking place during the day, an approved sign must be placed at the entrance warning tenants that the restroom is closed. A schedule for closing restrooms must be established with the Facility Manager in advance.
  - a. **Fill Dispensers (Restroom Cleaning):** Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.).
  - b. **Dusting (Restroom Cleaning):** Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water-based dust control chemical, must be

used. A Yellow microfiber rags must be used for dusting. Areas not cleared by office occupant are not to be dusted. This refers to office spaces not in restroom services

- c. Disinfect (Restroom Cleaning): Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved disinfectant solution using a microfiber cloth designated for restroom fixtures only and allow to air dry.
- d. Clean and Disinfect Sinks (Restroom Cleaning): Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved creme cleanser. Rinse thoroughly as all crème cleanser residues must be removed. Then wipe each item with approved \*disinfectant solution and allow to air dry.
- e. Clean Glass and Mirrors (Restroom Cleaning): Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.
- f. Clean and Disinfect Toilets and Urinals (Restroom Cleaning): Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff-dry to a streak, smear and smudge free "shine". Leave seats in a raised position.
- g. Clean and Disinfect Walls, Doors, Partitions and Handrails (Restroom Cleaning): Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved disinfectant solution and allow to air dry.
- h. Damp Mop - Disinfectant (Restroom Cleaning): Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved disinfectant solution. Allow to air dry.

Note: All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.

15. Clean and disinfect Showers, shower walls and stalls (Restroom/Locker Room where applicable): Thoroughly clean all showers, including bottom, faucets, and spigots, with approved crème cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved \*disinfectant solution and allow to air dry.
16. Cleaning / Disinfecting Drinking Fountains: Thoroughly clean entire exterior surface with approved crème cleanser. Rinse thoroughly as all crème cleanser must be removed. Wipe entire surface with approved disinfectant solution and wipe dry utilizing a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed at all times.
17. Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Etc.): Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.
18. Cleaning, High Traffic Areas: High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated.

19. **Carpet Cleaning by Hot Water Extraction:** *Perform vacuuming, and carpet cleaning by extraction method with commercial grade equipment only (preferably truck mounted equipment). Prior to carpet cleaning all carpeting, including carpet runners, must be thoroughly cleaned as follows:*
- (a) All movable items must be removed from area(s) to be cleaned (i.e., chairs, waster receptacles, all free-standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.
  - (b) Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes
  - (c) Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and chemicals, at approved dilutions, must be used.
  - (d) All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
  - (e) Thoroughly spray all thoroughly cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer.
  - (f) Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.
20. **Spray Buff Hard Floors:** Hard floor must be properly prepared before spray buffing by removing carpet runners, dust mopping, and damp mopping hard floor areas. Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be approved and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor. Floor shall be dust mopped after scheduled spray buffing is completed. Replace carpet runners to original position post-cleaning.
21. **Strip and Refinish:** Close and properly mark area "closed" with approved signage. Remove all movable objects from area.
- (a) Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
  - (b) Thoroughly agitate all floor area to remove all old finish with approved strip pad.
  - (c) Use wet vacuum to pick up old finish and stripper.
  - (d) Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.
  - (e) Thoroughly mop rinses areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
  - (f) Allow floor to air dry.
  - (g) If any old finish remains, repeat "a" through "f".
  - (h) Continue "a" through "g" until scheduled area is properly stripped and/or rinsed.

- (i) Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
  - (j) Apply second coat of sealer as described in "i" above. Allow sealer to thoroughly dry.
  - (k) Apply top coating and second coat of approved floor finish.
22. **Scrub - Restroom Floors/Hard Surface Stairwell Floors:** Remove all movable objects from area and place approved "closed" signage to area prior to completion of task.
- (a) Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
  - (b) Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
  - (c) Use wet vacuum to pick up dirty solution.
  - (d) Thoroughly mop rinses area with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed.
  - (e) Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed a second time.
  - (f) After floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.
  - (g) Scrub all walls including partitions
23. **Wall Spot Cleaning:** Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean microfiber cloth. Also, thoroughly clean all interior glass with approved alcohol-based glass cleaner and wipe dry with clean dry microfiber cloth. All surfaces must be dirt and streak free.
24. **Dusting:** There shall be no obvious dust streaks. Corners, crevices, molding and ledges (including heating) shall be free of all obvious dust. There shall be no oils, spots or smudges on desk or dusted surfaces. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water-based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc. Do not move dusting residue from spot to spot but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.
- (a) Leave no dust streaks.
  - (b) Leave corners, crevices, molding and ledges free of dust and cobwebs.
  - (c) Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
25. **Horizontal surfaces:** include, but are not limited to, counter tops, file cabinets, tables, coat-racks, etc. Do not disturb work papers. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc. Window hangings are either Venetian blinds or drapes. Dust Venetian blinds. Lightly vacuum drapes.
26. **Remove Recyclable Paper (as applicable):** Pick up all recyclable paper from marked containers centrally located throughout the building and remove to designated containers in the loading dock area. This does not include individual boxes on desks.
27. **Clean Air Bars and Vents:** Vacuum excess dust and dirt from air bars. Damp wipes clean with approved disinfectant solution and wipe dry.
28. **Glass Cleaning (Lobby):** Glass Cleaning is a part of the overall task of lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby glass, including doors and windows (to the limit of reach

from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door or window to accomplish clean glass.

29. **Emergency clean up:** The Site Supervisor shall assign, when and where needed, cleanup duties to the Service Provider when an emergency occurs. These assignments will be tracked through the client work order system.
30. **Rubbish Removal:** Rubbish from a central location is the responsibility of The District. Service Provider must bag all waste material and place inside exterior containers provided for that purpose.
31. **Consumable Supplies:** The District will be responsible for the purchase and supply of all paper and consumable products.
32. **Facility Condition Issues:** Facility conditions observed by the Service Provider and that may be questionable or deemed not acceptable (i.e., burned out lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.) must be reported by Service Provider's staff to The District Project Manager by written notification on the date of observation.

**General Requirements:** When performing the work described above, the Service Provider must adhere to these general requirements:

- The Service Provider shall use no products, supplies or equipment that will result in damage or injury to the surface to which they are applied. The Service Provider shall be liable for restoring, repairing or replacing any equipment or surfaces if damaged.
- No experimentation with products, supplies or equipment shall be performed at District facilities without prior written approval of The District. This approval shall in no way limit the liability as defined above.
- The Service Provider shall provide their own equipment to accomplish all services. The cost to replace/repair any equipment damage caused by the Service Provider personnel beyond normal wear and/or usage will be the responsibility of the Service Provider. Said equipment is not to be removed from site.

### **ATTACHMENT 3 SERVICE PROVIDER'S RESPONSIBILITIES**

#### **Adherence to All Local, State and Federal Laws and Requirements**

The Service Provider shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by OSHA, EPA, and the District.

The Service Provider is obligated to ensure that the work is performed in accordance with all applicable statutes, ordinances, rules and regulations. Contractor is obligated to perform the work in compliance with all statutes, regulations, executive orders, and other laws related to COVID-19 ("COVID-Related Laws").

The Service Provider shall submit to the District a written plan detailing Service Provider's plans and procedures for complying with COVID-Related Laws, including a plan for implementing safety precautions during performance of the work ("COVID-19 Safety Plan"). Service Provider's COVID-19 Safety Plan shall, without limitation, (i) require "social distancing" and the use of face masks, (ii) limit the size of gatherings, and (iii) address all restrictions and recommendations contained in COVID-Related Laws, including without limitation the Governor's executive orders. Also, please revise and resubmit to the District your COVID-19 Safety Plan as often as necessary during the performance of the work to account for changes in COVID-Related Laws.

#### **Personnel**

It is essential that the Service Provider provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Service Provider must agree to assign specific individuals to the key positions of Project manager and Supervisor(s). The Service Provider agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.

If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Service Provider shall immediately notify the District, and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

#### ***A. Supervisors***

The Service Provider shall provide qualified, **English-speaking supervision** in all areas of operations. The supervision team shall work with the District personnel in planning and scheduling work for completion of tasks. The Service Provider shall furnish only employees who are authorized, competent and skilled for work under this contract.

The Service Provider shall designate in writing the name of the person assigned as the Service Provider's Project manager with full authority to administer the terms of this contract. The Service Provider's Project manager shall have the capability to receive requests by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Service Provider's Project manager. This representative should be available Monday through Friday 7:30 a.m. through 5:00 p.m.

The Service Provider's Project manager shall be the overall contract supervisor. Working level supervisors shall verify the cleanliness of facilities prior to releasing Service Provider personnel each day. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Supervisors shall have been trained in supervision as well as technical training in janitorial services. Any violation by the Service Provider's personnel of these requirements, or others established by The District,

shall result in the removal of the employee from this contract. Termination of this contract may result for repeated non-compliance of these requirements.

***Note:** Service Provider Project manager shall meet with the District's designee at a time to be agreed upon for administration of work, including review of inspection reports. District staff will be responsible for completing periodic inspection reports on all facilities. At a minimum, Quarterly Business Reviews will be conducted every 90 days to ensure the contract requirements are being met and the continuous improvement goals are being achieved.*

**B. Cleaning Staff**

Personnel employed by the Service Provider shall be competent, trustworthy and properly trained for the work requirements. The Service Provider and employees shall be required to comply with all applicable laws and regulations, as directed, and full cooperation shall be expected and required at all times. Service Provider shall notify the District immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When, in the opinion of the District, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

1. **Background Check:** The Service Provider's employees who will work in buildings owned by the District shall be required to be cleared through a thorough background check procedure prior to employment. The cost of this background check will be the responsibility of the Service Provider. Upon receipt of notice of award from the District Purchasing Supervisor, the Service Provider must supply personnel written documentation within fourteen (14) working days.
2. **Health:** All personnel shall be in good health and free of contagious diseases. Service Provider shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Service Provider allow the use or presence of alcohol or drugs on the premises or in the building.
3. **Identification and Uniforms:** All personnel shall wear uniforms (logo t-shirt or smock is acceptable), furnished by the Service Provider, at all times during the performance of this work. The personnel will at all times be clean and neat in appearance. Closed-toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on District property. The Service Provider's employees are required to provide proper identification when requested by District personnel. Any employee that does not comply with this requirement shall be required to leave District facilities. There is no exception to this requirement, which is to ensure only authorized Service Provider employees are in District facilities.
4. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.
5. **Training:** Service Provider shall have an ongoing training program for all staff. Service Provider shall provide only personnel that have been fully trained for performance of this work and certified by an accredited agency for the performance of carpet cleaning and floor care. The Service Provider's employees shall be trained in the following areas, prior to being assigned to work under this contract:



- Proper cleaning techniques required to perform the standards of the specifications, in accordance with this contract;
- Specific location training. Please note that staff assigned to the Operations and Public Safety Building will require additional training, both for police procedures and in cleaning techniques;
- Contract specification cleaning requirements, including the use of Green Seal certified cleaning products and other methods (micro-fiber clothes, etc.) to reduce the use of chemicals.
- All janitorial contract personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial company. Records to substantiate these requirements must be made available to the District within 24 hours of a request.

**6. Nondiscrimination:** The Service Provider shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons.

**C. *Employee List***

The Service Provider shall provide to the District's Project Manager or designee an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work and must include full names and confirmation date of background check. Changes to the list shall be reported, in writing, within one working day. Employees terminated by the Service Provider shall be reported the same day to the District, unless it is after hours, then the next business morning shall be acceptable.

**D. *Removal of Staff***

The District requires the Service Provider to remove all Service Provider personnel from the District property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the District, an employee of the Service Provider is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on the District property, or is otherwise unsatisfactory, upon the District request, the Service Provider shall remove that employee from all work under this contract. It is the responsibility of the Service Provider to provide the proper training for their employees.

**E. *Backup Staff***

The Service Provider shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The District reserves the right to request additional backup staff as deemed necessary.

**F. *Unauthorized Personnel***

Employees of the Service Provider shall not be assisted nor accompanied by any individual that is not an employee of the Service Provider, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Service Provider that violate this stipulation shall be deemed objectionable to the District and shall not be allowed to work in the District facilities.

**G. *Prohibited Items***

Service Provider's employees shall be prohibited in the use or possession of the following items while working on the District premises: guns, knives, other weapons, alcohol and/or controlled substances. Service Provider's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from the District facilities and replaced with acceptable personnel.

**H. *District & Personal Property of District Personnel***

The Service Provider shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the District and against unauthorized use of the District and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the District facilities. The Service Provider shall be responsible to see that Service Provider's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Service Provider's supervisor. The supervisor shall return the item(s) to the District's Project Manager within twenty-four (24) hours.

**I. *Telephones***

District telephones shall not be used by the Service Provider or its employees for personal or business reasons, with the exception of requesting emergency medical aid, fire or need of law enforcement, (use '911').

**J. *Care of Facilities***

Service Provider's employees shall regularly observe the general condition of all buildings and report problem areas to Service Provider's supervisor or lead custodian. Service Provider shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Service Provider's employees shall notify the appropriate authorities by dialing 911 and shall then contact the District's project manager, or his designee, immediately. Service Provider shall report all required non-emergency repairs by contacting the District's project manager, or his designee.

**K. *Security***

Service Provider's personnel shall not be allowed in the District facilities outside of normal business hours unless they are performing work for the Service Provider. All Service Provider personnel are required to provide proof of identity when requested to do so by District personnel. Keys shall not be left in the door locks. The Service Provider shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the District project manager or his/her designee. All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility.

**L. *Keys & Badges***

The Service Provider shall be issued building keys & ID badges, where applicable, for the performance of services as specified herein. Keys required by the Service Provider will be furnished by the District to designated Service Provider employee and shall be returned to the District on demand. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the Service Provider is in the space. The Service Provider is not to block open occupant or exterior doors for any reason. The Service Provider is not to assist entry of anyone except Service Provider, employees or Police/Fire personnel. Close and lock any exterior windows. Service Provider's personnel shall immediately report to their supervisor and the District personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Service Provider's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

Should a lost or stolen key or badge jeopardize the security of the particular the District facility, the Service Provider shall be solely responsible for all costs incurred by the District in re-keying the lock system. No keys shall be duplicated.

**M. *Alarm System:***

Where applicable, the Service Provider shall be charged a minimum of one hundred dollars (\$100.00) per call-out should Service Provider, while in the process of entering or leaving the facility, misuse the security alarm system that results in a false alarm and an unneeded response by security officials.

**N. *Damages:***

The Service Provider will be responsible for all damages to the facility or contents caused by the Service Provider or their staff during the performance of their duties.

**O. *Removal of items:***

The Service Provider's employees shall not remove any items from the job sites except that which has been specifically authorized by the District in writing.

**P. *Energy Conservation:***

Service Provider shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures ONLY IN THE AREAS where work is in progress, and turning off all lights when work is completed.

**Q. *Safety Program***

The Service Provider shall institute a safety program and submit a written plan to the District. This program shall include at a minimum, detailed training procedures in the following:

1. Safe work habits
2. Safe use of cleaning chemicals (right-to-know, SDS Sheets)
3. Safe use of cleaning equipment
4. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment
5. Proper handling of hazardous materials and biological waste (blood-borne pathogens)
6. Recognizing hazardous or other materials, which are not allowed for use in this contract

**R. *Safety Procedures***

All cleaning chemicals shall be stored in properly labeled containers at all times.

1. The Service Provider shall provide a floor care procedure using products that meet American Society of Testing Materials (ASTM) and CSMA standards.
2. Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the District facilities. Documentation of training completion shall be submitted to the District's Project Manager.

**S. *Tools & Equipment***

The Service Provider shall furnish and maintain all equipment necessary for properly maintaining the District buildings. Service Provider shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment for use in the District facilities. The District reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the Service Provider's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

The District shall have the right to prohibit the use of any process, material, supply or tool which may damage the District property, or which may be a risk to employees, the public, or others using the District facilities.

The Janitorial Services Service Provider shall provide all other chemicals, supplies, and equipment. All cleaning chemicals and other supplies used by the Janitorial Services Service Provider must be used in accordance with all federal, state, and local laws, comply with Safety Data Sheets (SDS) standards and be used in conjunction with necessary safety equipment. Safety Data Sheets (SDS) must be on-site and available for all chemicals stored and used within a service area on the first day of the contract. This shall include labeling the contents of all secondary type plastic bottles or containers. The District would prefer the use of "Green Seal" or other nonhazardous/biodegradable cleaning products in all of its buildings where possible.

The District will supply all toilet paper, paper towels, toilet seat covers, sanitary napkins and disposable bags, hand soap, and urinal screens. Janitorial closets located in District facilities will be assigned for storing supplies. The closets used by Service Provider shall be kept clean and free of debris and odor at all times. All supplies and equipment stored in any District janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to District staff, the public, or Service Provider's employees. The Service Provider will be required to sign out for District supply items. Any use of the District supply items will be closely monitored by the District's project manager, any unauthorized usage of District supply items by the Service Provider will be grounds for immediate termination of the contract.

June 23, 2023

**ADDENDUM #2  
RFP #23019  
JANITORIAL SERVICES**

NOTE THE FOLLOWING QUESTIONS, CLARIFICATIONS, REVISIONS, AND/OR ADDITIONS TO THE BID DOCUMENTS.

<p><b>QUESTION #1</b> What is the square footage of carpeting?</p>	<p>RESPONSE General Offices: 27,000 sq ft Operations &amp; Public Safety: 15,000 sq ft Ryerson Visitor Center: 3,000 sq ft</p>
<p><b>QUESTION #2</b> In the scope of work provided, Sec 3 states that supplies will be provided. What will be provided specifically so we can accommodate the facility with any other supplies needed? These can include supplies such as chemicals, rags, paper product, carpet shampoo etc.</p>	<p>RESPONSE Paper goods and trash bags provided</p>
<p><b>QUESTION #3</b> Are there any lighting covers/fixtures that exceed the height of 25 ft?</p>	<p>RESPONSE Not in scope, if cleaning is needed at those heights we can ask for out of scope invoice or we can do in house.</p>
<p><b>QUESTION #4</b> The Dunn Museum says it is to be cleaned 6x/per week but the other document states 5X per week. Can we get clarification?</p>	<p>RESPONSE 6x per week they are closed on Mondays.</p>
<p><b>QUESTION #5</b> Is union labor required for the District?</p>	<p>RESPONSE Union and prevailing wages are not required.</p>
<p><b>QUESTION #6</b> How many people are housed at the Operations facility?</p>	<p>RESPONSE Approximately 100.</p>

<p><b>QUESTION #7</b> Do the windows also need to be cleaned as part of the contract?</p>	<p>RESPONSE Exterior windows not in scope, only entrance exterior windows.</p>
<p><b>QUESTION #7</b> Is the entrance of 1899 W Winchester considered part of the Dunn Museum or General Offices?</p>	<p>RESPONSE General Offices.</p>
<p><b>QUESTION #7</b> Will strip &amp; Waxing be included or billed as an extra?</p>	<p>RESPONSE Strip and wax extra, as of now I do not want any finish on floors but that can be discussed as an extra if we determine we can properly maintain the flooring.</p>
<p><b>QUESTION #7</b> Confirming you want to include bonnet cleaning of all carpet area's 1x year?</p>	<p>RESPONSE Bonnet cleaning once a year.</p>
<p><b>QUESTION #7</b> Deep carpet extraction will be extra?</p>	<p>RESPONSE Extra.</p>
<p><b>QUESTION #7</b> If strip &amp; waxing and deep carpet extraction will extra, do you want us to show the cost per square foot on the pricing page?</p>	<p>RESPONSE Please provide detail costs where applicable.</p>
<p><b>QUESTION #7</b> Does the District have a schedule for fixed Holidays and special events?</p>	<p>RESPONSE Fixed holidays, special events vary. Will provide annual blanket PO for outside scope work separate.</p>
<p><b>QUESTION #7</b> RYERSON shows service will be 3 days/wk, on attachment 1 it has RYERSON to be serviced 4 days/wk, can you please confirm which is correct?</p>	<p>RESPONSE Ryerson 5 days a week , Monday – Friday.</p>

## CORRECTION TO SUBMISSION INFORMATION

Number of Copies and Submission of Proposals. The Respondent must submit their response in the below fashion, pricing proposals are to be separated from complete response:

Please follow the steps below to upload your electronic bid submission:

1. Go to [www.lcfd.org/purchasing/](http://www.lcfd.org/purchasing/)
2. Click on 'View Current Forest Preserve Purchasing Opportunities'
3. Under the OPEN tab, click on 23019 for Janitorial Services
4. In the Document Upload tab, you will be able to upload your bid submittal.
  - a. Fill out all required information [note that year, date and time are grayed out as they are auto-populated]
    - i. Be sure to enter 23019 for the Spec Number
    - ii. Complete the vendor information in its entirety.
  - b. Select 'Click here to Upload your submittal' to then browse your computer and select the appropriate file and attach by selecting 'Open.'
    - i. Multiple files can be uploaded if needed, each file can be no more than 4MB.
    - ii. If the wrong file was selected, you can remove if needed.
  - c. Select 'SUBMIT' to complete the document upload process.
5. A screen that says 'Saving Form: The form is being saved' will appear and then you will be re-directed to the District Purchasing website.
6. An email will be generated from the upload and should be received within a few minutes of submittal.

The email will be generated from 'obdistserv@lcfd.org' so please allow that email address and add it to your safe senders list.

**END OF ADDENDUM**

June 29, 2023

**ADDENDUM #3  
RFP #23019  
JANITORIAL SERVICES**

NOTE THE FOLLOWING QUESTIONS, CLARIFICATIONS, REVISIONS, AND/OR ADDITIONS TO THE BID DOCUMENTS.

<b>QUESTION #1</b> What is the separate square footage for each Ryerson location since you are asking for a separate price on the price proposal sheet?	<b>RESPONSE</b> Ryerson welcome center 5440 sq ft. Ryerson Education Center 3100 sq ft.
<b>QUESTION #2</b> Ryerson Education Center is it 3 or 4 days a week?	<b>RESPONSE</b> 4 days.

SUBMISSION EXTENSION DATE

Proposals must be received at the above address by 11:00 a.m. CST on July 6, 2023.

END OF ADDENDUM



**ATTACHMENT C - KEY PERSONNEL**

1. KEY PROJECT PERSONNEL – OWNER

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	EMAIL
Brian Wing	Superintendent of Fleet and Facilities	847-968-3416	847-864-8520	bwing@lcfpd.org
Dan Stearns	Director of Facilities	847-968-3485	847-561-7992	dstearns@lcfpd.org

2. KEY PROJECT PERSONNEL – CONSULTANT

NAME	TITLE	TELEPHONE NUMBER OFFICE	TELEPHONE NUMBER MOBILE	EMAIL
Lindsay Reuding	Chief Executive Officer	847-863-1083	847-863-1083	lrueidig@ebmclean.com
John Dadevski	Vice President & General Manager	847-807-9299	847-807-9299	jdadevski@ebmclean.com
Jim Shirley	Operations Manager	480-433-4043	480-433-4043	jshirley@ebmclean.com