

RESOLUTION NO. R2020-51

**A RESOLUTION APPROVING THE EXTENSION OF THE AGREEMENT
WITH CRYSTAL MAINTENANCE SERVICES CORPORATION FOR
THE PROVISION OF CLEANING SERVICES**

WHEREAS, pursuant to Resolution R2017-32, the City entered into an agreement (“**Agreement**”) with Crystal Maintenance Services Corporation (“**Consultant**”) for the provision of cleaning services at certain City facilities (“**Services**”); and

WHEREAS, the 2017 Request for Proposals for the Services contemplated an original three-year term with two additional one-year terms upon the mutual agreement of the parties; and

WHEREAS, on June 1, 2020, the City adopted Resolution R2020-35, approving a first amendment to the Agreement to add additional cleaning days to the Services; and

WHEREAS, the original term of the Agreement expires on October 31, 2020; and

WHEREAS, Contractor submitted a proposal to continue to provide the Services for a two-year extension term in the not-to-exceed amount of \$35,820.00 per year; and

WHEREAS, the City and Contractor desire to amend the Agreement to enter into a two-year extension term beginning November 1, 2020 and ending October 31, 2022 at the price proposed (“**Second Amendment**”); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Second Amendment to the Agreement with Contractor;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Second Amendment. The Second Amendment to the Agreement with Contractor is hereby approved in the form attached to this Resolution as Exhibit A.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Second Amendment to the Agreement

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
SECOND AMENDMENT

**SECOND AMENDMENT TO SERVICE AGREEMENT
BETWEEN THE CITY OF WARRENVILLE AND
CRYSTAL MANAGEMENT & MAINTENANCE SERVICES, CORP**

THIS SECOND AMENDMENT (“*Second Amendment*”), dated as of August 17, 2020, to that certain Service Agreement dated as of September 18, 2017 (“*Contract*”), between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“*City*”), and **CRYSTAL MANAGEMENT & MAINTENANCE SERVICES, CORP.** (“*Consultant*”).

RECITALS

WHEREAS, on September 18, 2017, the City and the Consultant entered into the Contract pursuant to which the Consultant provides janitorial services at various locations for the City (collectively, “*Services*”), as such Services are further described in the proposal attached to the Contract as Exhibit A; and

WHEREAS, the original Contract term began November 1, 2017 and ends October 31, 2020 (“*Term*”); and

WHEREAS, on June 1, 2020, the City Council approved Resolution R2020-35, approving a first amendment to the Contract to add additional cleaning days to the Services (“*First Amendment*”); and

WHEREAS, the City and the Consultant desire to amend the Contract to extend the term of the Contract from November 1, 2020 to October 31, 2022 in accordance with the provisions of this Second Amendment and the Contract;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are hereby incorporated into, and made a part of, this Second Amendment as if fully set forth herein.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this Second Amendment have the meanings set forth in the various provisions of this Second Amendment. If a word or phrase is not specifically defined in this Second Amendment, it has the same meaning as in the Contract.

B. Rules of Construction. Except as specifically provided in this Second Amendment, all terms, provisions and requirements contained in the Contract remain unchanged and in full force and effect. In the event of a conflict between the text of the Contract, the text of

the First Amendment and the text of this Second Amendment, the text of this Second Amendment controls.

SECTION 3. EXTENSION TERM.

The Contract is hereby amended to authorize the Parities, by mutual written agreement, to enter into a two-year extension term (“*Extension Term*”). The City and the Consultant hereby extend the Contract for the Extension Term, which will begin November 1, 2020 and end on October 31, 2022.

SECTION 4. SCOPE OF WORK; AGREEMENT AMOUNT.

Without modification of any of the other terms and provisions of the Contract, the Consultant acknowledges and agrees that the Consultant will:

- A. Continue to perform the Services during the Extension Term in accordance with and at the prices set forth in the Proposal attached to and made a part of this Second Amendment as **Exhibit 1**; and
- B. Perform the Services in accordance with and pursuant to the Janitorial Services Specifications in the City’s Request for Proposals dated July 28, 2017.

SECTION 5. REPRESENTATIONS.

A. By City. The City hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have been properly authorized to do so by the City Council of the City of Des Plaines; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

B. By Consultant. The Consultant hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have full authority to bind the Consultant to the obligations set forth in this Second Amendment and to so act on behalf of the Consultant; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of the Consultant enforceable in accordance with its terms.

SECTION 6. COUNTERPART EXECUTION.

This Second Amendment may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Contract as of the day and year first above written.

CITY:

CITY OF WARRENVILLE,
an Illinois home rule municipal corporation

By: _____
John M. Coakley
City Administrator

CONSULTANT:

CRYSTAL MANAGEMENT AND MAINTENANCE SERVICES, CORP.

By: _____
Its: _____

#37118768_v1

EXHIBIT 1

PROPOSAL



Crystal Maintenance Services, Corp

1699 Wall St, Suite 112 Mt. Prospect, IL 60056

Phone (847) 228-6555, Fax (847) 228-6588

August 12, 2020

CUSTOMIZED PROPOSAL FOR 1ST AND 2ND YEAR EXTENSION

FACILITY	MONTHLY COST	ANNUALY COST
City Hall 28 W 701 Stafford Place, Warrenville , IL 3 (three) days per week, Monday- Wednesday - Friday	\$ 820.00	\$ 9,840.00
Police Station 3 S 245 Warren Ave, Warrenville, IL 4(four) days per week, Monday- Wednesday- Friday-Saturday	\$ 1,065.00	\$ 12,780.00
Public Works Facility 3 S 346 Mignin Drive, Warrenville , IL 3(three) days per week. Monday-Wednesday- Friday	\$ 755.00	\$ 9,060.00
Albright Studio (Museum) 3 S 540 Second Street, Warrenville, IL 1(one) day per week	\$ 75.00	\$ 900.00
Cerny Park Restroom Areas River Rd & Forestview Dr 5(five) days per week	\$ 270.00	\$ 3,240.00
TOTAL COST	\$ 2,985.00	\$ 35,820.00

In this cost CRYSTAL MANAGEMENT & MAINTENANCE has included all the areas listed in your specifications for janitorial services and according to your requirements.

Monika Talar

General Manager
Crystal Maintenance Services, Corp.



Crystal Maintenance Services, Corp

1699 Wall St, Suite 112 Mt. Prospect, IL 60056

Phone (847) 228-6555, Fax (847) 228-6588

August 12, 2020

CUSTOMIZED PROPOSAL FOR 1ST AND 2ND YEAR EXTENSION

FACILITY	MONTHLY COST	ANNUALY COST
City Hall 28 W 701 Stafford Place, Warrenville , IL 5 (five) days per week	\$ 1,265.00	\$ 15,180.00
Police Station 3 S 245 Warren Ave, Warrenville, IL 5(five) days per week	\$ 1,565.00	\$ 18,780.00
Public Works Facility 3 S 346 Mignin Drive, Warrenville , IL 5(five) days per week	\$ 1,180.00	\$ 14,160.00
Albright Studio (Museum) 3 S 540 Second Street, Warrenville, IL 1(one) day per week	\$ 75.00	\$ 900.00
Cerny Park Restroom Areas River Rd & Forestview Dr 5(five) days per week	\$ 270.00	\$ 3,240.00
TOTAL COST	\$ 4,355.00	\$ 52,260.00

In this cost CRYSTAL MANAGEMENT & MAINTENANCE has included all the areas listed in your specifications for janitorial services and according to your requirements.

Monika Talar

General Manager
Crystal Maintenance Services, Corp.