

RESOLUTION NO. R2022-37**A RESOLUTION APPROVING THE THIRD AMENDMENT TO 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, on August 17, 2020, the City Council adopted Resolution R2020-51, approving a second amendment to the Agreement to extend the term of the Contract from November 1, 2020 to October 31, 2022; and

WHEREAS, the City and Consultant desire to further amend the Agreement in order to extend the term of the Agreement from November 1, 2022 and ending October 31, 2024 at the prices proposed (“**Third 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 Third Amendment to the Agreement with Consultant;

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 Third Amendment. The Third Amendment to the Agreement with Consultant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Third 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 \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

---

MAYOR

ATTEST:

---

CITY CLERK

**EXHIBIT A**  
**THIRD AMENDMENT**

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

**THIS THIRD AMENDMENT** (“*Third Amendment*”), dated as of February 18, 2022, to that certain Service Agreement dated as of November 1, 2017 (“*Contract*”), between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“*City*”), and **CRYSTAL MANAGEMENT & MAINTENANCE SERVICES, CORP.** (“*Consultant*”).

**RECITALS**

**WHEREAS**, in 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 ended 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**, on August 17, 2020, the City Council approved Resolution R2020-51, approving a second amendment to the Contract to extend the term of the Contract from November 1, 2020 to October 31, 2022 (“*Second Amendment*”); and

**WHEREAS**, the City and Consultant desire to further amend the Contract to add and enter into an additional two year renewal term from November 1, 2022 to October 31, 2024 in accordance with the provisions of this Third Amendment and the Contract;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Third 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 Third Amendment have the meanings set forth in the various provisions of this Third Amendment. If a word or phrase is not specifically defined in this Third Amendment, it has the same meaning as in the Contract.

**B. Rules of Construction.** Except as specifically provided in this Third 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, the text of the Second Amendment, and the text of this Third Amendment, the text of this Third Amendment controls.

**SECTION 3. EXTENSION TERM.**

The Contract is hereby amended to authorize the Parties, by mutual written agreement, to enter into a second two-year extension term (“*Second Extension Term*”). The City and the Consultant hereby extend the Contract for the Second Extension Term, which will begin November 1, 2022 and end on October 31, 2024.

**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 Third 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 as amended by the First Amendment.

**SECTION 5. REPRESENTATIONS.**

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

**SECTION 6. COUNTERPART EXECUTION.**

This Third 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.**

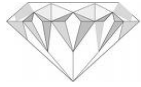
By: \_\_\_\_\_  
Its: \_\_\_\_\_

#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

February 18, 2022

## CUSTOMIZED PROPOSAL FOR 1<sup>ST</sup> AND 2<sup>ND</sup> YEAR EXTENSION

FACILITY	MONTHLY COST	ANNUALY COST
<b>City Hall</b> 28 W 701 Stafford Place, Warrenville , IL <b>3 (three) days per week, Monday- Wednesday - Friday</b>	<b>\$ 839.00</b>	<b>\$ 10,068.00</b>
<b>Police Station</b> 3 S 245 Warren Ave, Warrenville, IL <b>4(four) days per week, Monday- Wednesday- Friday-Saturday</b>	<b>\$ 1,090.00</b>	<b>\$ 13,080.00</b>
<b>Public Works Facility</b> 3 S 346 Mignin Drive, Warrenville , IL <b>3(three) days per week. Monday-Wednesday- Friday</b>	<b>\$ 770.00</b>	<b>\$ 9,240.00</b>
<b>Albright Studio ( Museum)</b> 3 S 540 Second Street, Warrenville, IL <b>1(one) day per week</b>	<b>\$ 75.00</b>	<b>\$ 900.00</b>
<b>Cerny Park Restroom Areas</b> River Rd & Forestview Dr <b>5(five) days per week</b>	<b>\$ 270.00</b>	<b>\$ 3,240.00</b>
<b>TOTAL COST</b>	<b>\$ 3,044.00</b>	<b>\$ 36,528.00</b>

In this cost CRYSTAL 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.