

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereafter "Agreement"), dated on **August 13 2019**, and is entered into by and between **Wright Way Air Duct Cleaning Corp.** (hereafter "Contractor") and PALATINE TOWNSHIP (hereafter "Township").

WHEREAS, Contractor will be performing services and work for the Township as set forth in the Proposal, attached hereto as Exhibit A, dated **August 5, 2019** (hereinafter "Contract Work");

WHEREAS, Contractor may have subcontractors, material suppliers, employees, agents, volunteers, and/or one or more of anyone acting on its or their behalf engaged in the performance of the Contract Work; and

WHEREAS, the Exhibits attached hereto, contain the terms and conditions of the engagement of the Contractor by the Township and are hereby incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees as follows:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the Contract Work, and as amended. By way of example, the following are included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor shall comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against the Township and to indemnify, protect, save, defend, and hold harmless the Township and the Township Board of Trustees, its respective officers, officials, employees, volunteers agents, successors, and/or assigns, from and against any and all claims, causes of action, damages, demands, losses, penalties, obligations, liabilities, and expenses, including, but not limited to, attorneys' and paralegals' fees, expert fees, and court costs (hereafter "Legal Fees"), arising out of or resulting from the performance of the Contractor's work and the Contract Work, provided that any such claims, causes of action, damages, demands, losses, penalties, obligations, liabilities, or expenses are attributable to (i) any act, omission, wrongful act, or negligence attributable to Contractor and/or the Contractor's subcontractors, material suppliers, employees, agents, volunteers, and/or one or more of anyone acting on its or their behalf; (ii) any accident, injury, or damage whatsoever occurring, growing out of, incidental to, or resulting, directly or indirectly, from the Contract Work and/or use of the Township's property, whether such claims, causes of action, damages, demands, losses, penalties, obligations, liabilities or expenses are contributed by a condition of the Township property itself or any equipment thereon, whether latent or patent, or from other causes whatsoever, including, but not limited to, bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use

resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property; and/or (iii) Contractor's breach or breach by Contractor's subcontractors, material suppliers, employees, agents, volunteers, and/or one or more of anyone acting on its or their behalf of any terms to this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Township would otherwise have. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, material suppliers, employees, agents, volunteers, and/or one or more of anyone acting on its or their behalf under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. This obligation to defend, hold harmless, and indemnify shall survive the expiration and/or termination of this Agreement. Nothing herein shall be construed to represent a waiver of any privileges and immunities granted, by statute or common law, to the Township as a unit of local government. The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Township and the Township Board of Trustees, its respective officers, officials, employees, volunteers agents, successors, and/or assigns and agrees not to make any claim or demand for such damages against the Township and the Township Board of Trustees, its respective officers, officials, employees, volunteers agents, successors, and/or assigns.

3. To keep in force, to the satisfaction of the Township, at all times during the performance of any work referred to above, Workers' Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

a. Workers' Compensation:

i. State: Statutory

ii. Federal: Statutory

iii. Employer's Liability:

1. \$500,000.00 Per Accident

2. \$500,000.00 Disease, Policy Limit

3. \$500,000.00 Disease, Each Employee

b. Commercial General Liability:

i. \$2,000,000.00 General Aggregate

ii. \$2,000,000.00 Products Completed Operations Aggregate

- iii. \$1,000,000.00 Personal and Advertising Injury
 - iv. \$1,000,000.00 Each Occurrence
 - v. \$5,000.00 Medical Expense (any one person)
- c. Business Automobile Liability (including owned, non-owned and hired vehicles):
- i. Bodily Injury:
 - 1. \$1,000,000.00 Per Person

4. All policies of insurance purchased or maintained in fulfillment of Section 3 shall name the Township as an additional insured thereunder and the Contractor shall provide Certificates of Insurance evidencing the coverages and the addition of the Township as an insured. Contractor shall furnish to the Township original Certificates of Insurance evidencing the required coverage to be in force on the date this Agreement is entered into, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurrence during the term of this Agreement. Contractor shall submit evidence on insurance prior to entering into the Agreement. The receipt of any certificate does not constitute agreement by the Township that the insurance requirements in the Agreement have been fully met or that the insurance policies on the certificate are in compliance with all Agreement requirements. The failure of the Township to obtain certificates or other insurance evidence from the Contractor shall not be deemed to be a waiver by the Township. The Contractor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve the Contractor of its obligations to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the Township retains the right to terminate the Agreement until proper evidence of insurance is provided. The insurance shall provide for thirty (30) days prior written notice to be given to the Township in the event coverage is substantially changed, cancelled, or non-renewed. Any and all deductibles or self-insured retention on referenced insurance coverages shall be borne by the Contractor. The Contractor agrees that insurers shall waive their rights of subrogation against the Township and the Township Board of Trustees, its respective officers, officials, employees, volunteers agents, successors, and/or assigns. The Contractor expressly understands and agrees that any coverage and limits furnished by the Contractor shall in no way limit the Contractor's liabilities nor the Contractor's subcontractors, material suppliers, employees, agents, volunteers, and/or one or more of anyone acting on its or their behalf's liability and responsibilities specified within the Agreement documents or by law. The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the Township shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement. The required insurance shall not be

limited by any limitations expressed in the liability language herein or any limitation placed on the liability therein given as a matter of law. The Township maintains the right to reasonably modify, delete, alter, or change these requirements. The Township shall provide the Contractor with thirty (30) day prior written notice of such modification, deletion, alteration, or change of these requirements. All insurance shall be written on an occurrence basis rather than a claims-made basis. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Township. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.

5. To the fullest extent permitted by law, Contractor assumes all liability for claims, causes of action, damages, demands, losses, penalties, obligations, liabilities, or expenses from any personal injury, personal loss, economic loss, or damage to property, intellectual, personal, and real, arising out of or attributable to the Contract Work and/or use of the Township property. Contractor is aware of the risks associated with the Contractor Work and/or use of the Township property, and the Contractor voluntarily assumes those risks in consideration of the Agreement herein granted. The Township shall not be liable for any damage occasioned from the Contract Work and/or use of the Township property. Contractor agrees to indemnify, protect, save, defend, and hold harmless the Township from any claims, causes of action, damages, demands, losses, penalties, obligations, liabilities, or expenses as a result of the Contract Work and/or use of the Township property. Furthermore, the Township shall not be liable for damages of any kind in the event the Township property becomes unusable by the Contractor for any reason whatsoever.
6. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law. The Contractor will in every respect comply with the terms and provisions of this Agreement, as well as the ordinances, rules, and regulations of the Township as well as with all applicable laws, including the laws of any municipality in which the Contract Work is located. Contractor shall obtain at its sole cost any and all bonds, permits, and approvals from any federal, state, and/or local government and/or agency and/or body thereof that has jurisdiction over the Contract Work.
7. To the extent that the Prevailing Wage Act applies, to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the

Township. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the Township as required by Statute. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Township against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

8. Contractor agrees to maintain, without charge to the Township, all records and documents for projects of the Township in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Township under the Freedom of Information Act so that the Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Township and if possible, the Township shall request an extension so as to comply with the Act. In the event that the Township is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Township harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
9. This Agreement shall be binding upon and inure to the benefit of the Township and the Contractor and their respective successors and assigns. Notwithstanding the foregoing, the Contractor shall not assign, lease, or sub-lease this Agreement or any portion thereof without the express written consent of the Township which the Township may withhold in its sole and absolute discretion. Any such assignment shall be null and void.
10. Contractor expressly acknowledges that the Township makes no representation or warranties, express or implied, as to the adequacy, fitness, or condition of the Township properties where the Contract Work shall take place, for the purposes set forth herein, or for any other purpose or use, expressed or implied, by Contractor. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITATBILITY ARE HEREBY EXCLUDED. Contractor accepts use of the Township properties and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Contractor acknowledges that Contractor has inspected the Township properties and is satisfied as to the adequacy, fitness, and condition thereof. Further, Contractor expressly acknowledges the Township shall not provide any training regarding the Township property, use of the Township property, or any hazards contained therein.
11. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to Township arising out of this Agreement shall be that of an independent

contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venture, and/or agent of Township, and therefore is not entitled to any benefits provided to employees of Township. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of Township for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of Township. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of Township, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Contractor shall at all times have sole control over the manner, means and methods of performing the Contract Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Township shall not have any control over, change of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Contract Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Contract Work efficiently with its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees and all other persons who may be affected thereby.

12. All payments under this Agreement shall be based on the previous determined contract price between Township and Contractor. See payment terms attached hereto as Exhibit A.
13. This Agreement sets forth the entire understanding of the Township and the Contractor. The Township and the Contractor agree there shall be no change or modification to this Agreement unless any such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. The Township and the Contractor agree that the titles of the items in this Agreement, hereinabove set forth, are for conveniences of identification only and shall not be considered for any other purpose. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall take place in the Circuit Court of Cook County, Illinois. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third-party. Nothing in this Agreement shall be construed or interpreted in any way as

a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the Township and/or the Township Board of Trustees, its respective officers, officials, employees, volunteers agents, successors, and/or assigns, as to any claims, causes of action, damages, demands, losses, penalties, obligations, liabilities, or expenses of any kind or nature whatsoever. If any clause, phrase, provision, or portion of this Agreement to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

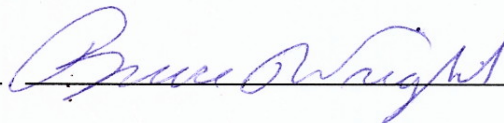
IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Township, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Township.

This agreement shall be in full force and effect from the **13th day of August 2019** until it is terminated by the Township.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this **13th day of August, 2019**.

PALATINE TOWNSHIP

CONTRACTOR - PAGES 1-7



Sharon Langlotz-Johnson

BRUCE WRIGHT

Print Name

Print Name

Supervisor

PRESIDENT

Title

Title



Exhibit A

Wright Way Air Duct Cleaning Corp
 240 Green Ct Streamwood IL 60107
 TEL: 847-975-3836
 EMAIL: WEARETHEWRIGHT1@WOWWAY.COM
 Web: wrightwayairductcleaning.com

PROPOSAL

DATE: 8/5/19	CUSTOMER NAME: Palatine Township 721 S Quentin Rd Suite 101 Palatine IL 60067 Contact: Kenneth Lopez/administrator
Email: klopez@palatinetownship.com Tel# 847-358-6700	JOB SITE: 721 S Quentin Rd Palatine IL 60067

SCOPE OF WORK

- (A) The scope of work for this project will include cleaning of a 10 system Ductwork to include to the following areas:
 - a. Day Care Center at 8,383 SF
 - i. Air duct cleaning must be performed the week of August 25, 2019, and completed on August 30, 2019
 - b. Bridge Office at 5,106 SF
 - c. Food Pantry at 1,194 SF
 - d. Common Area (Meeting Room #2 and Patriot Room) at 2,417 SF
- (B) Wright Way Air Duct Cleaning be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.
- (C) The HVAC system includes any interior surface of the facility’s air distribution system for conditioned spaces and/or occupied zones. This includes all Heating, Ventilating and Air Conditioning systems from the points where the air enters the system to the points where the air is discharged from the system.
- (D) The process will require (1-2 Day) to complete said Cleanings.

HVAC SYSTEM INSPECTION AND SITE PREPARATIONS

- (A) HVAC System Component Inspections
 Prior to the commencement of any cleaning work, the HVAC system Wright Way Corp shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork
- (B) The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, environmental engineering control measures should be implemented

1. Damaged system components found during the inspection shall be documented and brought to the attention of the management.

(C) Site Evaluation and Preparations

Wright Way Air Duct Cleaning shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project. We will work with management before the cleaning begins to determine what areas will be cleaned first as not to interfere with normal business operations.

(D) The system in the area we will be cleaning will need to be shut down during the cleaning process. All systems will be turned back on after that area is completed or at the end of each work day.

GENERAL SYSTEM CLEANING SPECIFICATIONS

(A) Containment

Debris removed during cleaning shall be collected and precautions must be taken to ensure that debris is not otherwise dispersed outside the HVAC system during the cleaning process.

(B) Particulate Collection

Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

(C) Controlling Odors

Measures shall be employed to control odors and/or mist vapors during the cleaning process.

(D) Component Cleaning

Cleaning methods shall be employed such that all HVAC system components must be visibly clean as defined in applicable industry standards. Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.

(E) Air-Volume Control Devices

Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.

(F) Service Openings

Wright Way Air Duct Cleaning will utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection. Upon inspection many of the smaller ceiling vents were rusted and should probably be replaced as they will not be able to be fully cleaned. If new vents are furnished, we will replace them.

1. We will utilize the existing service openings already installed in the HVAC system where possible.
2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.
3. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked.

(G) Ceiling Tile

Wright Way Air Duct Cleaning may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process. Upon completion of cleaning each vent new cable ties will be used to fasten the vent to the grille and trunk line if necessary. Upon Inspection Many ceiling tiles have water damage. We will be as careful as possible but Wright way will assume no responsibility for any ceiling tiles that are broke or damaged that need to be removed to access the vents or the trunk lines.

(H) Air Distribution Devices (registers, grilles & diffusers)

Wright Way Corp shall clean all air distribution devices.

HEALTH AND SAFETY

(A) Safety Standards

Wright Way Air Duct Cleaning shall comply with applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.

(B) Occupant Safety

No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

(C) Disposal of Debris

All Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state and local requirements.

Antimicrobial Agents and Coatings

1. Antimicrobial agents shall only be applied if active fungal growth is reasonably suspected.
2. Application of any antimicrobial agents used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris.
3. When used, antimicrobial treatments and coatings shall be applied in strict accordance with the manufacturer's written recommendations and EPA registration listing.
4. Antimicrobial coatings shall be applied according to the manufacturer's written instructions. Coatings shall be sprayed directly onto interior ductwork or "fogged" downstream onto surfaces.

CLEANLINESS VERIFICATION

(A) General

Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including antimicrobial agents and coatings.

(B) Visual Inspection

The HVAC system shall be inspected visually to ensure that no visible contaminants are present.

1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean.
2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.

PRE-EXISTING SYSTEM DAMAGE

Contractor is not responsible for problems resulting from prior inappropriate or careless cleaning techniques of others.

Wright Way Proposes Hereby to furnish materials and labor complete in accordance with the above specifications for the sum of: \$3000.00 (\$250 per system)

Payment is as follows: Payment upon 30 days of completion.

All Material is guaranteed to be as specified and the work will be completed in a manner in accordance to the specifications. Any and all alterations or deviations from the stated specifications involving extra costs and materials will be executed only upon written orders. These changes will turn into an extra charge, over and above the estimate. All agreements are contingent upon, strikes, accidents or delays beyond the contractor's control. Owner of the property is to carry fire, tornado and other necessary insurance. Our workers are fully insured by workman's compensation insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Note: This proposal may be withdrawn by us if not accepted within 30 days

Authorized signature: Bruce Wright- President, Wright Way Corp

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Printed Name/Title. Sharon Langlotz-Johnson Township Supervisor

Signature. _____

Date of acceptance. 08/14/2019