

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2024-0857

Contract #: 2025-0104

Start date: 12/2/2024

End date: 12/1/2025

Amount: \$ 2,867,190.00

Contingency Amount:

Department: Public Works

Total Contract Amount:

Contract Type: Contractor

Contractors Name: Trane Technologies Company LLC

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached ☐

Self-Certifying ☐

Did not disclose ☒

Contract Description: OPHFC HVAC Improvement Project - Final Approval



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Trane FOR OPHFC HVAC Improvement Project

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made the 2nd day of December, 2024, by and between the Village of Orland Park (hereinafter referred to as "VILLAGE") and Trane (hereinafter referred to as "Contractor") to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the OPHFC HVAC Improvement Project (hereinafter referred to as "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. **Scope of Work:** The Contractor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in:
 - ☒ The Contractor's Proposal/Bid No. R1-192278-24-004, and dated November 11, 2024; and/or
 - ☐ Village of Orland Park ITB/RFP/Purchase Order No. _____.which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Proposal ("RFP"), Invitation To Bid ("ITB") and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFP, ITB, and/or Purchase Order shall control.
2. **Payment:**
 - A. **Compensation:** The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:
 - ☒ the amount(s) set forth on Exhibit A (the "Contractor's Proposal");
 - ☐ the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
 - ☒ a not-to-exceed amount of \$2,867,190.00 ("Contract Price")
 - ☐ a not-to-exceed Proposal or Bid amount of \$2,867,190.00, plus \$0.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$2,867,190.00 ("Contract Price")
 - (i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$2,867,190.00. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the

1360790-02-1-16

Village on account thereof. For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

B. Invoices: The Contractor agrees to and shall prepare and submit:

- ☐ an invoice to the Village upon completion of and approval by the Village of the Work; or
- ☒ invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.

C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.

- ☒ 10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.

E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive

1360790-02-2-16

remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. **Records:** The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. **Performance and Payment Bond:** If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

A. **Performance Bond:** Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

B. **Labor and Material Payment Bond:** Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

4. **Contract Documents:** The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

- ☒ Scope of Services as set forth in the Contractor's proposal dated August 21, 2024 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)
- ☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

5. **Time is of the Essence; Dates of Commencement and Completion; Progress Reports:**

1360790-02-3-16

- A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than December 2, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than December 1, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Contractor, all dates provided by Contractor or its representatives for commencement, progress or completion are estimates only. While Contractor shall use commercially reasonable efforts to meet such estimated dates, Contractor shall not be responsible for any damages for its failure to do so.
- B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.

1360790-02-4-16

- C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.
12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
13. Insurance:
- A. Prior to Commencement of Work:
 - (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
 - (ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
 - B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

1360790-02-5-16

(i) Commercial General Liability:

- (a) \$10,000,000 combined single limit per occurrence for bodily injury, and property damage and \$10,000,000 per occurrence for personal injury. The general aggregate shall be \$10,000,000.
 - (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
 - (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ☐ Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
- (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
- (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if

1360790-02-6-16

the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).

- (v) ☐ Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
- (vi) ☐ Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
- (vii) ☐ Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
- (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
- (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- E. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements if a claim for damages or litigation arises out of the project.
- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- F. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

1360790-02-7-16

- G. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- H. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- I. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- J. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- K. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- L. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- M. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

14. Indemnity:

1360790-02-8-16

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
 - B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
 - C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
 - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
 - E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
 - F. The provisions of this Paragraph 14 shall survive any termination of the Contract.
15. Village Confidential Information:
- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 15 shall survive any termination of the Contract.
16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:
- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to

1360790-02-9-16

perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall 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 or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security

1360790-02-10-16

Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

19. **Equal Employment Opportunity:** The Contractor shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. **Certifications:** By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. **Project Documentation:** Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor t and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
22. **Independent Contractor:** It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor’s are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
23. **Prevailing Wage Act Notice [Check box that applies]:**
☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.
This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The

1360790-02-11-16

Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24. ☒ Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.
25. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.
26. Standard Specifications:
- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois

1360790-02-12-16

Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
 - C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".
27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,
28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.
29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.
31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
33. Termination: The following shall constitute events of default under this Agreement and the related Contract:
a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to

1360790-02-13-16

perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.

34. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Mike Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
Email: mmazza@orlandpark.org

To the Contractor:

Name: Timothy Reynolds
Trane
7100 S Madison Street
Willowbrook, IL, 60527
Telephone: 312-771-7436
e-mail: timothy.reynolds@trane.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

1360790-02-14-16

35. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties
36. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
37. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
38. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
40. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
41. Limitation of Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.
42. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Trane

VILLAGE OF ORLAND PARK

1360790-02-15-16

E-SIGNED by Nick Hinz
By: on 2025-02-19 00:55:42 GMT

Name: Nick Hinz

Its Upper Midwest Regional & Authorized Agent
General Manager

E-SIGNED by Jim Culotta
By: on 2025-02-25 20:26:48 GMT

Name: Jim Culotta

Title:
Interim Village Manager

EXHIBIT A
[ATTACH]

Scope of Work as set forth in Contractor's Proposal dated November 11, 2024
or Village RFP, ITB, and/or Purchase Order No. dated

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

1360790-02-16-16



TRANE®

Exhibit A

Village of Orland Park – Health & Fitness Center HVAC System Upgrades



Orland Park Health & Fitness Center HVAC System Upgrades



15430 West Ave, Orland Park, IL 60462

Proposal Prepared For:

Village of Orland Park:

- Joel Van Essen - *Director of Public Works*
- Mike Mazza - *Operations Manager - Natural Resources & Facilities*
- Scott Hiland - *Supervisor - Natural Resources & Facilities*

Date:

November 11th, 2024

Payment Terms:

Net 30

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Proposal Expiration Date:

30 Days

OMNIA Partners Cooperative Quote Number: R1-192278-24-004

OMNIA Partners Cooperative Contract Number: Trane Racine #3341

Trane® Commercial HVAC, Upper Midwest Region
7100 S. Madison Street Willowbrook, IL 60527 United States Tel (888) 770-6469

TRANE
TECHNOLOGIES



Trane® Turnkey Scope of Work

“Scope of Work” and notations within are based on the existing as-built drawings of the facility and on the multiple site surveys performed by the Trane Turnkey team with the Village of Orland Park staff’s assistance and input.

Existing Removals/Demolition

- Demo/Remove/Dispose of existing chiller, pumps, air handling units (roof mounted and in mechanical room), gas piping, flues, ductwork, and required system demolition.
- Remove/reinstall ceiling tiles & open drywall ceiling/install access to reach existing VAV boxes
- Demo/Remove/Dispose of existing VAV boxes (terminal units)
- Demo/Remove two (2) abandoned kitchen makeup air units on rooftop, cap existing curbs
- All electrical disconnects/make-safe

Furnish & Install New

- Qty 1 - Trane IntelliPak Rooftop Unit, 75-ton capacity, “RTU-6”
- Qty 1 - Trane IntelliPak Rooftop Unit, 60-ton capacity, “RTU-1”
- Qty 1 - Trane Voyager Rooftop Unit, 50-ton capacity, “RTU-3”
- Qty 1 - Trane Voyager Rooftop Unit, 27.5-ton capacity, “RTU-4”
- Qty 1 - Trane Precedent Rooftop Unit, 15-ton capacity, “RTU-5”
 - High efficiency packaged rooftop units (RTUs)
 - DX Cooling/Modulating Gas Heat
 - Roof mounted
 - Air-Side Economizers with Demand Control Ventilation
 - 100% Modulating Powered Exhaust w/ Space Pressure Control (RTU-6 Only)
- Qty 3 – Curbs for RTUs
- Qty 2 – Curb Adapters for RTUs
- Qty 47 – Trane® Variable Air Volume Terminal Units (“VAV Boxes”)
 - SCR Electric reheat
 - Wireless space temperature/CO2 sensors
 - High efficiency modulating
- Qty 1 – Gas Unit Heater in mechanical room
- Qty 1 – Trane Mini Split in gear room



- **Cranes**
- **All required hoisting, cartage, and work-planning for safe removal and installation of Equipment** (*existing access & site logistics reviewed by Trane*)
- **Remove/reinstall of existing ceiling tiles for VAV boxes**
- **In drywall ceiling areas, neatly cut access, and furnish & install access door if none exists**
- **Furnish & Install new ladders for rooftop access, Qty - 3**

- **Mechanical Installation**
 - Furnish & Install new structural reinforcement steel for new RTUs
 - Install curbs (qty 3) and curb adapters (qty 2)
 - Set/install rooftop units (RTUs), qty 5
 - Set/install gas unit heater in mechanical room
 - Set/install mini-split in gear room
 - Set/install VAV boxes, qty 47
 - New duct drop connections and transitions where required to connect to existing ductwork
 - Cap existing roof hood curbs after removal of equipment
 - Extend existing gas lines to new RTUs
 - Install new condensate drain lines
 - Supply/return/outside air ductwork in mechanical room
 - All required piping, connections for RTUs

- **Electrical Installation**
 - Re-feed power wire to new RTUs from MCC-2, qty 3
 - Reconnect power to new RTUs, qty 2
 - New 20A circuit breaker and power feed to Gas Unit Heater
 - New 90A circuit breaker and power feed to RTU-4
 - New 50A circuit breaker and power feed to RTU-5
 - New 250A circuit breaker and power feed to RTU-6
 - New 200A circuit breaker and power feed to RTU-1
 - New 150A circuit breaker and power feed to RTU-3
 - Reconnect power to VAV boxes, qty 47 (VAVs have factory fused disconnects)
 - New 20A circuit breaker, transformer, and 208V/1ph power feed to 1.5-ton Mini Split in gear room, wire indoor unit to outdoor unit, install thermostat interface
 - Wireless zone sensor installation
 - Provide BAS Controls wiring to RTUs, including reconnection of existing duct smoke detectors and new Air-Fi wireless coordinators



- **Trane Controls/BAS**

- Install five (5) RTU Air-Fi wireless coordinators with power back to existing Tracer SC+
- Install one (1) Symbio 500 with Air-Fi Exhaust Fan controller w/ enclosure in gear room
- Install one (1) Symbio 500 with Air-Fi w/ enclosure, wire to thermostat interface on mini split in gear room
- Mount Air-Fi space temp/CO2 sensor for RTU-5
- Mount Air-Fi space temp/CO2 sensor, space pressure control poly tubing to space and outdoor pickups for RTU-6
- Install forty-seven (47) Air-Fi wireless space temp/CO2 sensors for new VAV boxes
- Utilize existing Tracer SC+, remove legacy bridge, and upgrade legacy controllers
- New 3D floor plan graphics with temperatures and navigation

- **Pre-testing of AHUs supply, return, and outside air flows**

- **Pre-testing of VAV box supply air flows**

- **Post-testing of RTUs supply, return, and outside air flows**

- **Post-testing and balancing of VAV boxes air flows**

- **Trane Start-up of all equipment**

- **Final Commissioning by Trane**

Trane® Turnkey Inclusions for Village of Orland Park

- Mechanical & Electrical Engineering
- Trane Turnkey Project Manager, Single Point of Contact
- All required Installation/Subcontracting for Scope of Work items
- Engineered Design Plans provided to Village of Orland Park
- Temporary storage of all equipment, delivery to jobsite on day of installation
- Trane will assist with document prep required for Permits
- Performance and Payment Bond
- 5-year parts/labor warranty on all Trane Equipment
- 1-year labor and materials warranty on all non-Trane Equipment

General Exclusions:

- Permit costs & fees
 - Taxes
 - Asbestos abatement
 - Premium time
 - Upgrading existing non-compliant code issues outside of our Scope of Work
 - Temporary services
 - Any other services not explicitly outlined within this Proposal
-



TRANE®

Village of Orland Park – Health & Fitness Center HVAC System Upgrades

Total Turnkey Proposal Price.....\$2,867,190

Respectfully submitted,

Tim Reynolds

Account Executive

Trane® Turnkey Contracting

312.771.7436 cell

Timothy.Reynolds@trane.com

Acceptance of Proposal By

Customer: Village of Orland Park

Name

Title

Date

Signature

Purchase Order #: _____
(if applicable)

OMNIA Partners Cooperative Quote Number: R1-192278-24-004

Trane® Commercial HVAC, Upper Midwest Region
7100 S. Madison Street Willowbrook, IL 60527 United States Tel (888) 770-6469

TRANE
TECHNOLOGIES

Terms & Conditions per the Contractor Agreement between Trane and the Village of Orland Park dated December 2, 2024, will apply.



TRANE®

Village of Orland Park – Health & Fitness Center HVAC System Upgrades

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has been completed.

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11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism; war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic incursions; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors; or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or



in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. ~~Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.~~ Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial-General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial-General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully-executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer

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unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns, (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.



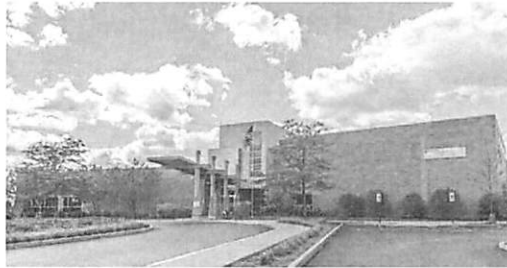
- d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data: Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.



12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.



ORLAND PARK



Health & Fitness Center

15430 West Ave.
Orland Park, IL 60462

Project:
HVAC Upgrade

TRANE
TRANE TECHNOLOGIES
Trane.com/Chicago
7100 South Madison Street
Westfield, IL 60177
P. 630.734.3200
F. 630.323.9600

15430 West Ave.
Orland Park, IL 60462

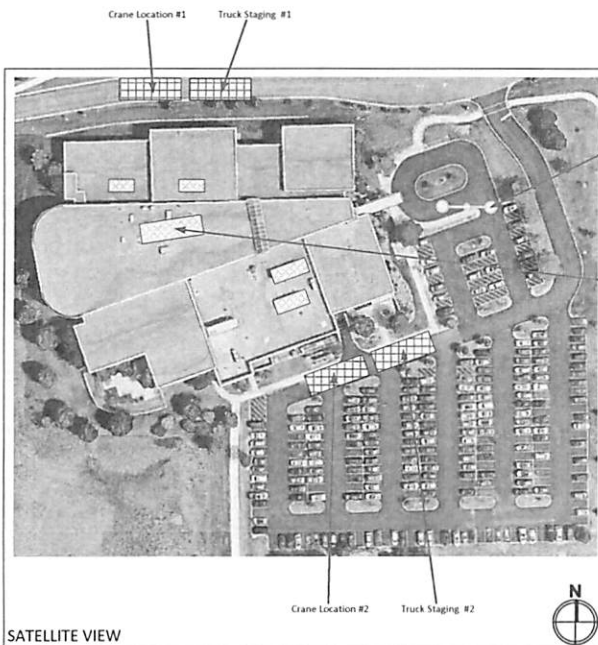
Health & Fitness Center

TRANE TECHNOLOGIES
7100 South Madison Street
Westfield, IL 60177
P. 630.734.3200
F. 630.323.9600

NO.	DATE	DESCRIPTION
1	01/15/11	ISSUED FOR PERMIT
2	02/01/11	ISSUED FOR BIDDING
3	02/15/11	ISSUED FOR CONSTRUCTION
4	03/01/11	ISSUED FOR COMPLETION

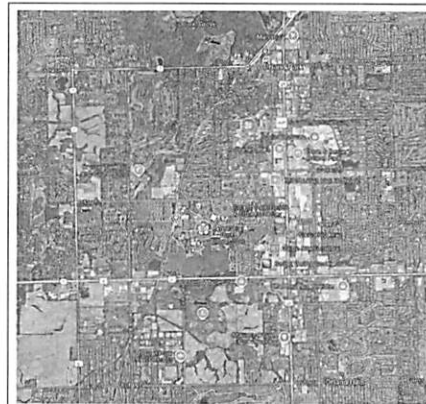
TITLE PAGE

T-1



SATELLITE VIEW

NEW WORK:
Replace existing AHUs and
VAVs with (5) new RTUs, (47)
new VAVs, & upgrade BAS



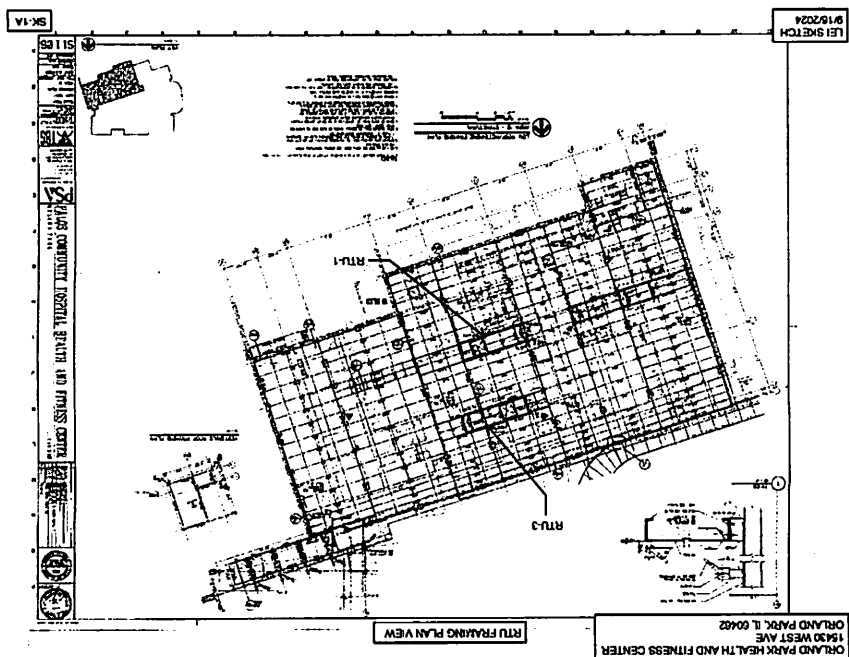
VICINITY MAP

TABLE OF CONTENTS:

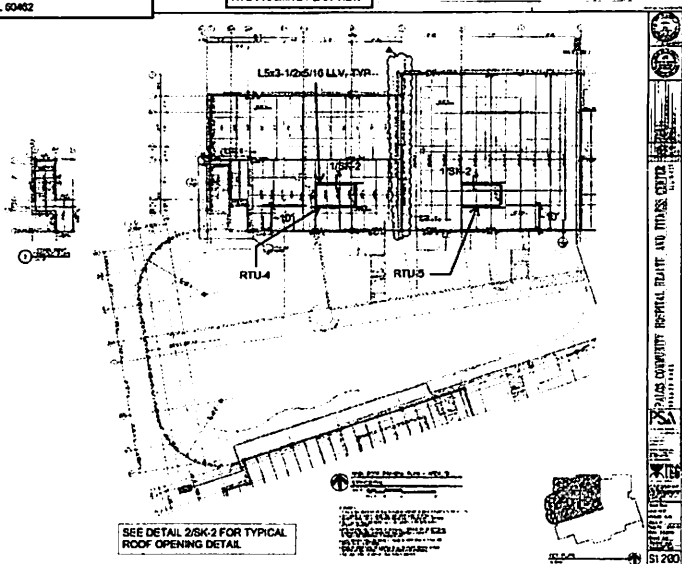
T-1 TITLE PAGE	M-1 FIRST FLOOR PLAN AREA A INSTALL	M-10 EQUIPMENT
S-1 STRUCTURAL	M-2 FIRST FLOOR PLAN AREA B INSTALL	M-11 EQUIPMENT
S-2 STRUCTURAL	M-3 FIRST FLOOR PLAN AREA C INSTALL	M-12 EQUIPMENT
S-3 STRUCTURAL	M-4 FIRST FLOOR PLAN AREA D INSTALL	M-13 NOTES & DETAILS
MD-1 FIRST FLOOR PLAN AREA A DEMO	M-5 FIRST FLOOR PLAN UPPER LEVEL INSTALL	E-1 SINGLE-LINE & BAS
MD-2 FIRST FLOOR PLAN AREA B DEMO	M-6 EQUIPMENT	
MD-3 FIRST FLOOR PLAN AREA C DEMO	M-7 EQUIPMENT	
MD-4 FIRST FLOOR PLAN AREA D DEMO	M-8 EQUIPMENT	
MD-5 FIRST FLOOR PLAN UPPER LEVEL DEMO	M-9 EQUIPMENT	

**15430 West Ave.
Orland Park, IL 60462**

TELETYPE 
1-800-451-7000
FAX 1-800-451-7000
F. 600.776.1200
T. 600.776.1200
1700 South Main Street
Wilmington, N. 08417

[illegible]

RTU FRAMING PLAN VIEW



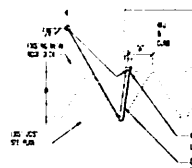
LEI SKETCH
9/16/2024

ORLAND PARK HEALTH AND FITNESS CENTER
18430 WEST AVE
ORLAND PARK, IL 60467

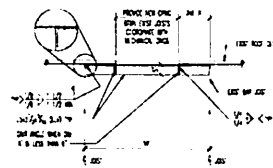
NOTES

1. STEEL MEMBERS ARE DESIGNED PER THE "MANUAL OF STEEL CONSTRUCTION ALLOWABLE STRESS DESIGN," 15TH EDITION
2. STEEL ANGLES SHALL MEET THE REQUIREMENTS OF ASTM A36 ($F_y = 36$ KSI, $F_u = 58$ KSI)
3. STEEL WELDING ELECTRODE TO BE MINIMUM E70XX
4. ALL WELDS SHALL BE COSTLY WELDED. ALL WELDS SHALL CONFORM TO THE LATEST "STRUCTURAL WELDING CODE," AWS D1.1 AND MEET AS MINIMUM REQUIREMENT FOR WELD SIZE
5. STEEL TO BE PRIMER PAINTED WITH ONE COAT OF FABRICATORS STANDARD RUST-INHIBITING PRIMER.

ALL OF A221: FRANK'S SHOW, PROTEGE LEE FRANK
COULD BE ON A77 CASH FOR 10:00 PM 2 WEEKS. 12.11



TYPICAL JOIST REINFORCEMENT
UNDER RTU CURB (EXISTING)



3
INCHES
TYPICAL OPENING IN
EXISTING ROOF DETAIL
NO. SCALE

FRAMING DETAILS - MAIN ROOF AREA (REF. EX-12)

LEI SKETCH
9' 03234

843

SK-tB

TRANE TEAM
TRANE TECHNOLOGIES
Pete.com/Chicago
7100 South Madison Street
Wilmette, IL 60097
P. 630.736.1200
F. 630.522.0000

15430 West Ave.
Orland Park, IL 60462

**Health & Fitness
Center**

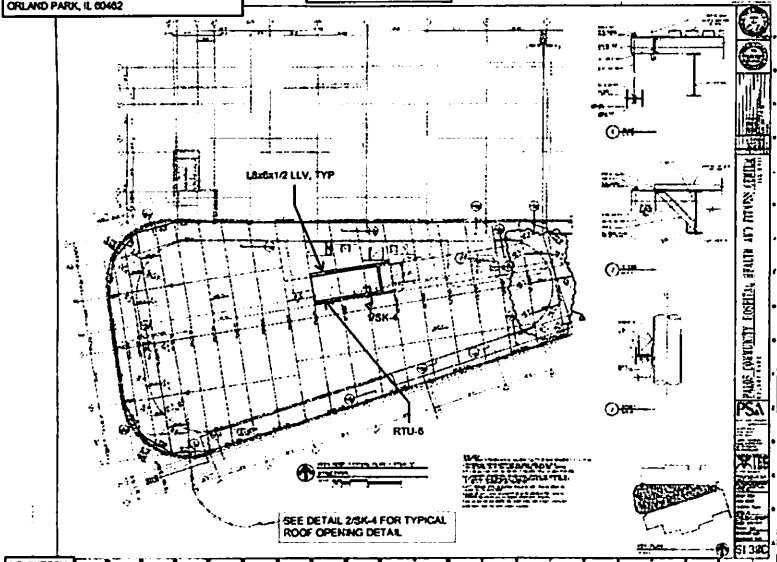
[illegible]

STRUCTURAL

S-2

ORLAND PARK HEALTH AND FITNESS CENTER
15430 WEST AVE
ORLAND PARK, IL 60462

RTU FRAMING PLAN VIEW

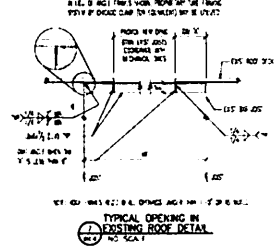
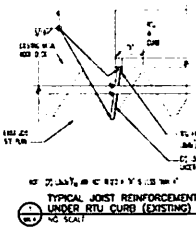


LEI SKETCH
9/18/2024

SK-3

ORLAND PARK HEALTH AND FITNESS CENTER
15430 WEST AVE
ORLAND PARK, IL 60462

- NOTES:
1. STEEL MEMBERS ARE DIMENSIONED PER THE "MANUAL OF STEEL CONSTRUCTION ALLOWABLE STRESS DESIGN", 15TH EDITION.
 2. STEEL ANGLES SHALL MEET THE REQUIREMENTS OF ASTM A36 (F_y = 36 KSI, F_u = 58 KSI).
 3. STEEL WELDING ELECTRODES TO BE E7018 (F_u = 70 KSI).
 4. ALL WELDING SHALL BE BY CERTIFIED WELDERS AND SHALL CONFORM TO THE LATEST STRUCTURAL WELDING CODE, AWS D1.1 AND MEET ALL MINIMUM REQUIREMENT FOR FIELD JOINTS.
 5. ALL STEEL TO BE PRIME PAINTED WITH ONE COAT OF FABRICATORS STANDARD RUST-INHIBITING PRIMER.



FRAMING DETAIL - HIGH ROOF AREA (REF. SK-3)

LEI SKETCH
9/18/2024

SK-4

TRACAT
TRACAT TECHNOLOGIES
7300 North Madison Street
Skokie, IL 60077
P 847.730.3300
F 847.730.3300

15430 West Ave.
Orland Park, IL 60462

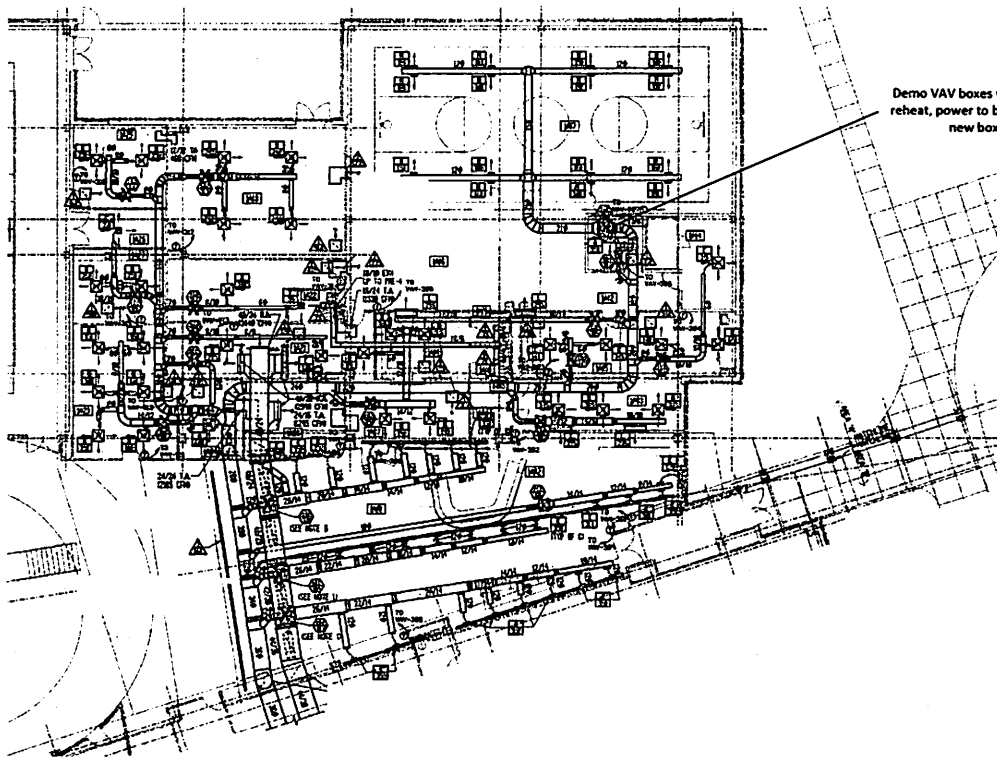
Health & Fitness
Center

ORLAND PARK HEALTH AND FITNESS CENTER
15430 WEST AVE
ORLAND PARK, IL 60462

NO.	DATE	DESCRIPTION
1	9/18/2024	SKETCH

STRUCTURAL

S-3



Demo VAV boxes with electric reheat, power to be reused for new boxes

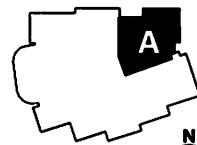
Demolition

Demo Notes:

- Remove ceiling tiles as required for VAV removal, replace if broken once new box is installed
- In drywall ceiling areas, neatly cut access, and furnish & install access door if none exists
- Demo VAV boxes with electric reheat, power to be reused for new boxes

SCALE
1" = 10'-0"

KEY PLAN
NO SCALE



PROJEK 17-194
TRAVIS TRENKLEMAN
Team Lead/Designer
1500 North Madison Street
Orland Park, IL 60462
P. 800.744.0000
F. 800.323.0860

15430 West Ave.
Orland Park, IL 60462

**Health & Fitness
Center**

15430 West Ave.
Orland Park, IL 60462
P. 800.744.0000
F. 800.323.0860

NO.	DESCRIPTION	DATE
1	Issue for Review	10/1/17
2	Issue for Review	10/1/17
3	Issue for Review	10/1/17
4	Issue for Review	10/1/17
5	Issue for Review	10/1/17
6	Issue for Review	10/1/17
7	Issue for Review	10/1/17
8	Issue for Review	10/1/17
9	Issue for Review	10/1/17
10	Issue for Review	10/1/17

FIRST FLOOR PLAN
AREA A DEMOLITION

MD-1

15430 West Ave.
 Orland Park, IL 60462

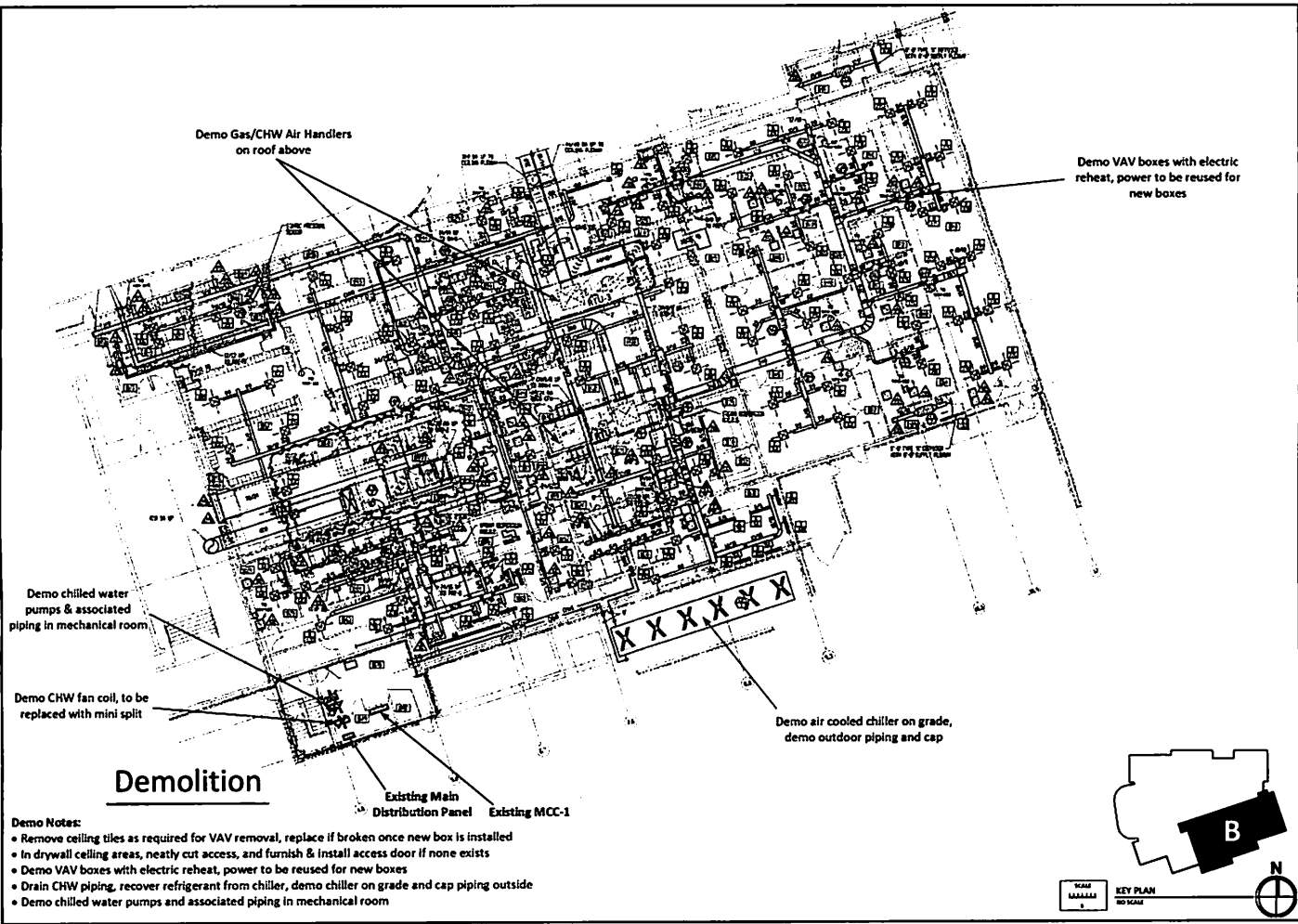
Health & Fitness Center

DATE	DESCRIPTION
10/1/2011	ISSUED FOR PERMIT
10/1/2011	ISSUED FOR CONSTRUCTION
10/1/2011	ISSUED FOR DEMOLITION

NO.	DATE	DESCRIPTION
1	10/1/2011	ISSUED FOR PERMIT
2	10/1/2011	ISSUED FOR CONSTRUCTION
3	10/1/2011	ISSUED FOR DEMOLITION

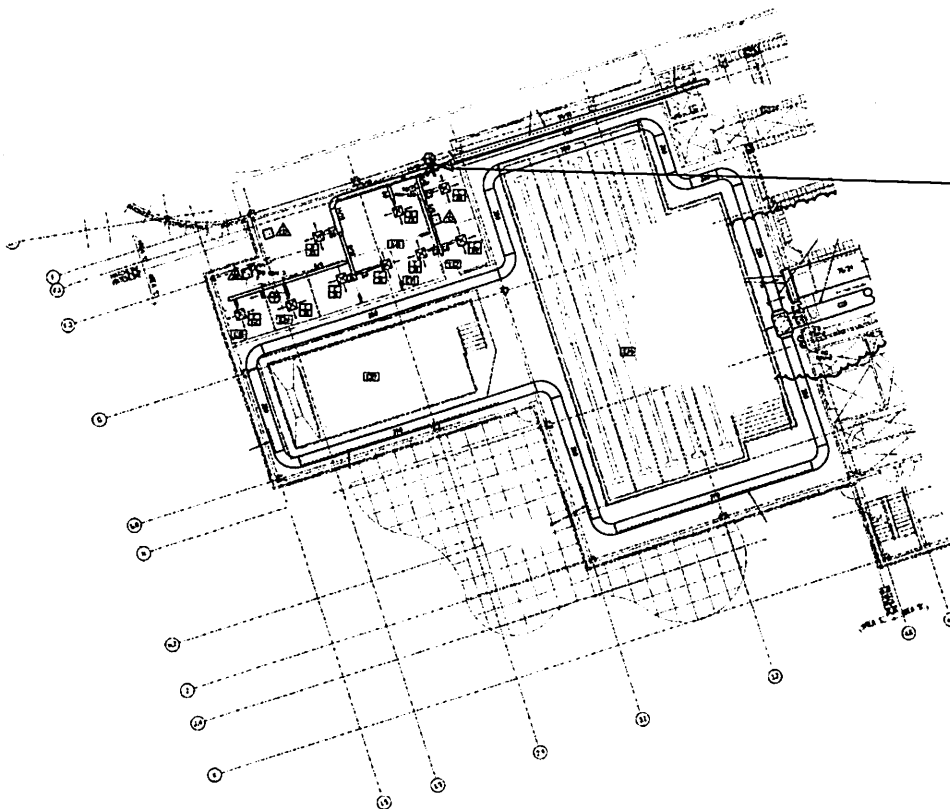
THIRD FLOOR PLAN
AREA A & B DEMOLITION

MD-2



Demolition

- Demo Notes:**
- Remove ceiling tiles as required for VAV removal, replace if broken once new box is installed
 - In drywall ceiling areas, neatly cut access, and furnish & install access door if none exists
 - Demo VAV boxes with electric reheat, power to be reused for new boxes
 - Drain CHW piping, recover refrigerant from chiller, demo chiller on grade and cap piping outside
 - Demo chilled water pumps and associated piping in mechanical room

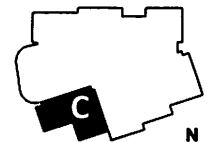


Demo VAV box with electric reheat, power to be reused for new box

Demolition

Demo Notes:

- Remove ceiling tiles as required for VAV removal, replace if broken once new box is installed
- In drywall ceiling areas, neatly cut access, and furnish & install access door if none exists
- Demo VAV boxes with electric reheat, power to be reused for new boxes



SCALE
1"=10'-0"

KEY PLAN
NO SCALE



TRAC
TRAC TECHNOLOGIES
Trac.com/Chicago
1400 South Madison Street
Chicago, IL 60627
P. 800.754.2200
F. 800.223.8866

15430 West Ave.
Orland Park, IL 60462

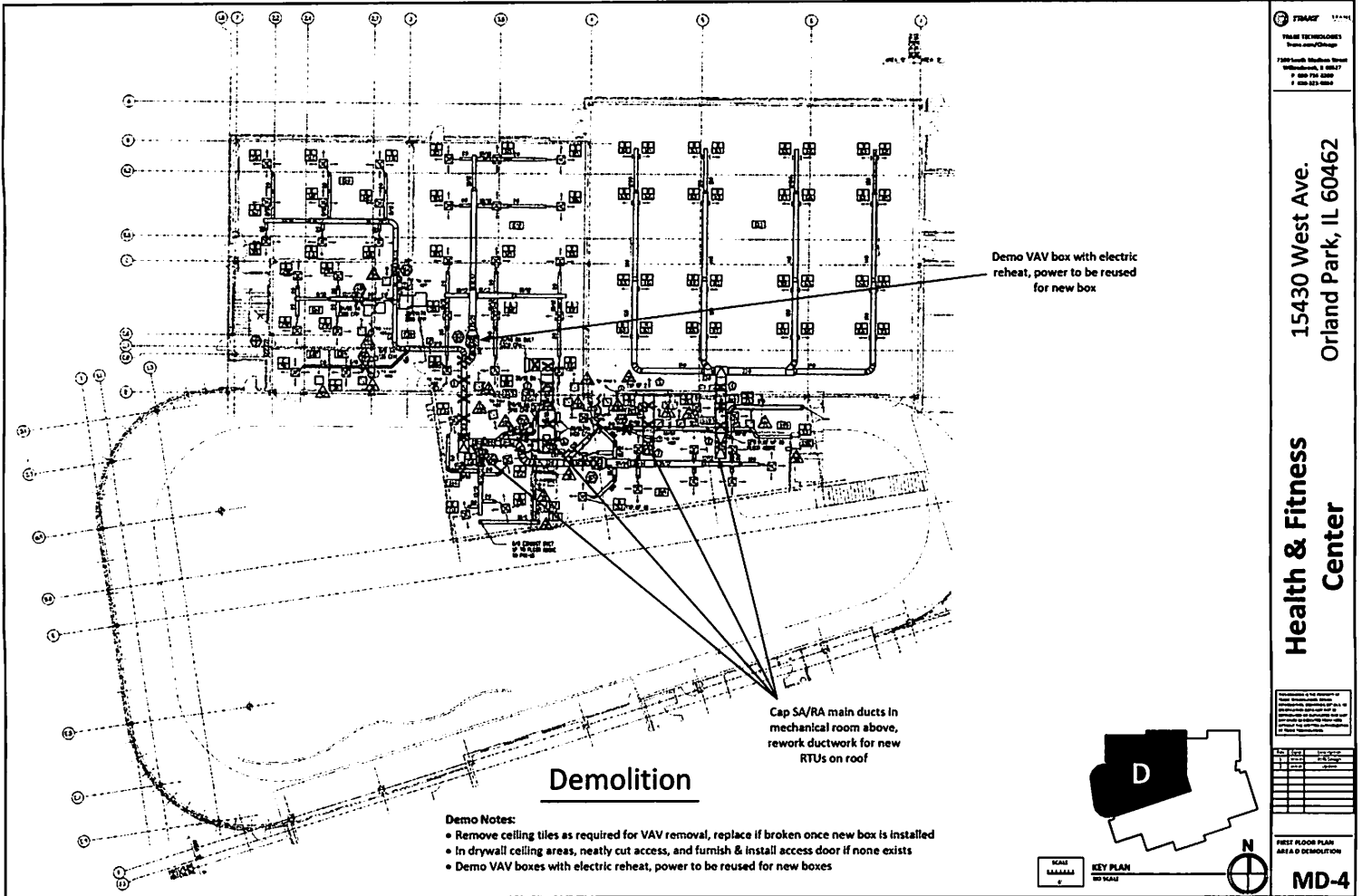
**Health & Fitness
Center**

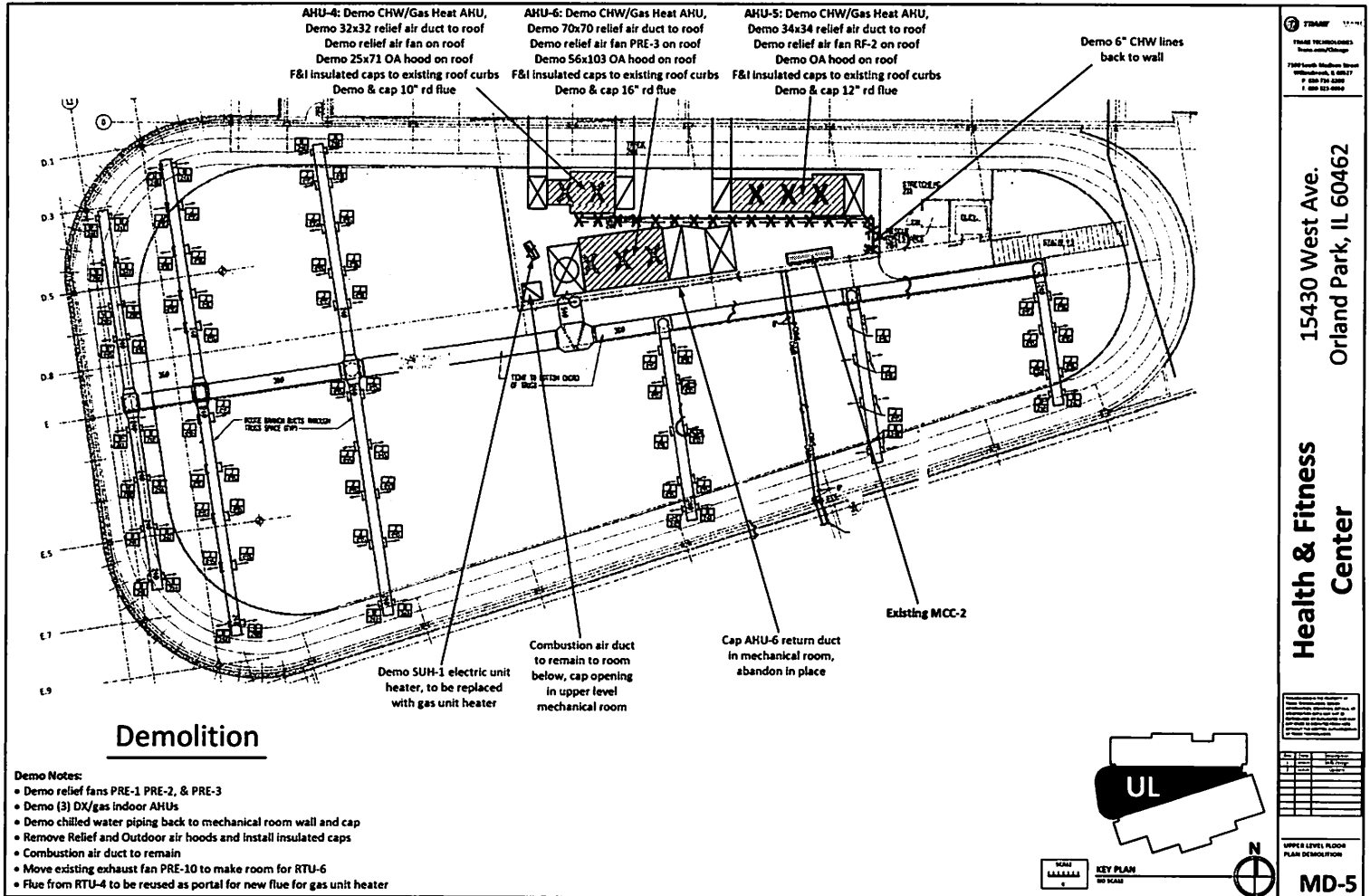
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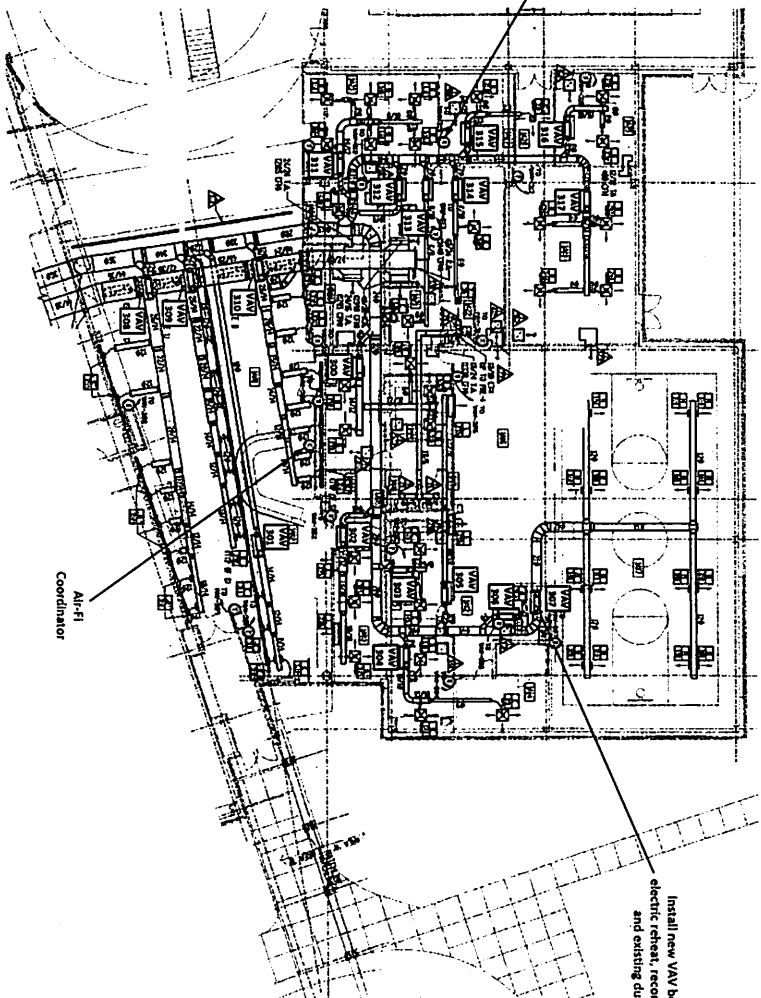
FIRST FLOOR PLAN
AREA C DEMOLITION

MD-3





Install Air-Fi wireless zone sensors, to replace existing zone sensors (typical)



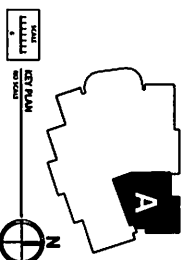
Install new VAV boxes with electric reheat, reconnect power and existing ductwork

Air-Fi Coordinator

Installation

Install Notes:

- Install new VAV boxes with duct transitions
- Reconnect power
- In drywall ceiling areas, neatly cut access, and furnish & install access door if none exists
- Replace existing space temperature sensors with new Air-Fi wireless space temp/CO2 sensors



Health & Fitness Center

15430 West Ave.
Orland Park, IL 60462

1. All work shall be in accordance with the latest edition of the Mechanical Engineering Council of America (MECA) standards.
2. All work shall be in accordance with the latest edition of the National Fire Protection Association (NFPA) standards.
3. All work shall be in accordance with the latest edition of the International Mechanical Association (IMA) standards.

1. All work shall be in accordance with the latest edition of the Mechanical Engineering Council of America (MECA) standards.
2. All work shall be in accordance with the latest edition of the National Fire Protection Association (NFPA) standards.
3. All work shall be in accordance with the latest edition of the International Mechanical Association (IMA) standards.

MECA
NFPA
IMA

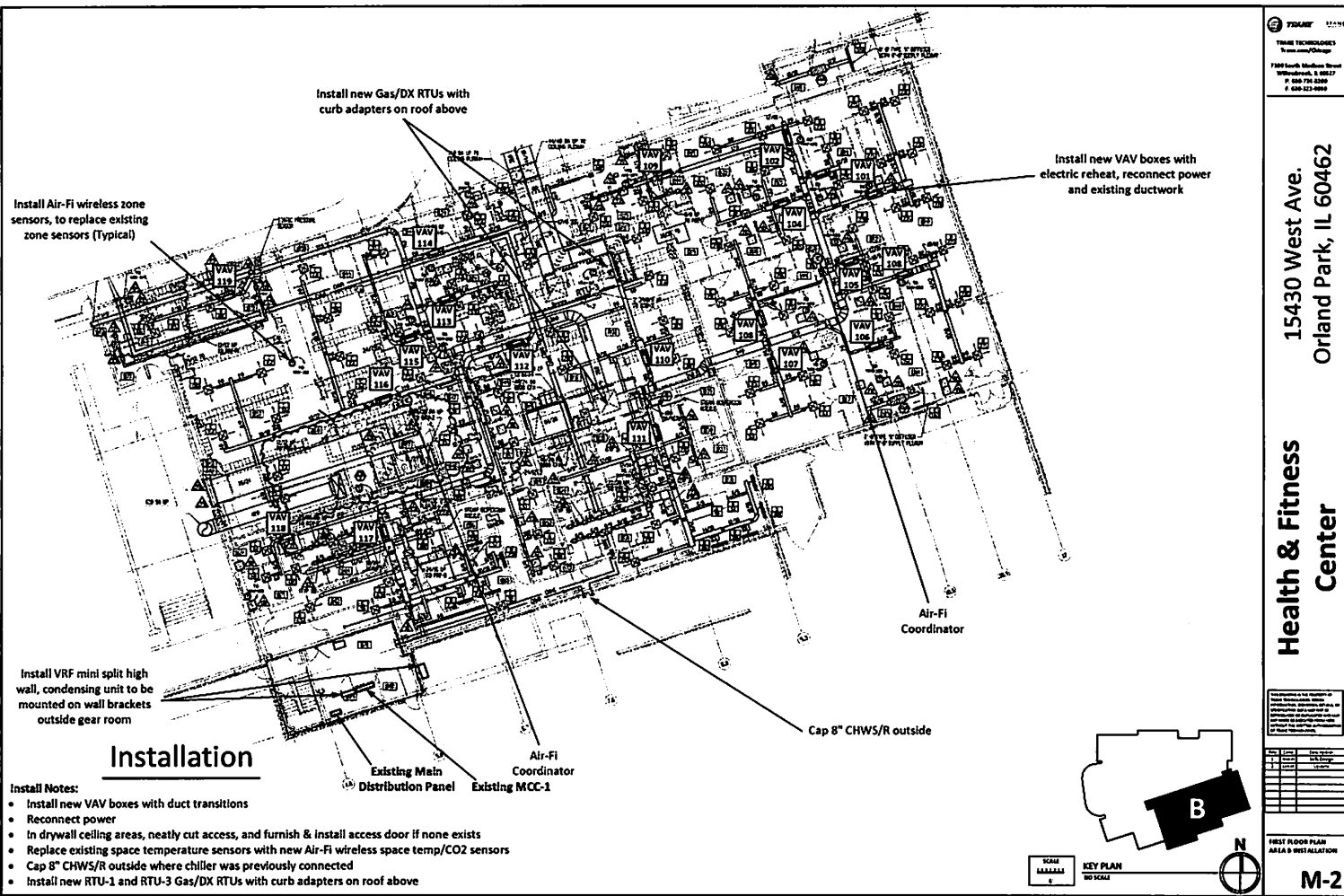
7/20/2011
15430 West Ave.
Orland Park, IL 60462
1. All work shall be in accordance with the latest edition of the Mechanical Engineering Council of America (MECA) standards.

15430 West Ave.
 Orland Park, IL 60462

Health & Fitness Center

DATE	NOV 11 2011
BY	TRANE
FOR	TRANE
PROJECT	HEALTH & FITNESS CENTER
AREA	AREA B
DESCRIPTION	INSTALLATION

FIRST FLOOR PLAN
 AREA B INSTALLATION
M-2



Installation

- Install Notes:**
- Install new VAV boxes with duct transitions
 - Reconnect power
 - In drywall ceiling areas, neatly cut access, and furnish & install access door if none exists
 - Replace existing space temperature sensors with new Air-Fi wireless space temp/CO2 sensors
 - Cap 8" CHWS/R outside where chiller was previously connected
 - Install new RTU-1 and RTU-3 Gas/DX RTUs with curb adapters on roof above

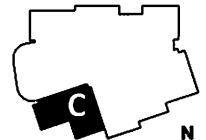
Install Air-Fi wireless zone sensors, to replace existing zone sensors (Typical)

Install new VAV box with electric reheat, reconnect power and existing ductwork

Installation

Install Notes:

- Install new VAV box with duct transitions
- Reconnect power
- In drywall ceiling areas, neatly cut access, and furnish & install access door if none exists
- Replace existing space temperature sensor with new Air-Fi wireless space temp/CO2 sensor



SCALE
1"=10'-0"

KEY PLAN
NO SCALE



THOR
THOR TECHNOLOGIES
THOR.COM/THOR
7300 South Main Street
Wilmington, IL 60462
P 800 734 2280
F 800 734 2280

15430 West Ave.
Orland Park, IL 60462

**Health & Fitness
Center**

THOR
THOR TECHNOLOGIES
THOR.COM/THOR
7300 South Main Street
Wilmington, IL 60462
P 800 734 2280
F 800 734 2280

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THOR
THOR TECHNOLOGIES
THOR.COM/THOR
7300 South Main Street
Wilmington, IL 60462
P 800 734 2280
F 800 734 2280

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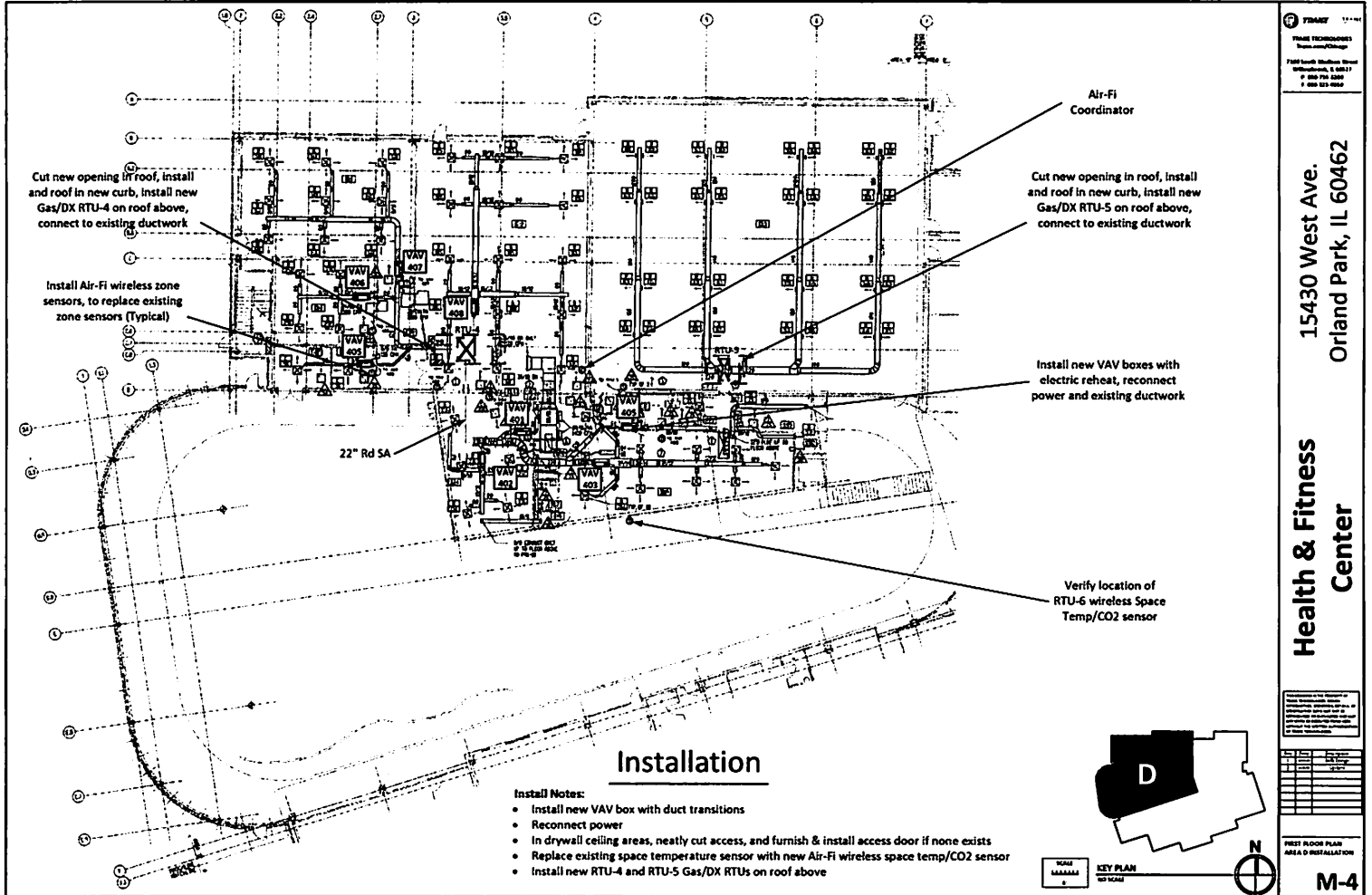
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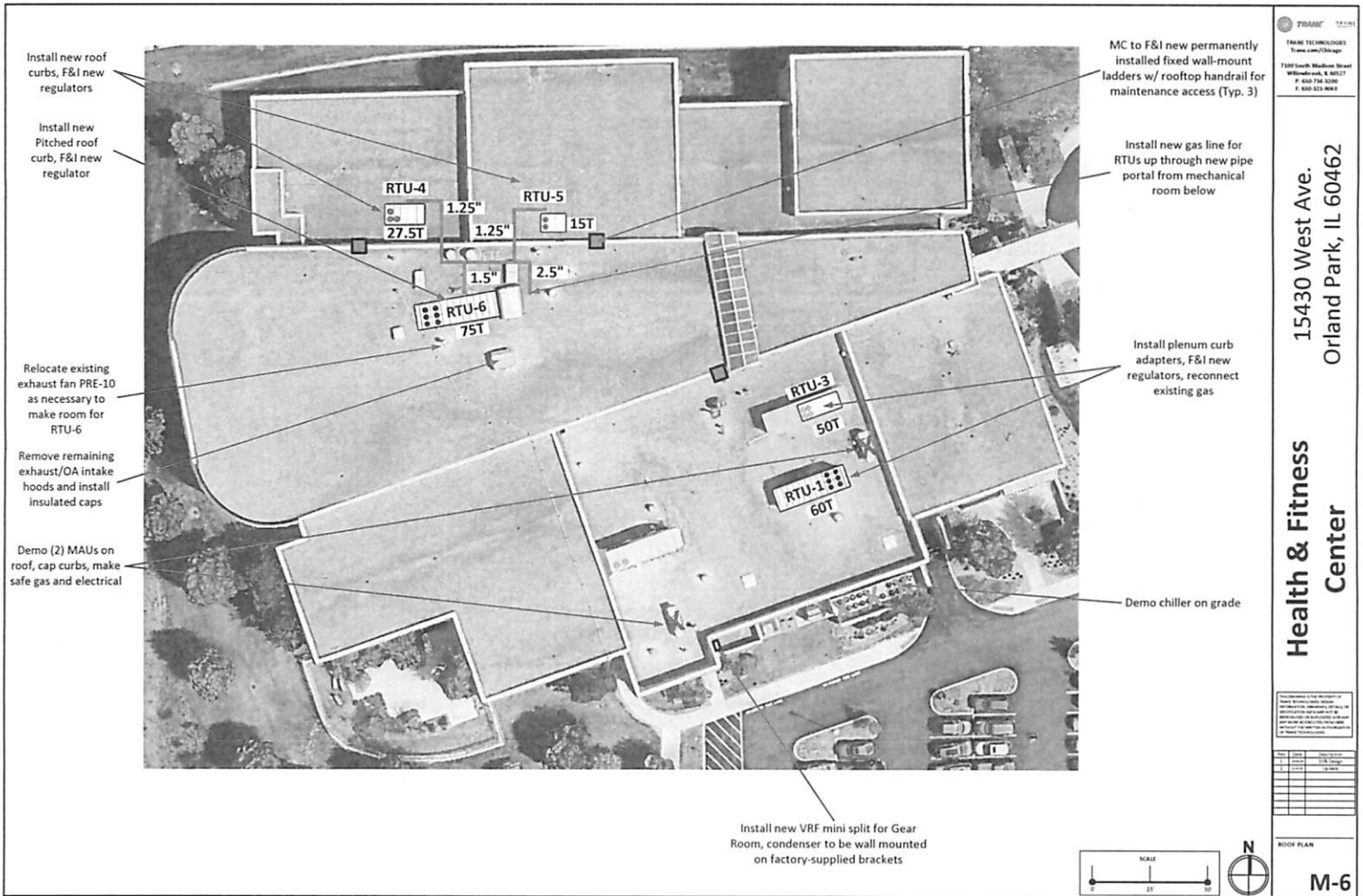
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F 800 734





RTU-1

Unit Function	Capacity	CFM @ 100%	CFM @ 75%	CFM @ 50%	CFM @ 25%	CFM @ 10%	CFM @ 5%	CFM @ 2%	CFM @ 1%
Conditioned Air (Max)	80 Ton Air Cooled	15,170 CFM	10,170 CFM	6,170 CFM	3,170 CFM	1,170 CFM	617 CFM	317 CFM	117 CFM

Unit Features	Weight	Overall Length	Footprint Length	Insulated Weight
42,000 lbs	115,000 lbs	108,000 lbs	108,000 lbs	115,000 lbs

Unit Features	Weight	Overall Length	Footprint Length	Insulated Weight
42,000 lbs	115,000 lbs	108,000 lbs	108,000 lbs	115,000 lbs

Unit Features	Weight	Overall Length	Footprint Length	Insulated Weight
42,000 lbs	115,000 lbs	108,000 lbs	108,000 lbs	115,000 lbs

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42,000 lbs	115,000 lbs	108,000 lbs	108,000 lbs	115,000 lbs

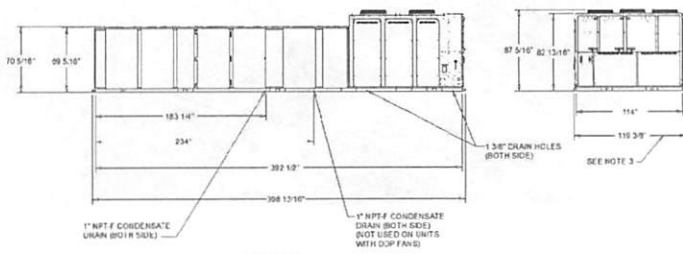
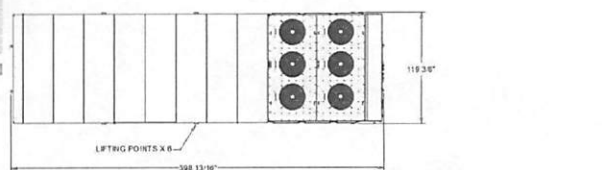
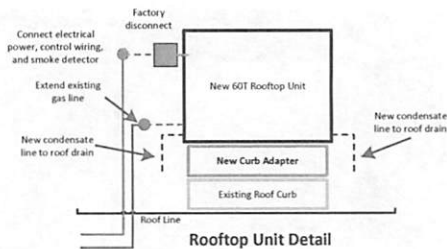
Unit Features	Weight	Overall Length	Footprint Length	Insulated Weight
42,000 lbs	115,000 lbs	108,000 lbs	108,000 lbs	115,000 lbs

Unit Features	Weight	Overall Length	Footprint Length	Insulated Weight
42,000 lbs	115,000 lbs	108,000 lbs	108,000 lbs	115,000 lbs

Unit Features	Weight	Overall Length	Footprint Length	Insulated Weight
42,000 lbs	115,000 lbs	108,000 lbs	108,000 lbs	115,000 lbs

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Unit Features	Weight	Overall Length	Footprint Length	Insulated Weight
42,000 lbs	115,000 lbs	108,000 lbs	108,000 lbs	115,000 lbs



80 TON COOLING AND GAS HEAT UNIT

80 TON COOLING AND GAS HEAT UNIT

Health & Fitness Center

15430 West Ave.
Orland Park, IL 60462

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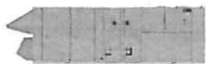


Trane Technologies Corporation
1000 North Lincoln Street
Milwaukee, WI 53233
P: 414.754.1200
F: 414.754.1201

RTU-3

Unit Function	Temperature	Estimated Installed Weight	ESD @ 40°F	ESD @ 40°F	System Power	Capacity
Unit Cooling, outdoor gas heat	50°F	6,210 lb	10.0 EER	14.5 EER	60.2 kW	0.65 EER

Unit Features	
Efficiency/Compressor Cyl	Standard efficiency unit
System Control	Unit
Airflow Configuration	Overhead supply and return
Filters	2" MERV 8 (Standard) MERV 11 (Optional)
Condensate Ad. Selection	Exhaustor, Dry Bulb, Wet Bulb, or None



Unit Electrical	Roof/Drain
Supply Fan Motor	High Static SOCR or Low Static SOCR
Exhaust Fan Motor	High Static SOCR or Low Static SOCR

Condenser Motor FLA	2.27 A	Supply Fan FLA	36.36 A	MCA	13.00 A
Condenser Motor Code	4.00 T40	Exhaust Fan Code	0.00 T40	MOP	15.00 A
Compressor 1 FLA	19.15 A	DCM FLA	1.00 A	DSS	25.00 A
Compressor 2 FLA	27.50 A				
Compressor 3 FLA	27.50 A				

Note: Connect properly sized and protected power supply wiring to the unit.

Cooling Section	Heating Section
Refrigerant Type	R-410A
Refrigerant Charge - Circuit 1	12.2 lb
Minimum Room Area	60.70 sq ft
Condenser Coil Type	M20C
Condenser Coil Flow	2
Evaporator Face Area	34.12 sq ft
Evaporator Coil Rows	3
Evaporator Face Velocity	340 fpm
Design Airflow	1400 cfm
Entering Dry Bulb	80.0°F
Entering Wet Bulb	67.0°F
Ambient Dry Bulb	95.0°F
Grilles Total Capacity	304.87 MBH
Grilles Sensible Capacity	145.14 MBH
Grilles Latent Capacity	122.73 MBH
Net Total Capacity	300.44 MBH
Net Sensible Capacity	144.43 MBH
Net Latent Capacity (lb)	0.16 lb
Fan Motor Heat	54.14 MBH
Leaving Cool Dry Bulb	58.69°F
Leaving Cool Wet Bulb	54.61°F
Leaving Unit Dry Bulb	60.42°F
Leaving Unit Wet Bulb	58.15°F
Compressor Power	38.35 kW

Heating Section	Unit Airflow Design
Function	Unit Cooling, outdoor gas heat
Heat Type & Capacity	High modulation gas heat 40.0 Btu/h
Input Heating Capacity	400.00 MBH
Output Heating Capacity	448.00 MBH

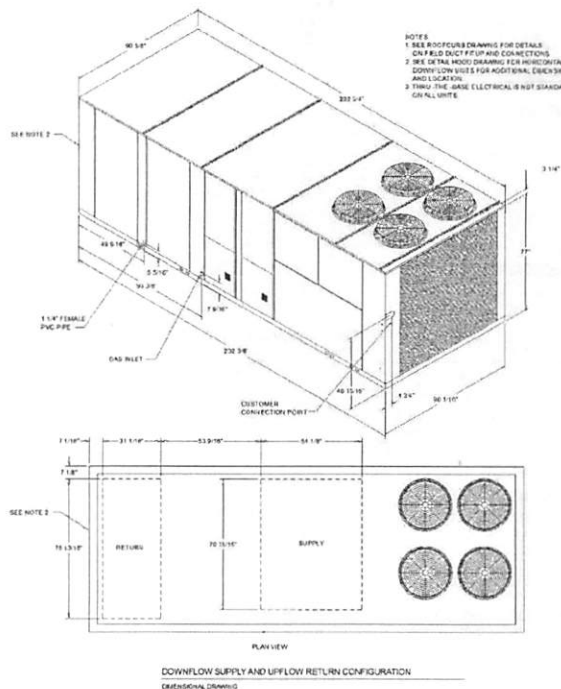
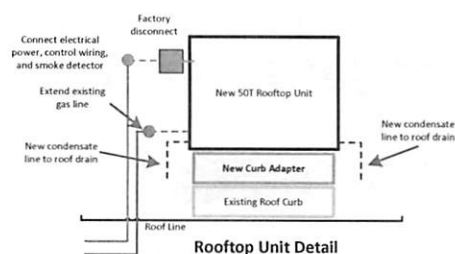
Unit Airflow Design	Exhaust Fan Data
Supply Fan Type	EC
System Controls/EC	Unit
Design Airflow	1400 cfm
Design RSP	1.00 in H ₂ O
Total Static Pressure	2.65 in H ₂ O
Supply Fan Motor HP	2.5 HP
Total Supply RSP	2.75 in H ₂ O
Supply Fan Drive	775 RPM
Operating Speed (RPM)	775 rpm
Supply Motor Power	15.27 kW

Accessories	Exhaust Fan Data
Supply Duct	15.00 in
Return Duct	15.00 in
Exhaust Duct	15.00 in

Options	Exhaust Fan Data
Exhaust Fan Options	Unit
Exhaust Fan Drive	Unit
Exhaust Fan Count	0.00 Each

Service Options	Exhaust Fan Data
Service Options	Unit
Service Options	Unit
Service Options	Unit

Accessories	Exhaust Fan Data
Accessories	Unit
Accessories	Unit
Accessories	Unit



Trane Technologies Corporation
1000 North Lincoln Street
Milwaukee, WI 53233
P: 414.754.1200
F: 414.754.1201

15430 West Ave.
Orland Park, IL 60462

Health & Fitness
Center

Accessories	Exhaust Fan Data
Accessories	Unit
Accessories	Unit
Accessories	Unit

EQUIPMENT
M-8

RTU-4

Note: Connect properly sized and protected power supply wiring to the unit (copper wiring only to the unit).



DOWNFLOW SUPPLY AND UPFLOW RETURN CONFIGURATION

NOTES:
1. SEE ROOFCURB DRAWING FOR DETAILS
ON FIELD ELECTR. FITUP AND CONNECTIONS
2. SEE DETAIL HOOD DRAWING FOR HORIZONTAL
DOWNFLOW UNITS FOR ADDITIONAL OVERSIGHT
AND LOCATION
3. THREE-TIE, -BASE ELECTRICAL IS NOT STANDARD
PRACTICE

M-9

RTU-5

Trane Precedent Packaged Rooftop

Unit Overview - YSKIMASBH* NCGATA1000410002200000000										
Application	Unit Size	Supply Fan		External Dimensions (in.)			Coating Weight	EER	ICEP/ICEER	Elevation
Oil Cooling	15 Ton	Arturo	Total Static Pressure	Height	Width	Length	2x6x2 b	10.00	14.00	0.00

Unit Features

Unit Efficiency	Standard Efficiency
Refrigerant	R-454C Refrigerant
Integrated Service Access/Filter	Hinged Access Panels with 7-1/8" x 8" Filter
Through the Base Provisions	Electric
Disconnect / Circuit Breaker	No-Fused Disconnect Switch
Convenience Outlet	Upstream 20A Convenience Outlet
Fresh Air Selection	Downflow Low Leak Economizer (DLWE) 80%

Unit Electrical

Voltage/phase/Hz 400V/3
MCA 40.00 A
MOP 50.00 A
Condenser Fan FLA 1.30 A
Evaporator Fan FLA 4.60 A
Compressor 1 RLA 15.90 A
Compressor 2 RLA 8.10 A
Compressor Power 12.57 kW
Suction Power 18.11 kW



Controls

Fast Controls	Symbol 700
Communications	Splice Advanced Controls and BACnet BAS
System Monitoring	Controls 1 Klugger Filter & Controls On-line
Supply Fan/Drive/Motor Type	Single Zone VAV with Standard Motor

Cooling Sect.

Capacity	
Entering Dry Bulb 86.00 F	Gross Total 144.57 MBH
Entering Wet Bulb 67.00 F	Gross Latent 46.39 MBH
Ambient Temp 95.00 F	Gross Sensible 132.57 MBH
Leaving Coil Dry Bulb 54.00 F	Net Total 178.93 MBH
Leaving Coil Wet Bulb 54.00 F	Net Sensible 126.33 MBH
Leaving Unit Dry Bulb 54.00 F	Net Sensible Heat Ratio 74.76 %
Leaving Unit Wet Bulb 54.00 F	Fan Motor Heat 2.41 MBH
Entering Cooling Temperature 122.34 F	Refrigerant Condensate 211.0 B
Entering Heating Temperature 52.44 F	

Practicing Skills

Heat Type Modulating Gas Heat
Heating High Gas Flow
Input Heating Capacity 400 Btu/MH
Output Heating Capacity 324 Btu/MH
Heating EAT 61.00 F
Heating LAT 113.34 F
Heating Temp Rise 52.34 F
reglms.516000 10.1

Fan Section

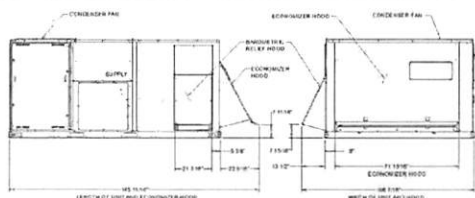
Indoor Fan Data	Indoor Fan Performance
Airflow Application: Downflow	Airflow: 5000 cfm
Design TSP: 2.50 in. H ₂ O	Supply Motor Horsepower: 1.50 hp
Component BP: 0.23 in. H ₂ O	Total Supply Motor Operating Pressure: 2.00 in. H ₂ O
Head SP: 0.15 in. H ₂ O	Indoor Fan Motor Operating Pressure: 0.23 in. H ₂ O
Total SP: 0.02 in. H ₂ O	Outdoor Fan Total Static Pressure: 0.23 in. H ₂ O
Indoor Fan Drive Type: Variable Drive	Outdoor Fan Drive Type: Direct
Indoor Fan Quantity: 2 (0) Pendants	Outdoor Fan Quantity: 1
Indoor Fan Type: RC Pendants	Outdoor Fan Type: Pendants

Field Installed Accessories

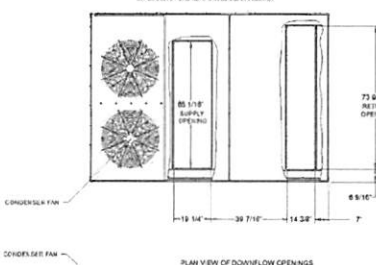
Zone 3 and 4: Caglar Baylar zone shown

Artistic	83 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Shielded Patch	60 dB	94 dB	120 dB	145 dB	160 dB	165 dB	165 dB	164 dB
Shielded Diaphragm	60 dB	95 dB	120 dB	145 dB	160 dB	165 dB	165 dB	164 dB
Shielded Plate	60 dB	95 dB	120 dB	145 dB	160 dB	165 dB	165 dB	164 dB
Shielded Noise	60 dB	95 dB	120 dB	145 dB	160 dB	165 dB	165 dB	164 dB

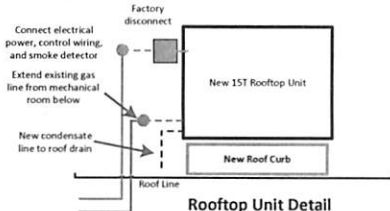
State District Court/Circuit Court last prediction date: October 1, 2017



LOW LEAK ECONOMIZER AIR DAMPER (OPTION)
DR. COOLING / GAS HEAT STANDARD EFFICIENCY

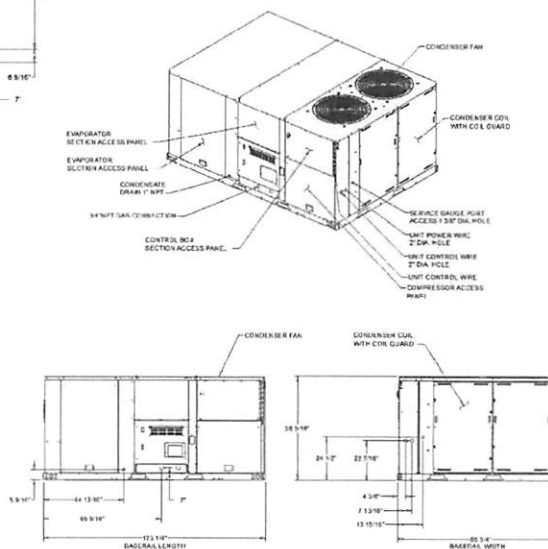


PLAN VIEW OF DOWNFLOW OPENINGS



Rooftop Unit Detail

NOTES:
1. THRU THE BASE ELECTRICAL IS NOT STANDARD ON ALL UNITS
2. VERIFY WEIGHTS, CONNECTIONS, AND ALL DIMENSIONS WITH
INSTALLER DOCUMENTS BEFORE INSTALLATION



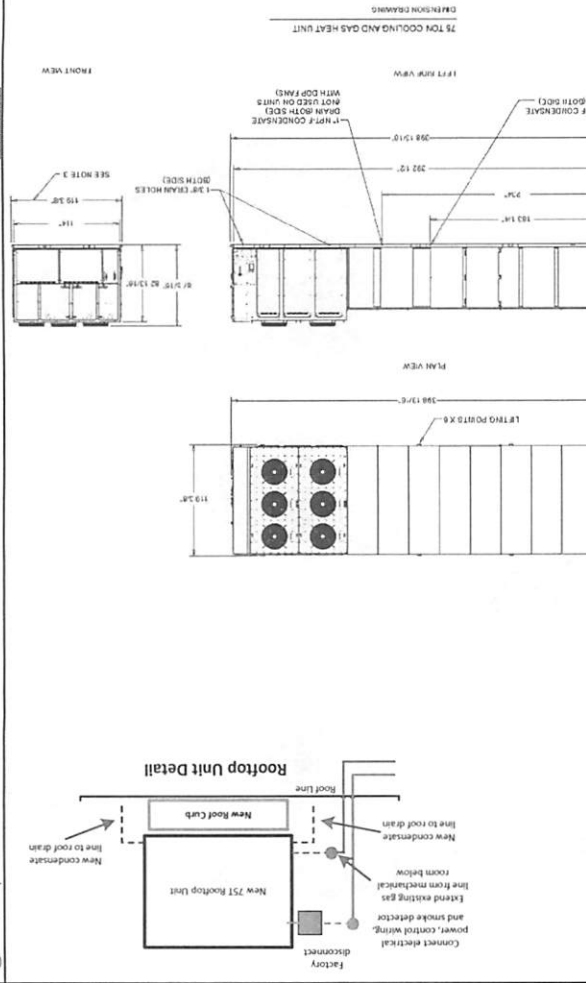
DX COOLING / GAS HEAT STANDARD EFFICIENCY
DIMENSION DRAWING

RTU-6	
Model	RTU-6
Capacity	100,000 BTU/hr
Input Voltage	240V
Input Current	10.4A
Output Voltage	240V
Output Current	10.4A
Efficiency	90%
Weight	150 lbs
Dimensions	24" x 24" x 24"
Material	Aluminum
Finish	White
Warranty	5 Years
Manufacturer	RTU-6
Part Number	RTU-6
Price	\$1,500.00
Lead Time	4 Weeks
Shipping Weight	160 lbs
Shipping Dimensions	26" x 26" x 26"
Installation Notes	See manual for details.
Accessories	None
Options	None
Notes	None

RTU-6	
Model	RTU-6
Capacity	100,000 BTU/hr
Input Voltage	240V
Input Current	10.4A
Output Voltage	240V
Output Current	10.4A
Efficiency	90%
Weight	150 lbs
Dimensions	24" x 24" x 24"
Material	Aluminum
Finish	White
Warranty	5 Years
Manufacturer	RTU-6
Part Number	RTU-6
Price	\$1,500.00
Lead Time	4 Weeks
Shipping Weight	160 lbs
Shipping Dimensions	26" x 26" x 26"
Installation Notes	See manual for details.
Accessories	None
Options	None
Notes	None

RTU-6	
Model	RTU-6
Capacity	100,000 BTU/hr
Input Voltage	240V
Input Current	10.4A
Output Voltage	240V
Output Current	10.4A
Efficiency	90%
Weight	150 lbs
Dimensions	24" x 24" x 24"
Material	Aluminum
Finish	White
Warranty	5 Years
Manufacturer	RTU-6
Part Number	RTU-6
Price	\$1,500.00
Lead Time	4 Weeks
Shipping Weight	160 lbs
Shipping Dimensions	26" x 26" x 26"
Installation Notes	See manual for details.
Accessories	None
Options	None
Notes	None

RTU-6	
Model	RTU-6
Capacity	100,000 BTU/hr
Input Voltage	240V
Input Current	10.4A
Output Voltage	240V
Output Current	10.4A
Efficiency	90%
Weight	150 lbs
Dimensions	24" x 24" x 24"
Material	Aluminum
Finish	White
Warranty	5 Years
Manufacturer	RTU-6
Part Number	RTU-6
Price	\$1,500.00
Lead Time	4 Weeks
Shipping Weight	160 lbs
Shipping Dimensions	26" x 26" x 26"
Installation Notes	See manual for details.
Accessories	None
Options	None
Notes	None



M-11

Health & Fitness Center

15430 West Ave.

Orland Park, IL 60462

TRANE

Model RTU-6

Capacity 100,000 BTU/hr

Input Voltage 240V

Input Current 10.4A

Output Voltage 240V

Output Current 10.4A

Efficiency 90%

Weight 150 lbs

Dimensions 24" x 24" x 24"

Material Aluminum

Finish White

Warranty 5 Years

Manufacturer RTU-6

Part Number RTU-6

Price \$1,500.00

Lead Time 4 Weeks

Shipping Weight 160 lbs

Shipping Dimensions 26" x 26" x 26"

Installation Notes See manual for details.

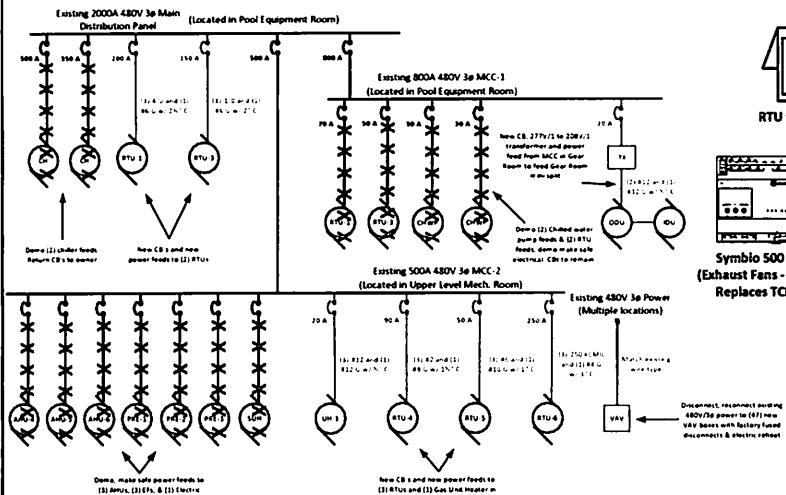
Accessories None

Options None

Notes None

Single Line Electrical Diagrams

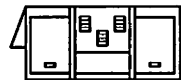
WIRE COLOR KEY
GREEN = NEW WORK
BLACK = EXISTING



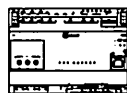
- Electrical Notes:**
- Demo make safe 460V/3ø power for (3) Indoor AHU-4, 5, & 6, Exhaust Fans PRE-1, PRE-2, & PRE-3, & Electric Unit Heater SUH-1
 - Demo make safe 460V/3ø power for RTU-1 & RTU-3
 - Disconnect & make safe 460V/3ø power to (47) VAVs w/ Electric Reheat, to be reused
 - Demo make safe 460V/3ø power for (2) Chilled Water Pumps, (1) Gear Room FCU, and (1) Air Cooled Chiller
 - New 20A CB and power feed for new Gas Unit Heater
 - New 90A CB and power feed for RTU-4
 - New 50A CB and power feed for RTU-5
 - New 250A CB and power feed for RTU-6
 - Reconnect (47) new VAV boxes to existing power feeds (VAVs have factory fusing)
 - New 200A CB and power feed for RTU-1
 - New 150A CB and power feed for RTU-3
 - New 20A CB and 277V/1ø power feed for 1.5 Ton Mini Split in Gear Room, wire indoor unit to outdoor unit, install thermostat interface

- BAS Notes:**
- Demo existing controls for AHU-1, 3, 4, 5, & 6 and associated relief fans
 - Demo existing controls for VAV boxes
 - Demo existing Comm % Bridge
 - Demo existing TCM-1, TCM-2, and Gear Room Fan coil controller, to be replaced
 - Reconnect existing duct smoke detectors to (5) new RTUs
 - Install (5) Air-Fi wireless coordinators with daisy-chain communication and 24VDC power back to existing Tracer SC+
 - Install (1) new Symbio 500 w/ Air-Fi Exhaust Fan controller w/ Enclosure to replace TCM-1 & 2 in Gear Room
 - Install (1) new Symbio 500 w/ Air-Fi w/ Enclosure, wire to thermostat interface on Gear Room mini split
 - RTU-5 - Mount Air-Fi Space Temp/CO2 sensor
 - RTU-6 - Space pressure control poly tubing to space and outdoor pickups & mount Air-Fi Space Temp/CO2 sensor
 - Install (47) Air-Fi wireless space temperature/CO2 sensors for new VAVs

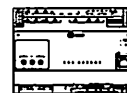
Building Automation System



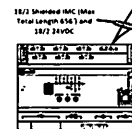
RTU with Factory Air-Fi Wireless
(Typical for 5)



Symbio 500 w/ Air-Fi
(Exhaust Fans - Gear Room,
Replaces TCM 1 & 2)



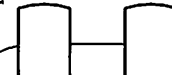
Symbio 500 w/ Air-Fi
(Gear Room Mini Split)



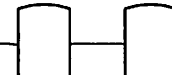
Tracer SC+ (EXISTING)



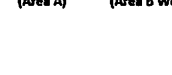
VAV with Factory Air-Fi Wireless
(Typ. for 47)



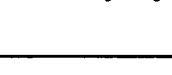
Air-Fi Coordinator
(Area D Main Level)



Air-Fi Coordinator
(Area D Weights Area)



Air-Fi Coordinator
(Area A)



Air-Fi Coordinator
(Area B West)



Air-Fi Coordinator
(Area B East)

****BAS Controls diagram on this page is concept only, see separate controls submittal by Trane Controls Engineering****

Standard BAS Sequences

- Duct Static Pressure Optimization
 - Trane Standard
- Scheduling
 - Optimal Start
 - Area layout
- Discharge Air Temperature Reset
 - Economizers
 - Global Reference Dry Bulb Control (Default: <55°F)
- Ventilation Optimization
 - Demand Control Ventilation (CO2)
- Dual Maximum VAV Reheat Control (SCR)
- Building Pressurization

TRANE
Trane Technologies
Trane.com/Chicago

7300 South Madison Street
Melrose Park, IL 60167
P 800 776 6200
F 800 822 6862

15430 West Ave.
Orland Park, IL 60462

Health & Fitness Center

Trane Technologies
Trane.com/Chicago

Rev	Description	Date
1	Initial Issue	10/1/2011
2	Revised per comments	10/1/2011
3	Revised per comments	10/1/2011
4	Revised per comments	10/1/2011
5	Revised per comments	10/1/2011
6	Revised per comments	10/1/2011
7	Revised per comments	10/1/2011
8	Revised per comments	10/1/2011
9	Revised per comments	10/1/2011
10	Revised per comments	10/1/2011

SHOULD LINE & DASH

E-1



ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned TRAVIS STRUTZENBERG
(Enter Name of Person Making Certification)
as AREA CONTRACTING MANAGER
(Enter Title of Person Making Certification)
and on behalf of TRANE U.S. INC, certifies that:
(Enter Name of Business Organization)

1) **A BUSINESS ORGANIZATION:** Yes ☒ No ☐

Federal Employer I.D. #: 25-0900465
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation DELAWARE - 5-1-2020
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq.

Minority-Owned ☐ Small Business ☐ (SBA standards)
Women-Owned ☐ Prefer not to disclose ☐
Veteran-Owned ☐ Not Applicable ☒
Disabled-Owned ☐

How are you certifying? Certificates Attached ☐ Self-Certifying ☒

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned ☐ Small Business ☐ (SBA standards)
Women-Owned ☐ Prefer not to disclose ☐
Veteran-Owned ☐ Not Applicable ☒
Disabled-Owned ☐

3) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes ☒ No ☐

The Bidder is authorized to do business in the State of Illinois.

4) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes ☒ No ☐

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

5) **SEXUAL HARASSMENT POLICY COMPLIANT:** Yes ☒ No ☐

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT:** Yes ☒ No ☐

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the

Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day

of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **TAX COMPLIANT:** Yes ☒ No ☐

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

TRAVIS STRUTZENBERGER

Name of Authorized Officer

AREA CONTRACTING MANAGER

Title

12-23-24

Date



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

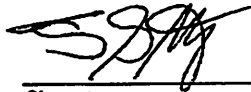
If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park	<u>LIABILITY UMBRELLA</u> (Follow Form Policy) ☐ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate ☐ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate ☒ Other: <u>\$5 million Each Occ./Aggregate</u> EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability
<u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.	<u>PROFESSIONAL LIABILITY</u> ☐ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date ☐ Other: _____ Deductible not-to-exceed \$50,000 without prior written approval
<u>GENERAL LIABILITY</u> (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate	☐ <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction
<u>ADDITIONAL INSURED ENDORSEMENTS:</u> (Not applicable for Goods Only Purchases) • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.	☐ <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site ☐ <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage ☐ CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 6 DAY OF FEB, 2025



Signature

TRAVIS STRUTZENBERG

Printed Name & Title

AREA CONTRACTING
MANAGER

Authorized to execute agreements for:

TRANE US INC

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Michaela Grasshoff, ARM	
	PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No):	
INSURED Trane U.S. Inc. dba Trane 7100 South Madison Street Willowbrook, IL 60527 United States	E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	COMPANY A: Old Republic Insurance Company	NAIC # 24147
	COMPANY B: Travelers Property Casualty Co of Amer	25674
	COMPANY C: Travelers Indemnity Co of America	25666

COVERAGES **CERTIFICATE NUMBER:** 763606 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ TIME ELEMENT POLLUTION LIABILITY ☒ CONTRACTUAL LIABILITY GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	X	MWZY 317456-24	4/17/2024	4/17/2025	EACH OCCURRENCE \$10,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$10,000,000.00 GENERAL AGGREGATE \$10,000,000.00 PRODUCTS - COMP/OP AGG \$10,000,000.00 policy aggregate \$20,000,000.00
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ PHYSICAL DAMAGE/SELF INS.	X	X	MWTB 317455-24 APD - Self Insured	4/17/2024	4/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$
B C B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-8M35413A-24-51-K (All states) UB-9L048059-24-51-D (MN) UB-8M370386-24-51-R (Retro) TWXJ-UB-7434L45A-24 (OH)	4/17/2024 4/17/2024 4/17/2024 4/17/2024	4/17/2025 4/17/2025 4/17/2025 4/17/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional information.

CERTIFICATE HOLDER Village of Orland Park 14700 S Ravinia Ave Orland Park, IL 60462 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA, Inc. BY: Michaela Grasshoff, ARM
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane 7100 South Madison Street Willowbrook, IL 60527 United States EFFECTIVE DATE:
--------	--

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Village of Orland Park is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Village of Orland Park are included as Additional Insured where required by contract with respect to Automobile Liability pursuant to applicable endorsement.

Waiver of Subrogation is applicable where required by written contract, but only to the extent of the Named Insured's negligence.

Job Description: OPPY 7664015 / Orland Park Health Fitness Center TK

For questions regarding this certificate of insurance contact: Michael Vogt Email: michael.vogt@tranetechnologies.com Phone: 6307346122

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or agreement	As required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you are contractually bound to provide additional insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

With respect to **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

NAMED INSURED: TRANE TECHNOLOGIES, INC.
EFFECTIVE DATE: 04-17-2024



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8M35413A-24-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



ORLAND PARK



Contractual Risk Transfer Evaluation Summary

Date 2/10/25

Vendor/Contractor Name: Trane Technologies Company LLC
 Contract/Project Name/ #: OPHFC HVAC Improvement Project
 Contract Type: ☒ Contractor ☐ Prof. Srvs ☐ Goods Only ☐ MSA
 MSA Title _____
 Type of Work: HVAC Improvement
 Contract/Project Summary: **OPHFC HVAC Improvement Project**
 Policy Expiration Date: 4/17/25

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$10m/\$20m	☒ Yes	☐ No	☐ NA
Umbrella Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Auto Liability:	\$1 million	Any Auto/Owned	Other: \$10M/\$10M	☒ Yes	☐ No	☐ NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other: \$3m/EL	☒ Yes	☐ No	☐ NA
Prof. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Env. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Exc./Umb. Prof.				☐ Yes	☐ No	☒ NA
Excess/Umb GL				☐ Yes	☐ No	☒ NA
Cyber Liability:	\$500,000	\$1 million	Other:	☐ Yes	☐ No	☒ NA
Builders Risk:	Completed Project Value		Other:	☐ Yes	☐ No	☒ NA
Other:			Other:	☐ Yes	☐ No	☐ NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	☒ Yes	☐ No	☐ NA
ISO Additional Insured – Completed Operations (CG 20 37)	☐ Yes	☐ No	☒ NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	☐ Yes	☐ No	☒ NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	☒ Yes	☐ No	☐ NA
Waiver of Subrogation - General Liability	☒ Yes	☐ No	☐ NA
Waiver of Subrogation – Workers' Compensation	☒ Yes	☐ No	☐ NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: ☒ Yes ☐ No

Per Village Contract.

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐

Village of Orland Park
Sole Source Request Form
Required for Purchases \$5,000 - \$24,999

Department Public Works Date 12/2/2024
Division (if applicable) NRF
Description of Good/Service OPHFC HVAC Improvement Project
Manufacturer or Supplier Trane
Dollar Amount \$2,867,190.00 Co-op Purchasing Contract # Omnia #3341
Have Adequate Funds Been Budgeted For This Purchase? Yes ☒ No ☐
Account number(s) 3008010-570100

Option 1 - Sole Source Justification

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- | | |
|---|--|
| ☐ One-of-a-Kind | The commodity or service has no competitive product alternatives available on the market. |
| ☐ Compatibility | The commodity or service must match existing brand of equipment for compatibility. |
| ☐ Replacement Part | The commodity is a replacement part for a specific brand of existing equipment. |
| ☐ Operation Continuity | The commodity or service is needed to maintain operational continuity. |
| ☐ Unique Design | The commodity or service must meet physical design or quality requirements. |
| ☐ Delivery Date | Only one supplier can meet necessary delivery requirements. |
| ☐ Emergency | <u>PER VILLAGE CODE 1-16-3 (E): URGENT NEED</u> for the item or service does not permit soliciting competitive bids. |
| ☐ Other | |

Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source

Price Reasonableness

I determined that the price is reasonable for one of the following reasons:

☐ Relevant documentation attached

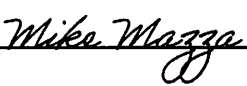
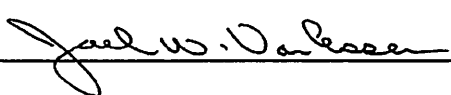
- | |
|--|
| ☐ I compared the proposed price to prices I previously paid for the same or similar services. |
| ☐ I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments. |
| ☐ I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry. |
| ☐ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts. |
| ☐ The price is set by law or regulations. |
| ☐ Market research reveals that same or similar goods or services are available for a similar price. |

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

- | | |
|---|--|
| ☐ <u>State of Illinois Joint Purchase Program</u> | ☒ <u>Omnia Partners - Public Sector</u> |
| ☐ <u>NWMC/Suburban Purchasing Cooperative</u> | ☐ <u>National Intergovernmental Purchasing Alliance</u> |
| ☐ <u>The GSA Schedules</u> | ☐ <u>The National Cooperative Purchasing Alliance</u> |
| ☐ <u>Sourcewell</u> | ☐ <u>HGACBuy</u> |
| ☐ <u>Nat'l Association of State Procurement Officials (NASPO) ValuePoint</u> | ☐ <u>Municipal Partnering Initiative (MPI)</u> |
| ☐ <u>Choice Partners Cooperative</u> | ☐ <u>Midwestern Higher Education Compact</u> |
| ☐ <u>The Interlocal Purchasing System (TIPS)</u> | ☐ <u>National Purchasing Partners (NPPGov)</u> |
| ☐ <u>Purchasing Cooperative of America</u> | ☐ <u>1Government Procurement Alliance (1GPA)</u> |
| ☐ <u>Good Buy Purchasing Cooperative</u> | ☐ <u>National BuyBoard (BuyBoard)</u> |
| | ☐ Other: _____ |

Requested By:

Name	Signature	Date
Staff Contact Mike Mazza		12/2/2024
Department Head Joel Van Essen		12/2/2024

Did legal review Terms & Conditions from vendor, if applicable? ☐ Yes ☒ No ☐ N/A

Have you received a CRT summary from the Risk Manager? ☐ Yes ☒ No ☐ N/A

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



Purchasing Department

730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

**HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED
PRODUCT AND SERVICES CONTRACT 2022**

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by:
Jonathan Delagrave 8/17/2022
7B876D90951B408...

BY: DocuSigned by:
Michael J. Lanzdorf 8/17/2022
38F9231CFBA8401...

BY: DocuSigned by:
Wendy Christensen 8/17/2022
FC1B3339B9854BD...

BY: DocuSigned by:
Ewen Zimmer 8/16/2022
14A5552854004D4...

Trane U.S. Inc.
BY: DocuSigned by:
Greg Spencer 8/16/2022
95FF4CCACB984F1...



Duane McKinney
Purchasing Coordinator
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763
duane.mckinney@racinecounty.com

August 4, 2022

Mr. Greg Spencer
Trane U.S. Inc.
800 Beaty Street
Davidson, NC 28036-6924

Dear Mr. Spencer:

On behalf of Racine County, I would like to formally congratulate Trane U.S. Inc. on being selected to provide HVAC Products, Installation, Labor Based Solutions and Related Product and Services for Racine County and other municipal governments and local public agencies.

Racine County is in the process of preparing a contract to be signed by the required representatives of Racine County and Trane U.S. Inc. Shortly, a draft contract will be forwarded for your review. Upon completion, the final contract will be forwarded for your signature.

Again, congratulations on the award.

If you have any questions, please feel free to contact me at (262) 636-3700.

Sincerely,

Duane McKinney

Duane McKinney
Purchasing Manager

Racine County Contract & Contract Amendment Form

Attach one copy of the contract to be filed. Attach more copies if required by vendor.

Munis Contract #: 3341 Amendment: ☒ Yes ☐ No Signed by vendor: ☒ Yes ☐ No ☐ DocuSignContract Type ☐ Non Encumber Expense ☐ Encumber Expense ☐ HSD PO Expense ☒ RevenueVendor/Customer #: 3931-2 Vendor Name: TRANE US INCFull Address: 800 E BEATY ST DAVIDSON NC 28036Department: FIN

Sub Department: _____

Brief Description of Services: AMENDMENT BID #RC2022-1001 HVAC PRODUCTS, INSTALLATIONContact/administrator: Duane McKinney Contact Munis ID: 6750dmckinneContract Start: 09/01/2022 Contract End: 08/31/2027

If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.

By completing this form, Procurement Policy has been followed.

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27

If additional account lines are necessary, attach a schedule.

Total: \$ 0.00 -Have you read the agreement: ☒ Yes ☐ NoDo you understand & agree with the Terms: ☒ Yes ☐ NoAre there things that you think should be changed in this Contract: ☐ Yes ☒ No

If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: ☐ Yes ☒ NoIf yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)Is there a required signature date: ☐ Yes ☐ No

If yes, what date: _____

Corp Counsel Stamp:

County Clerk Stamp:

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022

AMENDMENT NO. ONE (1)

This Amendment No. One (1) is effective January 1, 2023 and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To modify pricing as necessary to account for market changes, and labor and material increases..

Details are provided in Attachment A of this Amendment No. 1.

2. PRICE:

The County agrees to the revised prices.

Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

DocuSigned by:
BY: Jonathan Delagrave
78070B90951B408...
Jonathan Delagrave
Racine County Executive

DATE: 1/6/2023

DocuSigned by:
BY: Wendy Christensen
F01B3834B98548D...
Wendy M. Christensen
Racine County Clerk

DATE: 1/6/2023

TRANE U.S. INC.
BY: Greg Spencer
93FF4CCACB984F1...
DATE: 12/21/2022

DocuSigned by:
Michael Lanzdorf
36F9231CFBA8401...
1/5/2023

DocuSigned by:
Ewen Zimmer
14A5552654004D4...
12/21/2022

Racine County Contract & Contract Amendment Form

Attach one copy of the contract to be filed. Attach more copies if required by vendor.

Munis Contract #: 3341 Amendment: ☒ Yes ☐ No Signed by vendor: ☒ Yes ☐ No ☐ DocuSignContract Type ☐ Non Encumber Expense ☐ Encumber Expense ☐ HSD PO Expense ☒ RevenueVendor/Customer #: 3931-2 Vendor Name: TRANE US INCFull Address: 800 E BEATY ST DAVIDSON NC 28036Department: FIN

Sub Department: _____

Brief Description of Services: AMENDMENT 2 BID #RC2022-1001 HVAC PRODUCTS, INSTALLATIONContact/administrator: Duane McKinney Contact Munis ID: 6750dmckinneContract Start: 09/01/2022 Contract End: 08/31/2027

If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.

By completing this form, Procurement Policy has been followed.

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27

If additional account lines are necessary, attach a schedule.

Total: \$ 0.00 -Have you read the agreement: ☒ Yes ☐ NoDo you understand & agree with the Terms: ☒ Yes ☐ NoAre there things that you think should be changed in this Contract: ☐ Yes ☒ No

If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: ☐ Yes ☒ NoIf yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)Is there a required signature date: ☐ Yes ☐ No

If yes, what date: _____

Corp Counsel Stamp:

County Clerk Stamp:

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. TWO (2)

This Amendment No. Two (2) is effective September 26, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To add new products, new product codes and provide an updated product pricing discount schedule, necessary to introduce newer manufactured products.

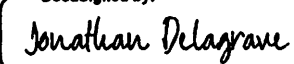
Product Pricing Discount Schedule provided in Attachment A of this Amendment No. 2.

2. PRODUCT PRICING:

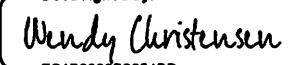
The County agrees to the revised Product Pricing. Details are located in Attachment A.

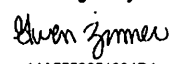
ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY:  _____
7B876D90951B406...
Jonathan Delagrave
Racine County Executive
DATE: 11/8/2023

 _____
36F9231CFBA8401...
11/8/2023

BY:  _____
FC1B3336B9654BD...
Wendy M. Christensen
Racine County Clerk
DATE: 11/8/2023

 _____
14A5552654004D4...
11/8/2023

TRANE U.S. INC.

BY:  _____
85FE4CCACB964F1...
11/8/2023

HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract

AMENDMENT NO. THREE (3)

This Amendment No. Three (3) is effective December 15, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To modify pricing as necessary to account for market changes, and labor and material increases.

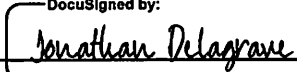
Details are provided in Attachment A of this Amendment No. 3.

2. PRODUCT PRICING:

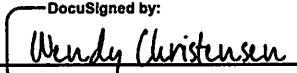
The County agrees to the revised Pricing.
Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

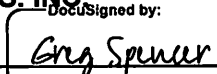
BY: 
7B876D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 12/18/2023

BY: 
FC1B3339B96548D...
Wendy M. Christensen
Racine County Clerk

DATE: 12/18/2023

TRANE U.S. INC.

BY: 
95FF4CCACB964F1...
Greg Spencer

DATE: 12/18/2023

DocuSigned by:

36F9231CFBA8401...
12/18/2023

DocuSigned by:

14A5552654004D4...
12/18/2023

From: [Jim Culotta](#)
To: [Samantha Cooper](#)
Subject: RE: Contract with Trane
Date: Thursday, January 16, 2025 1:48:16 PM
Attachments: [image001.png](#)

Hi Sam – I'm ok with it.

Jim

Jim Culotta | Interim Village Manager
Village of Orland Park
14700 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708-403-6245 | Mobile. 708-603-0260

From: Samantha Cooper <scooper@orlandpark.org>
Sent: Thursday, January 16, 2025 10:31 AM
To: Jim Culotta <jculotta@orlandpark.org>
Subject: Contract with Trane

Hello Jim,

As you know, we are entering into 3 contracts with Trane for the turnkey HVAC projects. We are going through some negotiations with them, and just have one point I need your approval for.

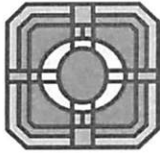
Page 4, section 5 (time is of the essence). Comment is in there explaining. Can you please review and advise? If you have any questions, let me know.

Thanks!

Samantha Cooper | Public Works Executive Assistant
Village of Orland Park
15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org



ORLAND PARK



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2024-0857

File ID: 2024-0857

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 11/11/2024

Agenda Entry: OPHFC HVAC Improvement Project - Final Approval

Final Action: 12/02/2024

Title: OPHFC HVAC Improvement Project - Final Approval

Notes:

Sponsors:

Res/Ord Date:

Attachments: Board Report 2024-0480, Proposal - Trane OPHFC,
Sample 3rd Party Review Letter

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/11/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/02/2024	APPROVED				Pass

Text of Legislative File 2024-0857

..Title

OPHFC HVAC Improvement Project - Final Approval

History

On August 5, 2024, the Village Board of Trustees approved a Letter of Commitment (LOC) with Trane, Inc. (Trane) for the OPHFC HVAC Improvement Project. The LOC authorized Trane to move to the Proposal Stage in which Trane would complete a full set of project design plans and provide the Village with a cost proposal not to exceed \$2,990,000.00 for the execution of those plans. This project would be completed in a single phase. Pricing for this project is in accordance with OMNIA Cooperative Contract #3341.

The Public Works Department subsequently worked with engineers from Trane to refine the scope of work, optimize the project budget and finalize project design plans. The project scope of work, which is summary is attached for reference, includes the

removal of the existing chiller, air handling units (AHUs), and Variable Air Volume (VAV) boxes. In place of the chiller, five (5) new rooftop units (RTUs) would be installed and be the primary source of heating and cooling for the building. New VAV boxes, duct work, gas piping, BAS connections, testing and balancing, and final commissioning are also included in the scope of work.

Currently facility ventilation for OPHFC is provided by three (3) indoor AHUs and five (5) rooftop units (RTUs). Cooling is provided by a combination of the RTUs and a chiller providing chilled water pumped to the AHUs. Heating is provided by gas heat to the RTUs and the AHUs. General exhaust is provided by exhaust fans. Per the "2023 Facilities Master Plan", the AHUs, RTUs, and Chiller are all 20+ years old and are recommended for replacement. Ongoing use of these systems will result in further decreased efficiency/reliability and increased repair costs.

As Trane would act as the project engineer and general contractor, the scope of work includes full construction management, mechanical/electrical/structural engineering, installation and subcontracting, material shipping and storage, and a one (1) year labor and materials warranty.

Upon completion of the project plans, which are attached for reference, the final proposal price submitted by Trane, Inc. was \$2,867,190.00, or \$122,810.00 less than the original cost estimate. The cost reduction is a result of project efficiencies identified by Public Works Staff and a competitive internal bidding process by Trane. As previously mentioned, proposal pricing is based on OMNIA Cooperative Contract #3341. It should be noted that the Village may request a third-party review of the proposal to ensure the Trane proposal is in accordance with OMNIA Cooperative Contract. A sample third party review of a previous Trane project proposal is attached for reference.

Permission to proceed with the final OPHFC HVAC Improvement Project plans requires approval by the Village Board of Trustees. As such, approval of the proposal submitted by Trane, Inc. dated November 11, 2024, for OPHFC HVAC Improvement Project is now requested. A project contingency is not requested as Trane guarantees that no change orders will be necessary to complete the full scope of work due to thorough site visit inspections.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

Financial Impact

Funds from capital account 3008010-570100 in the amount of \$2,990,000.00 are available for this project. The actual project cost will be \$2,867,190.00.

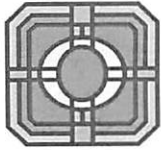
Recommended Action/Motion

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative OMNIA Cooperative Contract #3341 and authorize the approval and execution of a vendor contract with Trane, Inc. for the OPHFC HVAC Improvement Project, based on Trane's proposal dated November 11, 2024, for a total

not-to-exceed contract price of \$2,867,190.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Meeting Minutes

Board of Trustees

Village President Keith Pekau

Village Clerk Brian L. Gaspardo

Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,

Sean Kampas, Brian Riordan and Joni Radaszewski

Monday, December 2, 2024

7:00 PM

Village Hall

OPHFC HVAC Improvement Project - Final Approval

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative OMNIA Cooperative Contract #3341 and authorize the approval and execution of a vendor contract with Trane, Inc. for the OPHFC HVAC Improvement Project, based on Trane's proposal dated November 11, 2024, for a total not-to-exceed contract price of \$2,867,190.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

Brian L. Gaspardo, Village Clerk

Recording Secretary

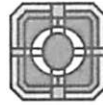
MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

December 19, 2024

Timothy Reynolds
Trane
7100 S. Madison St
Willowbrook, IL 60527

NOTICE OF AWARD – OPHFC HVAC Improvement Project

Dear Mr. Reynolds,

This notification is to inform you that on December 2, 2024, the Village of Orland Park Board of Trustees approved awarding Trane the contract in accordance with the proposal you submitted dated November 11, 2024, for OPHFC HVAC Improvement Project for an amount not to exceed two million eight hundred sixty-seven thousand one hundred ninety and 00/100 (\$2,867,190.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 6, 2025.

- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.
- Original Performance and Payment Bonds dated December 2, 2024, are to be submitted to Samantha Cooper, Executive Assistant, at 15655 S. Ravinia Ave, Orland Park, IL 60462.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Samantha Cooper, Executive Assistant, at scooper@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

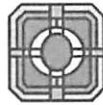
MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

February 25, 2025

Timothy Reynolds
Trane
7100 S. Madison St
Willowbrook, IL 60527

NOTICE TO PROCEED – OPHFC HVAC Improvement Project

Dear Mr. Reynolds,

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, insurance documents, and bonds in order for work to commence on the above stated project as of February 25, 2025.

Please contact me at 708-403-6108 to arrange the commencement of the work.

The Village will be processing a Purchase Order Number for this contract/service and it will be emailed to your company. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities