



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Midwest Mechanical Group LLC FOR Building Mechanical System Preventative Maintenance and
Repairs**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made the 5th day of July, 2022, by and between the Village of Orland Park (hereinafter referred to as "VILLAGE") and Midwest Mechanical Group LLC (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 Building Mechanical System Preventative Maintenance and Repairs (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. _____, and dated June 14, 2022; and/or
 Village of Orland Park ITB/RFP/Purchase Order No.22-037.

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 \$130,665.60 for 2022, or the annual Village Board approved budgeted amounts ("Contract Price")
 a not-to-exceed Proposal or Bid amount of \$, plus \$ 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 \$130,665.60 ("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 \$130,665.60. 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,

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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 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. When final acceptance is obtained the retention will be released in its entirety.

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 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.

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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 June 14, 2022 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:

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 July 5, 2022 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2024 (hereinafter the "Completion Date"), with the option to extend up to two (2) years at the Village's discretion, barring only Acts of God, due to which the Completion Date

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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.

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):

- 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.
- 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.
- 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.

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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:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(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

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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 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)

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(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 mitigating 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) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.

(viii) 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. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. 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.

E. 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.

F. 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 this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. 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.

H. 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

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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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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:

- 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

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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 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

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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 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.

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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 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 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

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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 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

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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 as 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 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

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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 redo 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: Jason Nape
Midwest Mechanical Group LLC
801 Parkview Blvd
Lombard, IL, 60148
Telephone: 630-850-8698
e-mail: jason.nape@midwestmech.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.

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

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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. 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

Midwest Mechanical Group LLC

By: E-SIGNED by Paul Szymczak
on 2022-07-12 13:28:21 GMT

Name: Paul Szymczak

VILLAGE OF ORLAND PARK

By: E-SIGNED by George Koczwara
on 2022-07-12 21:04:05 GMT

Name: George Koczwara

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Its Vice President of Sales & Authorized Agent Title: Village Manager

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Contractor's Proposal dated June 14, 2022
or Village RFP, ITB, and/or Purchase Order No. 22-037 dated June 15, 2022

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

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BIDDER SUMMARY SHEET

ITB 22-037

Building Mechanical System Preventative Maintenance and Repairs

Business Name: Midwest Mechanical Group, LLC.

Street Address: 801 Parkview Blvd.

City, State, Zip: Lombard, IL 60148

Contact Name: John O'Brien

Title: Maintenance Sales Representative

Phone: 630-366-7641 Fax: _____

E-Mail address: john.o'brien@midwestmech.com

Price Proposal

GRAND TOTAL BID PRICE

Please Fill Out and Submit Unit Price

Sheet 1st year cost per month grand total = \$108,888
(See unit price sheet for details)

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Jason Nape

Signature of Authorized Signee: Jason Nape

Title: General manager of Business Development Date: 6/14/2002



ORLAND PARK
Unit Price Sheet
ITB 22-037

Building Mechanical System Preventative Maintenance and Repairs - Re-Issue

BUILDING MECHANICAL MAINTENANCE	PREVENTATIVE	PROPOSED COST PER MONTH		PROPOSED COST PER MONTH FOR OPTIONAL YEARS		
LOCATION		2022	2023	2024	2025	2026
AREA 1 Stations)	(Metra	\$626.00	\$639.00	\$639.00	\$659.00	\$679.00
AREA 2 Parking Garage)	(143rd Street	\$376.00	\$387.00	\$387.00	\$399.00	\$411.00
AREA 3 Park Buildings)	(Centennial	\$832.00	\$857.00	\$857.00	\$883.00	\$910.00
AREA 4 Center Campus)	(Village	\$2,957.00	\$3,046.00	\$3,046.00	\$3,138.00	\$3,232.00
AREA 5 Buildings)	(Recreation	\$693.00	\$714.00	\$714.00	\$735.00	\$757.00
AREA 6 Department)	(Police	\$647.00	\$667.00	\$667.00	\$687.00	\$708.00
AREA 7 Works)	(Public	\$1,083.00	\$1,116.00	\$1,116.00	\$1,150.00	\$1,185.00
AREA 8 SportsPlex)		\$817.00	\$842.00	\$842.00	\$867.00	\$893.00
AREA 9 Buildings)	(Utility	\$1,043.00	\$1,074.00	\$1,074.00	\$1,106.00	\$1,139.00
TOTAL COST PER MONTH		<i>\$9,074</i>	<i>\$9,342</i>	<i>\$9,342</i>	<i>\$9,624</i>	<i>\$9,914</i>

BUILDING MECHANICAL SYSTEM REPAIRS	PROPOSED HOURLY COST		PROPOSED HOURLY COST FOR OPTIONAL YEARS		
Regular Hourly Service Rate Including Labor, Equipment and Transportation: Monday Through Friday 8AM - 5PM	2022	2023	2024	2025	2026
J Journeyman HVAC	\$188.00	\$170.00	\$172.00	\$174.00	\$174.00
Apprentice HVAC	\$168.00	\$170.00	\$172.00	\$174.00	\$174.00
Licensed Plumber	N/A	N/A	N/A	N/A	N/A
Apprentice Plumber	N/A	N/A	N/A	N/A	N/A
J Journeyman Electrician	\$188.00	\$170.00	\$172.00	\$174.00	\$174.00
Apprentice Electrician	\$168.00	\$170.00	\$172.00	\$174.00	
Other: _____					
Other: _____					
Emergency Hourly Service Rate Including Labor, Equipment and Transportation: After 5PM, Weekends and Emergency Call Out	2022	2023	2024	2025	2026
J Journeyman HVAC	\$252.00	\$255.00	\$258.00	\$261.00	\$261.00
Apprentice HVAC	\$252.00	\$255.00	\$258.00	\$261.00	\$261.00
Plumber RPZ Certified	N/A	N/A	N/A	N/A	N/A
Plumber-General	N/A	N/A	N/A	N/A	N/A
J Journeyman Electrician	\$252.00	\$255.00	\$258.00	\$261.00	\$261.00
Apprentice Electrician	\$252.00	\$255.00	\$258.00	\$261.00	\$261.00
Other: _____					
Other: _____					
Repair Park Mark Up	Mark Up Percentage for Repair Parts		Mark Up Percentage for Repair Parts for Optional Years		
	2022	2023	2024	2025	2026
Percentage of markup on price paid by Village for repair parts:	15.00%	15.00%	15.00%	15.00%	15.00%



Midwest Mechanical Summary

Midwest Mechanical is a design-build mechanical contractor specializing in HVAC service and existing building renewal, successfully serving commercial and industrial customers in Chicago and Northwest Indiana continuously since 1974. With over 80 technicians servicing our customers, Midwest Mechanical is dedicated to exceeding customer expectations. We are owned by Service Logic which is the largest privately held mechanical services contractor in the nation with 62 locations coast to coast.

Our core business approach is to *improve YOUR "bottom-line"* by applying *energy engineering* disciplines into every deliverable, resulting in lower utility-spend, increased operational efficiency, maximum system reliability and equipment life-cycle. *"Bottom-line" success to us means reducing cost of ownership, improving cash-flow and increasing property value.*

PROJECTS: Midwest Mechanical leverages in-house mechanical and energy engineering to design and construct the most *intelligent projects*. Because we are a full-service design-build contractor, we are capable of assist-build with new construction; however we specialize in existing building renewal.

Every project we consider a *"business-case"*, evaluating multi-faceted metrics including current operating costs, EUI (energy usage intensity), net project cost, annual savings, life-cycle savings, internal rate of return, property value impact, rebates/incentives and monthly cash-flow to name a few. As part of this comprehensive energy approach, complementary renewable technologies can be incorporated into projects to meet our customer's greenhouse gas reduction goals.

Our mechanical and electrical installers allow us to perform each project in-house, providing exceptional cost and scheduling control. Knowing and integrating our customer's procurement requirements are an essential component of our due-diligence and deliverable.

Project experiences include (small - \$50,000 or large - multi-million dollar) floor-to-floor ventilation and mechanical systems, central heating and cooling plants in commercial, industrial and residential buildings, retro-commissioning, lighting, water conservation and building envelop tightening, BACnet compatible building automation control and custom/critical control applications like data-centers, and BIG DATA integration for business intelligence and continuous commissioning.

HVAC SERVICE: From the smallest system components like filters to large 2,000 ton centrifugal chillers, our 20+ years-of-experience average per technician utilizes the most advanced preventive and predictive maintenance techniques (PM), producing reliable equipment and system performance. You can expect to work with Heating, Ventilation and Air Conditioning technicians who have:

- Paperless, detailed service reports & equipment service history
- Equipment specific, detailed maintenance tasking
- Certified, manufacturer-specific training on chillers, boilers (steam/hot water), package units, controls, ventilation, pumps, computer-room a/c and much more
- Supported by in-house professional engineers and certified energy managers
- Rigorous and highly successful safety training approach
- Management review of every service call

All Midwest Mechanical agreements are supported by live dispatch 24/7/365, and assign to each maintenance agreement primary and secondary technicians for your convenience. We work with each customer to understand their emergency response needs and seek to exceed those expectations. From routine PM, full-service agreements or full-time on-site support, our commitment to excellence has grown our maintenance agreement customer-base to over 800, which includes over 1500 building sites.

We appreciate the opportunity to provide the above summary and process to you and look forward to earning your business and establishing a solid business partnership for years to come.

Regards,

Jason Nape
General Manager Business Development
Midwest Mechanical



CERTIFICATE OF LIABILITY INSURANCE

4/1/2023

DATE (MM/DD/YYYY)

7/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS 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	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcts@lockton.com	CONTACT NAME:	FAX (A/C, No):	
		PHONE (A/C, No, Ext):		
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		
INSURED 1304803	MIDWEST MECHANICAL GROUP, LLC 801 PARKVIEW BOULEVARD LOMBARD IL 60148	INSURER A : Greenwich Insurance Company		
		INSURER B : The Cincinnati Insurance Company		
		INSURER C : XL Insurance America, Inc.		
		INSURER D :		
		INSURER E :		
		INSURER F :		
		NAIC #		
		22322		
		10677		
		24554		

COVERAGES

CERTIFICATE NUMBER: 17762280

REVISION NUMBER: XXXXXXX

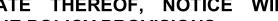
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: INSURED'S WORK/SERVICES; THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS ARE ADDITIONAL INSURED FOR GENERAL LIABILITY (ONGOING & COMPLETED OPERATIONS); PRIMARY/NON-CONTRIBUTORY; WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY AND WORKERS COMPENSATION; 60 DAYS-NOTICE OF CANCELLATION; PER ATTACHED ENDORSEMENTS. UMBRELLA IS FOLLOW FORM OVER UNDERLYING GENERAL LIABILITY, AUTO LIABILITY, EMPLOYERS LIABILITY.

CERTIFICATE HOLDER

CANCELLATION See Attachments

<p>17762280 VILLAGE OF ORLAND PARK ATTN: NICOLE MERCED, FINANCE MANAGEMENT ANALYST 14700 RAVINIA AVENUE ORLAND PARK IL 60462</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE </p>

POLICY NUMBER: RGD300147503 COMMERCIAL GENERAL LIABILITY

CG 20 10 12 19

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

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

All Locations as required per written contract.

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.

POLICY NUMBER: RGD300147503 COMMERCIAL GENERAL LIABILITY

CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR

CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

Location And Description Of Completed Operations

All Locations as require per written contract.

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". 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 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; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

All Locations as required per written contract.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 4/1/2022, forms a part of
Policy No. RGD300147503 issued to MIDWEST MECHANICAL GROUP, LLC
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this

insurance shall apply as primary and not contributing with any insurance carried by such Additional

Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged

XIL 424 0605

©, 2005, XL America, Inc.

POLICY NUMBER:
RGD300147503

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT, EFFECTIVE 4/1/2022 FORMS A PART OF POLICY NO. RGD300147503
ISSUED TO MIDWEST MECHANICAL GROUP, LLC
by Greenwich Insurance Company**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

**IN THE EVENT COVERAGE IS CANCELLED FOR ANY STATUTORILY PERMITTED REASON,
OTHER THAN NONPAYMENT OF PREMIUM, ADVANCED WRITTEN NOTICE WILL BE MAILED OR
DELIVERED TO PERSON(S) OR ENTITY(IES) ACCORDING TO THE NOTIFICATION SCHEDULE
SHOWN BELOW:**

NAME OF THE PERSON(S) OR ENTITY(IES) & MAILING ADDRESS:	NUMBER OF DAYS ADVANCED NOTICE OF CANCELLATION:
Per the most current schedule maintained by Lockton Companies, LLC and furnished to AXA XL no less than 75 days prior to the effective date of the cancellation.	60

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

IXI 405 0910

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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 anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
MIDWEST MECHANICAL GROUP, LLC
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001476-03
Countersigned by

Endorsement No.
Premium Included

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 57
(Ed. 12/10)

ENDORSEMENT #

This endorsement, effective 4/1/2022 forms a part of Policy No. RWD3001476-03 issued to MIDWEST MECHANICAL GROUP, LLC by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies) Mailing Address:

Per the most current schedule maintained by Lockton Companies, LLC and furnished to AXA XL no less than 75 days prior to the effective date of cancellation.

Mailing Address:

Number of Days Advanced Notice of Cancellation:

60

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2022

Insured: MIDWEST MECHANICAL GROUP, LLC

Insurance Company: XL Insurance America, Inc.

WC 99 06 57 - Ed. 12/10



ORLAND PARK

REQUEST FOR CHANGE ORDER # 1

Purchase Order/ Contract #: 24000119 / 2022110

Change Order Request Date: 9/16/2024

Company Name: Midwest Mechanical Group LLC

Contract Title: 2022-0501 Building Mechanical System Preventative Maintenance & Repair

NOTE: The above referenced contract is for a fixed not to exceed amount and scope of services. For any change to the contract amount or scope of services this form must be completed and signed by the contractor and approved and authorized by the Village of Orland Park **BEFORE** commencing with any work beyond the dollar amount or scope of the original, or previously amended contract/purchase order.

Item	Description	Amount
A	Original contract value (without contingency)	\$ 399,715.40
B	Total amount of previous change orders for contract (not contingency)	\$ 0.00
C	Total current contract amount (A + B)	\$ 399,715.40
D	Amount of this change order for contract (+ or -)	\$ 60,038.14
E	Revised contract amount (C + D)	\$ 459,753.54
F	Percent of current contract amount this change order represents (D/C)	15.02%
G	Cumulative percent of all change orders (B + D)/A	15.02%
H	Original contract completion date	12/31/24
I	Revised contract completion date	
J	Total amount of contingency	\$ 0.00
K	Amount of this contingency funds request	\$ 0.00
L	Amount of previous contingency funds approved	\$ 0.00
M	Contingency funds remaining	\$ 0.00

Brief description of services provided under the contract:

Building Mechanical System Preventative Maintenance & Repair

Reason for requested change: (if requesting approval for contingency funds, date extension by a total of 30 days or more, identify % and amount on contract)

As of today, \$115,353.14 of Midwest Mechanical's \$134,525 Purchase Order has been spent, largely due to unexpected major HVAC repairs at OPHFC, SportsPlex, Rec Admin, and Village Hall, resulting in a current open balance of \$19,171.86. For reference, Public Works has been spending approximately \$6,500/month on repairs in addition to the \$9,342/monthly PM service. As such, Public Works is requesting \$60,038.14 in additional funds added to the 2024 PO to cover the balance of the year.

For Village Use Only: IN ACCORDANCE WITH 720 ILCS 5/33E-9 this section shall only apply to a change order or a series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$25,000 or more or the time of completion by a total of 30 days or more (up to 180 days).

As the authorized designee of the Village of Orland Park to approve a change order to this public contract, I hereby make the following written determination regarding this change order and authorize and approve the same:

- The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed
- The change is germane to the original contract as signed
- The change order is in the best interest of the Village of Orland Park and authorized by law

This written determination and this written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection.

Company Name: MIDWEST MECHANICAL

Signature: D. O. T. B.

Printed Name: DANIEL T. BRANDOUNO

Title: VICE PRESIDENT - Public Sector

Date: 10/18/24

Village of Orland Park

Signature: Jim Culotta

Printed Name: George Koezwara Jim Culotta

Title: Village Manager Interim Village Manager

Date: 10-24-24



**ADDENDUM A TO BUILDING MECHANICAL SYSTEM PREVENTATIVE MAINTENANCE AND REPAIRS,
DATED JULY 5, 2022,
BETWEEN
THE VILLAGE OF ORLAND PARK AND MIDWEST MECHANICAL GROUP LLC**

WHEREAS, on July 5, 2022, a certain Agreement between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Midwest Mechanical Group LLC (hereinafter referred to as "Contractor") for the performance of certain professional services for the Village in connection with Building Mechanical System Preventative Maintenance and Repairs (hereinafter referred to as the "Project", the "Work", or the "Services") was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to modify COMPENSATION and CONTRACT DOCUMENTS.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum A and the Agreement, the provisions of this Addendum A shall control.
2. **SECTION 2: COMPENSATION** in said Agreement shall be amended to strike the clause "a not-to-exceed amount of \$130,665.60 for 2022, or the annual Village Board approved budgeted amounts ("Contract Price")" and replace with the clause "a not-to-exceed amount of \$130,665.60 for 2022, \$134,524.80 for 2023, and \$194,563.14 for 2024 ("Contract Price")."
3. **SECTION 4: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include Addendum A, dated September 16, 2024.
4. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
5. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum A, made and entered into effective the **16th day of September, 2024**, shall be attached to and form a part of the Agreement dated the 5th day of July, 2022, and shall take effect upon signature below by duly authorized agents of both parties.

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

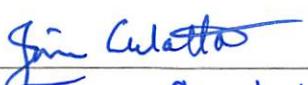
MIDWEST MECHANICAL GROUP LLC

By: 

Name: DANIEL T. BRANDORMO

Its VICE PRESIDENT and Authorized Agent

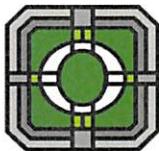
VILLAGE OF ORLAND PARK

By: 

Name: Jim Culotta

Title: Interim Village Manager

ATTEST: _____



VILLAGE OF ORLAND PARK

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

Master

File Number: 2024-0692

File ID: 2024-0692	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 09/09/2024
Agenda Entry: 2024 Facilities Preventative Maintenance - Change Order #1	Final Action: 09/16/2024	
Title: 2024 Facilities Preventative Maintenance - Change Order #1		

Notes:

Sponsors:	Res/Ord Date:
Attachments: Contract - Midwest Mechanical, Legistar File 2022-0501, CO #1 - Building Mechanical PM & Repairs, ADDENDUM A - Building Mechanical PM & Repairs	Res/Ord Number:
Drafter:	Hearing Date:
Department Contact:	Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	09/09/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	09/16/2024	APPROVED				Pass

Text of Legislative File 2024-0692

.. Title
2024 Facilities Preventative Maintenance - Change Order #1

History

On July 5, 2022, the Village Board approved the proposal from Midwest Mechanical Group, LLC for ITB 22-037 Building Mechanical System Preventative Maintenance and Repairs (see 2022-0501). The Board approved motion states the following:

"I move to approve awarding ITB 22-037 Building Mechanical System Preventative Maintenance and Repairs to Midwest Mechanical Group, LLC of Lombard, IL for 2022-2024, with the Village's option to extend the contract for an additional two (2) years, for an amount not to exceed \$130,665.60 for 2022, or the annual Village Board approved budgeted amounts."

This language is also reflected in the contract with Midwest Mechanical.

In 2024, the Village Board approved budget in GL account 1008010-443200 included \$134,525 for "Facilities Preventative Maintenance Contract", which equals Midwest Mechanical's current 2024 Purchase Order for monthly preventative maintenance and repairs. It should be noted that the Village Board also approved in this same GL account \$25,000 for "Repairs Resulting from Preventative Maintenance Inspections" and \$50,000 for "HVAC Equipment Repairs and Maintenance" to be used for supplemental HVAC and Mechanical maintenance.

As of today, \$115,353.14 of Midwest Mechanical's \$134,525 Purchase Order has been spent, largely due to unexpected major HVAC repairs at OPHFC, SportsPlex, Rec Admin, and Village Hall, resulting in a current open balance of \$19,171.86. For reference, Public Works has been spending approximately \$6,500/month on repairs in addition to the \$9,342/monthly PM service. As such, Public Works projects the following additional funds to cover the balance of the year added to the contract as summarized below:

Monthly PM Service: \$9,342/month x 5 months (August - December) = \$46,710.00
Additional Maintenance Repairs (estimated) = \$6,500/month x 5 months = \$32,500.00
Total = \$79,210.00
PO Balance = \$19,171.86
Additional Funds Requested = \$60,038.14

Financial Impact

Additional funds are available for this change order in Public Works account 1008010-443200.

Recommended Action/Motion

I move to approve Change Order #1 to increase the amount of the Village's existing Facilities Preventative Maintenance contract with Midwest Mechanical to add \$60,038.14 in additional funds to the 2024 contracted amount of \$134,525.00 for a new for a new not-to-exceed amount of \$194,563.14;

AND

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



VILLAGE OF ORLAND PARK

Meeting Minutes

Board of Trustees

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

*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, September 16, 2024

7:00 PM

Village Hall

2024 Facilities Preventative Maintenance - Change Order #1

I move to approve Change Order #1 to increase the amount of the Village's existing Facilities Preventative Maintenance contract with Midwest Mechanical to add \$60,038.14 in additional funds to the 2024 contracted amount of \$134,525.00 for a new for a new not-to-exceed amount of \$194,563.14;

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



**ADDENDUM B TO BUILDING MECHANICAL SYSTEM PREVENTATIVE MAINTENANCE AND
REPAIRS, DATED JULY 5, 2022, AMENDED SEPTEMBER 16, 2024,
BETWEEN
THE VILLAGE OF ORLAND PARK AND MIDWEST MECHANICAL GROUP LLC**

WHEREAS, on July 5, 2022, a certain Agreement between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Midwest Mechanical Group, LLC (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Building Mechanical System Preventative Maintenance and Repairs (hereinafter referred to as the "Project", the "Work", or the "Services") was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, on September 16, 2024, a certain Agreement between the Village and the Consultant for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum A"); and

WHEREAS, the Village wishes to modify SCOPE OF WORK, COMPENSATION, CONTRACT DOCUMENTS, and TERM OF THE CONTRACT.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum B and the Agreement, the provisions of this Addendum B shall control.
2. **SECTION 1: SCOPE OF THE WORK** of said Agreement shall be amended to include the "Scope of Work" as set forth in Consultant's Revised Proposal, dated December 2, 2024, due to a change in preventative maintenance service locations.
3. **SECTION 2A: COMPENSATION** in said Agreement shall be amended to add the words "a total not-to-exceed contract price of \$138,585.60 in 2025, and a total not-to-exceed contract price of \$142,761.60 in 2026."
4. **SECTION 3: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include Addendum B, dated December 2, 2024, and "Proposal for Work, dated December 2, 2024."
5. **SECTION 4A: TERM OF THE CONTRACT** of said Agreement shall be amended to strike contract completion date of December 31, 2024, and to exercise the option to extend two (2) optional years, for a new contract completion date of December 31, 2026.
6. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
7. This Addendum B may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum B, made and entered into effective the **2nd day of December, 2024**, shall be attached to and form a part of the Agreement dated the 5th day of July, 2022, amended September 16, 2024, and shall take effect upon signature below by duly authorized agents of both parties.

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

MIDWEST MECHANICAL GROUP LLC

By: Jason Erickson
Name: Jason Erickson

Its _____ and Authorized Agent

VILLAGE OF ORLAND PARK

By: Jim Cubotta
Name: Jim Cubotta

Title: Interim Village Manager

ATTEST: _____

Maintenance Agreement Addendum

Proposal Date: **December 2, 2024**

Subject to change after 10 business days from proposal date

Client:

Village of Orland Park
14700 Ravina Ave
Orland Park IL 60462
Contact: Mike Mazza
Email: mmazza@orlandpark.org

CUSTOMER NUMBER: 180VOOP

EFFECTIVE DATE: January 1, 2025

ADDITIONAL ANNUAL AGREEMENT COST: \$ 0

This Addendum will add the two new locations shown below and the equipment associated with each to your existing Preventive Maintenance Agreement, and is subject to the terms, conditions, and scope stated therein. This Addendum will also remove all Utility Sites from the existing Preventative Maintenance Agreement.

NEW LOCATION	RELATED EQUIPMENT
Police Department Firing Range Facility	See Attached
Athletic Operations Maintenance Facility	See Attached

Offered By:
Midwest Mechanical

Oliva Devooght
Business Development Manager
olivia.devooght@midwestmech.com

Approved For:
Village of Orland Park

Jim Culotta
Signature

Jim Culotta
Printed Name

Interim Village Manager
Title

1-29-25
Date

ADDED SITES**Athletic Operations Maintenance Facility****MECHANICAL EQUIPMENT**

MANUFACTURER	MODEL NUMBER	DESCRIPTION
CARRIER	59TP6B080V17-16 / CVPVA3617XMC	SEALED COMBUSTION FURNACE / DX COIL
CARRIER	24TPA736A003	AIR COOLED CONDENSING UNIT
STERLING	ME25A6B01K21C1AB3E3K5	SUSPENDED MAKUP AIR UNIT
STERLING	GG-045	SUSPENDED GAS FIRED UNIT HEATERS
GREENHECK	SQ-80	ROOF MOUNTED GENERAL EXHAUST FAN
GREENHECK	SQ-160	ROOF MOUNTED GENERAL EXHAUST FAN
GREENHECK	SP-LP0511-1	CEILING MOUNTED GENERAL EXHAUST FAN
GREENHECK	SP-A200	CEILING MOUNTED TOILET EXHAUST FAN
GREENHECK	SP-A200	CEILING MOUNTED TOILET EXHAUST FAN
OUELLET	OHV02008AM	SUSPENDED ELECTRIC UNIT HEATER

Police Department Firing Range**MECHANICAL EQUIPMENT**

MANUFACTURER	MODEL NUMBER	DESCRIPTION
TRANE	THC037E4	RTU 1
TRANE	TSJ072A4	RTU 2
TRANE	TSJ102A4	RTU 3
TRANE	TSJ180A4	RTU 4
TRANE	RF0504343	RTU 5
MITSUBISHI	MSZ-FS24NA-U1	Ductless Split System
MITSUBISHI	MSZ-FS24NA-U1	Ductless Split System
MITSUBISHI	MUZ-FS24NAH	AIR-COOLED CONDENSING UNIT
MITSUBISHI	MUZ-FS24NAH	AIR-COOLED CONDENSING UNIT
AO SMITH	DRE-52-9	Electric Water Heater
Q-MARK	CP3751F	Electric Heater
Q-MARK	CP3751F	Electric Heater
Q-MARK	CP3751F	Electric Heater
Q-MARK	CP3751F	Electric Heater
Q-MARK	CWH1101DSF	Electric Heater
Q-MARK	MUH0581	Electric Heater
GREENHECK	CUE-090-VG	Exhaust Fan
GREENHECK	CUE-090-VG	Exhaust Fan
GREENHECK	AER-20-03-0310-VG	Exhaust Fan
GREENHECK	AX-103-275-0614	Return Fan

REMOVED SITES

AREA 9	UTILITY BUILDINGS		
BRLS-P1	Breckenridge Lift Station	Sump pump	PUMP
BRLS-P2	Breckenridge Lift Station	Sump pump	PUMP
BRLS-SP1	Breckenridge Lift Station	Sump pump	PUMP
BRLS-UH1	Breckenridge Lift Station	UTILITY HEATER	UTILITY HEATER
CLS-DEHUM	Catalina Lift Station	Dehumidifier	DEHUMIDIFIER
CLS-H1	Catalina Lift Station	HEATER	HEATER
CLS-P1	Catalina Lift Station	PUMP	PUMP
CLS-P2	Catalina Lift Station	PUMP	PUMP
CLS-SF1	Catalina Lift Station	Supply Blower fan	BLOWER FAN
CLS-SP1	Catalina Lift Station	PUMP	PUMP
CSLS-H1	Crystal Springs Lift Station	HEATER	HEATER
CSLS-P1	Crystal Springs Lift Station	Crystal Springs Lift Station	PUMP
CSLS-P2	Crystal Springs Lift Station	PUMP	PUMP
FWLS-DEHUM	Fairway Lift Station	Dehumidifier	DEHUMIDIFIER
FWLS-H1	Fairway Lift Station	HEATER	HEATER
FWLS-P1	Fairway Lift Station	Fairway Lift Station	PUMP
FWLS-P2	Fairway Lift Station	PUMP	PUMP
FWLS-SF1	Fairway Lift Station	Supply Fan	SUPPLY FAN
FWLS-SP1	Fairway Lift Station	Sump pump	PUMP
HPBS-H1	Hunter Point Booster Station	HEATER	HEATER
HPBS-P1	Hunter Point Booster Station	Hunter Point Booster Station	PUMP
HPBS-P2	Hunter Point Booster Station	PUMP	PUMP
HPBS-SSAC	Hunter Point Booster Station	SPLIT SYSTEM	SPLIT SYSTEM
OPLS-DEHUM	Orland Parkway Lift Station	Dehumidifier	DEHUMIDIFIER
OPLS-EF1	Orland Parkway Lift Station	EXHAUST FAN	EXHAUST FAN
OPLS-H1	Orland Parkway Lift Station	HEATER	HEATER
OPLS-P1	Orland Parkway Lift Station	Orland Parkway Lift Station	PUMP
OPLS-P2	Orland Parkway Lift Station	PUMP	PUMP
OPLS-SP1	Orland Parkway Lift Station	Sump pump	PUMP
PSBS-EF1	Parkside Booster Station	EXHAUST FAN	EXHAUST FAN
PSBS-H1	Parkside Booster Station	HEATER	HEATER
PSBS-HP1	Parkside Booster Station	Heatpump	PUMP
PSBS-P1	Parkside Booster Station	Parkside Booster Station	PUMP
PSBS-P2	Parkside Booster Station	PUMP	PUMP
PSBS-P3	Parkside Booster Station	PUMP	PUMP
PWLS-DEHUM	Parkwood Lift Station	Dehumidifier	DEHUMIDIFIER
PWLS-H1	Parkwood Lift Station	HEATER	HEATER
PWLS-P1	Parkwood Lift Station	Parkwood Lift Station	PUMP
PWLS-P2	Parkwood Lift Station	PUMP	PUMP

PWLS-SF1	Parkwood Lift Station	Supply (?) Fan	FAN
PWLS-SP1	Parkwood Lift Station	Sump pump	PUMP
PNLS-EF1	Pinewood North Lift Station	EXHAUST FAN	EXHAUST FAN
PNLS-H1	Pinewood North Lift Station	HEATER	HEATER
PNLS-P1	Pinewood North Lift Station	Pinewood North Lift Station	PUMP
PNLS-P2	Pinewood North Lift Station	PUMP	PUMP
PNLS-SP1	Pinewood North Lift Station	PUMP	PUMP
SPLS-H1	Seton Place Lift Station		HEATER
SPLS-P1	Seton Place Lift Station	Seton Place Lift Station	PUMP
SPLS-P2	Seton Place Lift Station	PUMP	PUMP
SPLS-SP1	Seton Place Lift Station	PUMP	PUMP
SCLS-EF1	Spring Creek lift station	EXHAUST FAN	EXHAUST FAN
SCLS-H1	Spring Creek lift station	HEATER	HEATER
SCLS-P1	Spring Creek lift station	Spring Creek lift station	PUMP
SCLS-P2	Spring Creek lift station	PUMP	PUMP
TBLS-P1	Teebrook lift station pump	Teebrook lift station pump	PUMP
TBLS-P2	Teebrook lift station pump	PUMP	PUMP
TBLS-SF1	Teebrook lift station pump	Supply (?) Fan	FAN
TBLS-SP1	Teebrook lift station pump	Sump pump	PUMP
TPS-AC	Thistlewood Pump Station	THISTLEWOOD PUMP STATION BASEMENT AC UNIT	AC UNIT
TPS-AHU	Thistlewood Pump Station	THISTLEWOOD PUMP STATION AIR HANDLING UNIT	AHU
TPS-B1	Thistlewood Pump Station	THISTLEWOOD PUMP STATION BOILER	BOILER
TPS-BP1	Thistlewood Pump Station	Duplex Domestic booster pump	PUMP
TPS-BP2	Thistlewood Pump Station	Duplex Domestic booster pump	PUMP
TPS-CON	Thistlewood Pump Station	THISTLEWOOD PUMP STATION AHU CONDENSER	CONDENSER
TPS-CUH1	Thistlewood Pump Station	UNIT HEATER	UNIT HEATER
TPS-CUH2	Thistlewood Pump Station	UNIT HEATER	UNIT HEATER
TPS-CUH3	Thistlewood Pump Station	UNIT HEATER	UNIT HEATER
TPS-CUH4	Thistlewood Pump Station	UNIT HEATER	UNIT HEATER
TPS-CUH5	Thistlewood Pump Station	UNIT HEATER	UNIT HEATER
TPS-CUH6	Thistlewood Pump Station	UNIT HEATER	UNIT HEATER
TPS-CUH7	Thistlewood Pump Station	UNIT HEATER	UNIT HEATER
TPS-DHUM	Thistlewood Pump Station	Portable dehumidifier	DEHUMIDIFIER
TPS-DHUM2	Thistlewood Pump Station	Portable dehumidifier	DEHUMIDIFIER
TPS-EF1	Thistlewood Pump Station	THISTLEWOOD PUMP STATION EXHAUST FAN 1	EXHAUST FAN
TPS-EF2	Thistlewood Pump Station	THISTLEWOOD PUMP STATION EXHAUST FAN 2	EXHAUST FAN
TPS-EF3	Thistlewood Pump Station	THISTLEWOOD PUMP STATION EXHAUST FAN 3	EXHAUST FAN
TPS-EF4	Thistlewood Pump Station	THISTLEWOOD PUMP STATION EXHAUST FAN 4	EXHAUST FAN
TPS-EF5A	Thistlewood Pump Station	THISTLEWOOD PUMP STATION EXHAUST FAN 5A	EXHAUST FAN
TPS-EF5B	Thistlewood Pump Station	THISTLEWOOD PUMP STATION EXHAUST FAN 5B	EXHAUST FAN

TPS-HWP1	Thistlewood Pump Station	PUMP	PUMP
TPS-HWP2	Thistlewood Pump Station	PUMP	PUMP
TPS-P1	Thistlewood Pump Station	Main water pump 1	PUMP
TPS-P2	Thistlewood Pump Station	Main water pump 2	PUMP
TPS-P3	Thistlewood Pump Station	Main water pump 3	PUMP
TPS-P4	Thistlewood Pump Station	Main water pump 4	PUMP
TPS-PS	Thistlewood Pump Station	Main water pump 5	PUMP
TPS-P6	Thistlewood Pump Station	Main water pump 6	PUMP
TPS-SF1	Thistlewood Pump Station	Sump pump	PUMP
TPS-SP1	Thistlewood Pump Station	Sump pump	PUMP
TPS-SP2	Thistlewood Pump Station	Sump pump	PUMP
TPS-WH1	Thistlewood Pump Station	WATER HEATER	WATER HEATER
VWSS-P1	Villa West Storm Station	Villa West Storm Station	PUMP
WC-DWH	Williams Court Well House	WILLIAMS COURT WELL HOUSE DOMESTIC WATER HEATER	WATER HEATER
WC-F	Williams Court Well House	WILLIAMS COURT WELL HOUSE FURNACE	FURNACE
WH5-DEHUM	WELL HOUSE 5	Dehumidifier	DEHUMIDIFIER
WH5-DWH	WELL HOUSE 5	WATER HEATER	WATER HEATER
WH5-F	WELL HOUSE 5	FURNACE	FURNACE
WH5-H1	WELL HOUSE 5	HEATER	HEATER
WH5-SP1	WELL HOUSE 5	Sump pump	PUMP
WH5-UH1	WELL HOUSE 5	UNIT HEATER	UNIT HEATER
WH5-UH2	WELL HOUSE 5	UNIT HEATER	UNIT HEATER
WH7-DWH	WELL HOUSE 7	WATER HEATER	WATER HEATER
WH7-F	WELL HOUSE 7	FURNACE	FURNACE
WH7-H	WELL HOUSE 7	HEATER	HEATER
WH7-SP1	WELL HOUSE 7	PUMP	PUMP
WH7-UH1	WELL HOUSE 7	UNIT HEATER	UNIT HEATER
WH7-UH2	WELL HOUSE 7	UNIT HEATER	UNIT HEATER
WH9-DWH	WELL HOUSE 9	WATER HEATER	WATER HEATER
WH9-F	WELL HOUSE 9	FURNACE	FURNACE
WH9-H	WELL HOUSE 9	HEATER	HEATER
WH10-DWH	WELL HOUSE 10	WATER HEATER	WATER HEATER
WH10-F	WELL HOUSE 10	FURNACE	FURNACE
WH10-SP1	WELL HOUSE 10	Sump pump	PUMP
WH10-UH1	WELL HOUSE 10	UNIT HEATER	UNIT HEATER
WT1-DEHUM	Water Tower 1	Dehumidifier	DEHUMIDIFIER
WT1-UH1	Water Tower 1	Water Tower 1	UNIT HEATER
WT4-H1	Water Tower 4	Water Tower 4	HEATER
WT4-SP1	Water Tower 4	Sump pump	PUMP
WT6-DEHUM	Water Tower 6	Dehumidifier	DEHUMIDIFIER

WT6-H1	Water Tower 6	HEATER	HEATER
WT8-SP1	Water Tower 8	Sump pump	PUMP
WT8-UH1	Water Tower 8	Water Tower 8	UNIT HEATER
WWH-DWH	Wheeler Drive Well House	WHEELER DRIVE WELL HOUSE DOMESTIC WATER HEATER	WATER HEATER
WWH-F	Wheeler Drive Well House	WHEELER DRIVE WELL HOUSE FURNACE	FURNACE
WWLS-DEHUM	Wedgewood Lift Station	Dehumidifier	DEHUMIDIFIER
WWLS-EF1	Wedgewood Lift Station	EXHAUST FAN	EXHAUST FAN
WWLS-H1	Wedgewood Lift Station	HEATER	HEATER
WWLS-P1	Wedgewood Lift Station	HEATER	PUMP
WWLS-P2	Wedgewood Lift Station	PUMP	PUMP
WWLS-P3	Wedgewood Lift Station	PUMP	PUMP
WWLS-P4	Wedgewood Lift Station	PUMP	PUMP
WWLS-SF1	Wedgewood Lift Station	Supply Fan	FAN
WWLS-SP1	Wedgewood Lift Station	Sump pump	PUMP



VILLAGE OF ORLAND PARK

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

Master

File Number: 2022-0501

File ID: 2022-0501	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 06/20/2022
Agenda Entry: Building Mechanical System Preventative Maintenance and Repairs - 22-037 ITB Re-Issue		Final Action: 07/05/2022
Title: Building Mechanical System Preventative Maintenance and Repairs - 22-037 ITB Re-Issue		

Notes:

Sponsors:	Res/Ord Date:
Attachments: ITB 22-037 Scope of Work, ITB 22-037 Audit Report, ITB 22-037 Tabulation, Proposal-MECHANICAL INC, Proposal-MIDWEST MECHANICAL	Res/Ord Number:
Drafter:	Hearing Date:
Department	Effective Date:
Contact:	
Related Files:	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	06/20/2022	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	07/05/2022	APPROVED				Pass
			Aye: 6	Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, and Village President Pekau			
			Nay: 0				
			Absent: 1	Trustee Radaszewski			

Text of Legislative File 2022-0501

..Title

Building Mechanical System Preventative Maintenance and Repairs - 22-037 ITB Re-Issue

History

On February 21, 2022, ITB 22-005 "Building Mechanical System Preventative Maintenance and Repairs" was rejected by the Village Board due to an insufficient number of submittals after only one (1) bid was received. Following the rejection, Public Works staff reached out to several contractors regarding the ITB. The consensus amongst contractors was that the Building

Mechanical System (BMS) data provided in the ITB was lacking in detail necessary to provide accurate bid numbers.

Public Works staff subsequently worked with a consultant to compile and organize a thorough registry of over six hundred (600) facility mechanical assets (e.g. boilers, compressors, RTUs, exhaust fans) at forty-three (43) different locations. These locations were then grouped into the nine (9) areas listed below:

BMS AREAS

AREA 1 - Metra Stations
AREA 2 - 143rd Street Parking Garage
AREA 3 - Centennial Park Buildings
AREA 4 - Village Center Campus
AREA 5 - Recreation Buildings
AREA 6 - Police Department
AREA 7 - Public Works
AREA 8 - SportsPlex
AREA 9 - Utility Buildings

Consequently, on May 25, 2022, the Village issued Invitation to Bid (ITB) 22-037 "Building Mechanical System Preventative Maintenance and Repairs - Reissue" requesting bids from contractors interesting in providing BMS Preventative Maintenance and Repairs. The intent of the bid was to obtain the services of a qualified contractor having experience in preventive maintenance and repairs for a contract term of three (3) years, with an option for two (2) additional years.

As compared to ITB 22-005, bidders were provided with an exhaustive list of asset data and detailed photos. A list of BMS assets requiring preventative maintenance as well as a schedule of maintenance tasks was detailed in the Building Mechanical System Preventative Maintenance Information, Equipment Data, and Preventative Maintenance Frequency and Task Lists, which were provided in the ITB.

The selected contractor will be capable of providing the full spectrum of BMS preventative maintenance services consisting of inspections, maintenance, repair, and replacement of the heating, ventilating, air conditioning systems, subsystems, etc. Bidders were required to provide a fixed monthly compensation basis for performing preventive work for each asset identified in each of the nine (9) areas mentioned above. This fixed monthly compensation included the cost for material, equipment, and overhead that are required to perform the preventive maintenance as specified in the ITB. Contractors were also asked to provide separate costs for repairs to restore operation of these systems in the event of failure.

During the two (2) weeks that the bid was open for review, seventeen (17) firms downloaded either partial or complete bid packages. ITB 22-037 was opened on June 15, 2022, at which point two (2) firms had submitted bids. Both qualifying bid packages and an audit of the bid submittals are attached for reference. A summary of the annualized Building Mechanical System Preventative Maintenance bid prices is provided below:

Midwest Mechanical Group, LLC

2022: \$108,888.00
2023: \$112,104.00
2024: \$112,104.00

2025: \$115,488.00 (*optional year*)
2026: \$118,968.00 (*optional year*)

Mechanical Inc. (dba Helm Service)

2022: \$173,016.96
2023: \$173,016.96
2024: \$173,016.96
2025: \$178,212.84 (*optional year*)
2026: \$183,559.08 (*optional year*)

Public Works staff met with representatives from both companies to ensure the scope of work was fully comprehended. Accordingly, based on bid pricing, staff recommends approving the bid from Midwest Mechanical Group, LLC for three (3) years (2022 - 2024), with the options to extend the contract for an additional two (2) years (2025 - 2026).

In addition to Building Mechanical System Preventative Maintenance costs, annual contract amounts will include funds for "Facility Mechanical System Repairs" based on the hourly rates detailed on the Midwest Mechanical Group, LLC Unit Price Sheet in an amount of twenty percent (20%) of the annual Building Mechanical System Preventative Maintenance bid prices. Therefore, contract amounts would be:

2022: \$108,888.00 + \$21,777.60 = \$130,665.60
2023: \$112,104.00 + \$22,420.80 = \$134,524.80
2024: \$112,104.00 + \$22,420.80 = \$134,524.80
2025: \$115,488.00 + \$23,097.60 = \$138,585.60 (*optional year*)
2026: \$118,968.00 + \$23,793.60 = \$142,761.60 (*optional year*)

Financial Impact

Funds were budgeted in FY2022 for Contractor Support for Preventative Maintenance.

Recommended Action/Motion

I move to approve awarding ITB 22-037 Building Mechanical System Preventative Maintenance and Repairs to Midwest Mechanical Group, LLC of Lombard, IL for 2022-2024, with the Village's option to extend the contract for an additional two (2) years, for an amount not to exceed \$130,665.60 for 2022, or the annual Village Board approved budgeted amounts ;

AND

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



ORLAND PARK

REQUEST FOR CHANGE ORDER # 2

Purchase Order/ Contract #: 24000119 / 2022110

Change Order Request Date: 1/20/2025

Company Name: Midwest Mechanical Group

Contract Title: Building Mechanical System Preventative Maintenance and Repairs (for FY 2024)

NOTE: The above referenced contract is for a fixed not to exceed amount and scope of services. For any change to the contract amount or scope of services this form must be completed and signed by the contractor and approved and authorized by the Village of Orland Park **BEFORE** commencing with any work beyond the dollar amount or scope of the original, or previously amended contract/purchase order.

Item	Description	Amount
A	Original contract value (without contingency) for FY 2024	\$ 134,525.00
B	Total amount of previous change orders for contract (not contingency)	\$ 60,038.14
C	Total current contract amount (A + B)	\$ 194,563.14
D	Amount of this change order for contract (+ or -)	\$ 48,721.21
E	Revised contract amount (C + D)	\$ 243,284.35
F	Percent of current contract amount this change order represents (D/C)	25.04%
G	Cumulative percent of all change orders (B + D)/A	80.85%
H	Original contract completion date	12/31/24
I	Revised contract completion date	12/31/26
J	Total amount of contingency	\$ 0.00
K	Amount of this contingency funds request	\$ 0.00
L	Amount of previous contingency funds approved	\$ 0.00
M	Contingency funds remaining	\$ 0.00

Brief description of services provided under the contract:

Building Mechanical System Preventative Maintenance & Repair

Reason for requested change: (if requesting approval for contingency funds, date extension by a total of 30 days or more, identify % and amount on contract)

CO #2 - Requesting to add \$48,721.21 in additional funds to the 2024 contracted amount of \$194,563.14 for a new for a new not-to-exceed amount of \$243,284.35 for 2024. Several HVAC repairs and emergency call outs have occurred since CO# 1 was approved, it increased the contract by \$60,038.14, including issues at the Rec Admin, Civic Center, SportsPlex, Village Hall and 143rd Street Metra Station buildings. Additionally, the PW HVAC technician has been on extended leave. As a result, an additional \$48,721.21 is needed to pay the final invoices of 2024.

For Village Use Only: IN ACCORDANCE WITH 720 ILCS 5/33E-9 this section shall only apply to a change order or a series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$25,000 or more or the time of completion by a total of 30 days or more (up to 180 days).

As the authorized designee of the Village of Orland Park to approve a change order to this public contract, I hereby make the following written determination regarding this change order and authorize and approve the same:

- The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed
- The change is germane to the original contract as signed
- The change order is in the best interest of the Village of Orland Park and authorized by law

This written determination and this written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection.

Company Name: Midwest Mechanical Group

Signature: Jason Erickson

Printed Name: Jason Erickson

Title: Service Manager

Date: 2/3/2025

Village of Orland Park

Signature: Jim Culotta

Printed Name: Jim Culotta

Title: Interim Village Manager

Date: 2-4-25



801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To
Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits
Chase Bank
Route#: 102001017
Acct#: 232119083

Date:	1/7/2025
Account:	180VOOP
Page:	1

**VILLAGE OF ORLAND PARK
ACCOUNTS PAYABLE
15655 S RAVINIA AVENUE
ORLAND PARK, IL 60462**

Payment Terms: NET 30

Please email the following with any questions:
ARCoordinator2@midwestmech.com

Document No.	Date	Code	Description	Invoice	Payment	Balance
112163389	11/20/2024	SVC	2411-0801	\$11,014.00		\$11,014.00
112163546	11/22/2024	SVC	2411-0804	\$5,773.00		\$5,773.00
112163736	11/26/2024	SVC	2411-0853	\$855.63		\$855.63
112163741	11/26/2024	SVC	2411-0926	\$4,313.95		\$4,313.95
112163906	12/3/2024	SVC	2411-1476	\$4,992.98		\$4,992.98
MC0000141362	12/3/2024	SVC	Master 180VILOR	\$9,342.00		\$9,342.00
112164379	12/12/2024	SVC	2412-0256	\$4,224.44		\$4,224.44
112164599	12/17/2024	SVC	2412-0882	\$2,900.00		\$2,900.00
112164745	12/19/2024	SVC	2412-1428	\$835.00		\$835.00
112164972	12/24/2024	SVC	2412-1431	\$4,470.21		\$4,470.21
						Amount Due: \$48,721.21

<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 and Over</u>
\$12,429.65	\$36,291.56	\$0.00	\$0.00

Please review the above information regarding any past due items. We realize that this may just be an oversight. Would you please email back to us, using the contact information located on the top of this statement to let us know when we should expect payment?

We have provided the remittance and ACH information on top of this statement for your convenience. Thank you in advance for promptly taking care of this matter.

Thank you for your business.

Codes: SLS = Sales/Invoices
SCH = Scheduled Payments
DR = Debit Memos

FIN = Finance Charges
SVC = Service / Repairs
WRN = Warranties

CR = Credit Memos
RTN = Returns
PMT = Payments



Midwest Mechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To

Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits

Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE # 112163389

INVOICE DATE 11/20/2024

CUSTOMER NUMBER 180VOOP

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINIA AVENUE
ORLAND PARK, IL 60462

RE: SERVICE PERFORMED AT
RECREATION BUILDINGS
14600 S RAVINIA AVE
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT

SITE CODE: 005

CONTRACT NUMBER: SP10005

SERVICE CALL #: 2411-0801

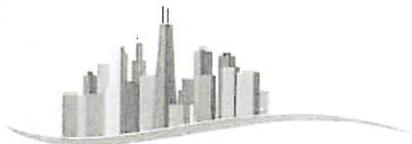
P.O. NUMBER: 24001623

THIS INVOICE IS FOR QUOTED WORK. PLEASE SEE THE
ATTACHED APPROVED PROPOSAL FOR DETAILS.

QUOTED PRICE \$11,014.00

THANK YOU FOR YOUR BUSINESS! IF YOU HAVE ANY
QUESTIONS ABOUT THIS INVOICE, PLEASE CALL OUR
BUSINESS SYSTEMS DEPARTMENT AT THE NUMBER
LISTED ABOVE.

AMOUNT DUE \$11,014.00



Midwest Mechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To
Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits
Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE # 112163546

INVOICE DATE 11/22/2024

CUSTOMER NUMBER 180VOOP

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINA AVENUE
ORLAND PARK, IL 60462

RE: SERVICE PERFORMED AT
VILLAGE CENTER CAMPUS
14700 RAVINA AVENUE
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT

SITE CODE: 004

CONTRACT NUMBER: SP10004

SERVICE CALL #: 2411-0804

P.O. NUMBER: 24001623

THIS INVOICE IS FOR QUOTED WORK. PLEASE SEE THE
ATTACHED APPROVED PROPOSAL FOR DETAILS.

QUOTED PRICE	\$5,773.00
---------------------	------------

THANK YOU FOR YOUR BUSINESS! IF YOU HAVE ANY
QUESTIONS ABOUT THIS INVOICE, PLEASE CALL OUR
BUSINESS SYSTEMS DEPARTMENT AT THE NUMBER
LISTED ABOVE.

AMOUNT DUE	\$5,773.00
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PAGE: 1

Any amount not paid when due shall bear an additional charge of either 1.5% per month or the
maximum rate permissible under applicable state law, whichever is less.



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Building Efficiency and Sustainability

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Please Remit To
Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits
Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE # 112163736

INVOICE DATE 11/26/2024

CUSTOMER NUMBER 180VOOP

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINA AVENUE
ORLAND PARK, IL 60462

RE: SERVICE PERFORMED AT
VILLAGE CENTER CAMPUS
14700 RAVINA AVENUE
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT

SITE CODE: 004

CONTRACT NUMBER: SP10004

SERVICE CALL #: 2411-0853

P.O. NUMBER: 24000119

PROFESSIONAL PREVENTATIVE MAINTENANCE SERVICE IS PERFORMED REGULARLY
AND INVOICED SEPARATELY. THIS INVOICE IS FOR AUTHORIZED WORK OUTSIDE
THE SCOPE OF YOUR CURRENT AGREEMENT.

LABOR

NARKE, JOHN	11/15/2024	4.00	HR-REG	\$716.00
	NET LABOR			\$716.00

MATERIALS

CONSUMABLES / MISC. MATERIALS	\$20.00
BELT 4L200	\$20.63
NET MATERIALS	\$40.63

EQUIPMENT

VEHICLE CHARGE- NARKE	\$99.00
NET EQUIPMENT	\$99.00
AMOUNT DUE	\$855.63



Midwest Mechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To

Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits

Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE # 112163741

INVOICE DATE 11/26/2024

CUSTOMER NUMBER 180VOOP

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINIA AVENUE
ORLAND PARK, IL 60462

RE: SERVICE PERFORMED AT
RECREATION BUILDINGS
14600 S RAVINIA AVE
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT

SITE CODE: 005

CONTRACT NUMBER: SP10005

SERVICE CALL #: 2411-0926

P.O. NUMBER: 24000119

PROFESSIONAL PREVENTATIVE MAINTENANCE SERVICE IS PERFORMED REGULARLY
AND INVOICED SEPARATELY. THIS INVOICE IS FOR AUTHORIZED WORK OUTSIDE
THE SCOPE OF YOUR CURRENT AGREEMENT.

LABOR

GUERRIERO, KYLE	11/12/2024	2.00	HR-REG	\$358.00
NARKE, JOHN	11/12/2024	2.00	HR-REG	\$358.00
NARKE, JOHN	11/14/2024	8.00	HR-REG	\$1,432.00
		NET	LABOR	\$2,148.00

MATERIALS

IGNITION CONTROL BOARD	\$1,808.95
CONSUMABLES / MISC. MATERIALS	\$60.00
	NET MATERIALS
	\$1,868.95

EQUIPMENT

VEHICLE CHARGE- GUERRIERO	\$99.00
VEHICLE CHARGE- NARKE	\$198.00
	NET EQUIPMENT
	\$297.00
	AMOUNT DUE
	\$4,313.95



Midwest Mechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To

Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits

Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE #**112163906****INVOICE DATE****12/3/2024****CUSTOMER NUMBER****180VOOP**

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINIA AVENUE
ORLAND PARK, IL 60462

RE: SERVICE PERFORMED AT
RECREATION BUILDINGS
14600 S RAVINIA AVE
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT**SITE CODE: 005****CONTRACT NUMBER: SP10005****SERVICE CALL #:** 2411-1476**P.O. NUMBER:** 24000119

PROFESSIONAL PREVENTATIVE MAINTENANCE SERVICE IS PERFORMED REGULARLY
AND INVOICED SEPARATELY. THIS INVOICE IS FOR AUTHORIZED WORK OUTSIDE
THE SCOPE OF YOUR CURRENT AGREEMENT.

LABOR

NARKE, JOHN	11/21/2024	3.00	HR-REG	\$537.00
NARKE, JOHN	11/22/2024	8.00	HR-REG	\$1,432.00
NARKE, JOHN	11/22/2024	2.00	HR-OT	\$537.00
NARKE, JOHN	11/23/2024	4.00	HR-OT	\$1,074.00
	NET LABOR			\$3,580.00

MATERIALS

ACUATOR ASSEMBLY			\$1,051.19
TRANSDUCER			\$281.79
CONSUMABLES / MISC. MATERIALS			\$80.00
	NET MATERIALS		\$1,412.98
		AMOUNT DUE	\$4,992.98



Midwest Mechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To

Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits

Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE # MC0000141362

INVOICE DATE

12/3/2024

CUSTOMER NUMBER

180VOOP

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINIA AVENUE
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT

RE: SERVICE PERFORMED AT
UTILITY BUILDING
147600 S RAVINIA AVENUE
ORLAND PARK, IL 60462

SITE CODE: 009

MASTER CONTRACT NUMBER: 180VILOR

P.O. NUMBER: 24000119-001

BILLING: 5 OF 12

PERIOD: 12/1/2024 TO 12/31/2024

IN ACCORDANCE WITH YOUR MAINTENANCE AGREEMENT
THIS INVOICE COVERS PREVENTATIVE MAINTENANCE FOR
THE PERIOD LISTED ABOVE.

CONTRACT BILLING	Contract: SP10000	\$1,074.00
CONTRACT BILLING	Contract: SP10001	\$639.00
CONTRACT BILLING	Contract: SP10002	\$387.00
CONTRACT BILLING	Contract: SP10003	\$857.00
CONTRACT BILLING	Contract: SP10004	\$3,046.00
CONTRACT BILLING	Contract: SP10005	\$714.00
CONTRACT BILLING	Contract: SP10006	\$667.00
CONTRACT BILLING	Contract: SP10007	\$1,116.00
CONTRACT BILLING	Contract: SP10008	\$842.00

THANK YOU FOR YOUR BUSINESS! IF YOU HAVE ANY
QUESTIONS ABOUT THIS INVOICE, PLEASE CALL OUR
BUSINESS SYSTEMS DEPARTMENT AT THE NUMBER LISTED ABOVE.

TOTAL INVOICE:

\$9,342.00

PAGE: 1

Any amount not paid when due shall bear an additional charge of either 1.5% per month or the maximum rate permissible under applicable state law, whichever is less.



Midwest Mechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To

Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits

Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE # 112164379

INVOICE DATE 12/12/2024

CUSTOMER NUMBER 180VOOP

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINA AVENUE
ORLAND PARK, IL 60462

RE: SERVICE PERFORMED AT
VILLAGE CENTER CAMPUS
14700 RAVINA AVENUE
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT

SITE CODE: 004

CONTRACT NUMBER: SP10004

SERVICE CALL #: 2412-0256

P.O. NUMBER: 24000119

PROFESSIONAL PREVENTATIVE MAINTENANCE SERVICE IS PERFORMED REGULARLY
AND INVOICED SEPARATELY. THIS INVOICE IS FOR AUTHORIZED WORK OUTSIDE
THE SCOPE OF YOUR CURRENT AGREEMENT.

LABOR

NARKE, JOHN	12/3/2024	8.00	HR-REG	\$1,432.00
NARKE, JOHN	12/4/2024	4.00	HR-REG	\$716.00
VERES, WAYNE	12/4/2024	4.00	HR-REG	\$716.00
VERES, WAYNE	12/4/2024	2.00	HR-OT	\$537.00
		NET	LABOR	
				\$3,401.00

MATERIALS

UNION	\$198.94
IGNITOR, FLAME ROD	\$366.50
CONSUMABLES / MISC. MATERIALS	\$60.00
	NET MATERIALS
	\$625.44

EQUIPMENT

VEHICLE CHARGE- NARKE	\$99.00
VEHICLE CHARGE- VERES	\$99.00
	NET EQUIPMENT
	\$198.00
	AMOUNT DUE
	\$4,224.44



Midwest Mechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To
Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits
Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE # **112164599**

INVOICE DATE **12/17/2024**

CUSTOMER NUMBER **180VOOP**

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINIA AVENUE
ORLAND PARK, IL 60462

RE: SERVICE PERFORMED AT
RECREATION BUILDINGS
14600 S RAVINIA AVE
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT

SITE CODE: 005

CONTRACT NUMBER: SP10005

SERVICE CALL #: 2412-0882

P.O. NUMBER: **24001749**

THIS INVOICE IS FOR QUOTED WORK. PLEASE SEE THE
ATTACHED APPROVED PROPOSAL FOR DETAILS.

QUOTED PRICE	\$2,900.00
---------------------	------------

THANK YOU FOR YOUR BUSINESS! IF YOU HAVE ANY
QUESTIONS ABOUT THIS INVOICE, PLEASE CALL OUR
BUSINESS SYSTEMS DEPARTMENT AT THE NUMBER
LISTED ABOVE.

AMOUNT DUE	\$2,900.00
-------------------	-------------------

PAGE: 1

Any amount not paid when due shall bear an additional charge of either 1.5% per month or the
maximum rate permissible under applicable state law, whichever is less.



Midwest Mechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To

Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits

Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE #**112164745****INVOICE DATE****12/19/2024****CUSTOMER NUMBER****180VOOP**

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINA AVENUE
ORLAND PARK, IL 60462

RE: SERVICE PERFORMED AT
VILLAGE CENTER CAMPUS
14700 RAVINA AVENUE
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT**SITE CODE: 004****CONTRACT NUMBER: SP10004****SERVICE CALL #:** 2412-1428**P.O. NUMBER:** 24000119

PROFESSIONAL PREVENTATIVE MAINTENANCE SERVICE IS PERFORMED REGULARLY
AND INVOICED SEPARATELY. THIS INVOICE IS FOR AUTHORIZED WORK OUTSIDE
THE SCOPE OF YOUR CURRENT AGREEMENT.

LABOR

VERES, WAYNE	12/12/2024	4.00	HR-REG	<hr/>	\$716.00
	NET	LABOR			\$716.00

MATERIALS

CONSUMABLES / MISC. MATERIALS	<hr/>	\$20.00	
NET	MATERIALS	<hr/>	\$20.00

EQUIPMENT

VEHICLE CHARGE- VERES	<hr/>	\$99.00	
NET	EQUIPMENT	<hr/>	\$99.00

AMOUNT DUE

\$835.00



Midwest Mechanical

Building Efficiency and Sustainability

A Service Logic Company

801 Parkview Blvd. • Lombard, IL 60148 • Main: (630) 850.2300

Please Remit To
Midwest Mechanical
26943 Network Place
Chicago, IL 60673-1269

ACH Deposits
Chase Bank
Route#: 102001017
Acct#: 232119083

INVOICE

INVOICE # 112164972

INVOICE DATE 12/24/2024

CUSTOMER NUMBER 180VOOP

ATTN: MIKE MAZZA
VILLAGE OF ORLAND PARK
15655 S RAVINIA AVENUE
ORLAND PARK, IL 60462

RE: SERVICE PERFORMED AT
METRA STATION
143RD STREET SOUTHWEST HIGHWAY
ORLAND PARK, IL 60462

CREDIT TERMS: DUE UPON RECEIPT

SITE CODE: 001

CONTRACT NUMBER: SP10001

SERVICE CALL #: 2412-1431

P.O. NUMBER: 24000119

PROFESSIONAL PREVENTATIVE MAINTENANCE SERVICE IS PERFORMED REGULARLY
AND INVOICED SEPARATELY. THIS INVOICE IS FOR AUTHORIZED WORK OUTSIDE
THE SCOPE OF YOUR CURRENT AGREEMENT.

LABOR

NARKE, JOHN	12/13/2024	8.00	HR-REG	\$1,432.00
VERES, WAYNE	12/13/2024	8.00	HR-REG	\$1,432.00
NARKE, JOHN	12/16/2024	1.00	HR-REG	\$179.00
	NET LABOR			<hr/> \$3,043.00

MATERIALS

INSTALL SUPPLIES	\$901.90
THERMOSTAT	\$148.31
CONSUMABLES / MISC. MATERIALS	\$80.00
	<hr/> \$1,130.21
NET MATERIALS	

EQUIPMENT

VEHICLE CHARGE- NARKE	\$198.00
VEHICLE CHARGE- VERES	\$99.00
	<hr/> \$297.00
NET EQUIPMENT	
AMOUNT DUE	<hr/> \$4,470.21



**ADDENDUM C TO BUILDING MECHANICAL SYSTEM PREVENTATIVE
MAINTENANCE AND REPAIRS, DATED JULY 5, 2022, AMENDED SEPTEMBER 16,
2024, AND DECEMBER 2, 2024,
BETWEEN
THE VILLAGE OF ORLAND PARK AND MIDWEST MECHANICAL GROUP LLC**

WHEREAS, on July 5, 2022, a certain Agreement between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Midwest Mechanical Group, LLC (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Building Mechanical System Preventative Maintenance and Repairs (hereinafter referred to as the "Project", the "Work", or the "Services") was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, on September 16, 2024, a certain Agreement between the Village and the Consultant for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum A"); and

WHEREAS, on December 2, 2024, a certain Agreement between the Village and the Consultant for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum B"); and

WHEREAS, the Village wishes to modify COMPENSATION and CONTRACT DOCUMENTS.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum B and the Agreement, the provisions of this Addendum B shall control.
2. **SECTION 2A: COMPENSATION** in said Agreement shall be amended to strike the words "194,563.14 for 2024" and replace with "a not-to-exceed amount of \$243,284.35 for 2024" to remit payment for statement dated January 7, 2025 for additional work already completed in 2024.
3. **SECTION 3: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include Addendum C, dated January 20, 2025.
4. **SECTION 4A: TERM OF THE CONTRACT** of said Agreement shall remain December 31, 2026 per Addendum B.
5. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

6. This Addendum C may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum C, made and entered into effective the **20th day of January, 2025**, shall be attached to and form a part of the Agreement dated the 5th day of July, 2022, amended September 16, 2024, and December 2, 2024, and shall take effect upon signature below by duly authorized agents of both parties.

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

MIDWEST MECHANICAL GROUP LLC

By: Jason Erickson

Name: Jason Erickson

Its _____ and Authorized Agent

VILLAGE OF ORLAND PARK

By: Jim Culotta

Name: Jim Culotta

Title: Interim Village Manager

ATTEST: _____



VILLAGE OF ORLAND PARK

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

Master

File Number: 2025-0046

File ID: 2025-0046

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 01/08/2025

Agenda Entry: 2024 Facilities Preventative Maintenance - Change Order #2

Final Action: 01/20/2025

Title: 2024 Facilities Preventative Maintenance - Change Order #2

Notes:

Sponsors:

Res/Ord Date:

Attachments: Board Approval - 2022-0501, Contract & Addenda, CO #3 - Building Mechanical PM & Repairs (Draft), ADDENDUM C - Building Mechanical PM & Repairs (Draft), Invoices - Midwest Mechanical

Res/Ord Number:

Drafter:

Hearing Date:

Department
Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	01/08/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	01/20/2025	APPROVED				Pass

Text of Legislative File 2025-0046

..Title

2024 Facilities Preventative Maintenance - Change Order #2

History

On September 16, 2024, the Village Board approved a change order for Midwest Mechanical Group, LLC ("Midwest Mechanical") to increase the contract amount for the contract to perform Preventative Maintenance on the HVAC systems at Village buildings for 2024 of \$134,525.00 to a new not-to-exceed amount of \$194,563.14. This increase was in large part due to unexpected major HVAC repairs at Orland Park Health & Fitness Center (OPHFC), SportsPlex, Rec Admin, and Village Hall, as well as the need to utilize staff from Midwest Mechanical to fill in for the absence of the only HVAC technician on staff with Public Works Department. Because of this, more HVAC work is being outsourced.

Since that time, several HVAC repairs and emergency call outs have occurred, including issues at the Rec Admin, Civic Center, SportsPlex, Village Hall, and 143rd Street Metra Station buildings. Additionally, the Public Works Department HVAC technician has been on extended leave. As a result, an additional \$48,721.21 is needed to pay the final invoices of 2024.

Financial Impact

Additional funds are available for this change order in FY2024 Public Works account 1008010-443200.

Recommended Action/Motion

I move to approve Change Order #2 to increase the amount of the Village's existing Facilities Preventative Maintenance contract with Midwest Mechanical to add \$48,721.21 in additional funds to the 2024 contracted amount of \$194,563.14, for a new for a new not-to-exceed amount of \$243,284.35;

AND

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



**ADDENDUM D TO BUILDING MECHANICAL SYSTEM PREVENTATIVE
MAINTENANCE AND REPAIRS, DATED JULY 5, 2022, AMENDED SEPTEMBER 16,
2024, DECEMBER 2, 2024, AND JANUARY 20, 2025
BETWEEN
THE VILLAGE OF ORLAND PARK AND MIDWEST MECHANICAL GROUP LLC**

WHEREAS, on July 5, 2022, a certain Agreement between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and Midwest Mechanical Group, LLC (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with Building Mechanical System Preventative Maintenance and Repairs (hereinafter referred to as the "Project", the "Work", or the "Services") was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, on September 16, 2024, a certain Agreement between the Village and the Consultant for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum A"); and

WHEREAS, on December 2, 2024, a certain Agreement between the Village and the Consultant for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum B"); and

WHEREAS, on January 20, 2025, a certain Agreement between the Village and the Consultant for the Project/Work/Services was previously amended (hereinafter referred to as the "Addendum C"); and

WHEREAS, the Village wishes to modify COMPENSATION and CONTRACT DOCUMENTS.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. In the event of any conflict or inconsistency between the provisions of this Addendum D and the Agreement, the provisions of this Addendum D shall control.
2. **SECTION 2A: COMPENSATION** in said Agreement shall be amended to strike the words "a total not-to-exceed contract price of \$138,585.60 for 2025" and replace with "a total not-to-exceed contract price of \$191,230.76 for 2025" to increase contract amount by \$52,645.16 for FY 2025.
3. **SECTION 3: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include Addendum D, dated September 15, 2025.
4. **SECTION 4A: TERM OF THE CONTRACT** of said Agreement shall remain December 31, 2026, per Addendum B.

5. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
6. This Addendum D may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum D, made and entered into effective the **15th day of September, 2025**, shall be attached to and form a part of the Agreement dated the 5th day of July, 2022, amended September 16, 2024; December 2, 2024; and January 15, 2025, and shall take effect upon signature below by duly authorized agents of both parties.

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

MIDWEST ~~STONE~~ MECHANICAL GROUP LLC

By: Dan Brandolino

9197DC9630EC4AE...

Name: Dan Brandolino

Its VP - Public Saas and Authorized Agent

VILLAGE OF ORLAND PARK

By: G. Koczwara

Name: George Koczwara
Title: Village Manager

ATTEST: _____

As of September 5, 2025, \$109,520.76 of Midwest Mechanical's \$138,585.60 contract amount for 2025 has been spent, largely due to unexpected HVAC repairs at the Franklin Loebe Center (FLC), Police Department, Village Hall, Centennial Park Aquatic Center (CPAC), and Orland Park Health & Fitness Center (OPHFC), resulting in an allocated balance of \$29,064.84 for the remainder of the year. This amount will not cover the monthly preventative maintenance obligation and therefore must be increased. As such, Public Works projects the following additional funds to cover the balance of the year added to the contract as summarized below:

Monthly PM Service: \$9,342/month x 5 months (August - December) = \$46,710.00
Additional Maintenance Repairs (est.) = \$7,000.00/month x 5 months = \$35,000.00
Total = \$81,710.00
PO Balance = \$29,064.84
Additional Funds Requested = \$52,645.16

Financial Impact

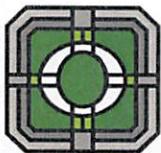
Additional funds are available for this change order in Public Works account 1008010-443200.

Recommended Action/Motion

I move to approve Change Order #3 and Contract Addendum D to the Village's existing Facilities Preventative Maintenance contract dated July 5, 2022, with Midwest Mechanical Group LLC, to increase the total not to exceed contract amount for FY 2025 by \$52,645.16 to \$191,230.76;

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

Master

File Number: 2025-0723

File ID: 2025-0723

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 09/08/2025

Agenda Entry: 2025 Facilities Preventative Maintenance – Change
Order #3

Final Action: 09/15/2025

Title: 2025 Facilities Preventative Maintenance - Change Order #3

Notes:

Sponsors:

Res/Ord Date:

Attachments: Contract & Addenda, CO #3 - Building Mechanical
PM & Repairs (Draft), ADDENDUM D - Building
Mechanical PM & Repairs (Draft)

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	09/08/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	09/15/2025	APPROVED				Pass

Text of Legislative File 2025-0723

..Title

2025 Facilities Preventative Maintenance - Change Order #3

History

On July 5, 2022, the Village Board authorized a contract with Midwest Mechanical Group, LLC via ITB 22-037 for Building Mechanical System Preventative Maintenance and Repairs (see 2022-0501).

For FY2025, the Village Board approved budget in GL account 1008010-443200 included \$250,000.00 for "Facilities Preventative Maintenance Contract", which includes funds for Midwest Mechanical's contracted monthly preventative maintenance and repairs plus any additional costs that occur, as the extent of mechanical repairs and service call outs vary from year to year.

Samantha Cooper

From: Joel Van Essen
Sent: Tuesday, September 16, 2025 8:39 AM
To: Samantha Cooper; Anne Skrodzki
Cc: Brandi Watson; Brian Fei; Patrick McLaughlin; Mike Mazza; Ivana Lisnich
Subject: BOT Items 9.15.25- Both Items Approved for PW

Categories: DELETE, Admin

Anne,
Would appreciate a confirmation for items below.

At the 9/15 Board of Trustees, the items below were approved.

- On consent agenda, item E Facilities PM Change Order #3 was approved at the 13:02 mark of video below with a 7-0 vote. *Approved as written*
- On PW agenda, Catalina change order was approved at the 23:36 mark of video below with a 7-0 vote.

<https://www.youtube.com/watch?v=jngJMsma0M>

Approved as below

PW Staff,

Board Meeting:

	Action	Item
	To do	
2025-0723	Sam/Mike #3	2025 Facilities Preventive Maintenance – Change Order #3 <i>I move to approve Change Order #3 and Contract Addendum D to the Village's existing Facilities Preventative Maintenance contract dated July 5, 2022, with Midwest Mechanical Group LLC, to increase the total not to exceed contract amount for FY 2025 by \$52,645.16 to \$191,230.76; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.</i>
2025-0724	Sam/Pat	Catalina Subdivision Water Main and Storm Sewer Replacement Additional Oversight – Change Order Request #4 Execute change order <i>I move to approve Change Order #4 and Contract Addendum #3 to Change Order #3 and Addendum #2 dated August 3, 2023, with Christopher B. Burke Engineering of Rosemont, Illinois, for supplemental oversight and engineering services of the Catalina Subdivision Phase I-III Engineering for Water Main and Storm Water Improvements to increase the 2025 contract amount by \$179,155.00, for a new not-to-exceed contract amount of \$539,997.67 for FY 2025; AND Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.</i>

Joel

Joel Van Essen | Public Works Director
Village of Orland Park
15655 Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6350 | jvanessen@orlandpark.org



REQUEST FOR CHANGE ORDER # 3Purchase Order/ Contract #: 250000328 / 2022110Change Order Request Date: 9/15/2025Company Name: Midwest Mechanical GroupContract Title: Building Mechanical Systems Preventative Maintenance and Repairs (for FY 2025)

NOTE: The above referenced contract is for a fixed not to exceed amount and scope of services. For any change to the contract amount or scope of services this form must be completed and signed by the contractor and approved and authorized by the Village of Orland Park **BEFORE** commencing with any work beyond the dollar amount or scope of the original, or previously amended contract/purchase order.

Item	Description	Amount
A	Original contract value (without contingency) FOR 2025	\$ 138,585.60
B	Total amount of previous change orders for contract (not contingency)	\$ 0.00
C	Total current contract amount (A + B)	\$ 138,585.60
D	Amount of this change order for contract (+ or -)	\$ 52,645.16
E	Revised contract amount (C + D)	\$ 191,230.76
F	Percent of current contract amount this change order represents (D/C)	37.99%
G	Cumulative percent of all change orders (B + D)/A	37.99%
H	Original contract completion date	12/31/26
I	Revised contract completion date	
J	Total amount of contingency	\$ 0.00
K	Amount of this contingency funds request	\$ 0.00
L	Amount of previous contingency funds approved	\$ 0.00
M	Contingency funds remaining	\$ 0.00

Brief description of services provided under the contract:Building Mechanical Systems Preventative Maintenance and Repairs**Reason for requested change:** (if requesting approval for contingency funds, date extension by a total of 30 days or more, identify % and amount on contract)

CO#3 - Requesting to add \$52,645.16 to the 2025 contacted amount of \$138,585.60 for a new not to exceed contract amount of 191,230.76 for 2025. As of September 5, 2025, \$109,520.76 of Midwest Mechanical's \$138,585.60 contract amount for 2025 has been spent, largely due to unexpected HVAC repairs at FLC, Police Department, Village Hall, CPAC, OPHFC resulting in a current balance of \$29,064.84 for the remainder of the year. As such, Public Works projects the following additional funds to cover the balance of the year added to the contract in the amount of \$52,645.16. Funding for Facility Preventative Maintenance and Repairs in FY2025 in the total amount of \$250,000.00 is available in GL account 1008010-443200.

For Village Use Only: IN ACCORDANCE WITH 720 ILCS 5/33E-9 this section shall only apply to a change order or a series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$25,000 or more or the time of completion by a total of 30 days or more (up to 180 days).

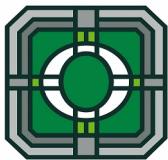
As the authorized designee of the Village of Orland Park to approve a change order to this public contract, I hereby make the following written determination regarding this change order and authorize and approve the same:

- The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed
- The change is germane to the original contract as signed
- The change order is in the best interest of the Village of Orland Park and authorized by law

This written determination and this written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection.

Company Name: Midwest Mechanical Group
 Signature: Dan Brandolino
 Signature: 9197DC9630EC4AE
 Printed Name: Dan Brandolino
 Title: VP - Public Saas
 Date: 9/29/2025

Village of Orland Park
 Signature: J. Hoyne
 Printed Name: George Koczwara
 Title: Village Manager
 Date: 9-30-25



VILLAGE OF ORLAND PARK

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Master

File Number: 2025-0723

File ID: 2025-0723

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 09/08/2025

Agenda Entry: 2025 Facilities Preventative Maintenance – Change Order #3

Final Action: 09/15/2025

Title: 2025 Facilities Preventative Maintenance - Change Order #3

Notes:

Sponsors:

Res/Ord Date:

Attachments: Contract & Addenda, CO #3 - Building Mechanical PM & Repairs (Draft), ADDENDUM D - Building Mechanical PM & Repairs (Draft)

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	09/08/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	09/15/2025	APPROVED				Pass

Text of Legislative File 2025-0723

..Title

2025 Facilities Preventative Maintenance - Change Order #3

History

On July 5, 2022, the Village Board authorized a contract with Midwest Mechanical Group, LLC via ITB 22-037 for Building Mechanical System Preventative Maintenance and Repairs (see 2022-0501).

For FY2025, the Village Board approved budget in GL account 1008010-443200 included \$250,000.00 for “Facilities Preventative Maintenance Contract”, which includes funds for Midwest Mechanical’s contracted monthly preventative maintenance and repairs plus any additional costs that occur, as the extent of mechanical repairs and service call outs vary from year to year.

As of September 5, 2025, \$109,520.76 of Midwest Mechanical's \$138,585.60 contract amount for 2025 has been spent, largely due to unexpected HVAC repairs at the Franklin Loebe Center (FLC), Police Department, Village Hall, Centennial Park Aquatic Center (CPAC), and Orland Park Health & Fitness Center (OPHFC), resulting in an allocated balance of \$29,064.84 for the remainder of the year. This amount will not cover the monthly preventative maintenance obligation and therefore must be increased. As such, Public Works projects the following additional funds to cover the balance of the year added to the contract as summarized below:

Monthly PM Service: \$9,342/month x 5 months (August - December) = \$46,710.00
Additional Maintenance Repairs (est.) = \$7,000.00/month x 5 months = \$35,000.00
Total = \$81,710.00
PO Balance = \$29,064.84
Additional Funds Requested = \$52,645.16

Financial Impact

Additional funds are available for this change order in Public Works account 1008010-443200.

Recommended Action/Motion

I move to approve Change Order #3 and Contract Addendum D to the Village's existing Facilities Preventative Maintenance contract dated July 5, 2022, with Midwest Mechanical Group LLC, to increase the total not to exceed contract amount for FY 2025 by \$52,645.16 to \$191,230.76;

AND

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