

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Contract #:

Start date:

End date:

Amount:

Contingency Amount:

Department:

Total Contract Amount:

Contract Type:

Contractors Name:

Status of Ownership:

Status of Sub:

Certification: Attached [] Self-Certifying [] Did not disclose

Contract Description:



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Midwest Mechanical Group LLC FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made May 6, 2024, by and 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 Village Door Replacement Project (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

- The Consultant’s Proposal or Bid No.RQN2024041700, and dated _____; and/or
 Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request For Proposal (“RFP”), 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 Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

- A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

- the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);
 the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
 a not-to-exceed Proposal or Bid amount of \$305,996.00, plus \$15,299.80 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 \$321,295.80 (“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 \$321,295.80. Said price shall be the total compensation for Consultant’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 Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part

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of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant 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 the Consultant or 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 Consultant 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 Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
 - invoices 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 Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt 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 Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant 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 Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- 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 Consultant 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 Consultant such amount. Upon the request of the Consultant, the Village will inform

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the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records: The Consultant'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 Consultant 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. 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 Consultant's proposal dated _____ (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.

4. 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 Consultant under the Contract Documents shall commence no later than May 6, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2024 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, 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 Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant 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 Consultant 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).

5. Venue and Choice of Law: The Consultant 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.

6. Nonassignability: The Consultant 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 Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

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7. 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: _____
Facsimile: _____
Email: mmazza@orlandpark.org

To the Consultant:

Name: Dan Brandolino
Company: Midwest Mechanical Group LLC
Address: 801 Parkview Blvd
City, State, Zip: Lombard, IL, 60148
Telephone: _____
Facsimile: _____
Email: dan.brandolino@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.

8. 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.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant 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 Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant'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

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to public or private property (the “incident, claim, or complaint”), the Consultant 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 Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant 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 Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant 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 Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, 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 (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

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

B. Insurance Required: The Consultant 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 Consultant, its employees, subconsultants, 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 Consultant’s work, including activities performed by or on behalf of

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the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. 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 Consultant'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 Consultant'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 Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant'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 Consultant 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 Consultant and all subconsultants 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) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iii) Workers' Compensation Insurance:
Such coverage 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. 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 Consultant for the Village.
 - (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase

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supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(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 coverages.

- (vi) Cyber Liability Coverage: for losses arising out of the Consultants 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 Consultant or any subconsultant 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, Consultant 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 approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant 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 (except on Professional Liability), 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 (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, 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. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant 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 Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant 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 Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant 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. Consultant 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 subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant 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 Consultant or the liability of any subconsultant 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 Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant 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 Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant 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 Consultant 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. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

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- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, 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 Consultant 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 Consultant shall, at its own expense, satisfy and discharge the same.
 - B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, 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. Consultant further agrees that to the extent that money is due the Consultant 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 Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) 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 Consultant 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 12 shall survive any termination of the Contract.
13. Village Confidential Information:
- A. Consultant 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 13 shall survive any termination of the Contract.
14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. Feasibility of Performance. The Consultant (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

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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 Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, 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 Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant 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 Consultant 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 Consultant 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: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant 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 Consultant 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: Consultant 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 Consultant shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Consultant 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 Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission,

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percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable 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. Included within the scope of the laws, ordinances, rules and regulations 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 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 Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant 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 Consultant 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 Consultant will 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 Consultant 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 Consultant 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).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants 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 Consultant and/or its subconsultants, 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 Consultant and its subconsultants 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 Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

1311123-02-11-14

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant 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 Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant 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.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant 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 Consultant's Proposal.
26. 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.
27. 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.

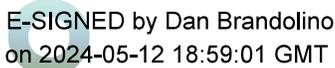
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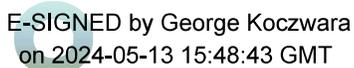
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. 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.
31. 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.

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

VILLAGE OF ORLAND PARK

By:  E-SIGNED by Dan Brandolino
on 2024-05-12 18:59:01 GMT

By:  E-SIGNED by George Koczwarra
on 2024-05-13 15:48:43 GMT

Name: Dan Brandolino

Name: George Koczwarra

Its Vice President & Authorized Agent Title: Village Manager

1311123-02-13-14

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated _____
and/or in Village Proposal Number _____ dated _____

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

1311123-02-14-14

MidwestMechanical
Building Efficiency and Sustainability



A Service Logic Company

Proposal For:
Village of Orland Park
Door Replacement

This project adheres to the terms and conditions of NCPA/Omnia co-op contract 02-91

2024

**DOOR REPLACEMENT
PROPOSAL SUMMARY**

RQN: 2024041700

#	<u>CIVIC CENTER</u>	
9	East ADA Door Interior	\$24,955.00
10	East ADA Door Interior	\$24,955.00
11	Exhibition Hall	\$17,476.00
16	Reception	\$1,271.00
17	Reception Hallway	\$8,362.00
18	Pump Room	\$6,825.00
19	Loading Dock	\$12,996.00
21	South Annex Storage	\$4,560.00
	TOTAL (8)	\$101,400.00

#	<u>FLC</u>	
24a	East Vestibule Exterior	\$17,217.00
24b	East Vestibule Interior	\$12,169.00
25	Lobby 2nd Exit	\$13,950.00
26	South Gym Entry	\$17,217.00
27	Outside Single Door	\$9,089.00
28a	West Entry Interior	\$16,309.00
28b	West Entry Exterior	\$23,239.00
29a	FLC Interior	\$11,428.00
29b	FLC Exterior	\$16,476.00
30a	North Parking Lot Interior	\$16,309.00
30b	North Parking Lot Exterior	\$32,002.00
	TOTAL (11)	\$185,405.00

#	<u>Utility Sites</u>	
31	Seton Place	\$11,564.00
32	Thistlewood	\$7,627.00
	TOTAL (2)	\$19,191.00

TOTAL (21 Doors)	\$305,996.00
5% Contingency	\$15,299.80
Not To Exceed Amount	\$321,295.80

INSTALLATION PROPOSAL

By and Between:

Contractor Performing Work:
Midwest Mechanical Group, Inc.
801 Parkview Boulevard
Lombard, IL 60148

Customer:
Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462-3167

PROJECT LOCATION:

Various locations
14750 Ravinia Ave.
Orland Park, IL 60462

PROJECT DESCRIPTION: Assorted Door Replacements at the Village of Orland Park

RQN: 2024041700

OUR BASE PROPOSAL INCLUDES THE FOLLOWING SCOPE OF WORK:

Provide the labor and material to implement assorted door work at various Orland Park facilities. The proposed scope of work will be as follows:

~~#1 - Village Hall - Lake level IT~~

~~Doors only - undersize for Full Mortise Hinges
Door Pocket - 74 1/2"w x 92 1/2"h from concrete
New Closers with hold open arms
New 33A Von Duprin exit devices with concealed vertical rods
Full mortise hinges
Kickplates
Threshold and weatherseal
\$15,333~~



~~#2 - Village Hall - Lake level Flex Space~~

~~Doors only - undersize for Full Mortise Hinges
Door Pocket - 74"w x 92 1/2"h from concrete
New Closers with hold open arms
New 33A Von Duprin exit devices with concealed vertical rods
Full mortise hinges
Kickplates
Threshold and weatherseal
\$15,333~~



~~#3 - Village Hall - Upper level - green roof (west)~~

Replace frame and doors
Opening size 93 3/4" h x 78" w
Frame
Doors
Glass
Push / Pulls
Hold Open closers
Deadbolt
Hinges
Kickplates
Threshold and weatherseal
\$12,704



~~#4 - Village Hall - Upper level - green roof (east)~~

Opening size 93 3/4" h x 78" w
Frame
Doors
Glass
Push / Pulls
Hold Open closers
Hinges
Kickplates
Threshold and weatherseal
\$12,704



~~#5 - Village Hall - Lobby Vestibule, EXTERIOR~~

Re-Use existing doors
New frame
Opening size: 71" w x 112" h
New curtain wall and sub frame
Sub frame size: 66" w x 88 3/4" h
Threshold and weatherseal
\$10,217



~~#6 - Village Hall - Lobby Vestibule, INTERIOR~~

New sub-frame and doors
Sub-frame size: 66" w x 88 3/4" h
Doors
1" insulated glass
Hold open closers
Push / pull sets
Hinges
Kickplates
Threshold



\$11,734

#7 - Village Hall - Lobby, side door

Convert existing Von Duprin 33A devices to electronic latch retraction
Install new hold open closers
New door loops for power to ELR devices

\$4,243



#8 - Village Hall - Stair door

Install new hold open closer

\$444



#9 - Civic Center - East ADA Entry - Vestibule, INTERIOR

New Frame and Doors

Opening size: 72"w x 90 1/2"h

3/4" sub-frame

Doors

1" insulated glass

Full mortise hinges

New Sargent 86 CVR exit devices with electronic latch retraction

New Micom dual ADA operators

Kickplates

Threshold and weatherseal

\$24,955



#10 - Civic Center - East ADA Entry - Vestibule, INTERIOR

New Frame and Doors

Opening size: 72"w x 90 1/2"h

3/4" sub-frame

Doors

1" insulated glass

Full mortise hinges

New Sargent 86 CVR exit devices with electronic latch retraction

New Micom dual ADA operators

Threshold

Kickplates

\$24,955



#11 - Civic Center - Exhibition Hall

Convert existing H.M. to aluminum

Opening size: 110 3/4"w x 90 1/2"h

Outside brick opening: 112"w

Frame

Doors

1" insulated glass

New Sargent 86 CVR exit devices

Hold-open closers

Full mortise hinges

Threshold and weatherseal

\$17,476



~~**#12 - Civic Center - back vestibule - north EXTERIOR**~~

~~New frame and doors~~

~~Opening size: 72 1/2"w x 91"h (brick to brick)~~

~~Frame~~

~~Doors~~

~~1" insulated glass~~

~~New Sargent 86 CVR exit devices~~

~~Hold-open closers~~

~~Full mortise hinges~~

~~Kick plates~~

~~Threshold and weatherseal~~

~~**\$17,476**~~



~~**#12 - Civic Center - back vestibule - north INTERIOR**~~

~~New frame and doors~~

~~Opening size: 72 1/2"w x 90 1/2"h (brick to brick)~~

~~Frame~~

~~Doors~~

~~1" insulated glass~~

~~New push / pulls~~

~~Hold-open closers~~

~~Full mortise hinges~~

~~Threshold~~

~~Kick plates~~

~~**\$11,268**~~



~~**#13 - Civic Center - back hallway exterior doors**~~

~~**QUANTITY (5)**~~

~~Convert H.M. to aluminum~~

~~Opening sizes: 71 1/2"w x 90 1/2" (brick to brick)~~

~~Frame~~

~~Doors~~



~~1" insulated glass
Full mortise hinges
Hold-open closers
Push / pull sets
Thumb latch and flush bolts
Threshold and weatherseal
\$62,117~~

~~**#14 - Civic Center - back vestibule - south INTERIOR**~~

~~New frame and doors
Opening size: 72 1/2"w x 90 1/2"h (brick to brick)
Frame
Doors
1" insulated glass
New push / pulls
No mullion
Hold-open closers
Full mortise hinges
Threshold
Kick plates
\$11,860~~



~~**#14 - Civic Center - back vestibule - south EXTERIOR**~~

~~New frame and doors
Opening size: 72 1/2"w x 91"h (brick to brick)
Frame
Doors
1" insulated glass
New Sargent 86 CVR exit devices
No mullion
Hold-open closers
Full mortise hinges
Kick plates
Threshold and weatherseal
\$17,476~~

~~**#15 - Civic Center - Exhibition Hall - Interior**~~

~~Replace H.M. doors only
Door pocket: 66"w x 88"h
Doors
New Sargent 86 CVR exit devices
Hold-open closers
Threshold
Kick plates
\$12,218~~

#16 - Civic Center - reception area

Replace glass and track assembly
Opening size: 48"w x 48"h
Replace with tempered glass
\$1,271



17 - Civic Center - Reception Hallway

Replace H.M. doors only
Door pocket size: 66 7/8"w x 87 3/4"h
Doors (undercut to size)
Hold-open closers
Push / Pull set
\$8,362



#18 - Civic Center - Pump Room

Replace H.M. frame and doors
Masonry opening size: 72"w x 90 1/2"h clean
Frame
Doors
Closer on active leaf
Flush bolts on inactive leaf
Re-use lockset
\$6,825



#19 - Civic Center - Loading dock

Replace frame and doors, 4' leaf on active side
Masonry opening size: 76"w x 90"h clean
Frame
Doors - 1 door 4' (active), 1 door 2' (inactive)
1" insulated glass
Full mortise hinges
New Sargent 86 CVR exit device (active)
Hold-open closer
34"h kick plates
Threshold and weatherseal
\$12,996



~~**#20 - Civic Center - South annex single door**~~

~~Replace aluminum door
Door pocket size: 63 7/8"w x 88 1/2"h
Door
1" insulated glass (frosted)~~

~~Full mortise hinge
New Sargent
t 86 CVR exit device w/alarm
Hold-open closer
Threshold and weatherseal
\$7,492~~



#21 - Civic Center - South annex storage closets

Quantity (2)
Replace H.M. doors only
Door pocket size: 72"w x 88"h
Doors
Butt hinges
New mortise lock with lever
Kick plates
\$4,560



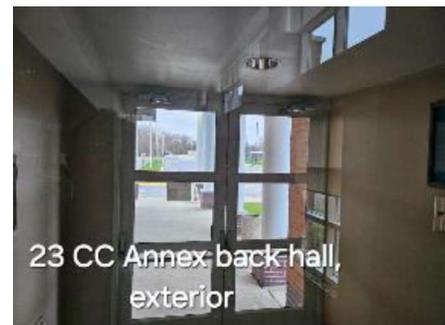
~~**#22 - Civic Center - Annex courtyard doors**~~

~~Replace frame and doors
Opening size: 71 3/4"w x 90 1/2"h
New curtain wall and sub frame
Aluminum doors
1" insulated glass
New Sargent 86 CVR exit devices
Hold-open closers
Threshold and weatherseal
\$17,414~~



~~**#23 - Civic Center - Annex back hall exit - exterior**~~

~~Replace aluminum frame and doors, add ADA operators
Opening size: 71 3/4"w x 90 1/2"h
Frame - create bigger header for operators
Doors
1" insulated glass
Full mortise hinges
New Sargent 86 CVR exit devices with electronic latch retraction
Dual MICOM ADA operators
Threshold and weatherseal
\$23,980~~



~~**#23 - Civic Center - Annex back hall exit - interior**~~

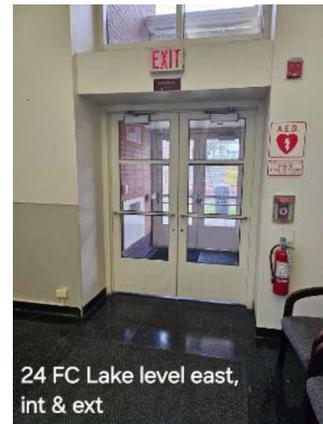
~~Replace aluminum frame and doors, add ADA operators~~

Opening size: 71 3/4"w x 90 1/2"h
Frame - create bigger header for operators
Doors
1" insulated glass
Full mortise hinges
Push / pull sets
Dual MICOM ADA operators
Threshold
\$16,816



24A

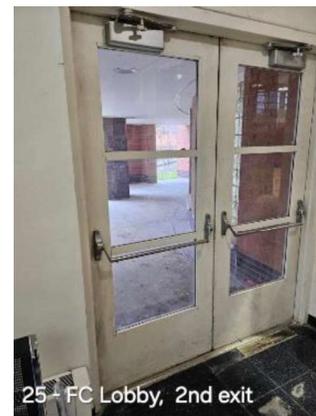
#24 - Franklin Center -
Lake Level, East Vestibule EXTERIOR
Replace frames and doors
Exterior opening size: 72"w x 90 1/2"h
Frame
Doors
1" insulated glass
New Sargent 86 CVR exit devices
Hold-open closers
Full mortise hinges
Threshold and weatherseal
\$17,217



24B

#24 - Franklin Center -
Lake Level, East Vestibule INTERIOR
Replace frame and doors
Interior opening size: 72"w x 90 1/2"h
Frame
Doors
1" insulated glass
Push / Pull sets
Hold-open closers
Full mortise hinges
\$12,169

#25 - Franklin Center - Lobby (2nd exit)
Replace frame and doors
Opening size 74"w x 88" clean
Frame
Doors
1" insulated glass
New Sargent 86 CVR exit devices
Full mortise hinges
Hold-open closers
Threshold and weatherseal



\$13,950

#26 - Franklin Center - South gym entry

Replace frame and doors
Opening size 76"w x 88" clean
Frame
Doors
1" insulated glass
New Sargent 86 CVR exit devices
Full mortise hinges
Hold-open closers
Threshold and weatherseal

\$17,217



#27 - Franklin Center - Outside single door

Replace H.M. frame and door with aluminum
Opening size: 35 3/4"w x 90"h (brick to brick)
Frame
Door
1" insulated glass
Full mortise hinge
New Sargent 86 CVR exit device
Hold-open closer
Threshold and weatherseal

\$9,089



28A

#28 - Franklin Center - West Entry - INTERIOR

Replace doors and sub-frame only
Interior opening size: 66"w x 88"h
Sub-frame
Doors
1" insulated glass
Full mortise hinges
Push / pull sets
Re-use existing operators

~~**\$11,873**~~

ALTERNATE including new MICOM Dual Operators
\$16,309



28B

#28 - Franklin Center - West Entry - EXTERIOR

Replace doors and sub-frame only
Exterior opening size: 66"w x 88"h
Sub-frame
Doors

1" insulated glass
Full mortise hinges
New Sargent 86 CVR exit devices with electronic latch retraction
Threshold and weatherseal
Re-use existing operators

~~\$19,462~~

ALTERNATE including new MICOM Dual Operators
\$23,239

29A

#29 - Franklin Center -

South Hallway Vestibule INTERIOR

Interior - New frame and doors

Opening size: 72"w x 90 1/2"w

Curtain wall

Sub-frame

Doors

1" insulated glass

Full mortise hinges

Push / pull sets

Hold-open closers

\$11,428



29B

#29 - Franklin Center -

South Hallway Vestibule EXTERIOR

Exterior - New sub-frame and doors

Opening size: 66"w x 88"w

Sub-Frame

Doors

1" insulated glass

Full mortise hinges

New Sargent 86 CVR exit devices

Hold-open closers

Threshold and weatherseal

\$16,476

30A

#30 - Franklin Center - North Parking Lot Vestibule (interior)

Replace Curtain wall, sub-frame, and doors

Interior opening size: 70 1/2"w x 90 1/2"h

Curtain wall

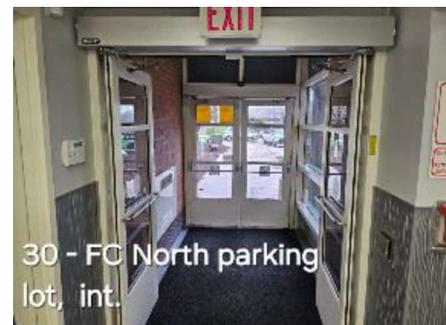
Sub-frame

Doors

1" insulated glass

Full mortise hinges

Push / pull sets



New MICOM dual ADA operators
\$16,309

30B #30 - Franklin Center - North Parking Lot Vestibule (exterior)

Replace Curtain wall, sub-frame, and doors
Exterior opening size: 70 3/4"w x 138"h
Curtain wall
Sub-frame
Doors
1" insulated glass
Full mortise hinges
New Sargent 86 CVR exit devices with electronic latch retraction
New MICOM dual ADA operators
Threshold and weatherseal
(1) 60 3/8"w x 16"h curtain wall panel for inner vestibule
\$32,002



#31 Seton Place Double Door

Scope of work:

Remove existing doors, frame, hardware and dispose of. Prep opening for frame. Install frame, doors and hardware. Make any necessary adjustments to hardware. Caulk around the perimeter of frame and below threshold. Clean up when done.

QTY: 1

74"w x 81"h 16ga. 534 depth prime painted custom steel frame - 1" jambs all around to fit into residential sized opening

QTY: 1

PF/PREP FOR CLOSER REINF QTY: 1

PF/PREP EO ANCHOR HOLES QTY:1

4" Expansion Anchors QTY: 8

36"w x 80"h (RH/LHR) 18ga. prime painted "Insulated" 6 panel embossed steel door reinforced for door closer (Inactive door)

QTY: 1

PD/ASA STIKE PREP QTY: 1

PD/ATTACH ASTRAGAL CHANNEL QTY:1

36"w x 80"h (LH/RHR) 18ga. prime painted "Insulated" 6 panel embossed steel door reinforced for door closer and prepped for 161 (Active door)

QTY: 1

PD/PREP FOR CYLINDRICAL LOCK QTY: 1

PD/ATTACH 1-PC ASTRAGAL QTY: 1

Project: Seton Place single door

Scope of work:

Remove existing door, frame, hardware and dispose of. Prep opening for frame. Install frame, door and hardware. Make any necessary adjustments to hardware. Caulk around the perimeter of frame and below threshold. Clean up when done.

38"w x 81"h (RH/LHR)16ga. 534 depth prime painted steel frame - 1" jambs all around to fit into residential sized opening - ASA strike QTY: 1

PF/PREP FOR CLOSER REINF QTY:1

PF/PREP EO ANCHOR HOLES QTY:1

PF/PREP 4 7/8" ASA STRIKE QTY:1

4" Expansion Anchors QTY:8

36"w x 80"h (RH/LHR) 18ga. prime painted "Insulated" 6 panel embossed steel door reinforced for door closer and prepped for 161 QTY: 1

PD/PREP FOR CYLINDRCAL LOCK QTY: 1

1 Piece Astrigal QTY: 1

1 Piece ASA Strip Astrigal QTY: 1

4.5 x 4.5 BB x NRP x US32D stainless steel hinges QTY: 9

Surface latch bolts for inactive door QTY: 2

Complete set of perimeter frameseal, door sweep and threshold QTY: 2

Yale 4700LN Grade 1 Cylindrical Lock (storeroom function & keyed to customer system) QTY: 2

Brickmold trim for exterior opening perimeters - 40 lf QTY: 1

Hollow Metal Fabrication: Frame and door to be prepped and finish painted. (Color to be determined) QTY: 1

Above Material Provided QTY:1

Above Material Installed QTY: 1

\$11,564

#32: Thistlewood

Scope of work: Remove and dispose of existing frame door and hardware and install new the following listed material.

39" w x 141" x 3070 (RH) 16ga. 534 depth prime painted steel transom frame ASA strike (Overall Frame Size) QTY:1

4" Expansion Anchors QTY:10

By HMF QTY: 1

Hollow Metal Fabrication: Shop to install glazing bead. QTY: 1

1" flush insulated panel (Smooth Face) for transom panel QTY: 1

3070 (RH/LHR) 18ga. prime painted "Insulated" steel door reinforced for door closer and prepped for 86 edge pocket. QTY:1

PREP DOOR FOR MORTISE LOCKSET (Function to be determined) QTY: 1

4.5 x 4.5 BB x NRP x US32D stainless steel hinges QTY: 3
 Mortise lock protector 32D QTY: 1
 Grade 1 Exterior door closer with heavy-duty arm QYT:1
 Grade 1 mortise Lever lock set with cylinder (Function to be determined) QTY: 1
 Complete set of perimeter frameseal, door sweep and threshold. QTY: 1
 Hollow Metal Fabrication: Frame and door to be prepped and finish painted. (Color to be determined) QTY: 1
 Above Material Provided QTY: 1
 Above Material Installed QTY:1
\$7,627

TOTAL (18 Doors)	\$286,249.00
5% Contingency	\$14,312.45
Not To Exceed Amount	\$300,561.45

PERFORMANCE OF WORK:

- Work to be completed during normal hours

OUR PROPOSAL EXCLUDES THE FOLLOWING:

Providing any labor, materials, or equipment for work not explicitly detailed in the above scope, including but not limited to:

- Any door work outside of the scope above
- Hazardous material testing and abatement.
- Any fire alarm work

Terms of Payment:

The terms of payment for this project would be 100% payment upon completion. Midwest Mechanical looks forward to exceeding your expectations during and after the project. Please feel free to contact me at (630)487-8961 with any questions or concerns.

Best Regards,

Dan Brandolino
 Vice President- Public Sector

Approved By: _____

Date: _____

TERMS AND CONDITIONS PER VILLAGE OF ORLAND PARK CONTRACT

~~CONTRACT AGREEMENT - TERMS AND CONDITIONS~~

~~1. Applicability. These terms and conditions (these "Terms") are the only terms which govern the sale of the goods ("Goods") and services ("Services") by MIDWEST MECHANICAL ("Seller") to Helping Hand Center ("Buyer"). The accompanying [quotation/confirmation of sale/invoice] (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. In the event of a conflict between the risk-shifting terms contained in these general terms and conditions and in the Sales Confirmation, the terms contained in these general terms and conditions shall control and prevail.~~

~~2. Delivery of Goods and Performance of Services. The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location described in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.~~

~~3. Shipping Terms. Delivery of the Goods shall be made FOB as set forth in the Sales Confirmation.~~

~~4. Title and Risk of Loss. Risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Title passes to Buyer only upon payment for the Goods in full.~~

~~5. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, representatives, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.~~

~~6. Nonconforming Goods. Buyer shall inspect the Goods immediately upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within 1 day after the Inspection Period and furnishes such written evidence or other documentation as required by Seller.~~

7. ~~Price.~~ Buyer shall purchase the Goods and Services from Seller at the prices (the "**Price[s]**") set forth in Seller's published price list in force as of the date of the Sales Confirmation. ~~All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any government.~~

8. ~~Payment Terms.~~ Buyer shall pay all invoiced amounts due to Seller within 10 days from the date of Seller's invoice. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. Buyer shall not leave any of the Goods or Services furnished or installed by Seller in operation until the customer has approved and accepted same and paid Seller the billed Price for such Goods and Services in full.

9. ~~Limited Warranty.~~ Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of manufacture. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. This workmanship warranty will terminate one (1) year from the date Services were performed. ~~EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.~~ Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 119. For the avoidance of doubt, ~~SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, REGARDLESS OF WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER SHALL HAVE NO LIABILITY TO BUYER (AND BUYER HEREBY WAIVES ALL RIGHTS TO RECOVER FROM SELLER) FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO A THIRD PARTY PRODUCT.~~ Seller shall not be liable for a breach of the warranties set forth herein unless Buyer gives written notice of the defective Goods or Services to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect. Seller shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's instructions; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. Subject to the limitations herein, with respect to any such Goods during the warranty period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro-rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. Subject to the limitations herein above, with respect to any Services subject to a claim under the warranty set forth herein, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro-rata contract rate. ~~THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.~~

10. ~~Limitation of Liability.~~ ~~IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, CLAIMS OF TENANTS, OR CLAIMS OF CLIENTS, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE IMMEDIATELY PRECEDING ONE (1) YEAR PERIOD.~~

11. ~~Insurance.~~ During the term of this Agreement, each party shall, at its own expense, maintain and carry insurance in which includes, but is not limited to, commercial general liability (including product liability and liability covering independent contractors) in reasonable amounts. Buyer shall carry all risk property insurance to the full value of the materials and equipment and name Seller as an additional insured.

12. ~~Indemnification.~~ ~~To the fullest extent permitted by law, Buyer shall indemnify, defend, release, and hold harmless Seller, its affiliates, and its and their respective agents, representatives, contractors and employees from and against all claims, damages, losses and expenses, arising out of or resulting from the performance of Services or deliver of Goods hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Buyer, anyone directly or indirectly employed by Buyer, or anyone for whose acts Buyer may be liable, regardless of whether it is caused in part by the negligence of Seller.~~

13. ~~Termination.~~ In addition to any remedies herein, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms; or (c) becomes insolvent. In addition, if the project to which the Goods and Services relate is paused for a period of thirty (30) days through no act or fault of Seller, Seller may terminate this Agreement and immediately recover from Buyer payment for all work to date and for any proven loss, including reasonable profit and damages.

14. ~~Confidential Information.~~ All information of Seller disclosed by Seller to Buyer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure. Seller shall not be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. Miscellaneous. This Agreement is governed by laws of the State in which the Goods are delivered and/or the Services are performed. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these terms and is signed by an authorized representative of each party.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

Date:

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Paul Colando, as President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)
and on behalf of Midway Flooring, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 36-4889967
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Illinois 1/19/2018
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

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

- Minority-Owned
- Women-Owned
- Veteran-Owned
- Disabled-Owned
- Small Business [\(SBA standards\)](#)
- Prefer not to disclose
- Not Applicable

How are you certifying? Certificates Attached Self-Certifying

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

- Minority-Owned
- Women-Owned
- Veteran-Owned
- Disabled-Owned
- Small Business [\(SBA standards\)](#)
- Prefer not to disclose
- Not Applicable

3) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No []

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

4) SEXUAL HARASSMENT POLICY: Yes No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

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

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **PREVAILING WAGE COMPLIANCE:** Yes No []

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

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

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

7) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes [] No

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor’s Office of Apprenticeship.

Name of A&T Program: _____

Brief Description of Program: _____

8) **TAX CERTIFICATION:** Yes No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

9) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Paul Colando

Signature of Authorized Officer

Paul Colando

Name of Authorized Officer

President

Title

8/9/23

Date

 **ORLAND PARK**
INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: *(not applicable for Goods Only)*
ISO CG 20 10 or CG 20 26
and
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

LIABILITY UMBRELLA (Follow Form Policy)
 \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate
 \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
 Other: _____

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

PROFESSIONAL LIABILITY
 \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
 \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
 Other: _____
Deductible not-to-exceed \$50,000 without prior written approval

BUILDERS RISK
Completed Property Full Replacement Cost Limits – Structures under construction

ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY
\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

CYBER LIABILITY
\$1,000,000 Limit per Data Breach for liability, notification, response,
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required

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

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

ACCEPTED & AGREED THIS 9 DAY OF August, 2023



Signature
Jack Foley Project Manager
Printed Name & Title

Authorized to execute agreements for:
Midway Flooring
Name of Company

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 Or _____ :	Location s Of Covered O erations
Information re uired to com lete this Schedule, f:ttpfshown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is' r,n,naed to include as an additional insure,d_1be person(s) or organization(s) shown in the {Sc gute, ,but only with respect to liability for "bodlly_1njury"i "property damage" or "personal and ady r\$sing 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.

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:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

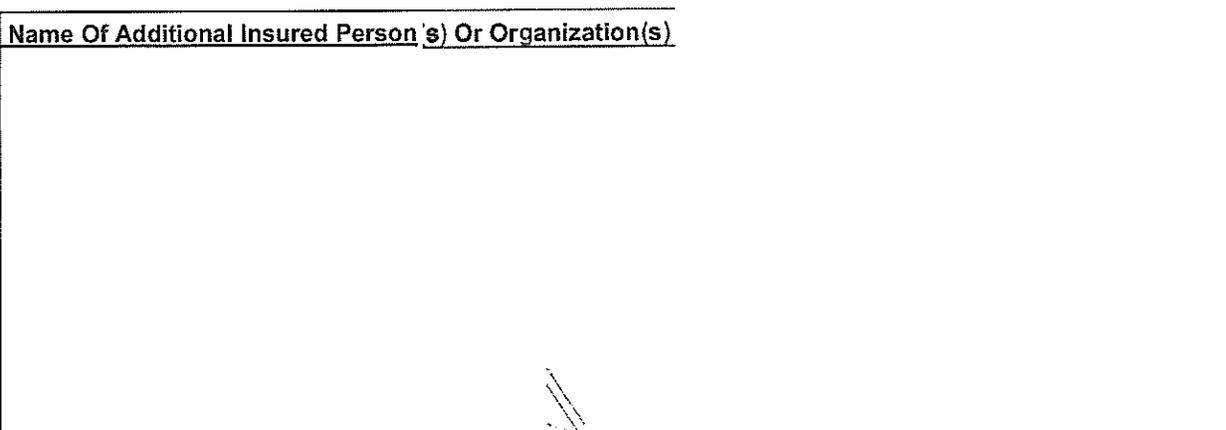
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<u>Name Of Additional Insured Person(s) Or Organization(s)</u>


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

A'

Section II - Who Is An Insured: is permitted to include as an additional insured the person(s) or organization(s) shown in the Schedule, if not shown above, with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS -AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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; fire/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"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

5/9/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	22322
INSURER B:	XL Insurance America, Inc.	24554
INSURER C:	Allied World National Assurance Company	10690
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES 103491 CERTIFICATE NUMBER: 20567608 REVISION NUMBER: XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	RGD300147505	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	RAD943796405	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	N	N	0313-7473	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RWD300147605 STOP GAP: ND, OH, WA, WY	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: INSURED'S WORK/SERVICES; VILLAGE DOOR REPLACEMENTS.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION See Attachments

20567608
VILLAGE OF ORLAND PARK
14700 RAVINIA AVENUE
ORLAND PARK IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY AND WORKERS COMPENSATION, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 60 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

POLICY NUMBER: RGD300147505

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 And Description Of Completed 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.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: RGD300147505

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)	Location And Description Of Completed 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" 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.

ENDORSEMENT

This endorsement, effective 12:01 a.m., 4/1/2024, forms a part of Policy No. RGD300147505 issued to MIDWEST MECHANICAL GROUP, LLC. by Greenwich Insurance Company
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT - SCHEDULED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

It is agreed that to the extent that insurance is afforded to the following 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.

Name of Person or Organization:

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

All other terms and conditions of this policy remain unchanged

XIL 431 0605

POLICY NUMBER: RGD300147505

**COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

CG 24 53 12 19

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 4/1/2024 to 4/1/2025
Policy No. RWD300147605
Premium Included
Insured: MIDWEST MECHANICAL GROUP, LLC
Insurance Company: XL Insurance America, Inc.

WC 00 03 13
(Ed. 4-84)



VILLAGE OF ORLAND PARK

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

Master

File Number: 2024-0334

File ID: 2024-0334

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 04/26/2024

Agenda Entry: 2024 Village Door Replacement Project

Final Action: 05/06/2024

Title: 2024 Village Door Replacement Project

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - Midwest Mechanical

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	04/26/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	05/06/2024	APPROVED				Pass

Text of Legislative File 2024-0334

..Title

2024 Village Door Replacement Project

History

Guided by the 2022 "Facilities Condition Assessment", the Public Works Department has been working on a plan to replace damaged doors and inoperable ADA controls throughout the Village. As such, Public Works requested a proposal from Midwest Mechanical, who participate in the Omnia Cooperative program (Contract 02-91), to complete door replacements at the FLC, Civic Center, Water Utility Sites, and Village Hall. It should be noted that Public Works received individual quotes for many of these same doors by other vendors and pricing came in on average 10% higher than the proposals received by Midwest Mechanical.

Based on the budgeted funding for door replacements in 2024, eleven (11) doors at the FLC, eight (8) doors at the Civic Center and two doors (2) Water Utility sites were

selected for replacement, for a total of twenty-one (21) door replacements. The remaining doors at Civic Center and Village Hall will be budgeted for replacement in 2025.

The scope of work includes the removal and replacement of existing doors, door frames, door hardware, and ADA controls. The proposal submitted by Midwest Mechanical (#2024041700) is based on pricing from Omnia Contract #02-91. Pictures showing the location of the door replacement areas is included in the project proposal, which is attached for reference. A summary of the proposal prices is provided below:

Civic Center (8 Doors): \$101,400.00
FLC (11 Doors): \$185,405.00
Utility Site (2 Doors): \$19,191.00
Total Price (21 Doors): \$305,996.00

Based on the provided co-op proposal price and company qualifications, staff recommends approving the proposal from Midwest Mechanical for \$305,996.00. A 5% contingency of \$15,299.80 is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the proposal was signed, for a total contract price not to exceed \$321,295.80.

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

Financial Impact

Funding in the amount of \$150,000.00 was budgeted for door replacements and \$50,000 for ADA improvements in FY2024 in account 1008010-570100. An additional \$102,000 was rolled over from 2023 to 2024 in account 3008010-570100 for door replacements. Funding for Utility sites is available in 5008150-570600 (Main Pump Station) and 5008160-570300 (Seton Place).

The combined funding in these accounts is sufficient to cover the cost of this project.

Recommended Action/Motion

I move to approve the use of Omnia Contract #02-91;

AND

Approve proposal #2024041700 from Midwest Mechanical for the replacement of Village doors for a total amount not to exceed \$321,295.80 (\$305,996.00 plus a contingency of \$15,299.80);

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney Review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.