

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0866

Contract #: 20250516

Start date: 11/3/2025

End date: 12/31/2026

Amount: \$ 3,497,795.00

Contingency Amount: \$ 0.00

Department: Public Works

Total Contract Amount: \$ 3,497,795.00

Contract Type: Contractor

Contractors Name: Trane U.S. Inc.

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose

Contract Description: Village Hall HVAC Improvement Project - Phase 2



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Trane FOR Village Hall HVAC Improvement Project – Phase 2

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 3rd day of November, 2025, by and between the Village of Orland Park (hereinafter referred to as “VILLAGE”) and Trane (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Village Hall HVAC Improvement Project – Phase 2 (hereinafter referred to as “Project”, the “Work”, or the “Services”).

WITNESSETH:

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

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

- The Contractor’s Proposal No. R1-192278-22-003, and dated September 9, 2025; and/or
- Village of Orland Park ITB/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$3,497,795.00 (“Contract Price”)
- a not-to-exceed Proposal or Bid amount of \$3,497,795.00, plus \$0.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$3,497,795.00 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$3,497,795.00. Said price shall be the total compensation for Contractor’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the

1548006-02-1-16

[***CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*1*16***]

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

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

an invoice to the Village upon completion of and approval by the Village of the Work; or

invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.

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

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

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

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

1548006-02-2-16

[**CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*2*16**]

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

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

3. Performance and Payment Bond: If the Contract Price is over \$100,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

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

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

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

Scope of Services as set forth in the Contractor's Proposal No. R1-192278-22-003 dated September 9, 2025 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)

Schedule of Fees (Exhibit B)

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

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

1548006-02-3-16

- A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than November 3, 2025 (hereinafter the “Commencement Date”), and shall be completed no later than December 31, 2026 (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Contractor, all dates provided by Contractor or its representatives for commencement, progress or completion are estimates only. While Contractor shall use commercially reasonable efforts to meet such estimated dates, Contractor shall not be responsible for any damages for its failure to do so.
- B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village’s compliance any federal, state, or local regulations (if applicable).
6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village’s Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor’s work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor’s officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor’s insurer or agent.

1548006-02-4-16

[**CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*4*16**]

- C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.
12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
13. Insurance:
- A. Prior to Commencement of Work:
 - (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
 - (ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
 - B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

1548006-02-5-16

CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*5*16

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

1548006-02-6-16

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

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

1548006-02-7-16

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

1548006-02-8-16

[**CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*8*16**]

14. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

1548006-02-9-16

- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational

1548006-02-10-16

[***CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*10*16***]

Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

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

1548006-02-11-16

[***CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*11*16***]

This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24. Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.
25. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of one (1) year from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

1548006-02-12-16

[***CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*12*16***]

26. Standard Specifications:

- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the “Illinois Manual Uniform Traffic Control Devices for Streets and Highways”.

27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,

28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor’s expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village’s designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village’s designee, with new plantings of good health and quality with species consistent with the recommendation of the Village’s designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.

31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village’s authorized agent.

1548006-02-13-16

[***CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*13*16***]

All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

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

To the Village:

Name: Mike Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108

To the Contractor:

Name: Timothy Reynolds
Trane
7100 S Madison Street
Willowbrook, IL, 60527
Telephone: 312-771-7436

1548006-02-14-16

Email: mmazza@orlandpark.org

e-mail: timothy.reynolds@trane.com

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

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

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

1548006-02-15-16

[***CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*15*16***]

TRANE

VILLAGE OF ORLAND PARK

By: E-SIGNED by Mike Abbott
on 2025-12-15 14:53:45 GMT

By: E-SIGNED by George Koczwara
on 2025-12-15 16:58:48 GMT

Name: Mike Abbott

Name: George Koczwara

Its ^{Area General Manager} & Authorized Agent

Title: Village Manager

<p><u>EXHIBIT A</u> [ATTACH] Scope of Work as set forth in Contractor's Proposal No. R1-192278-22-003 dated September 9, 2025 or Village RFP, ITB, and/or Purchase Order No. _____ dated _____</p>

<p><u>EXHIBIT B</u> [ATTACH IF REQUIRED] Schedule of Fees</p>

1548006-02-16-16

[***CONTRACTOR1548006 *2 *339097131679578612121810485037897205085949227567*16*16***]



TRANE®

Exhibit A

Village of Orland Park – Village Hall Phase 2 HVAC System Improvements



Orland Park Village Hall Phase 2 HVAC System Improvements



14700 S Ravinia Ave, Orland Park, IL 60462

Trane® Turnkey Contracting / Energy Solutions

Proposal Prepared For:

Village of Orland Park:

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

Date:

REVISED September 9th, 2025

Payment Terms:

Net 30

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Proposal Expiration Date:

30 Days

OMNIA Partners Cooperative Quote Number: R1-192278-22-003

OMNIA Partners Cooperative Contract Number: Trane Racine #3341

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

TRANE
TECHNOLOGIES



Trane® Turnkey Scope of Work

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

Existing Removals/Demolition

- Removal and disposal of four (4) existing Rooftop Units (RTUs #1,2,3,4)
- Recovery and handling/disposal of existing refrigerant
- Refrigerant can be returned to owner at no charge, owner to provide storage vessel
- Demo/remove DX and gas piping
- Demo/remove existing VAV boxes (*less 16 controls retrofitted boxes in finance wing*)
- All electrical disconnects/make-safe

Furnish & Install New

➤ **Qty 2 – Trane® CGAM 90-ton High Efficiency Air-Cooled Chiller**



- ACC-1 & ACC-2. Pump package with buffer tank
 - Roof mounted
 - Bracing/steel mounting frame as required
 - Manufactured in USA , 5-year parts & labor warranty
- **Qty 2 – Trane® Custom Air Handling Units (AHUs)**
- Roof mounted
 - Plenum curbs adapters included
 - Manufactured in USA , 5-year labor, 1-year parts warranty
- **Qty 54 – Trane® Variable Air Volume Terminal Units (“VAV Boxes”)**
- Electric reheat
 - Wireless space temperature/CO2 sensors
 - High efficiency modulating w/ hose kits
 - 5-year parts & labor warranty
- **Qty 4 – Trane® Series Flow Fan Powered VAV Boxes**
- Electric reheat
 - Air-Fi Wireless space temperature/CO2 sensors
 - High efficiency modulating w/ hose kits
 - 5-year parts & labor warranty
- **Qty 5 – 24V Power Source, PSH-500**



- **Cranes**
- **All required hoisting, cartage, and work-planning for safe removal and installation of Equipment** (*existing access & site logistics reviewed by Trane*)
- **Mechanical Installation**
 - Set/install new air-cooled chillers, qty 2
 - Set/install new rails for ACC-1 & 2
 - Set/install new custom AHUs, qty 2
 - Set/install new plenum roof curbs for AHU-1 & 2
 - AHU supplies ducted together for twinned operation with backdraft dampers for redundancy
 - New double wall exterior rated ductwork with Class A seal
 - Paint new AHUs and ACCs and ductwork to match exterior architecture
 - Install two (2) 200-gallon buffer tanks in clock tower penthouse
 - Install new chilled water piping with exterior rated insulation
 - Extend existing gas lines to AHUs and paint yellow
 - Install ductwork and chilled water piping to allow for clearance to roof hatch
 - Install Fan Powered and VAV Boxes, qty 54
 - Install new high pressure duct flex and provide for new sheet metal transitions to existing ductwork
 - New ductwork to be externally insulated
 - Install new hot water piping and insulate to match existing hot water system
 - Install new hose kits
 - Remove and re-install ceiling tiles in for VAV Boxes, replace damaged tile with new
 - Fire caulk hot water penetrations into existing duct/pipe shaft
 - Retrofit existing Danfoss valves on existing baseboard heat with new control valves and wire to respective VAV box serving associated zone
 - Change existing shutoff valves on baseboards to ball valves
 - Reconnect existing baseboard control valves for 16 retrofit VAV boxes in finance area
 - Glycol feed system with glycol solution to fill system
 - New condensate drain lines
- **Electrical Installation**
 - Rework existing power feed to ACC-1 & 2, and AHU-1 & 2
 - Install new 24V power panels, PSH-500, qty 5
 - New 24V power from PSH-500 to new VAV boxes with hot water reheat
 - Reconnect power to existing 16 VAV boxes being retrofitted
 - Install wire sensors
 - BAS/controls wiring
- **Controls/BAS Installation**
 - Power and comm from Trane SC+ panel in Boiler room to each WCI
 - Mount new VAV box wireless stats in existing locations
 - Retrofit controls (16) VAV boxes in 1st floor finance area, reuse/reconnect control valves
 - Wire new control valves on existing fin tube to nearest VAV box
 - Interconnect AHU controls to chiller inputs to control pump speed & chilled water setpoint
- **Pretesting of system supply, return, and outside air flows.**
- **Pretesting of VAV Box supply air flows**
- **Post testing of AHU supply, return, and outside air flows**
- **Post testing and balancing of VAV Box air flows**
- **Start-up by Trane**
- **Commissioning by Trane**



Trane® Turnkey Inclusions for Village of Orland Park

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

General Exclusions:

- Permit costs & fees, Trane will assist/support with permitting process and design documentation
- Taxes
- Asbestos abatement
- Premium time
- Upgrading existing non-compliant code issues outside of our Scope of Work
- Temporary services
- Any other services not explicitly outlined within this Proposal

Total Turnkey Proposal Price.....\$3,497,795

Respectfully submitted,

Tim Reynolds

Account Executive

Trane® Turnkey Contracting

312.771.7436 cell

Timothy.Reynolds@trane.com

Acceptance of Proposal By

Customer: Village of Orland Park

Name

Title

Date

Signature

Purchase Order #: _____

(if applicable)

OMNIA Partners Cooperative Quote Number: R1-192278-22-003

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



COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

20. CONTAMINANTS LIABILITY

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

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.





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

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

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

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

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

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned

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



and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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

27. U.S. Government Work.

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

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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



PIPEFITTERS' TRAINING FUND, LOCAL UNION 597

10850 W. 187th Street, Mokena, IL 60448 708.326.9240 TRAINING@PFTF597.ORG

11/10/2025

Benjamin Doyle

Area Service Leader

Chicago/Central Illinois

Cell: +16305287317

Benjamin.Doyle@trane.com

Benjamin:

This letter verifies that The Pipefitters' Training Fund, Local Union 597, is registered with the United States Department of Labor, apprenticeship registration number IL017780093.

This letter also verifies that Trane U.S. Inc., is signatory to the Collective Bargaining Agreement and participates in the Pipe Fitters' Apprenticeship Program and is in good standing.

Apprentice graduates from the above referenced program:

- 2025 – 114 Graduates
- 2024 – 257 Graduates
- 2023 – 186 Graduates
- 2022 – 186 Graduates
- 2021 – 156 Graduates

Please call 708-326-9240 if you have any questions regarding this information.

Sincerely,

Erik Bergman

Pipe Fitters' Training Center

Local Union 597



To Our Valued Customer:

This letter provides an explanation as to why the work performed by the Building Automation Systems ("BAS") or Controls Technicians employed by Trane is not covered under the federal Davis Bacon laws.

Under the Davis-Bacon and Related Acts (DBRA), laborers and mechanics include workers who perform manual or physical labor, and exclude workers whose duties are primarily administrative, executive, or clerical.

Trane provides a state-of-the-art heating and air-conditioning system. It is a manufactured product that is purchased from Trane by a customer. The construction and installation work performed in connection with installing the heating and air-conditioning system is performed by crafts subject to the prevailing wage, such as electricians, sheet metal workers and refrigeration tradesmen.

BAS/Controls Technicians are not involved in the construction or installation of the system. Trane's BAS/Controls Technicians will not perform any electrician work on the project. In fact, Trane subcontracts with another company to provide electricians to run all communication wiring, mount enclosures and controllers, terminate all electrical devices and verify all terminations.

Trane's BAS/Controls Technicians exclusively perform the highly technical, non-manual labor tasks associated with programming the control system – work that is explicitly exempted by the Davis-Bacon Act.

Trane's BAS/Control Technicians are essentially computer programmers who program the software that operates the system. They perform tests of the system to ensure that it is operated to the customer's specifications, and perform customer training. The work performed by Trane's BAS/Controls Technicians does not fall within the scope of work of any particular craft or classification subject to prevailing wage.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Keith P. Maser
Regional Contracting Operations & CS Sales Leader
Upper Midwest Region - Chicago/Central IL, WI, MN, ND, SD
Trane Commercial HVAC North America

7100 S. Madison Street
Willowbrook, IL, 60527-5505
1.630.734.6125 Office

Trane Technologies
kmaser@trane.com

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

Proposers shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposers is not responsible.

The undersigned Travis Strutzenberg
(Enter Name of Person Making Certification)
as Area Contracting Manager
(Enter Title of Person Making Certification)
and on behalf of Trane U.S. Inc.
(Enter Name of Business Organization)

certifies that Proposer is:

1) **A BUSINESS ORGANIZATION:** Yes [] No []

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

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

Sole Proprietor
 Independent Contractor *(Individual)*
 Partnership
 LLC
 Corporation Delaware 4/30/2020
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

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

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

How are you certifying? Certificates Attached [] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

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

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [X] No []

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

4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [X] 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.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [X] No []

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

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

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [X] 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.

7) **PREVAILING WAGE COMPLIANCE:** Yes No

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

The undersigned 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.

8) EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT: Yes No

In the manner and to the extent required by law, this ITB/RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 *et seq.* as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Proposer shall maintain full compliance with its requirements.

9) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes No

Proposer 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: The Pipefitters' Training Fund, Local Union 597

Brief Description of Program: _____

2025 -- 114 Graduates. Trane U.S Inc, is signatory to the Collective Bargaining Agreement

Registered with the USDOL under registration # IL017780093

10) TAX COMPLIANT: Yes No

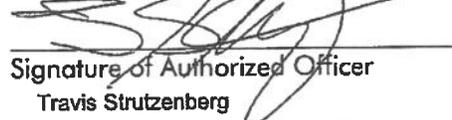
Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with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

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, 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 in this RFP, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer
Travis Strutzenberg

Name of Authorized Officer

Area Contracting Manager

Title

11/13/2025

Date



DISCLOSURE TYPE:
<input type="checkbox"/> Original
<input type="checkbox"/> Amended
<input type="checkbox"/> 1 of () Disclosures

BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box Vendor Official

(2) For Vendor

I do not have a business relationship with any current Village of Orland Park Official or reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix A for a listing of current Officials. (Please check the box if applicable and complete Certification section only.)

I did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box if applicable and complete Certification section only.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

(5) Provide the date(s)[month/year] of engagement or expected engagement:

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

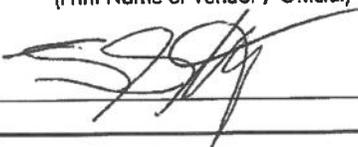
a. The date(s) of acquisition of the Vendor: _____

b. The name(s) of the preceding Vendor, if changed: _____

Certification

The undersigned Travis Strutzenberg, as Area Contracting Manager, and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of Trane U.S. Inc., certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signature: 

Date: 11/13/2025

See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years

APPENDIX A – LIST OF CURRENT OFFICIALS (2025)

Mayor

James V. Dodge, Jr.

Trustees

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

Village Clerk

Mary Ryan Norwell

Village Manager

George Koczwaro

Assistant Village Manager

Jim Culotta

Directors / Department Heads

Development Services - Steve Marciani

Engineering – Syed Khurshid Hoda

Finance – Christopher Frankenfield

Human Resources - Regina Earley

Information Technology – Tad Spencer

Police Department – Eric Rossi

Public Works – Joel Van Essen

Recreation and Parks – Ray Piattoni

APPENDIX B – LIST OF OFFICIALS FOR THE PAST TEN (10) YEARS

August 2024 – May 2025

Brian Gaspdo, Village Clerk

May 2021 – May 2025

Keith Pekau, Mayor
William Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee
Sean Kampas, Trustee
Brian J. Riordan, Trustee
Joni J. Radaszewski, Trustee

May 2021 – August 2024

Patrick O’Sullivan, Village Clerk

May 2019

Keith Pekau, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Daniel T. Calandriello, Trustee
William R. Healy, Trustee
Cynthia Nelson Katsenes, Trustee
Michael R. Milani, Trustee

May 2017

Keith Pekau, Mayor
(No change in Trustees)

2015 – April 2017

Daniel J. McLaughlin, Mayor
Kathleen M. Fenton, Trustee
James V. Dodge, Trustee
Patricia A. Gira, Trustee
Carole Griffin Ruzich, Trustee
Daniel T. Calandriello, Trustee
Michael F. Carroll, Trustee
John C. Mehalek, Village Clerk

Inactive Directors / Department Heads

Communications & Marketing – Nabeha M. Zegar, May 2022 – March 2024
Development Services – Karie L Friling, January 2006 – September 2017
Finance – Annmarie K Mampe, August 2003 – May 2020
Finance – Kevin Wachtel, May 2020 – April 2024
Human Resources – Stephana M Przybylski, March 2007 – July 2020
Human Resources – Denise A Maiolo, June 2020 – December 2021
Human Resources - Christina A Hackney, March 2022 – April 2022
Information Technology - John F Florentine, July 2016 – January 2019
Information Technology – David Buwick, June 2019 – March 2023
Police Department – Tim McCarthy, May 1994 – August 2020
Public Works – John J Ingram, February 2012 – July 2019
Parks Department - Gary Couch, January 2017 – May 2020
Recreation & Parks Department - Nancy Flores, July 2019 – May 2020



ORLAND PARK

INSURANCE REQUIREMENTS

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

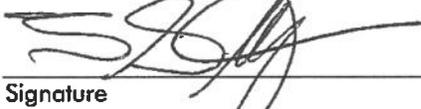
If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p>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</p> <p>AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p>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</p> <p>ADDITIONAL INSURED ENDORSEMENTS: <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. 	<p>LIABILITY UMBRELLA (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input checked="" type="checkbox"/> Other: \$5 million Each Occ./Aggregate EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p>PROFESSIONAL LIABILITY</p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>

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 18 DAY OF November, 2025



Signature
Travis Strutzenberg / Area Contracting Manager

Printed Name & Title

Authorized to execute agreements for:

Trane U.S., Inc.

Name of Company



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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

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

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

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

General Liability includes pollution coverage through the Time Element Pollution Endorsement 62257 (01/09).

Job Description: OPPY 7170102/ Orland Park VH HVAC Imprpv Ph2

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

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or
2. Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract or agreement

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or agreement	As required by written contract or agreement

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

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
<p>Any additional insured person(s) or organization(s) where required to provide such coverage by written contract or written agreement and then only for the period of time required by the contract and in no event beyond the expiration date of the policy.</p>	<p>If any</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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 shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

NAMED INSURED: TRANE TECHNOLOGIES, INC.
EFFECTIVE DATE: 04-17-2025

TRAVELERS 
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8M35413A-25-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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

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

Contractual Risk Transfer Evaluation Summary

 Date 11/18/25

Vendor/Contractor Name: Trane
 Contract/Project Name/ #: Village Hall HVAC Improvement Project - Phase 2
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: HVAC Improvement
 Contract/Project Summary: Village Hall HVAC Improvement Project - Phase 2
 Policy Expiration Date: 4/17/26

Required Coverages/Limits – Per Contract:
Compliant:

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

Required Endorsements:

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

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Per Village Contract.

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable

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

Department Public Works
Division (if applicable) NRF

Date 11/3/2025

Description of Good/Service Village Hall HVAC Improvement Project - Phase 2

Manufacturer or Supplier Trane Inc.

Dollar Amount \$3,497,795.00 Co-op Purchasing Contract # Omnia #3341

Have Adequate Funds Been Budgeted For This Purchase? Yes No

Account number(s) 3008010-570100

Option 1 - Sole Source Justification

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

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

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

Price Reasonableness

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

Relevant documentation attached

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

Option 2 - Joint or Cooperative Purchasing

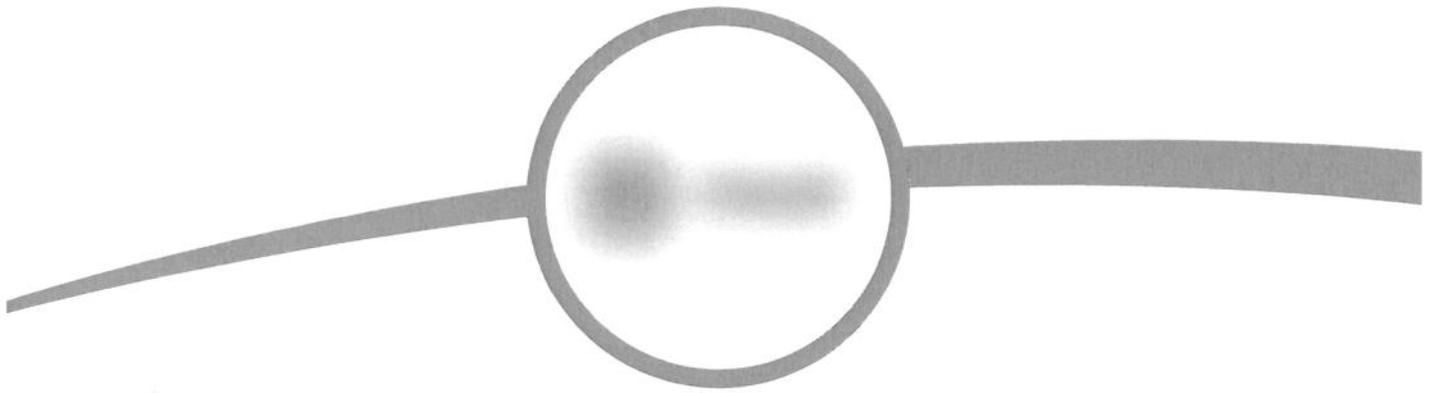
Purchase through Cooperative Purchasing (attach contract documentation)

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

Requested By:

Name	Signature	Date
Staff Contact Mike Mazza		11/3/2025
Department Head Joel Van Essen		11/3/2025

- Did legal review Terms & Conditions from vendor, if applicable? Yes No N/A
- Have you received a CRT summary from the Risk Manager? Yes No N/A



Trane

Building Solutions

Trane, available through OMNIA Partners, helps customers succeed by providing innovative solutions that optimize indoor environments through a broad portfolio of energy-efficient heating, ventilating and air conditioning systems, building, contracting and energy services, parts support and advanced controls for homes and commercial buildings.

Click Your Industry

Education | Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

OMNIA Partners gives you greater purchasing power to unleash the potential of your buildings with Trane solutions. Trane is an industry leader in energy efficient, connected indoor comfort systems, providing full lifecycle support through a world-class services organization. Our mission is to collaborate with organizations to reduce the energy intensity of the world. Through innovative technology and unsurpassed expertise in buildings, we're helping public agencies achieve real and enduring sustainability results.

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

Racine County, WI | 3341

- **Energy Savings Performance Contracting Services**

Port of Portland, OR | 1153

- **Energy Solutions**

Region 4 ESC - TX | R221505

[VIEW CONTRACT
DOCUMENTATION](#)

[CONTACT US](#)



Sustainability is an Action Item. Trane Contract Documentation

Sustainability is an Action Item.

Leverage Trane's contract with OMNIA Partners for energy-efficient heating, ventilation and air conditioning systems, advanced controls, building contracting and energy services.

OMNIA:

Current Contracts
Trane's competitively selected OMNIA Partners contracts satisfy most bid requirements.

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

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

Racine County, WI

Contract Number: 3341

Initial Term: September 1, 2022 through August 31, 2027

Renewal Options: Option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the

effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3

Response Evaluation

- Supplier Response to IFB

Solicitation Process

- Original IFB Document
- IFB Addendum 1
- IFB Clarification 1
- Proof of Publication
- IFB Request List
- Historically Underutilized Business Outreach
- IFB Opening Documents

Energy Savings Performance Contracting Services

Port of Portland, OR

Contract Number: 1153

Initial Term: December 1, 2017 through December 3, 2023

Renewal Options: Option to renew for one (1) additional five-year period through December 3, 2028

RENEWED THROUGH December 3, 2028

Executive Summary

- Uniform Guidance

Contract Documents

- Trane Contract 1153
- Contract Amendment 1
- Contract Amendment 2

RFP Documents

- RFP 2017-7473
- Schedule 1 Pricing Scenario
- Schedule 2 Pricing Scenario
- RFP 2017-7473 Addendum 1
- RFP 2017-7473 Addendum 2
- RFP 2017-7473 Addendum 3
- RFP 2017-7473 Postings

AZ Compliance

- AZ Compliance

Energy Solutions

Region 4 ESC - TX

Contract Number: R221505

Initial Term: July 1, 2023 through June 30, 2026

Renewal Options: Option to renew for two (2) additional one-year periods through June 30, 2028

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract

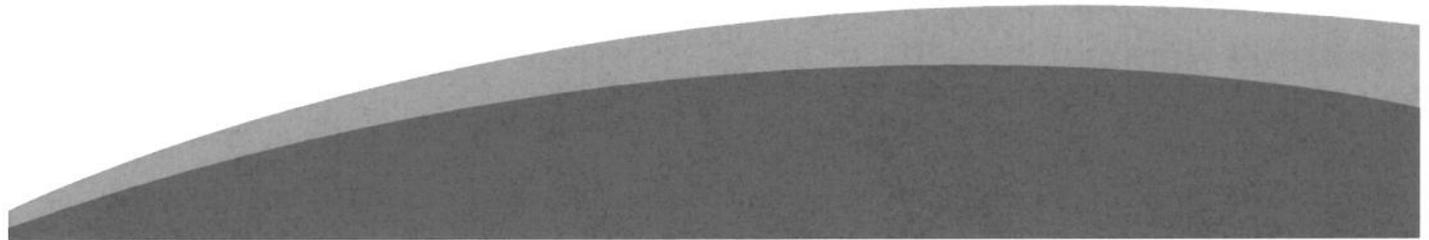
- Contract Award Documents
- Contract Update 1
- Contract Update 2

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- RFP Addendum 3
- RFP Addendum 4
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Historically Underutilized Business Outreach
- RFP Opening Documents



5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES
CAREERS

BECOME A MEMBER

[Privacy Policy](#) | [Terms of Use](#)



HVAC Products, Installation, Labor Based Solutions, and Related Products and Services
Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: RC2022-1001

Solicitation Issued: June 15, 2022

Pre-Bid Date: June 29, 2022

Response Due Date: July 21, 2022

Awarded to: Trane U.S. Inc.

Racine County, Wisconsin issued IFB #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Section II. INSTRUCTION TO BIDDERS, K. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

On Thursday July 21, 2022, bids were received from the following offerors:

- Trane U.S. Inc.

Trane U.S. Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on January 11, 2022 by the Racine County Commissioners, approved the contract award. The contract was executed on August 17, 2022 with an effective date of September 1, 2022.

Contract includes HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Trane U.S. Inc. can provide products and services covering the following areas:

- Operate, Maintain & Repair
 - Connectivity and Cloud Services
 - HVAC System Management
 - HVAC System Repair
 - Rental Solutions
 - Parts and Supplies
- Energy & Sustainability
 - Energy conservation Measures
 - Energy Monitoring & Analysis
 - Active Energy Management
 - Financing & Energy Services Contracting
- Design, Upgrade & Modernize
 - Upgrading Existing Equipment
 - Building Systems Design and Upgrades
 - HVAC System Retrofits
 - Indoor Air Quality (IAQ)
- Building Systems and Technologies
 - Variable Refrigerant Flow (VRF) and Ductless Systems
 - Chillers
 - Packages Units and Split Systems

- Air Handlers, Terminal Devices, Vav and Fan Coils
- Variable Frequency Drives (VFD)
- Energy Storage
- Precision Cooling
- Building Management and Automation
 - Solutions for Large Buildings and Campuses
 - Small Building Solutions
 - Air-Fi® Wireless Communications
 - Lighting Solutions
 - Controls Solutions for Light Commercial Contractors
- Design and Analysis Software Tools

Term:

- September 1, 2022 to August 31, 2027 with the option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Pricing/Discount:

- Bid Form Available Upon Request.



Duane McKinney

Purchasing Coordinator

730 Wisconsin Avenue

Racine, WI 53403

262-636-3700

fax: 262-636-3763

duane.mckinney@racinecounty.com

August 4, 2022

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

Dear Mr. Spencer:

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

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

Again, congratulations on the award.

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

Sincerely,

Duane McKinney

Duane McKinney
Purchasing Manager

Racine County, Wisconsin

Contract # 3341

for

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

with

Trane US Inc.

Effective: September 1, 2022

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

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



Purchasing Department

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

RACINE COUNTY

BY: DocuSigned by:
Jonathan Delagrave 8/17/2022
7B676D90951B406...

BY: DocuSigned by:
Michael J. Lanzdorf 8/17/2022
30F9231CF8A8401...

BY: DocuSigned by:
Wendy Christensen 8/17/2022
FC1B3339B90548D...

BY: DocuSigned by:
Duven Zinner 8/16/2022
14A5552654004D4...

Trane U.S. Inc.
BY: DocuSigned by:
Greg Spencer 8/16/2022
95FF4CCACB904F1...

Racine County Contract & Contract Amendment Form

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

Munis Contract #: 3341 Amendment: Yes No Signed by vendor: Yes No DocuSign

Contract Type Non Encumber Expense Encumber Expense HSD PO Expense Revenue

Vendor/Customer #: 3931-2 Vendor Name: TRANE US INC

Full Address: 800 E BEATY ST DAVIDSON NC 28036

Department: FIN Sub Department: _____

Brief Description of Services: AMENDMENT BID #RC2022-1001 HVAC PRODUCTS, INSTALLATION

Contact/administrator: Duane McKinney Contact Munis ID: 6750dmckinne

Contract Start: 09/01/2022 Contract End: 08/31/2027

**If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.
By completing this form, Procurement Policy has been followed.**

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27
Total:			\$ 0.00 -	

If additional account lines are necessary, attach a schedule.

Have you read the agreement: Yes No Do you understand & agree with the Terms: Yes No

Are there things that you think should be changed in this Contract: Yes No
 If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: Yes No

If yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)

Is there a required signature date: Yes No If yes, what date: _____

Corp Counsel Stamp:	County Clerk Stamp:
---------------------	---------------------

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

AMENDMENT NO. ONE (1)

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

The Parties hereby agree to amend the Contract as follows:

1. WORK:

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

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

2. PRICE:

The County agrees to the revised prices.

Details are located in Attachment A.

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

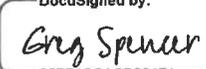
RACINE COUNTY

BY: 
Jonathan Delagrave
Racine County Executive

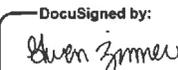
DATE: 1/6/2023

BY: 
Wendy M. Christensen
Racine County Clerk

DATE: 1/6/2023

BY: 
TRANE U.S. INC.
DATE: 12/21/2022


1/5/2023


12/21/2022

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

AMENDMENT NO. TWO (2)

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

The Parties hereby agree to amend the Contract as follows:

1. WORK:

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

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

2. PRODUCT PRICING:

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

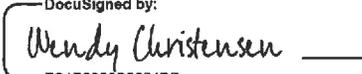
ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

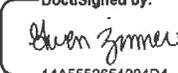
RACINE COUNTY

BY: 
DocuSigned by:
Jonathan Delagrave
7B676D90951B4D6...
Jonathan Delagrave
Racine County Executive
DATE: 11/8/2023

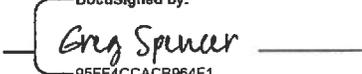
DocuSigned by:

36F9231CFBA8401...
11/8/2023

BY: 
DocuSigned by:
Wendy M. Christensen
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk
DATE: 11/8/2023

DocuSigned by:

14A5552654004D4...
11/8/2023

TRANE U.S. INC.

BY: 
DocuSigned by:
Greg Spencer
95FF4CCACB964F1...
DATE: 11/8/2023

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

AMENDMENT NO. THREE (3)

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

The Parties hereby agree to amend the Contract as follows:

1. WORK:

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

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

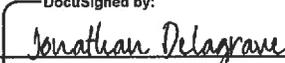
2. PRODUCT PRICING:

The County agrees to the revised Pricing.

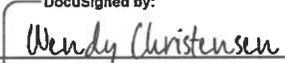
Details are located in Attachment A.

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

RACINE COUNTY

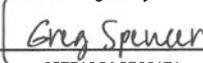
BY: 
7B676D90951B406...
Jonathan Delagrave
Racine County Executive

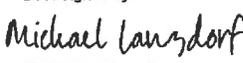
DATE: 12/18/2023

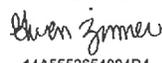
BY: 
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 12/18/2023

TRANE U.S. INC

BY: 
95FF4CCACB964F1...
DATE: 12/18/2023

DocuSigned by:

36F9231CFBA8401...
12/18/2023

DocuSigned by:

14A5552654004D4...
12/18/2023

Please see the **attached Letter of Good Standing** for Trane w/ Local 597, including their Apprentice graduation detail.

Thank you!

Tim Reynolds
Account Executive

+1 312 771 7436 cell



TRANE

TRANE
TECHNOLOGIES

From: Samantha Cooper <scooper@orlandpark.org>
Sent: Tuesday, November 4, 2025 10:40 AM
To: Reynolds, Timothy <Timothy.Reynolds@trane.com>
Cc: Mike Mazza <mmazza@orlandpark.org>
Subject: Village Hall HVAC Improvement Project - Phase 2

Alert: This is an external email.

Good morning Tim,

I write as a follow up to your technical proposal submitted on behalf of Trane for the Village Hall HVAC Improvement Project - Phase 2.

In order to evidence compliance with the Village's Responsible Bidder Ordinance ("RBO")(Village Code, Section 1-16-7(D)), Trane must evidence that the approved and registered program in which it participates has graduated at least five apprentices in the preceding five years.

In order to evidence that Trane is compliant with the RBO, please remit letters from the relevant training and apprenticeship programs, in which the programs represent how many apprentices they have graduated in the last 5 years. I have provided contact information for the Chicago Laborers' Training Fund and Local 130 Plumbers' Training Fund:

- Laborers' Training Fund: Email Ascencio Alfredo at alfredo.ascencio@chicagolaborers.org; and
- Local 130 Training Fund: Email Tony Rottman at grotfman@jac130.org

If you are signatory with any other apprenticeship programs, please let me know and we can assist with contacts through our advising attorney.

Attached is an example of a letter of good standing that we have received and consider compliant.

Once we have this evidence, we will be able to issue the Notice of Approval to get the contract moving.

If you have any questions, please let me know.

Thank you,

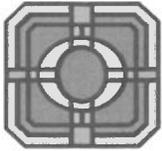
Samantha Cooper | Public Works Executive Assistant
Village of Orland Park
15655 S. Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6244 | scooper@orlandpark.org



Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.



VILLAGE OF ORLAND PARK

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

Master

File Number: 2025-0866

File ID: 2025-0866	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 10/24/2025
Agenda Entry: Village Hall HVAC Improvement Project - Phase 2 - Final Approval		Final Action: 11/03/2025

Title: Village Hall HVAC Improvement Project - Phase 2 - Final Approval

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - Trane, Sole Source Request Form

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	10/24/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	11/03/2025	APPROVED				Pass

Text of Legislative File 2025-0866

..Title

Village Hall HVAC Improvement Project - Phase 2 - Final Approval

History

On March 17, 2025, the Village Board of Trustees approved a Letter of Commitment (LOC) with Trane, Inc. (Trane) for the Village Hall HVAC Improvement Project - Phase 2. The LOC authorized Trane to move to the Proposal Stage, in which Trane would complete a full set of project design plans and provide the Village with a cost proposal not to exceed \$3,540,000.00 for the execution of those plans in 2026. Pricing for this project was in accordance with OMNIA Cooperative Contract #3341.

The Public Works Department subsequently worked with engineers from Trane to refine the scope of work, optimize the project budget and finalize project design plans. The project scope of work, which is attached for reference, includes the removal of the four (4) existing Village Hall roof top units and variable air volume (VAV) boxes,

followed by the installation of new two (2) air-cooled chillers, two (2) air handling units, and fifty-four (54) VAV boxes, as well as all associated electrical, mechanical, control, testing and balancing, commissioning, and site work.

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

Upon completion of the project plans, which are attached for reference, the final proposal price submitted by Trane, Inc. is \$3,497,795.00, or \$42,205.00 less than the original cost estimate. The cost reduction is a result of project efficiencies identified by Public Works Staff and a competitive internal bidding process by Trane. As previously mentioned, proposal pricing is based on OMNIA Cooperative Contract #3341. It should be noted that the Village may request a third-party review of the proposal to ensure the Trane proposal is in accordance with OMNIA Cooperative Contract Pricing Guidelines.

Permission to proceed with the final proposal for this project requires approval by the Village Board of Trustees. As such, approval of the proposal submitted by Trane, Inc., OMNIA Partners Cooperative Quote Number R1-192278-22-003, dated September 9, 2025, for Village HVAC Improvement Project - Phase 2 is now requested. A project contingency is not requested as Trane guarantees that no change orders will be necessary to complete the full scope of work due to thorough site visit inspections.

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

Financial Impact

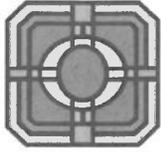
A total of \$3,540,000.00 was requested between FY2026 and FY2027 in capital account 3008010-570100 for this project. The actual project cost will be \$3,497,795.00. No invoices for this project will be submitted until 2026. Public Works is requesting approval of this project so that Trane can begin manufacturing the equipment, as current lead times for Air-Cooled Chillers and Custom Air Handling Units are estimated at thirty to thirty-five (30-35) weeks. Obtaining a Notice of Award (NOA) by December would allow Trane to get Phase 2 project equipment released for production, thus securing the Village's "place in line" and allowing more flexibility in scheduling the installation of this project in 2026.

Recommended Action/Motion

I move to approve participation in joint purchasing cooperative OMNIA Cooperative Contract #3341;

AND

Authorize the approval and execution of a vendor contract with Trane, Inc. for the Village Hall HVAC Improvement Project - Phase 2 based on Trane's proposal dated September 9, 2025, for a total not-to-exceed contract price of \$3,497,795.00.

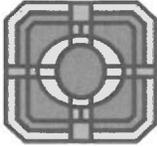


VILLAGE OF ORLAND PARK

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

Master

File Number: 2025-0866



VILLAGE OF ORLAND PARK

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

Meeting Minutes

Board of Trustees

Village President James V. Dodge, Jr.

Village Clerk Mary Ryan Norwell

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

Dina Lawrence, John Lawler and Joanna M. L. Leafblad

Monday, November 3, 2025

7:00 PM

Village Hall

Village Hall HVAC Improvement Project - Phase 2 - Final Approval

On March 17, 2025, the Village Board of Trustees approved a Letter of Commitment (LOC) with Trane, Inc. (Trane) for the Village Hall HVAC Improvement Project - Phase 2. The LOC authorized Trane to move to the Proposal Stage, in which Trane would complete a full set of project design plans and provide the Village with a cost proposal not to exceed \$3,540,000.00 for the execution of those plans in 2026. Pricing for this project was in accordance with OMNIA Cooperative Contract #3341.

The Public Works Department subsequently worked with engineers from Trane to refine the scope of work, optimize the project budget and finalize project design plans. The project scope of work, which is attached for reference, includes the removal of the four (4) existing Village Hall roof top units and variable air volume (VAV) boxes, followed by the installation of new two (2) air-cooled chillers, two (2) air handling units, and fifty-four (54) VAV boxes, as well as all associated electrical, mechanical, control, testing and balancing, commissioning, and site work.

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

Upon completion of the project plans, which are attached for reference, the final proposal price submitted by Trane, Inc. is \$3,497,795.00, or \$42,205.00 less than the original cost estimate. The cost reduction is a result of project efficiencies identified by Public Works Staff and a competitive internal bidding process by Trane. As previously mentioned, proposal pricing is based on OMNIA Cooperative Contract #3341. It should be noted that the Village may request a third-party review of the proposal to ensure the Trane proposal is in accordance with OMNIA Cooperative Contract Pricing Guidelines.

Permission to proceed with the final proposal for this project requires approval by the Village Board of Trustees. As such, approval of the proposal submitted by Trane, Inc., OMNIA Partners Cooperative Quote Number R1-192278-22-003,

dated September 9, 2025, for Village HVAC Improvement Project - Phase 2 is now requested. A project contingency is not requested as Trane guarantees that no change orders will be necessary to complete the full scope of work due to thorough site visit inspections.

I move to approve participation in joint purchasing cooperative OMNIA Cooperative Contract #3341;

AND

Authorize the approval and execution of a vendor contract with Trane, Inc. for the Village Hall HVAC Improvement Project - Phase 2 based on Trane's proposal dated September 9, 2025, for a total not-to-exceed contract price of \$3,497,795.00.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

Mary Ryan Norwell, Village Clerk

Recording Secretary

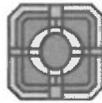
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

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



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Dina M. Lawrence
John Lawler
Joanna M. Liotine Leafblad

November 11, 2025

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

NOTICE OF APPROVAL – Village Hall HVAC Improvement Project – Phase 2

Dear Mr. Reynolds,

This notification is to inform you that on November 3, 2025, the Village of Orland Park Board of Trustees approved a contract with Trane in accordance with the proposal you submitted dated September 9, 2025, for the Village Hall HVAC Improvement Project – Phase 2 for an amount not to exceed three million four hundred ninety-seven thousand seven hundred ninety-five and 00/100 (\$3,497,795.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by November 25, 2025.

- Complete and return enclosed Certificate of Compliance, Insurance Requirements Form, and Business Relationship Disclosure Form.
- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.
- Performance and Payment Bonds dated November 3, 2025, are to be submitted to Samantha Cooper, Executive Assistant, at 15655 S. Ravinia Ave, Orland Park, IL 60462.

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

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

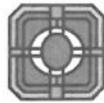
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Narwell

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



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

December 30, 2025

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

NOTICE TO PROCEED – Village Hall HVAC Improvement Project – Phase 2

Dear Mr. Reynolds,

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

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

The Village has processed Contract Number #20250516 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

