

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0026

Innoprise Contract #: C14-0026

Year: 2014-16

Amount: \$3,452.00

Department: Building Maintenance - Frank Stec

Contract Type: Services

Contractors Name: R.J. O'Neil, Inc

Contract Description: RPZ/Backflow Preventer Testing 2014-2016
2014 - \$3452; 2015 \$3634; 2016 \$3726
C17-0073 Addendum A - 2017-2019 \$61.60/meter (2017-0153)

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

June 20, 2017

Mr. Tom Wegman
R.J. O'Neil Inc.
1125 S. Lake Street
Montgomery, Illinois 60538

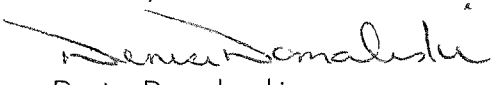
Notice to Proceed - Addendum dated May 31, 2017 to RPZ/Backflow Preventer Testing

Dear Mr. Wegman:

Enclosed is a copy of the addendum dated May 31, 2017 for the change to extend the contract for 2017 and to add 2 new locations. Please attach this to the original RPZ/Backflow Preventer Testing contract dated April 18, 2014. The purchase order will be emailed as soon as it is available.

If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Purchasing & Contract Administrator

Encl:

cc: Napoleon Haney
Dennis Wokurka

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

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May 31, 2017

Mr. Tom Wegman
R.J. O'Neil, Inc.
1125 S. Lake Street
Montgomery, Illinois 60538

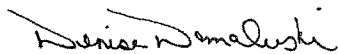
RE: Addendum A dated May 31, 2017 to RPZ/Backflow Preventer Testing

Dear Mr. Wegman:

This notification is to inform you that on March 20, 2017, the Village of Orland Park Board of Trustees approved awarding R.J. O'Neil, Inc. the contract extension in accordance with the proposal you submitted dated February 24, 2017 for RPZ Testing 2017-2019. Please sign two (2) copies of the attached addendum and return both copies to my attention at Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462. I will return a fully executed addendum for your files. Also please send a current certificate of insurance per the terms of the contract and continue to send one each year upon renewal.

If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

cc: Napoleon Haney
Dennis Wokurka

 ORLAND PARK
ADDENDUM A to
RPZ/Backflow Preventer Testing

Dated
April 18, 2014

Between
The Village of Orland Park, Illinois ("VILLAGE") and R.J. O'Neil ("CONTRACTOR")

WHEREAS, on April 18, 2014, a certain Agreement regarding RPZ/Backflow Preventer Testing between the Village and the Contractor was executed (hereinafter referred to as the "Agreement"); and,

WHEREAS, the Village wishes to extend the term of the agreement through December 31, 2019.

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

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. **SECTION 1: THE CONTRACT DOCUMENTS** of said Agreement shall be amended to include "Addendum A dated May 31, 2017" and "The Proposal dated February 24, 2017".
3. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended to include the following at the end of the location table:

Parking Garage	9650 W. 143 rd Street
Orland Park Health & Fitness Center	15430 West Avenue
4. **SECTION 2: SCOPE OF THE WORK AND PAYMENT** of said Agreement shall be amended to include the following:

"Per the Proposal dated February 24, 2017, cost is \$61.60 per device for years 2017 – 2019. Repairs are an additional charge and must be preapproved by the Village."
5. **SECTION 4: TERM OF THE CONTRACT** of said Agreement shall be amended to strike in its entirety "This Contract shall terminate upon completion of the WORK or December 31, 2016," and replace with "This Contract shall terminate upon completion of the WORK or December 31, 2019,"
6. All of the other terms, covenants, representations and conditions of said not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
7. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

 ORLAND PARK
ADDENDUM A to
RPZ/Backflow Preventer Testing

Dated
April 18, 2014

Between
The Village of Orland Park, Illinois ("VILLAGE") and R.J. O'Neil ("CONTRACTOR")

This Addendum, made and entered into effective the **31st day of May, 2017**, shall be attached to and form a part of the Agreement dated the 18th day of April, 2014 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

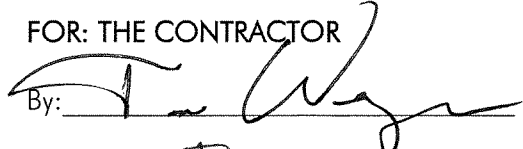
By: 

Print Name: Joseph S. LaMorte

Its: Interim Village Manager

Date: 6/14/17

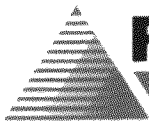
FOR: THE CONTRACTOR

By: 

Print Name: Tom Wagon

Its: Service Manager

Date: 6.1.17



R. J. O'Neil

MECHANICAL CONTRACTORS

PROPOSAL
February 24, 2017 *Revised*

SUBMITTED TO:
Dennis Wokurka

JOB NAME & LOCATION:
Village of Orland Park

R.J. O'Neil proposes to provide the following work.
RPZ Testing

Work Included:

1. Testing all original 49 rpz's including 3 new ones at parking garage for 2017 (\$61.60 per device)
2. Testing all original 49 rpz's including 3 new ones at parking garage for 2018 (\$61.60 per device)
3. Testing all original 49 rpz's including 3 new ones at parking garage for 2019 (\$61.60 per device)

Total Price For 3 years...\$9,055.20

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, delays, or other events beyond our control. Owner to carry fire, tornado, builder's risk, liability and other necessary insurance. Due to the volatility of material costs, this proposal amount is good for 30 days.

ACCEPTANCE OF PROPOSAL. We agree to pay for the above work at the above prices. Specifications and conditions are satisfactory and hereby accepted. Our signature is authorization to do the work as specified and to make payments according to terms; 80% due at rough-in inspection, full balance at completion. Venue for any litigation arising out of this contract, including collecting any payment of sums due R.J. O'Neil, shall be in Kendall County, Illinois. Purchaser agrees to pay all costs of collection, including attorney's fees.

Signature:

Signature:

Date:

Contractor: R. J. O'Neil, Inc.

Representative: Tom Wegman

Title:

P.O. #

Date: February 24, 2017

Title: Service Manager



PROPOSAL
February 24, 2017

SUBMITTED TO:
Dennis Wokurka

JOB NAME & LOCATION:
Village of Orland Park

R.J. O'Neil proposes to provide the following work.
RPZ Testing

Work Included:

1. Testing all original 49 rpz's including 3 new ones at parking garage for 2017 (\$61.60 per device)
2. Testing all original 49 rpz's including 3 new ones at parking garage for 2018 (\$61.60 per device)
3. Testing all original 49 rpz's including 3 new ones at parking garage for 2019 (\$61.60 per device)

Total Price For 3 years...\$~~9,600.00~~

9055.20

see revised proposal →

1. Testing all 7 devices for Orland Park Health and Fitness Center for 2017 (61.60 per device)
2. Testing all 7 devices for Orland Park Health and Fitness Center for 2018 (61.60 per device)
3. Testing all 7 devices for Orland Park Health and Fitness Center for 2019 (61.60 per device)

Total Price For 3 years...\$1,293.60

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, delays, or other events beyond our control. Owner to carry fire, tornado, builder's risk, liability and other necessary insurance. Due to the volatility of material costs, this proposal amount is good for 30 days.

ACCEPTANCE OF PROPOSAL. We agree to pay for the above work at the above prices. Specifications and conditions are satisfactory and hereby accepted. Our signature is authorization to do the work as specified and to make payments according to terms; 80% due at rough-in inspection, full balance at completion. Venue for any litigation arising out of this contract, including collecting any payment of sums due R.J. O'Neil, shall be in Kendall County, Illinois. Purchaser agrees to pay all costs of collection, including attorney's fees.

Signature:

Signature:

Date:

Contractor: R. J. O'Neil, Inc.
Representative: Tom Wegman

Title:

P.O. #

Date: February 24, 2017

Title: Service Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2016

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		FAX (A/C, No): 507-446-4664
INSURED R J O'NEIL INC 1125 S LAKE ST MONTGOMERY, IL 60538		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: FEDERATED SERVICE INSURANCE COMPANY		28304
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 142

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	9053681	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	N	N	9053681	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION	N	N	9053682	12/31/2016	12/31/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	Y	9053683	12/31/2016	12/31/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

SEE ATTACHED PAGE

CERTIFICATE HOLDER**CANCELLATION**224-299-8
VILLAGE OF ORLAND PARK
14700 S RAVINIA AVE
ORLAND PARK, IL 60462-3134

142 0

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

AUTHORIZED REPRESENTATIVE

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