

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2024-0855

Contract #: 20250096

Start date: 12/2/2024

End date: 12/1/2025

Amount: \$ 419,875.00

Contingency Amount: \$ 0.00

Department: Public Works

Total Contract Amount: \$ 419,875.00

Contract Type: Contractor

Contractors Name: Trane

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 1



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Trane FOR Village Hall HVAC Improvement Project – Phase 1

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made the 2nd day of December, 2024, by and between the Village of Orland Park (hereinafter referred to as “VILLAGE”) and Trane (hereinafter referred to as “Contractor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Village Hall HVAC Improvement Project – Phase 1 (hereinafter referred to as “Project”, the “Work”, or the “Services”).

WITNESSETH:

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

1. Scope of Work: The Contractor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:
 - ☒ The Contractor’s Proposal/Bid No. R1-192278-24-003, and dated June 4, 2024; and/or
 - ☐ Village of Orland Park ITB/RFP/Purchase Order No. _____.
 which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Proposal (“RFP”), Invitation To Bid (“ITB”) and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFP, ITB, and/or Purchase Order shall control.
2. Payment:
 - A. Compensation: The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:
 - ☒ the amount(s) set forth on Exhibit A (the “Contractor’s Proposal”);
 - ☐ the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
 - ☒ a not-to-exceed amount of \$419,875.00 (“Contract Price”)
 - ☐ a not-to-exceed Proposal or Bid amount of \$419,875.00, 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 \$419,875.00 (“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 \$419,875.00. 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 Village on account thereof.

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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

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

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

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

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

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

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

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

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

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

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

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- 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:

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- (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

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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) ☐ Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
- (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
- (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- E. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements if a claim for damages or litigation arises out of the project.
- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- F. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

14. Indemnity:

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

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

- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security

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

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

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

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

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

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

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

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

To the Village:

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

To the Contractor:

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

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

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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.

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Trane

VILLAGE OF ORLAND PARK

By: E-SIGNED by Nick Hinz
on 2025-02-18 23:35:30 GMT

By: E-SIGNED by Jim Culotta
on 2025-02-21 19:59:32 GMT

Name: Nick Hinz

Name: Jim Culotta

Its Upper Midwest Regional
General Manager & Authorized Agent

Title: Interim Village Manager

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Contractor's Proposal dated June 4, 2024
or Village RFP, ITB, and/or Purchase Order No. _____ dated _____

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

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TRANE®

Exhibit A

Village of Orland Park – Village Hall Boiler System Replacement



ORLAND PARK

Village Hall Boiler System Replacement



14700 Ravinia Ave, Orland Park, IL 60462

Proposal Prepared For:

Village of Orland Park:

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

Date:

June 4th, 2024

Payment Terms:

Net 30

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Proposal Expiration Date:

30 Days

OMNIA Partners Cooperative Quote Number: R1-192278-24-003

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

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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.

High Efficiency Boiler System Replacement

Demolition/Removals:

- Mechanical and Electrical disconnects
- Disconnect piping, gas, flue
- Demo/removal/disposal of existing boilers (Qty 2), flues, mixing valve, and air separator
- Test existing hot water flow and hydronic heating water
- Demo boiler control panel
- Demo boiler room exhaust fan and duct
- Demo boiler combustion air duct and cap connection at main duct

Furnish and Install:

- **High Efficiency Condensing Boilers (Quantity 2)**
 - Riello Array Model, 2000 MBH
 - Warranty 18 months from shipment, or 12 months from startup
 - 10-year Heat Exchangers Warranty
- **Variable Frequency Drives (Quantity 2) for existing pumps**
- **Suction diffusers, 3D valves, and trumpet valves**
- **Wessels air/dirt separator**
- **Expansion Tank**
- **Hoisting, cartage, and work-planning for safe removal and installation**
- **Mechanical Installation:**
 - Set/install new boilers (Qty 2) with new gas regulators and neutralizing basins
 - Re-pipe (upsized 3” to 4”) hot water piping in mechanical room, excluding pipe drops to pumps
 - Hot water pipe insulation
 - Gas piping
 - Condensate drain line
 - Cold air intake and Flue
 - Install replacement bypass/pot feeder
 - Install new expansion tank
 - Fill, test, and flush
 - Chemical treatment
 - Install side stream filters
 - Reuse existing secondary hot water pumps and water heater



- **Electrical Installation:**
 - Power to boilers (Qty 2)
 - New circuit breakers in existing 208V panel for new boilers
 - Control wiring to boilers and pumps
 - Emergency stops
- **Controls/BAS**
 - New Trane Controls for Boiler Plant system & components
 - Trane Tracer SC+ Controller
 - Comm to boiler for setpoint control and alarm monitoring
 - Hot water setpoint reset
- **Testing & Balancing of hot water system**
- **Start Up**
- **Commissioning**

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 Equipment**

General Exclusions:

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



TRANE®

Village of Orland Park – Village Hall Boiler System Replacement

Total Turnkey Proposal Price.....\$419,875

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 #: _____

OMNIA Partners Cooperative Quote Number: R1-192278-24-003

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

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

Village of Orland Park – Village Hall Boiler System Replacement

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.

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

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TECHNOLOGIES



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.

6. 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)

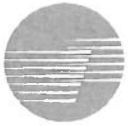
~~18. Indemnity.~~ To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real 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.~~

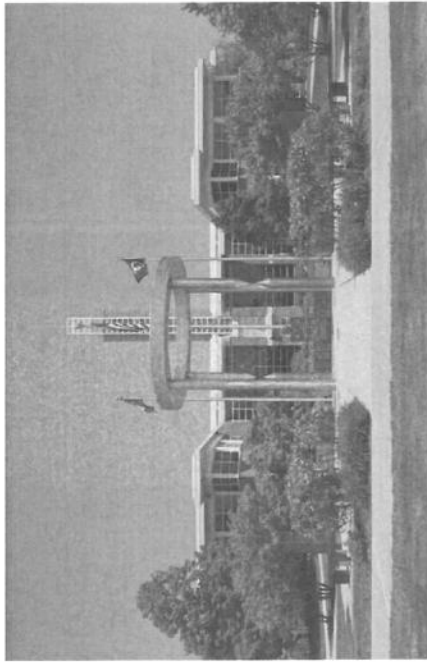
26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-260. Executive Order 13496 and Section 20 CFR 474, 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. 44 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 42 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 62.212-5(e)(1). Company complies with 62.219-8 or 62.219-9 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: 62.203-49; 62.204-21; 62.204-23; 62.219-8; 62.222-21; 62.222-26; 62.222-35; 62.222-36; 62.222-60; 62.225-26; 62.247-64. 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.

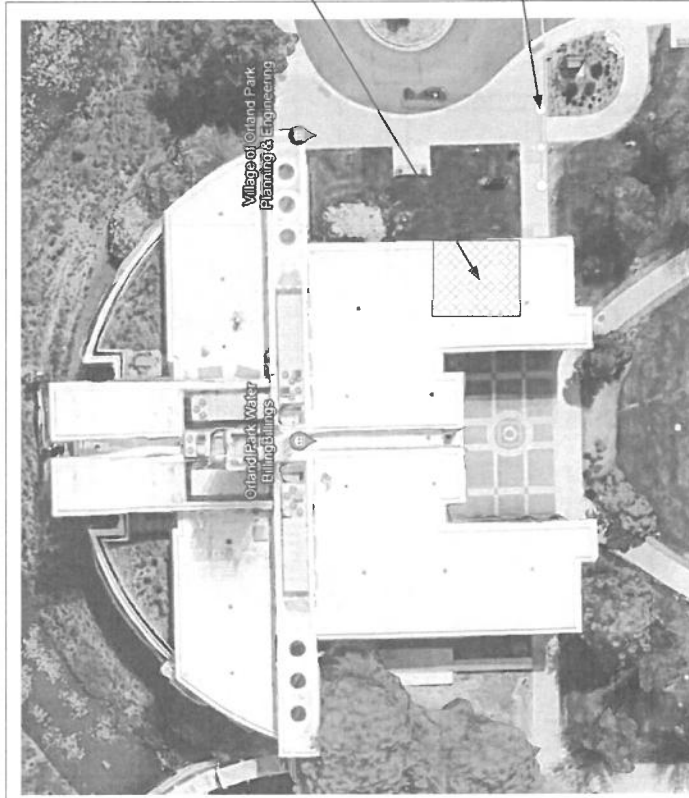


Village Hall
14700 Ravinia Ave.
Orland Park, IL 60462

Project:
Boiler System
Replacement

14700 Ravinia Ave.
Orland Park, IL 60462

7700 17 ANNE
TAMM TECHNOLOGIES
Tamm.com/Chicago
7100 South Madison Street
Westchester, IL 60091
P. 630-513-5000



NEW WORK:
Replace (2) standard boilers with high efficiency, add VFDs to (2) existing HW pumps, & re-pipe boiler system to Primary/Secondary

25'

SATELLITE VIEW



VICINITY MAP

TABLE OF CONTENTS:	
T-1	TITLE PAGE
M-1	DEMOLITION PLAN
M-2	INSTALLATION PLAN
M-3	EQUIPMENT
M-4	HOT WATER FLOW DIAGRAM
M-5	NOTES & DETAILS
E-1	SINGLE-LINE & BAS

Rev	Date	Description
1	11/17/17	ISSUE FOR PERMIT

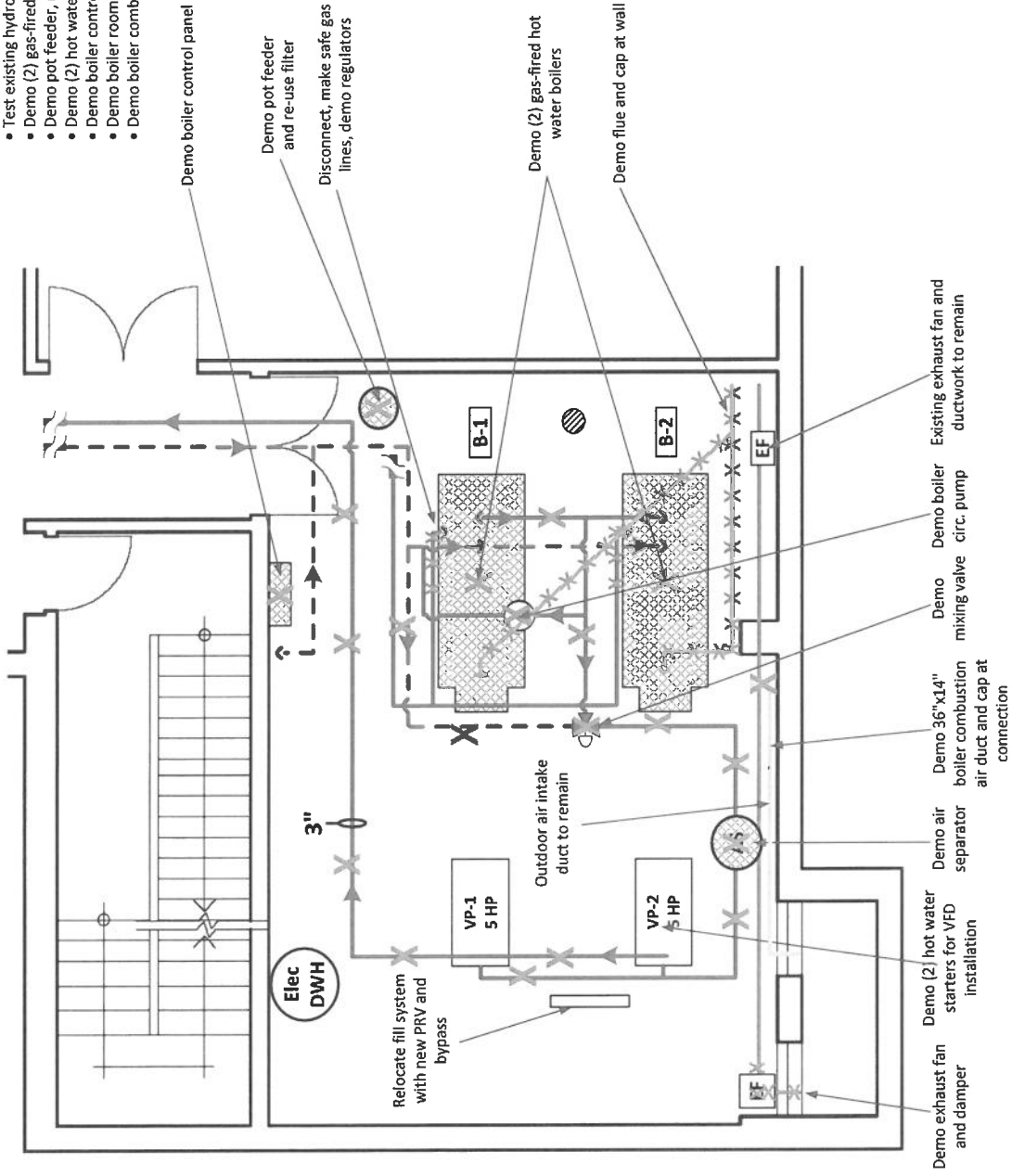
TITLE PAGE

T-1

Demolition

Demo Notes:

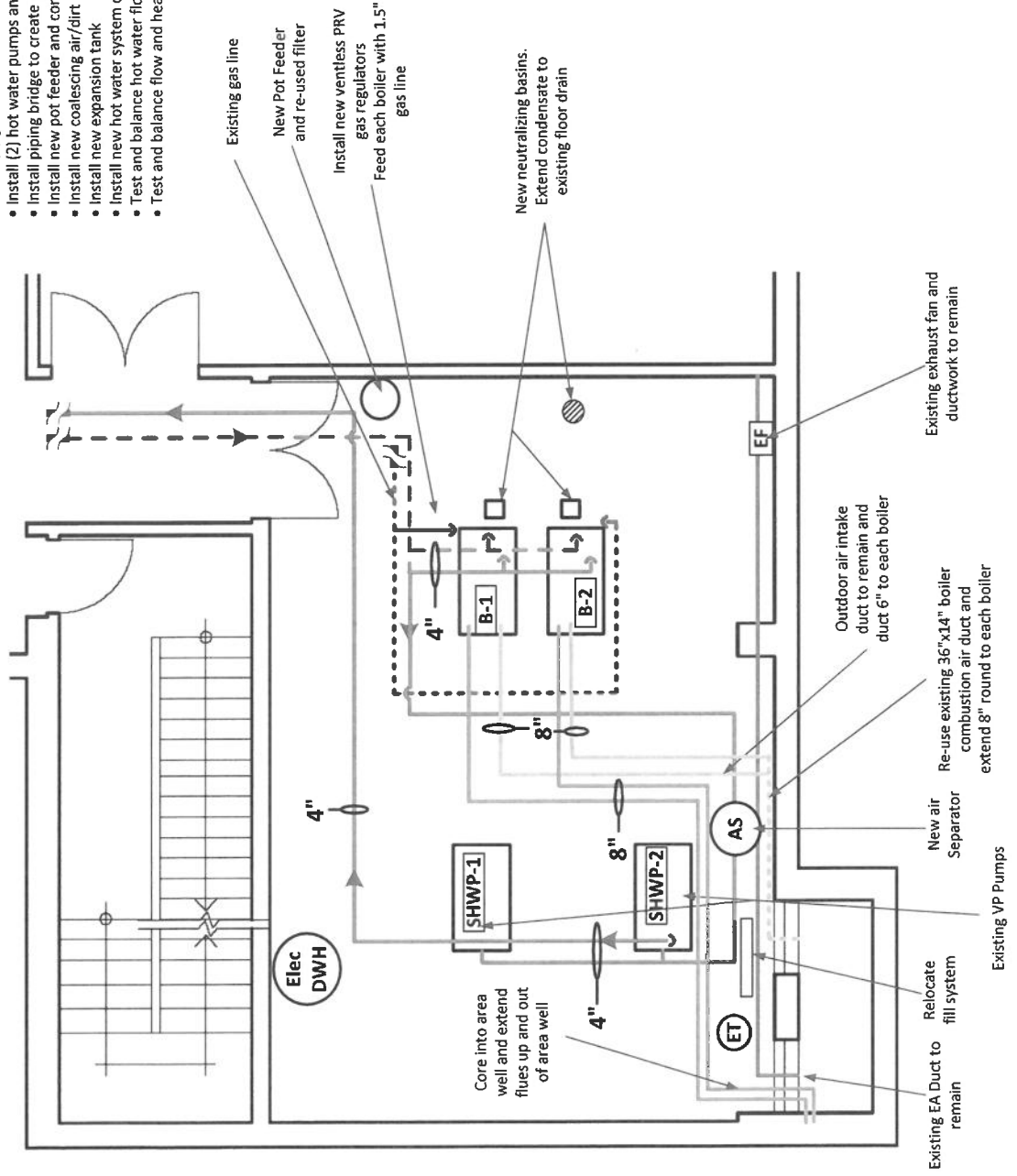
- Test existing hot water flow and head at each hot water system pump
- Test existing hydronic heating water and provide report
- Demo (2) gas-fired HW boilers, flues, mixing valve, & air separator
- Demo pot feeder, mixing valve, boiler circulation pump, and connecting piping
- Demo (2) hot water pumps and starters
- Demo boiler control panel
- Demo boiler room exhaust fan and duct
- Demo boiler combustion air duct and cap connection at main duct



Installation

Install Notes:

- Install (2) gas-fired, sealed combustion HW boilers with new gas regulators and neutralizing basins
- Install (2) hot water pumps and VFDs
- Install piping bridge to create primary/secondary hydronic separation
- Install new pot feeder and connect to existing piping
- Install new coalescing air/dirt separator and connect to existing piping
- Install new expansion tank
- Install new hot water system control panel
- Test and balance hot water flow and head at each hot water system pump
- Test and balance flow and head at each boiler



INSTALLATION PLAN

M-2

THESE PLANS ARE THE PROPERTY OF TRANE TECHNOLOGIES. THEY ARE TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. ANY REUSE, REPRODUCTION, OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF TRANE TECHNOLOGIES IS PROHIBITED.

Rev	Date	Description
1	12/14	ISSUING

14700 Ravinia Ave.
Orland Park, IL 60462

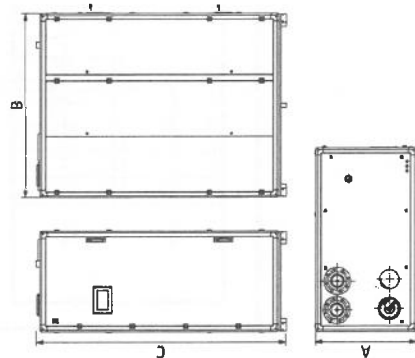
Village Hall

TRANE TECHNOLOGIES
7100 South Madison Street
Madison, WI 53717
P. 608-274-3200
F. 608-273-9040

High Efficiency Condensing Boiler 800-4000 MBH

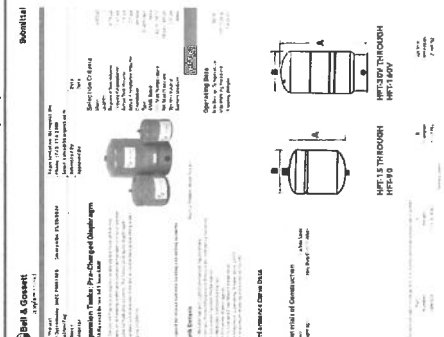
ARRAY 2000

Model	Input Power MBH	Number of Modules	AHRI Thermal Efficiency %	Turndown Ratio	Overall Dimensions (4) WxHxD (inches)
AR 2000	2000	4 (500 MBH)	96.1%	20:1	33.3x83x60.8



Model	Unit	AR 2000
1	1	1
2	2	2
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4	4	4
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99	99	99
100	100	100

Boiler Category	V	Boiler	Natural Gas
Type of Gas	BTU/hr (kW)	2,000,000 (586)	
Max Input rate	BTU/hr (kW)	100,000 (29)	
Min Input rate	Rate	20:1	
Turndown	Ø Inch	1 1/2"	
Gas Connections (NPT)	Inch W.C (mbar)	20 (50)	
Max. NG Pressure	Inch W.C (mbar)	30 (10.0)	
Min. MG Pressure	Inch W.C (mbar)	20 (50)	
Max. LPG Pressure	Inch W.C (mbar)	8 (19.9)	
Min. LPG Pressure	Ø Inch	1/4"	
Water Connections	PSI (bar)	60 (5.5)	
Max. Allowable Working Pressure (MAWP)	Gallon (liter)	74 (92)	
Water Volume	Ø (in) (Ø mm)	8" (8") (200/200)	
Vent (slip-on) / Air Inlet Connections	CWC, PP, Stainless Steel AL29-4C		
Welding Materials	Max operating temperature	194 (90)	
Max operating temperature	°F (°C)	210 (98.9)	
Max. H.C. allowable temperature	°F (°C)	5 to 158 (-15 to 70)	
Storage temperature	°F (°C)	32 to 120 (0 to 49)	
Ambient Room Temperature	°F (°C)	172 (78)	
Operating Range	SQFT (m ²)	and 5 CAQMD	
Total Heating Surface Area	VIPN/hz	240/1760 (**)	
Standard Listings & Approvals	Electrical	FIL A (**)	
Single-Point Electrical Connection	Weight (Dry)	1676 (760)	
Dimensions	WxHxD (mm)	33.3x43x50.8 EN60207EN544	



2010 OCT 7 TUE AM 10:00

Job	Reference No.	Date
UNIT 145 ENGINEER CONTRACTOR	CORR 145 NUMBER SUBMITTED BY APPROVED BY	DATE DATE DATE

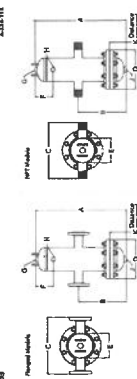


Coalescing medium styra air & sediment separator with removable head

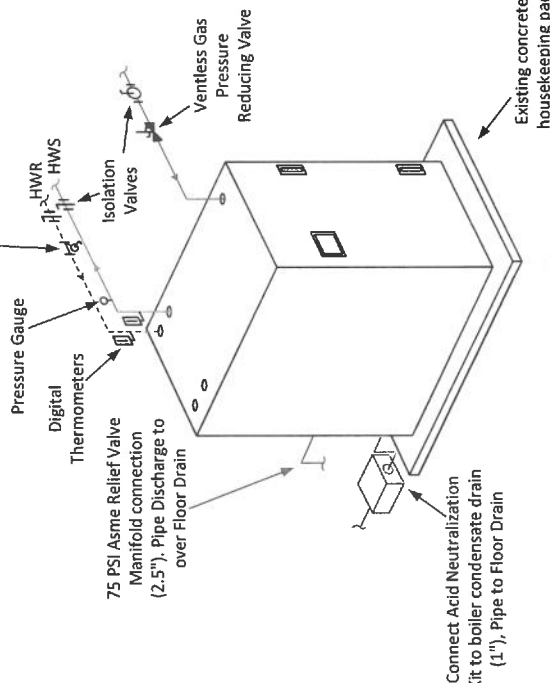
DESCRIPTION	CONSTRUCTION MATERIALS	OPERATING SIZE*
1. Construction: CS as construction with 1/2 inch steel vessel 2. Capacity: 1000 gal 3. Design: 1000 gal 4. Material: CS 5. Construction: CS as construction with 1/2 inch steel vessel 6. Capacity: 1000 gal 7. Design: 1000 gal 8. Material: CS 9. Construction: CS as construction with 1/2 inch steel vessel 10. Capacity: 1000 gal 11. Design: 1000 gal 12. Material: CS 13. Construction: CS as construction with 1/2 inch steel vessel 14. Capacity: 1000 gal 15. Design: 1000 gal 16. Material: CS 17. Construction: CS as construction with 1/2 inch steel vessel 18. Capacity: 1000 gal 19. Design: 1000 gal 20. Material: CS 21. Construction: CS as construction with 1/2 inch steel vessel 22. Capacity: 1000 gal 23. Design: 1000 gal 24. Material: CS 25. Construction: CS as construction with 1/2 inch steel vessel 26. Capacity: 1000 gal 27. Design: 1000 gal 28. Material: CS 29. Construction: CS as construction with 1/2 inch steel vessel 30. Capacity: 1000 gal 31. Design: 1000 gal 32. Material: CS 33. Construction: CS as construction with 1/2 inch steel vessel 34. Capacity: 1000 gal 35. Design: 1000 gal 36. Material: CS 37. Construction: CS as construction with 1/2 inch steel vessel 38. Capacity: 1000 gal 39. Design: 1000 gal 40. Material: CS 41. Construction: CS as construction with 1/2 inch steel vessel 42. Capacity: 1000 gal 43. Design: 1000 gal 44. Material: CS 45. Construction: CS as construction with 1/2 inch steel vessel 46. Capacity: 1000 gal 47. Design: 1000 gal 48. Material: CS 49. Construction: CS as construction with 1/2 inch steel vessel 50. Capacity: 1000 gal 51. Design: 1000 gal 52. Material: CS 53. Construction: CS as construction with 1/2 inch steel vessel 54. Capacity: 1000 gal 55. Design: 1000 gal 56. Material: CS 57. Construction: CS as construction with 1/2 inch steel vessel 58. Capacity: 1000 gal 59. Design: 1000 gal 60. Material: CS 61. Construction: CS as construction with 1/2 inch steel vessel 62. Capacity: 1000 gal 63. Design: 1000 gal 64. Material: CS 65. Construction: CS as construction with 1/2 inch steel vessel 66. Capacity: 1000 gal 67. Design: 1000 gal 68. Material: CS 69. Construction: CS as construction with 1/2 inch steel vessel 70. Capacity: 1000 gal 71. Design: 1000 gal 72. Material: CS 73. Construction: CS as construction with 1/2 inch steel vessel 74. Capacity: 1000 gal 75. Design: 1000 gal 76. Material: CS 77. Construction: CS as construction with 1/2 inch steel vessel 78. Capacity: 1000 gal 79. Design: 1000 gal 80. Material: CS 81. Construction: CS as construction with 1/2 inch steel vessel 82. Capacity: 1000 gal 83. Design: 1000 gal 84. Material: CS 85. Construction: CS as construction with 1/2 inch steel vessel 86. Capacity: 1000 gal 87. Design: 1000 gal 88. Material: CS 89. Construction: CS as construction with 1/2 inch steel vessel 90. Capacity: 1000 gal 91. Design: 1000 gal 92. Material: CS 93. Construction: CS as construction with 1/2 inch steel vessel 94. Capacity: 1000 gal 95. Design: 1000 gal 96. Material: CS 97. Construction: CS as construction with 1/2 inch steel vessel 98. Capacity: 1000 gal 99. Design: 1000 gal 100. Material: CS		

*Capacity depends on material and construction of equipment.

Category	Item	Unit	Price	Quantity	Total
Food	Meat	kg	10.00	10	100.00
	Vegetables	kg	5.00	20	100.00
Beverages	Soda	l	2.00	50	100.00
	Tea	l	1.00	100	100.00
Household	Soap	kg	10.00	10	100.00
	Shampoo	l	10.00	10	100.00
Personal Care	Deodorant	l	10.00	10	100.00
	Shampoo	l	10.00	10	100.00
Health	Medicine	kg	10.00	10	100.00
	First Aid Kit	l	10.00	10	100.00
Education	Books	kg	10.00	10	100.00
	Stationery	l	10.00	10	100.00
Transportation	Gasoline	l	10.00	10	100.00
	Bus Ticket	l	10.00	10	100.00
Entertainment	Movie	l	10.00	10	100.00
	Video	l	10.00	10	100.00
Miscellaneous	Tools	kg	10.00	10	100.00
	Hardware	l	10.00	10	100.00

[illegible]

Village Hall



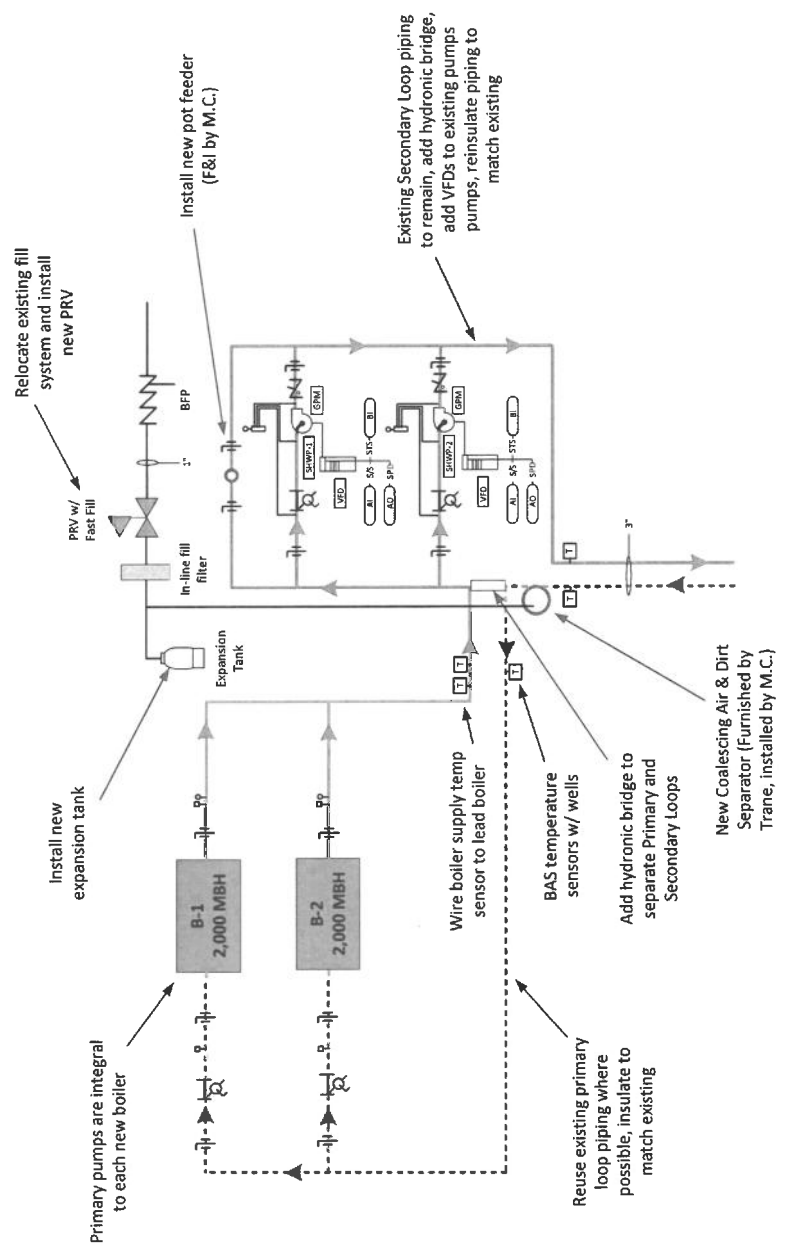
BOILER DETAIL
(RIELLO AR 1000, 1500, 2000)

[illegible]

EQUIPMENT

M-3

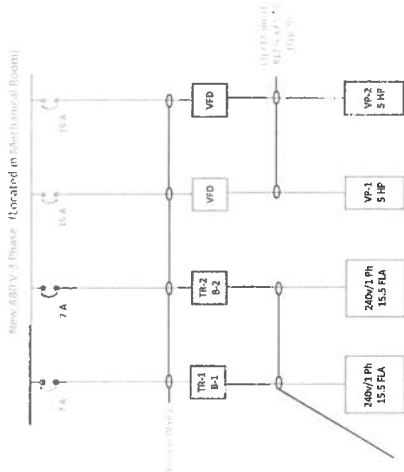
Rev	Date	Description
1	11-27-11	Rev Change



Symbol	Description
	Boiler
	Expansion Tank
	Pressure Reducing Valve
	Fast Fill
	In-line Filter
	Boiler Feed Pump
	Variable Frequency Drive
	Pump
	Valve
	Sensor
	Well
	Hydronic Bridge
	Air & Dirt Separator
	Insulation
	Plug

Single Line Electrical Diagram

WIRE COLOR KEY
GREEN = NEW WORK
BLACK = EXISTING

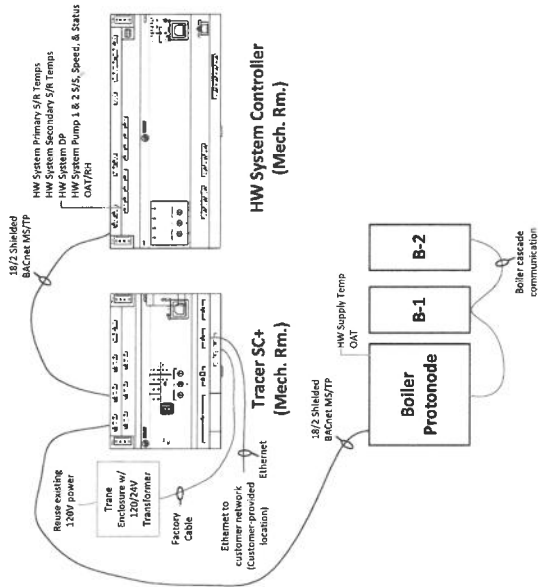


Installation

Electrical Notes:

- Electrical to install new VFDs for VP-1 & 2
- Electrical to provide new transformers for boilers from 460/3 ph down to 240V/1 ph for a 20 amp circuit
- Electrical to provide all required BAS Wiring

Building Automation System



BAS Controls submittal to be provided separately from Trane Controls Engineering

14700 Ravinia Ave.
Orland Park, IL 60462

Village Hall

TRANE
TRANE TECHNOLOGIES
Trane.com/Chicago
7100 South Halsted Street
Wilmette, IL 60091
P. 800-734-3300
F. 847-354-1900

THIS DRAWING IS THE PROPERTY OF TRANE. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TRANE.

No.	Date	Description
1	12/1/14	480V Change

SINGLE LINE & BAS

E-1

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

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

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

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

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

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

2) **STATUS OF OWNERSHIP**

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

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

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

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

The Proposer shall:

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

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

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

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

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

7) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

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

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

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

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

8) **TAX COMPLIANT:** Yes ☒ No ☐

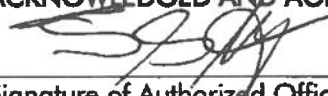
Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the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

AUTHORIZATION & SIGNATURE:

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

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

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

TRAVIS STRUTZENBERGER

Name of Authorized Officer

AREA CONTRACTING MANAGER

Title

12-23-24

Date



ORLAND PARK

INSURANCE REQUIREMENTS

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

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

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

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

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

ACCEPTED & AGREED THIS 6 DAY OF FEB, 2025



Signature

TRAVIS STRUTZENBERG

Printed Name & Title

AREA CONTRACTING
MANAGER

Authorized to execute agreements for:

TRANE US INC

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2025

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

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

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Michaela Grasshoff, ARM PHONE (A/C, No, Ext): 212-345-2794 E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com FAX (A/C, No):
INSURED Trane U.S. Inc. dba Trane 7100 South Madison Street Willowbrook, IL 60527 United States	INSURER(S) AFFORDING COVERAGE COMPANY A: ACE Property and Casualty Insurance Co COMPANY B: Old Republic Insurance Company COMPANY C: Travelers Property Casualty Co of Amer COMPANY D: Travelers Indemnity Co of America
	NAIC # 20699 24147 25674 25666

COVERAGES **CERTIFICATE NUMBER:** 763240 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ TIME ELEMENT POLLUTION LIABILITY ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		MWZY 317456-24	4/17/2024	4/17/2025	EACH OCCURRENCE \$10,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$10,000,000.00 GENERAL AGGREGATE \$10,000,000.00 PRODUCTS - COMP/OP AGG \$10,000,000.00 policy aggregate \$20,000,000.00
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ PHYSICAL DAMAGE/SELF INS.		MWTB 317455-24 APD - Self Insured	4/17/2024	4/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		XEU G27968740 009	4/17/2024	4/17/2025	EACH OCCURRENCE \$5,000,000.00 AGGREGATE \$5,000,000.00 \$
C D C	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		UB-8M35413A-24-51-K (All states) UB-9L048059-24-51-D (MN) UB-8M370386-24-51-R (Retro) TWXJ-UB-7434L45A-24 (OH)	4/17/2024 4/17/2024 4/17/2024 4/17/2024	4/17/2025 4/17/2025 4/17/2025 4/17/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER

Village of Orland Park
14700 S Ravinia Ave
Orland Park, IL 60462
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Marsh USA, Inc.
BY: Michaela Grasshoff, ARM

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

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

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

This insurance is Primary & Non-Contributory over any existing insurance where required by written contract.

Per project/Per Location applies to GL.

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

Job Description: OPPY 7664013 / Orland Park VH Ph1 Boiler Replacement

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

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

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

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

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

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

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

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

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

PCA 001 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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

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



Contractual Risk Transfer Evaluation Summary

Date 2/7/25

Vendor/Contractor Name: Trane

Contract/Project Name/ #: Village Hall HVAC Improvements Project

Contract Type: ☒ Contractor ☐ Prof. Svcs ☐ Goods Only ☐ MSA

MSA Title _____

Type of Work: HVAC Improvement

Contract/Project Summary: **OPHFC HVAC Improvement Project**

Policy Expiration Date: 4/17/25

Required Coverages/Limits – Per Contract:**Compliant:**

General Liability:	\$1 million	\$2 million General Agg.	Other: \$10m/\$20m	☒ Yes	☐ No	☐ NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$5M/\$5M	☒ Yes	☐ No	☐ NA
Auto Liability:	\$1 million	Any Auto/Owned	Other: \$10M/\$10M	☒ Yes	☐ No	☐ NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other: \$3m/EL	☒ Yes	☐ No	☐ NA
Prof. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Env. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Exc./Umb. Prof.				☐ Yes	☐ No	☒ NA
Excess/Umb GL				☐ Yes	☐ No	☒ NA
Cyber Liability:	\$500,000	\$1 million	Other:	☐ Yes	☐ No	☒ NA
Builders Risk:	Completed Project Value		Other:	☐ Yes	☐ No	☒ NA
Other:			Other:	☐ Yes	☐ No	☐ NA

Required Endorsements:

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

Additional Coverages/Revisions Approved:

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

Per Village Contract.

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐

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

Department Public Works

Date 12/2/2024

Division (if applicable) NRF

Description of Good/Service Village Hall HVAC Improvement Project – Phase 1

Manufacturer or Supplier Trane

Dollar Amount \$419,875.00

Co-op Purchasing Contract # Omnia #3341

Have Adequate Funds Been Budgeted For This Purchase? Yes ☒

No ☐

Account number(s) 3008010-570100

Option 1 - Sole Source Justification

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

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

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

Price Reasonableness

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

☐ Relevant documentation attached

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

Option 2 - Joint or Cooperative Purchasing

Purchase through Cooperative Purchasing (attach contract documentation)

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

Requested By:

Staff Contact
Mike Mazza

Signature

Mike Mazza

Date

12/2/2024

Department Head
Joel Van Essen

Joel W. Van Essen

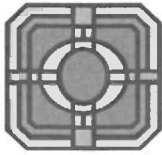
12/2/2024

Did legal review Terms & Conditions from vendor, if applicable?

☐ Yes ☒ No ☐ N/A

Have you received a CRT summary from the Risk Manager?

☐ Yes ☒ No ☐ N/A



VILLAGE OF ORLAND PARK

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

Master

File Number: 2024-0855

File ID: 2024-0855	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 11/11/2024
Agenda Entry: Village Hall HVAC Improvement Project - Phase 1 - Final Approval Trane Turnkey- VH Boiler		Final Action: 12/02/2024

Title: Village Hall HVAC Improvement Project - Phase 1 - Final Approval

Notes:

Sponsors:

Res/Ord Date:

Attachments: Board Report 2024-0331, Proposal - Trane VH,
Sample 3rd Party Review Letter

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	11/11/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/02/2024	APPROVED				Pass

Text of Legislative File 2024-0855

..Title

Village Hall HVAC Improvement Project - Phase 1 - Final Approval

History

On May 6, 2024, the Village Board of Trustees approved a Letter of Commitment (LOC) with Trane, Inc. (Trane) for the Village Hall HVAC Improvement Project - Phase 1. 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 \$440,000.00 for the execution of those plans. Phase 1 of this project includes the replacement of the two (2) existing boilers at Village Hall, while Phase 2 will focus on the replacement of Roof Top Units (RTUs) and other HVAC improvements. Pricing for this project is in accordance with OMNIA Cooperative Contract #3341.

The Public Works Department subsequently worked with engineers from Trane to refine the scope of work, optimize the project budget and finalize project design plans. The project scope of work, a summary of which is attached, includes the replacement of the two (2) existing boilers with high efficiency condensing boilers and associated mechanical equipment. The existing boilers, which are original to the building and provide the main source of heat for Village Hall, are beyond their American Society of Heating and Air-Conditioning Engineers (ASHRAE) serviceable life expectancy. Ongoing use of the boilers will result in further decreased efficiency and reliability, and increased repair costs.

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

Upon completion of the project plans, which are attached for reference, the final proposal price submitted by Trane, Inc. was \$419,875.00, or \$20,125.00 less than the original cost estimate. The cost reduction is a result of project efficiencies identified by Public Works Staff and a competitive internal bidding process by Trane. As previously mentioned, proposal pricing is based on OMNIA Cooperative Contract #3341. It should be noted that the Village may request a third-party review of the proposal to ensure the Trane proposal is in accordance with OMNIA Cooperative Contract. A sample third party review of a previous Trane project proposal is attached for reference.

Permission to proceed with the final Village Hall HVAC Improvement Project - Phase 1 plans requires approval by the Village Board of Trustees. As such, approval of the proposal submitted by Trane, Inc. dated June 4, 2024, for Village Hall HVAC Improvement Project - Phase 1 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 a thorough site visit inspection.

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

Financial Impact

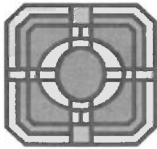
Funds from capital account 3008010-570100 in the amount of \$440,000.00 are available for this project. The actual project cost will be \$419,875.00.

Recommended Action/Motion

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative OMNIA Cooperative Contract #3341 and authorize the approval and execution of a vendor contract with Trane, Inc. for the Village Hall HVAC Improvement Project - Phase 1, based on Trane's proposal dated June 4, 2024, for a total not-to-exceed contract price of \$419,875.00;

AND

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



VILLAGE OF ORLAND PARK

Meeting Minutes

Board of Trustees

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

Village President Keith Pekau

Village Clerk Brian L. Gaspardo

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

Monday, December 2, 2024

7:00 PM

Village Hall

CALL TO ORDER/ROLL CALL

VILLAGE CLERK'S OFFICE

Approval of the November 4, 2024, Regular Meeting Minutes

I move to approve the minutes of the Board of Trustees Meeting of November 4, 2024.

A motion was made by Trustee Nelson Katsenes, seconded by Trustee Kampas, that this matter be APPROVED. The motion carried by the following vote:

Approval of the November 18, 2024, Regular Meeting Minutes

I move to approve the minutes of the Board of Trustees Meeting of November 18, 2024.

A motion was made by Trustee Nelson Katsenes, seconded by Trustee Kampas, that this matter be APPROVED. The motion carried by the following vote:

PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

Community Pride Award - Orland Park Pioneers Junior Varsity Cheer Team

This item was a presentation. NO ACTION was required.

ACCOUNTS PAYABLE

Accounts Payable November 19, 2024, through December 2, 2024 - Approval

I move to approve the Accounts Payable November 19, 2024, through December 2, 2024, in the amount of \$4,708,035.35.

A motion was made by Trustee Healy, seconded by Trustee Riordan, that this matter be APPROVED. The motion carried by the following vote:

CONSENT AGENDA**Passed the Consent Agenda**

A motion was made by Trustee Milani, seconded by Trustee Nelson Katsenes, to PASS THE CONSENT AGENDA, including all the following items marked as having been adopted on the Consent Agenda. The motion carried by the following vote:

Payroll for November 22, 2024 - Approval

I move to approve the Bi-Weekly Payroll for November 22, 2024, in the amount of \$1,530,165.27.

This matter was APPROVED on the Consent Agenda.

OPHFC HVAC Improvement Project - Final Approval

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

AND

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

This matter was APPROVED on the Consent Agenda.

2025 Park Pavilion Purchase

I move to approve the waiver of the competitive bid process in lieu of participation in a joint purchasing cooperative and authorizing the approval and execution of a vendor contract for the purchase and delivery of two (2) ICON park pavilions from Parkreation Inc, of Prospect Heights, IL via Good Buy 24-25 9B000 Addendum # 2 for a total not-to-exceed contract price of \$41,870.00;

AND

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

This matter was APPROVED on the Consent Agenda.

2025 Office and Janitorial Supply Purchases - Suburban Purchasing Cooperative

I move to approve the waiver of the competitive bid process in lieu of participation in a joint purchasing cooperative for the purchase of office supplies and janitorial supplies from Warehouse Direct of Des Plaines, Illinois, through the National Intergovernmental Purchasing Cooperative (National IPA) in an amount not to exceed \$75,000.00 for 2025.

This matter was APPROVED on the Consent Agenda.

Village Hall HVAC Improvement Project - Phase 1 - Final Approval

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative OMNIA Cooperative Contract #3341 and authorize the approval and execution of a vendor contract with Trane, Inc. for the Village Hall HVAC Improvement Project - Phase 1, based on Trane's proposal dated June 4, 2024, for a total not-to-exceed contract price of \$419,875.00;

AND

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

This matter was APPROVED on the Consent Agenda.

Rec Admin HVAC Improvement Project - Final Approval

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative OMNIA Cooperative Contract #3341 and authorize the approval and execution of a vendor contract with Trane, Inc. for the Rec Admin HVAC Improvement Project, based on Trane's proposal dated August 21, 2024, for a total not-to-exceed contract price of \$1,260,765.00;

AND

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

This matter was APPROVED on the Consent Agenda.

AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$6,535,000 GENERAL OBLIGATION BONDS, SERIES 2016, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS, BEING ORDINANCE NO. 5082 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 18th DAY OF APRIL, 2016.

I move to adopt Ordinance 5956, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

This matter was APPROVED on the Consent Agenda.

AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$40,000,000 GENERAL OBLIGATION BONDS, SERIES 2021A, AND \$8,500,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS AND REFUNDING CERTAIN OUTSTANDING OBLIGATIONS OF THE VILLAGE, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS, PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASERS THEREOF, AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH, BEING ORDINANCE NO. 5583 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 18TH DAY OF JANUARY, 2021.

I move to adopt Ordinance 5957, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$40,000,000 GENERAL OBLIGATION BONDS, SERIES 2021A, AND \$8,500,000 TAXABLE GENERAL OBLIGATION

REFUNDING BONDS, SERIES 2021B, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS AND REFUNDING CERTAIN OUTSTANDING OBLIGATIONS OF THE VILLAGE, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS, PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASERS THEREOF, AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH, BEING ORDINANCE NO. 5583 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 18TH DAY OF JANUARY, 2021.

This matter was APPROVED on the Consent Agenda.

AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$6,500,000 GENERAL OBLIGATION REFUNDING BONDS OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF SAID VILLAGE, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE ISSUE OF SAID BONDS AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF, BEING ORDINANCE NO. 5644 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 20TH DAY OF SEPTEMBER, 2021

I move to adopt Ordinance 5958, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$6,500,000 GENERAL OBLIGATION REFUNDING BONDS OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF SAID VILLAGE, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE ISSUE OF SAID BONDS AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF, BEING ORDINANCE NO. 5644 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 20TH DAY OF SEPTEMBER, 2021.

This matter was APPROVED on the Consent Agenda.

AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$22,000,000 GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEREOF, BEING ORDINANCE NO. 5715 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 2nd DAY OF MAY, 2022

I move to adopt Ordinance 5959, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$22,000,000 GENERAL OBLIGATION

BONDS, SERIES 2022A, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEREOF, BEING ORDINANCE NO. 5715 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 2nd DAY OF MAY, 2022.

This matter was APPROVED on the Consent Agenda.

AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$12,100,000 GENERAL OBLIGATION BONDS, SERIES 2023, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEREOF., BEING ORDINANCE NO. 5840 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 16TH DAY OF OCTOBER, 2023

I move to adopt Ordinance 5960, entitled: AN ORDINANCE ABATING TAXES LEVIED FOR THE YEAR 2024 BY AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$12,100,000 GENERAL OBLIGATION BONDS, SERIES 2023, OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEREOF., BEING ORDINANCE NO. 5840 ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS ON THE 16TH DAY OF OCTOBER, 2023.

This matter was APPROVED on the Consent Agenda.

**Building Mechanical System Preventative Maintenance and Repairs -
Contract Extension**

I move to approve and authorize the execution of Change Order #2 and Addendum B to the contract dated July 5, 2022, with Midwest Mechanical Group LLC for Facility Preventative Maintenance and HVAC Equipment Repairs and Maintenance for a change in scope of service locations, the addition of two (2) additional years (2025 - 2026) to the contract and increase the total not to exceed

contract price by \$281,347.20 from \$459,753.54, for a new not-to-exceed contract price of \$741,100.74;

AND

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

This matter was APPROVED on the Consent Agenda.

Custodial Services- Contract Extension

I move to approve and authorize the execution of Change Order #1 and Addendum A to the contract dated January 5, 2022, with Blooming Facility, LLC for Custodial Services for two (2) additional years, 2025 and 2026, and a change in scope of custodial service locations to reduce the total not to exceed contract price by \$523,276.60 from \$2,100,849.77, for a new not-to-exceed contract price of \$1,577,573.17 (\$1,503,951.08 plus \$73,622.09 contingency);

AND

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

This matter was APPROVED on the Consent Agenda.

2024 Winter RIP Tree Maintenance Project

I move to approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Winkler Tree and Lawn Care as the lowest cost qualified responsive proposal for 2024 Winter RIP Tree Maintenance Project for a cost of \$47,875.00 plus a 10% contingency of \$4,787.50 for a total not-to-exceed cost of \$52,662.50;

AND

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

AND

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

This matter was APPROVED on the Consent Agenda.

Public Works Automatic Vehicle Locator System (Samsara)

I move to approve the waiver of the competitive bid process in lieu of participation in a joint purchasing cooperative and authorizing the approval and execution of a contract for a thirty-six (36) month licensing term for automatic vehicle locator hardware and software from Samsara, Inc., via Sourcewell contract #020221-SAM, based on Samsara's quote Q-1463899 dated July 29, 2024, for a not-to-exceed amount of \$88,051.52 for 2025, \$88,004.52 for 2026, and \$88,004.52 for 2027, for a total not-to-exceed contract price of \$264,060.56;

AND

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

This matter was APPROVED on the Consent Agenda.

Axon Body and Fleet Camera, Taser 10 and Axon Investigate - Purchase

I move to approve the purchase of the Axon Body and Fleet Cameras, Taser 10's and Axon Investigate Software in the amount not to exceed \$1,500,000.00;

AND

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

This matter was APPROVED on the Consent Agenda.

PUBLIC HEARINGS

Proposed 2024 Property Tax Levy - Public Hearing

I move to adjourn the public hearing for the 2024 property tax levy.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be ADJOURNED. The motion carried by the following vote:

Proposed Budget for Fiscal Year 2025 - Public Hearing

I move to approve adjourning the Fiscal Year 2025 Budget public hearing.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be ADJOURNED. The motion carried by the following vote:

TECHNOLOGY

Paessler Three-year Network Monitoring Contract

I move to approve the quote for Paessler PRTG network monitoring for a total cost of \$11,905.53;

AND

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

A motion was made by Trustee Milani, seconded by Trustee Riordan, that this matter be APPROVED. The motion carried by the following vote:

DEVELOPMENT SERVICES

Ordinance - Text Amendment - Application Fees and Fees Per Square Foot

I move to adopt Ordinance 5961, entitled: AN ORDINANCE AMENDING TITLE 5 (BUILDING), CHAPTER 2 (BUILDING PERMITS AND FEES), OF THE ORLAND PARK VILLAGE CODE REGARDING APPLICATION AND BUILDING PERMIT FEES FOR THE VILLAGE OF ORLAND PARK.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:

14335 Oak Place - Rivard Residence Lot Consolidation

I move to adopt Ordinance 5962, entitled: ORDINANCE GRANTING VARIANCE (RIVARD LOT CONSOLIDATION - 14335 OAK PLACE);

AND

Approve the Plat of Consolidation prepared by DesignTek Engineering, Inc. dated September 9th, 2024;

AND

Authorize staff to execute and record the plat.

A motion was made by Trustee Riordan, seconded by Trustee Healy, that this matter be APPROVED. The motion carried by the following vote:

FINANCE

An Ordinance Providing For The Levying, Assessment And Collection Of Taxes For The Current Fiscal Year Of The Village Of Orland Park, Cook

And Will Counties, Illinois

I move to adopt an Ordinance entitled: An Ordinance Providing For The Levying, Assessment And Collection Of Taxes For The Current Fiscal Year Of The Village Of Orland Park, Cook And Will Counties, Illinois, which includes a Village Levy in the total amount of \$13,300,000 and a Library Levy in the amount of \$7,082,000, for a total of \$20,382,000.

A motion was made by Trustee Kampas, seconded by Trustee Riordan, that this matter be POSTPONED to the Board of Trustees due back on 12/16/2024. The motion carried by the following vote:

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2025, AND ENDING ON DECEMBER 31, 2025, FOR THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS

I move to adopt an Ordinance entitled: AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2025 AND ENDING ON DECEMBER 31, 2025 FOR THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS.

A motion was made by Trustee Nelson Katsenes, seconded by Trustee Riordan, that this matter be POSTPONED to the Board of Trustees due back on 12/16/2024. The motion carried by the following vote:

AN ORDINANCE ESTABLISHING CERTAIN ANNUAL OR HOURLY PAY RATES AND PAY RANGES AND THE SALARY ADMINISTRATION SCHEDULE FOR THE VILLAGE OF ORLAND PARK NON-REPRESENTED EMPLOYEES FOR FY2025

I move to adopt Ordinance 5963, entitled: AN ORDINANCE ESTABLISHING CERTAIN ANNUAL OR HOURLY PAY RATES AND PAY RANGES AND THE SALARY ADMINISTRATION SCHEDULE FOR THE VILLAGE OF ORLAND PARK NON-REPRESENTED EMPLOYEES FOR FY2025.

A motion was made by Trustee Kampas, seconded by Trustee Riordan, that this matter be APPROVED. The motion carried by the following vote:

VILLAGE MANAGER**CHC Wellbeing - Wellness Screening - Change Order #1 and Addendum A**

I move to approve and authorize the execution of Change Order #1 and Addendum A to the contract dated August 12, 2024, with CHC Wellness Inc., DBA CHC Wellbeing, Inc. an Illinois Corporation, in the amount of \$1,495.00, for a new not to exceed amount of \$34,495.00;

AND

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

A motion was made by Trustee Riordan, seconded by Trustee Healy, that this matter be APPROVED. The motion carried by the following vote:

BOARD COMMENTS

ADJOURNMENT: 7:47 P.M.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:

Audio Recording for December 2, 2024, Board of Trustees Meeting

NO ACTION

/AS

Respectfully Submitted,

Brian L. Gaspardo, Village Clerk

Recording Secretary

MAYOR
Keith Pekau
VILLAGE CLERK
Brian L. Gaspardo

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



TRUSTEES
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski

December 19, 2024

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

NOTICE OF AWARD – Village Hall HVAC Improvement Project – Phase 1

Dear Mr. Reynolds,

This notification is to inform you that on December 2, 2024, the Village of Orland Park Board of Trustees approved awarding Trane the contract in accordance with the proposal you submitted dated June 4, 2024, for Village Hall HVAC Improvement Project – Phase 1 for an amount not to exceed four hundred nineteen thousand eight hundred seventy-five and 00/100 (\$419,755.00) Dollars.

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

- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or lfcrs2019@gmail.com.
- Original Performance and Payment Bonds dated December 2, 2024, are to be submitted to Samantha Cooper, Executive Assistant, at 15655 S. Ravinia Ave, Orland Park, IL 60462.

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

Sincerely,



Mike Mazza
Operations Manager – Natural Resources and Facilities

MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

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



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

February 24, 2025

Timothy Reynolds

Trane

7100 S. Madison St

Willowbrook, IL 60527

NOTICE TO PROCEED – Village Hall HVAC Improvement Project – Phase 1

Dear Mr. Reynolds,

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, insurance documents, and bonds in order for work to commence on the above stated project as of February 21, 2025.

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

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

Sincerely,

Mike Mazza

Operations Manager – Natural Resources and Facilities

