
THE VILLAGE OF TINLEY PARK

**Cook County, Illinois
Will County, Illinois**

**RESOLUTION
NO. 2019-R-073**

**A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE COUNCIL
CHAMBERS CONDENSING UNIT AND AIR HANDLER**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

RESOLUTION NO. 2019-R-073

A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE COUNCIL CHAMBERS CONDENSING UNIT AND AIR HANDLER

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Job Order Contract with F.H. PASCHEN, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

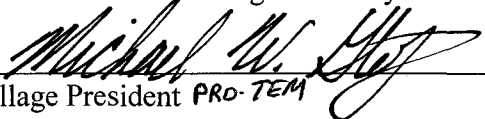
ADOPTED this 16TH day of July, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: Vandenberg

APPROVED this 16th day of July, 2019, by the President of the Village of Tinley Park.


Village President *PRO-TEM*

ATTEST:

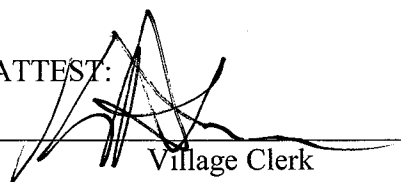

Village Clerk

EXHIBIT 1

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **F.H. Paschen, S.N. Nielsen & Associates LLC** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Hundred Forty Nine Thousand, Eight Hundred Forty Nine and 13/100 Dollars (\$149,849.13)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

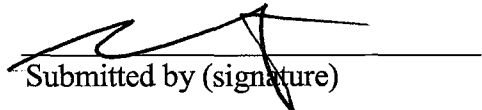
services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that 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) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)


Submitted by (signature)

VP
Title

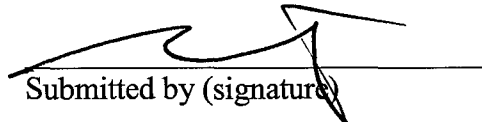
Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. ~~There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.~~
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

F.H. Paschen, S.N. Nielsen & Associates LLC
Name of Contractor (please print)


Submitted by (signature)

VP
Title

F.H. Paschen, S.N. Nielsen & Associates LLC

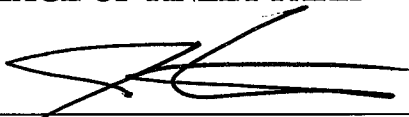
BY: 

8/9/19
Date

Printed Name: Anthony Fucci

Title: Vice President

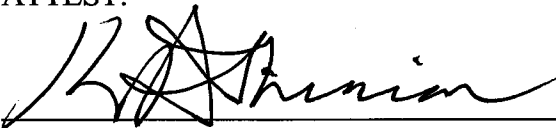
VILLAGE OF TINLEY PARK

BY: 

8-6-2019
Date

Jacob Vandenberg, Mayor
(required if Contract is \$20,000 or more)

ATTEST:



8-6-2019
Date

Village Clerk
(required if Contract is \$20,000 or more)

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

Job Order Number: 068500.00
Job Order Name: Village of Tinley Park - Village Hall Council Chambers HVAC Unit
Contractor Name: F. H. Paschen, S. N. Nielsen & Associates LLC
Location: 590 - 16250 S. Oak Park Ave. Tinley Park, IL 60477
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Date: June 24, 2019

Detailed Scope of Work

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this Detailed Scope of Work:

Brief Scope of Work:

We would like to request pricing to replace the existing condensing unit and air handler (Village Hall Council Chambers) that is original to construction, approximately 30 years old. The blower section needs a new shaft/bearings and multiple failures in the past years have warranted for replacement. We would like for the new unit to be a Carrier/Trane/Or like in kind but overall a more efficient system.

Detailed Scope of Work:

Tinley Park Council Chambers HVAC

- Disconnect and remove existing air handling unit, condensing unit and dispose.
- Furnish and install one (1) Carrier 7.5 Ton R410A condensing unit with hot gas bypass.
- Furnish and install one (1) Carrier 7.5 Ton air handling unit with frequency drive, new hot water coil and DX evaporator coil.
- Furnish and install new hot water circulation pump.
- Furnish and install new thermal expansion valves and solenoid valves.
- Furnish and install all new refrigerant piping from the condensing unit to air handler with insulation.
- Upgrade TAC controls.
- Leak check system and evacuate to industry standards.
- Provide crane.
- Furnish and install all necessary electrical connections.
- Start & check operation.
- Includes a four (4) year manufacturer warranty.
- This proposal excludes permit fees or bonds.
- This proposal excludes any premium time or overtime. Work is assumed to be performed during normal working hours.
- This proposal excludes roofing.
- This proposal excludes any unforeseen conditions.

Detailed Scope of Work - 068500.00

Job Order Contract

Proposal Review Summary - CSI

Date: June 24, 2019
Work Order #: 068500.00
Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit
Contractor: 11-082 - F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$149,849.13
Proposal Name: Village of Tinley Park - Village Hall Council Chambers HVAC Unit Rev 02
Proposal Submitted: 06/24/2019

01 - General Requirements:	\$8,559.30
02 - Site Work:	\$705.57
22 - Plumbing:	\$2,788.78
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$120,385.47
26 - Electrical:	\$12,967.89
33 - Utilities:	\$2,988.23
41 - Material Processing And Handling Equipment:	\$1,453.89
Proposal Total	\$149,849.13

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 14.71%

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
 Work Order #: 068500.00
 Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
22 - Plumbing							
7	22 07 19 00-0018		LF	1-1/2" Diameter Pipe, 1" Thick Fiberglass Insulation	\$2,788.78		
				Quantity	Unit Price	Factor	Total
				Installation	210.00 x 8.59	x 1.2018 =	\$2,167.93
				Demolition	210.00 x 2.46	x 1.2018 =	\$620.85
Contractors Note: Replace piping insulation.							
Subtotal for 22 - Plumbing:					\$2,788.78		
23 - Heating, Ventilating, And Air-Conditioning (HVAC)							
8	23 01 20 00-0099		EA	Shut Down Existing Interior Piping System Note: Includes lock out/tag out and average line tracing. Use when valves are greater than 25' from work.	\$18.10		
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 15.06	x 1.2018 =	\$18.10
Contractors Note: shut down gas piping. Excludes labor.							
9	23 01 60 00-0002		LB	Recovery Of Refrigerant	\$9.31		
				Quantity	Unit Price	Factor	Total
				Installation	155.00 x 0.05	x 1.2018 =	\$9.31
Contractors Note: Recovery of refrigerant prior to demo. Excludes labor.							
10	23 05 93 00-0013		EA	Balancing Variable Volume Air Handling Unit	\$9.77		
				Quantity	Unit Price	Factor	Total
				Installation	1.00 x 8.13	x 1.2018 =	\$9.77
Contractors Note: Balancing of new roof top units. Excludes labor.							
11	23 07 13 00-0008		SF	1-1/2" Type 100 (1.0 LB/CF) FSK Fiber Glass Duct Wrap Insulation	\$4,817.54		
				Quantity	Unit Price	Factor	Total
				Installation	655.00 x 3.35	x 1.2018 =	\$2,637.05
				Demolition	655.00 x 2.77	x 1.2018 =	\$2,180.49
Contractors Note: Replace ductwork insulation							
12	23 07 13 00-0008	0172	SF	For Work In Restricted Working Space, Add	\$724.20		
				Quantity	Unit Price	Factor	Total
				Installation	655.00 x 0.92	x 1.2018 =	\$724.20
Contractors Note:							
13	23 09 23 00-0004		HR	EMCS Engineering Project Management	\$14,574.66		
				Quantity	Unit Price	Factor	Total
				Installation	64.00 x 189.49	x 1.2018 =	\$14,574.66
Contractors Note: Mechanical project management for the duration of the Council Chambers project.							
14	23 09 23 00-0006		HR	EMCS System Software Programming And Graphics Programming	\$29,226.07		
				Quantity	Unit Price	Factor	Total
				Installation	121.00 x 200.98	x 1.2018 =	\$29,226.07
Contractors Note: TAC controls for the council chambers scope of work.							
15	23 09 23 00-0009		HR	EMCS On-Site System Diagnostics Field Technician	\$33,020.72		
				Quantity	Unit Price	Factor	Total
				Installation	145.00 x 189.49	x 1.2018 =	\$33,020.72
Contractors Note: Line item is labor costs per Murphy & Miller's cost breakdown for all mechanical work required for the Council Chambers. Line item labor does not include demolition, insulator, electrical or crane labor hours.							
16	23 23 13 00-0016		EA	1 3/8" Refrigeration Valve, Packed	\$927.67		
				Quantity	Unit Price	Factor	Total
				Installation	5.00 x 133.31	x 1.2018 =	\$801.06
				Demolition	5.00 x 21.07	x 1.2018 =	\$126.61
Contractors Note: Refrigerant piping valves. Excludes labor.							

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
 Work Order #: 068500.00
 Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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23 - Heating, Ventilating, And Air-Conditioning (HVAC)

26	23 31 13 13-0004	0410	LB	For Work In Restricted Working Space, Add	\$1,400.10
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	Quantity	Unit Price	Factor	Total
Installation	500.00 x	2.33 x	1.2018 =	\$1,400.10

Contractors Note:

27	23 63 13 00-0003		EA	7.5 Ton Air Cooled Condensing Unit With Compressor, Condenser, Fan And Motor	\$701.11
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Excludes Labor	Excludes Material	Quantity	Unit Price	Factor	Total
		Installation	1.00 x	7.26 x	1.2018 = \$8.73
		Demolition	1.00 x	576.12 x	1.2018 = \$692.38

Contractors Note: Install one (1) 7.5 ton condensing unit. Excludes labor.

28	23 74 00 00-0002		LS	Carrier 7.5 Ton Air Handler DX Coil HW Coil	\$22,050.00
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NPP Task	Quantity	Unit Price	Factor	Total
Installation	1.00 x	21,000.00 x	1.0500 =	\$22,050.00

Contractors Note: Material only to furnish 7.5 ton air handler condenser DX coil HW coil. Excludes labor.

29	23 74 13 00-0024		EA	7.5 Ton Cooling, 150 MBH Gas Heating Self Contained Package Rooftop Unit	\$387.40
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Excludes Labor	Excludes Material	Quantity	Unit Price	Factor	Total
		Installation	1.00 x	36.19 x	1.2018 = \$43.49
		Demolition	1.00 x	286.16 x	1.2018 = \$343.91

Contractors Note: Install one (1) 7.5 ton air handling unit. Excludes labor.

30	23 81 26 00-0064		LF	3/4" ID Condensate Drain Line	\$113.57
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Excludes Labor	Quantity	Unit Price	Factor	Total
	Installation	75.00 x	1.16 x	1.2018 = \$104.56
	Demolition	75.00 x	0.10 x	1.2018 = \$9.01

Contractors Note: Remove and replace condensate drain lines. Excludes labor.

Subtotal for 23 - Heating, Ventilating, And Air-Conditionir \$120,385.47

26 - Electrical

31	26 01 20 00-0003		EA	Lock Out/Tag Out Breaker Or Motor Starter	\$171.92
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	Quantity	Unit Price	Factor	Total
Installation	5.00 x	28.61 x	1.2018 =	\$171.92

Contractors Note: Log out tag out circuits

Category1: Electrical

32	26 01 20 00-0005		EA	Existing Circuit Tracing Per Device	\$95.66
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	Quantity	Unit Price	Factor	Total
Installation	5.00 x	15.92 x	1.2018 =	\$95.66

Contractors Note: Trace circuits for lock out tag out

Category1: Electrical

33	26 05 13 00-0185		EA	250 To 500 MCM Cable Termination Without Stress Cone, Medium Voltage To 5 KV	\$3,116.80
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	Quantity	Unit Price	Factor	Total
Installation	8.00 x	217.18 x	1.2018 =	\$2,088.06
Demolition	8.00 x	107.00 x	1.2018 =	\$1,028.74

Contractors Note: Terminate existing power cables and termination of power cables within unit.

Category1: Electrical

Proposal Review Detail - CSI Continued..

Date: June 24, 2019
 Work Order #: 068500.00
 Title: Village of Tinley Park - Village Hall Council Chambers HVAC Unit

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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26 - Electrical

42	26 05 33 00-0778		EA	3/4" EMT Box Connector, Compression	\$58.36
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	Quantity		Unit Price		Factor	Total
Installation	8.00	x	6.07	x	1.2018 =	\$58.36

Contractors Note: Conduit fittings

Category1: Electrical

43	26 05 33 00-2018		LF	3/4" Liquid Tight Flex Conduit	\$1,045.21
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	Quantity		Unit Price		Factor	Total
Installation	195.00	x	3.35	x	1.2018 =	\$785.08
Demolition	195.00	x	1.11	x	1.2018 =	\$260.13

Contractors Note: Remove and replace flex conduit

Category1: Electrical

44	26 05 33 00-2018	0058	LF	For Work In Restricted Working Space, Add	\$196.85
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	Quantity		Unit Price		Factor	Total
Installation	195.00	x	0.84	x	1.2018 =	\$196.85

Contractors Note:

Category1: Electrical

45	26 27 26 00-0020		EA	20 A, Duplex Receptacle, 120/277 V	\$140.03
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	Quantity		Unit Price		Factor	Total
Installation	4.00	x	21.49	x	1.2018 =	\$103.31
Demolition	4.00	x	7.64	x	1.2018 =	\$36.73

Contractors Note: Duplex receptacles

Category1: Electrical

46	26 28 16 00-0229		EA	200 A Non-Fused, NEMA 3R, Heavy Duty Disconnect Switch, 240 V, 3 Phase	\$1,758.56
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	Quantity		Unit Price		Factor	Total
Installation	1.00	x	1,159.93	x	1.2018 =	\$1,394.00
Demolition	1.00	x	303.34	x	1.2018 =	\$364.55

Contractors Note: Disconnect switch for units

Category1: Electrical

Subtotal for 26 - Electrical: \$12,967.89

33 - Utilities

47	33 12 16 00-0008		EA	1-1/2" Angle Valve, Threaded	\$738.46
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Excludes Labor	Quantity		Unit Price		Factor	Total
Installation	6.00	x	73.11	x	1.2018 =	\$527.18
Demolition	6.00	x	29.30	x	1.2018 =	\$211.28

Contractors Note: Replace gas line valves. Excludes labor.

48	33 51 13 13-0054		LF	1-1/2" (3.6 cm) Diameter Schedule 40 Steel Gas Distribution Line, Plain End, Coal Tar Enamel	\$2,249.77
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Excludes Labor	Quantity		Unit Price		Factor	Total
Installation	260.00	x	5.08	x	1.2018 =	\$1,587.34
Demolition	260.00	x	2.12	x	1.2018 =	\$662.43

Contractors Note: Replace gas piping as required. Excludes labor.

Subtotal for 33 - Utilities: \$2,988.23

41 - Material Processing And Handling Equipment

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen, S.N. Nielsen & Associates LLC 5515 N. East River Road Chicago, IL 60656	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella Liability
 Insurer: XL Specialty Insurance Company
 Policy Number: US00076565L18A
 Policy Period: 10/01/2018 - 10/01/2019
 Each Occurrence: \$25,000,000
 Aggregate: \$25,000,000
 SIR: \$10,000

First Layer Excess Liability
 Insurer: Endurance American Insurance Company
 Policy Number: EXC10004227005
 Policy Period: 10/01/2018 - 10/01/2019
 Each Occurrence: \$25,000,000
 Aggregate: \$25,000,000

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-073, “**A RESOLUTION APPROVING A CONTRACT FOR THE REPLACEMENT OF THE COUNCIL CHAMBERS CONDENSING UNIT AND AIR HANDLER.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 16, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of July, 2019.



KRISTIN A. THIRION, VILLAGE CLERK