MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, August 15, 2023, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:30 PM	CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL
	ROLL CALL
ITEM #1 SUBJECT:	CONSIDER APPROVAL OF AGENDA
ACTION:	Discussion - Consider approval of agenda as written or amended.
COMMENTS:	
ITEM #2	
SUBJECT:	CONSIDER APPROVAL OF MINUTES OF THE SPECIAL VILLAGE BOARD MEETING HELD ON AUGUST 2, 2023.
ACTION:	Discussion: Consider approval of minutes as written or amended.
COMMENTS:	
-	
ITEM #3	
SUBJECT:	RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS SPOTLIGHT - PARK LAWN AND VINNY'S CLAM BAR - President Glotz and Clerk O'Connor
ACTION:	Discussion:
	1.) Park Lawn encourages people with disabilities to discover their passion, take pride in their accomplishments, live more independently, and thrive. The Tinley Park location opened recently at 17007 Oak Park Avenue. Please join us in welcoming Matt Polson, Director of Community Day Services at Park Lawn.
	 Vinny's Clam Bar will be opening soon at 18202 South Harlem Avenue. We're pleased to welcome Jeffrey Polak, General Manager of Vinny's Clam Bar.
COMMENTS:	

ITEM #4

SUBJECT: CONSIDER APPOINTING STEVE NEMECEK TO THE POSITION OF

FOREMAN-STREETS DIVISION - President Glotz

ACTION: Discussion: Steve joined the Village's Public Works Department seven (7) years

ago. He has gained valuable operational experience and shown leadership in all his duties in the Street Division. Steve has made significate contributions to maintaining the sign department, takes great pride in in all his work, takes initiative with a positive attitude, and is willing to step outside of his comfort zone to take on challenges that will better himself, his co-workers, and the department. His professional demeanor, his public relations communication skills, and ability to make educated decisions all make him a great candidate for this promotional opportunity. Consider a appointing Steve Nemecek to the

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COMMENTS:	

ITEM #5

SUBJECT:

CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-088 APPROVING A PURCHASE OF TASERS FROM AXON ENTERPRISE, INC. IN THE AMOUNT OF \$34,754.20.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-092 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND METRO POWER FOR THE EMERGENCY BACK-UP GENERATORS ANNUAL MAINTENANCE IN THE AMOUNT OF \$24,050.
- C. CONSIDER ADOPTING RESOLUTION 2023-R-093 APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBE CONSTRUCTION INC. FOR THE VILLAGE HALL BUILDING DEPARTMENT CONDENSING UNIT REPLACEMENT IN THE AMOUNT OF \$58,949.39.
- D. CONSIDER ADOPTING RESOLUTION 2023-R-094 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION, INC. FOR THE POST 2 CHECK METER REPLACEMENT IN THE AMOUNT OF \$79,036.10.
- E. CONSIDER A REQUEST FROM THE ILLINOIS ARBORIST ASSOCIATION TO CONDUCT A RAFFLE ON TUESDAY, NOVEMBER 7, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$2,500. WINNERS WILL BE DRAWN AT THE TINLEY PARK CONVENTION CENTER, 18451 CONVENTION CENTER DRIVE.

- F. CONSIDER A REQUEST FROM INGALLS DEVELOPMENT FOUNDATION, ONE INGALLS DRIVE, HARVEY, ILLINOIS TO CONDUCT A RAFFLE SATURDAY, SEPTEMBER 9, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$1,500. WINNERS WILL BE DRAWN AT THE TINLEY PARK CONVENTION CENTER, 18451 CONVENTION CENTER DRIVE ON **SEPTEMBER 9, 2023.**
- CONSIDER A REQUEST FROM PEOPLES ANIMAL WELFARE SOCIETY (P.A.W.S.), TO CONDUCT A RAFFLE THROUGH SUNDAY, DECEMBER 3, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$1,850. WINNERS WILL BE DRAWN AT P.A.W.S. 8301 191ST STREET.
- H. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,725,831.75 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED AUGUST 4 AND 11, 2023.

ACTION:	Discussion: Consider approval of consent agenda items.
COMMENTS:	

ITEM #6

SUBJECT:

CONSIDER ADOPTING ORDINANCE 2023-O-043 APPROVING AN ASSET PURCHASE AND RELOCATION AGREEMENT FOR TEEHAN'S IRISH BAR - Trustee Mahoney

ACTION:

Discussion: As part of the Harmony Square development project, the Village wishes to preserve the historic nature of Teehan's Irish Bar (17329) given its significance to the community. This Agreement grants the Village naming rights to Teehan's Irish Bar following its closure and re-development. This item was discussed at the Committee of the Whole held prior to this meeting. This Ordinance is eligible for adoption.

COMMENTS:

ITEM #7

SUBJECT:

CONSIDER ADOPTING RESOLUTION 2023-R-095 APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO HAWAII FLUID ART FOR THE PROPERTY LOCATED AT 17200 OAK PARK AVENUE -Trustee Mahoney

ACTION:

Discussion: Hawaii Fluid Art is a new painting studio located in Downtown Tinley Park. David King and Patrice O'Toole will be installing new exterior wall signage that includes an aluminum wall sign and a projecting sign. The Sign Grant shall be in an amount not to exceed \$3797.50 This item was discussed at the Committee of the Whole held prior to this meeting. This

Resolution is eligible for adoption.

COMMENTS:

ITEM #11

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-091 APPROVING AND

> ACCEPTING THE FINAL PLAT OF VACATION OF RIGHT OF WAY FOR THE OAK PARK TOWNES DEVELOPMENT AT 17822-17828 OAK PARK

AVENUE - Trustee Mahoney

Discussion: The requested Final Plat of Vacation was reviewed by the Plan ACTION:

> Commission on August 3, 2023, and voted 6-0 to recommend approval of the Final Plat with a recommended condition. This Resolution is eligible for

adoption.

COMMENTS:

ITEM #12

SUBJECT: CONSIDER APPROVING THE REJECTION OF ALL BIDS FOR THE

179TH STREET WATERMAIN REPLACEMENT - Trustee Mueller

Discussion: Public Works is requesting to reject all bids received for the 179th ACTION:

Street Watermain Replacement. Bids for the watermain on 179th Street from Oak Park Avenue to 66th Court were opened publicly on August 1, 2023. The two bids received were well above the budgeted amount for the project by approximately \$350,000. FY2024 funding carryover, plus additional funding to cover the cost of the project, will be requested for the FY2025 capital budget.

Consider rejecting all bids for the 179th Street Watermain Replacement.

COMMENTS:

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-096 APPROVING AN

AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E.

SIMPSON CO., INC. FOR THE WATER SYSTEM ASSESSMENT

PROGRAM - Trustee Mueller

Discussion: Consider approving this agreement with M.E. Simpson Co., Inc. in ACTION:

> the amount of \$226,557 for the Water Assessment Program. This item was discussed at the Committee of the Whole meeting held prior to this meeting.

This Resolution is eligible for adoption.

COMMENTS:

ITEM #14	
SUBJECT:	CONSIDER ADOPTING RESOLUTION 2023-R-089 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS - PROFESSIONAL ENGINEERING SERVICES - Trustee Mueller
ACTION:	Discussion: Consider awarding a contract to Primera Engineers, Inc. in the amount of \$151,375.56. This item was discussed at the Committee of the Whole meeting held prior to this meeting. This Resolution is eligible for adoption.
COMMENTS:	
ITEM #15 SUBJECT:	CONSIDER ADOPTING RESOLUTION 2023-R-097 APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBE CONSTRUCTION INC. FOR THE PUBLIC SAFETY BUILDING BOILER REPLACEMENTS - Trustee Mueller
ACTION:	Discussion: Consider approving the JOC with Robe Construction Inc. in the amount of \$128,552.06. This item was discussed at the Committee of the Whole meeting held prior to this meeting. This Resolution is eligible for adoption.
COMMENTS:	
ITEM #16 SUBJECT: COMMENTS:	RECEIVE COMMENTS FROM STAFF -
ITEM #17 SUBJECT: COMMENTS:	RECEIVE COMMENTS FROM THE BOARD -
ITEM #18 SUBJECT:	RECEIVE COMMENTS FROM THE PUBLIC -
COMMENTS:	

<u>ITEM #19</u>

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.
- B. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.
- C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- D. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

ADJOURNMENT

MINUTES OF THE BOARD MEETING OF THE TRUSTEES, VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, HELD AUGUST 2, 2023

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on Wednesday, August 2, 2023. President Glotz called this meeting to order at 5:00 p.m.

At this time President Glotz led the Board and audience in the Pledge of Allegiance.

Clerk O'Connor called the roll. Present and responding to roll call were the following:

Village President: Michael W. Glotz Village Clerk: Nancy M. O'Connor

Trustees: William P. Brady

William A. Brennan Dennis P. Mahoney Kenneth E. Shaw Colleen M. Sullivan

Absent: Michael G. Mueller

Also Present:

Village Manager: Patrick Carr
Asst. Village Manager: Hannah Lipman
Village Attorney: Paul O'Grady

Motion was made by Trustee Shaw, seconded by Trustee Mahoney to approve the agenda as written or amended for this meeting. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to approve and place on file the minutes of the regular Village Board Meeting held on July 18, 2023. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Shaw to consider approving the following Consent Agenda items:

A. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,534,257.09 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JULY 21, AND 28, 2023.

President Glotz asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. President Glotz asked if there were any comments from members of the public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Brady to adopt and place on file **ORDINANCE 2023-O-042 APPROVING A FIRST AMENDMENT TO THE HARMONY SQUARE DEVELOPMENT AGREEMENT (NORTH STREET AT OAK PARK AVENUE).** As the Harmony

Square project continues to move forward, there have been a few requested changes to the Development Agreement. This amendment reduces the overall Tax Increment Financing (TIF) incentive amount due to an overall reduction in total project costs. This Ordinance was discussed at the Committee of the Whole held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file RESOLUTION 2023-R-086 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND THE LAKOTA GROUP FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE. This agreement includes the scope of services that consists of Design Development and Construction Documents for the landscape architecture, and of Harmony Square and the surrounding streetscapes, as well as other downtown related design elements, such as pedestrian walkway connections. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Shaw, seconded by Trustee Mahoney to adopt and place on file RESOLUTION 2023-R-087 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND R. C. WEGMAN / CULLEN CONSTRUCTION MANAGEMENT FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE. This agreement with R.C. Wegman and sub-consultant Cullen Construction Management to provide Owners Representation Consulting Services during the preconstruction phase – Design Development and Construction Documents of the Harmony Square project and act as an extension of Tinley Park. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to adopt and place on file **RESOLUTION 2023-R-084 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRIA ARCHITECTURE, INC. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE.** This agreement includes the scope of services consisting of design of all building structures of Harmony Square, including the hospitality building located at the corner of Oak Park Avenue and North Street, the Harmony Square support and stage building located at the corner of Oak Park Avenue and 173rd Street, and the VIP building for concert viewing. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file RESOLUTION 2023-R-083 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS - DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASE.

This agreement includes the scope of services that consists of Professional Engineering and Surveying Services for Harmony Square and surrounding area of public infrastructure improvements – roadway, water main, and manhole rehabilitation, as dated in the June 15, 2023, Professional Services Agreement. This item

August 2, 2023

was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Brady to adopt and place on file RESOLUTION 2023-R-085 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR HARMONY SQUARE INFRASTRUCTURE IMPROVEMENTS – DESIGN DEVELOPMENT & CONSTRUCTION **DOCUMENTS PHASE.** This agreement includes the scope of services that consists of site utilities and civil work for the Harmony Square Plaza and surrounding areas, dry utility relocation from overhead to underground, electrical and street lighting design within the project limits, and all required coordination as further described in the proposal dated July 26, 2023. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file ORDINANCE 2023-O-041 AMENDING TITLE IX, CHAPTER 91, SECTION 08, OF THE TINLEY PARK MUNICIPAL CODE - IMPOUNDMENT AND REDEMPTION FOR STRAY ANIMALS. This Ordinance amends the Village Code to allow all animal shelters in the community to set their own prices for the services they provide to the community. This item was discussed at the Committee of the Whole held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to adopt and place on file RESOLUTION 2023-R-082 AMENDING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE PEOPLE'S ANIMAL WELFARE SOCIETY (P.A.W.S) FOR IMPOUNDMENT POLICIES AND FEES. This amendment to the agreement allows Community Service Officers to deliver stray animals to the P.A.W.S. facility, allow P.A.W.S. to set their own prices for impoundment fees, and allow P.A.W.S. to determine which payment methods they can accept. This item was discussed at the Committee of the Whole held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

President Glotz asked if there were any comments from members of the Staff.

Police Chief Walsh thanked the Village Board and Staff for attending the National Night Out on Tuesday, August 1, 2023.

President Glotz asked if there were any comments from members of the Board.

Trustee Brady presented an overview of National Night Out. He stated that in his research of National Night Out, he discovered that that is a night to honor the Police Department. He noted that the Tinley Park Police Department has won nineteen (19) awards over the years for what has been put together. He mentioned this is a night to honor police agencies and not politics.

Trustee Brady also noted that the Citizens Police Academy will be presenting its 12-week program from January 11 to March 28, 2024. This program is for residents of Tinley Park and is free of charge. Applications will be available beginning Monday, August 7th at the Tinley Park Police Department.

Trustee Sullivan stated that the National Night Out was a great event and thanked everyone involved in planning this event.

Trustee Shaw concurred with Trustees Brady and Sullivan. He also noted that the Village has had many great events this summer and thanked everyone involved in presenting these events. Trustee Shaw also stated his appreciation for the hard work that is being put into making Harmony Square happen.

Trustee Brennan congratulated Police Chief Walsh and his staff for a great event at National Night Out.

President Glotz concurred with the Board and thanked everyone involved in putting National Night Out together. He mentioned this is a night to honor police agencies and not politics.

President Glotz stated the Village lost a great friend this past week. Trustee Shaw announced that former Interim Community Development Director Paula Wallrich passed away. Trustee Shaw commended Paula's great work and stated the Village's respect for Paula.

President Glotz asked if there were any comments from members of the public. There were none.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney, at 5:24 p.m. to adjourn to Executive Session to discuss the following:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- D. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

Motion was made by Trustee Shaw, seconded by Trustee Brady to adjourn the Village Board meeting at 5:46 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Shaw, Sullivan. Nays: None. Absent: Mueller. President Glotz declared the motion carried.

PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no

Meeting of the Board of Trustees – Minutes

August 2, 2023

discussion occurred other than the introduction of the item.

	APPROVED:	
A TITLE OF	Village President	
ATTEST:		
Village Clerk		

SENDA - 8/15/2023, VILLAGE OF TINLEY Page
TINLEY PARK
BUSINESS SPOTLIGHT
President Glotz and
Clerk O'Connor
CICIN O COMIOI

ENDA - 8/15/2023 VILLAGE OF TINLEY Pa	ree 1
CONSIDER THE APPOINTMENT OF:	
CONSIDER THE ALL ORIGINAL OF.	
STEVE NEMECEK	
FOREMAN-STREETS DIVISION	
President Glotz	



Date:

July 21, 2023

To:

Pat Carr, Village Manager

Hannah Lipman, Assistant Village Manager

From:

Darren Persha, Administrative Sergeant

Subject:

Purchase of Tasers – Axon Enterprise

Presented at the Committee of the Whole and Village Board Meeting for consideration and possible action.

Description:

Axon Enterprise is our provider of taser equipment. The Police Department has several tasers that are aging out and are no longer supported by Axon. This purchase would be to rotate out the aging tasers and replace them with new ones.

Staff Direction Request:

- 1. Approve purchase from Axon Enterprise, Inc. not to exceed \$34,754.20.
- 2. Direct Staff as necessary.

Attachment:

1. Quote from Axon Enterprise, Inc.





AXON ENTERPRISE, INC. 17800 N. 85th Street, Scottsdale, AZ 85255

Contact us at ecommerce@axon.com

Quote Expires on: 8/11/2023

Buyer:

Chris Butler Tinley Park Police Dept. - IL cbutler@tinleypark.org

Bill To:

16250 Oak Park Ave Tinley Park IL - 60477-1628 **USA**

Ship To:

7850 183rd St Tinley Park IL - 60477-3681 USA

Quote Items:

PRODUCT	PRICE	QUANTITY	TOTAL
11003 YELLOW X26P CEW, HANDLE	1342.00	21	28182.00
22190 25 FT STANDARD CARTRIDGE, X26/X26P NS	41.65	100	4165.00
11010 XPPM, SPARE CARTRIDGE BATTERY PACK, X26P	96.00	6	576.00
22010 PPM, STANDARD BATTERY PACK, X2/X26P	87.20	21	1831.20

Contract

This quote is valid for 30 days.

Quote Subtotal: USD 34754.20

USD 0.00 Estimated Quote Tax:

Quote Grand Total: USD 34754.20

Tax calculated at checkout. Ground shipping is

no additional cost.

Thank you for being a valued Axon customer. For your convenience, continue checkout with a credit card / PO / invoice on our online store my.axon.com/buy

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THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-088

A RESOLUTION APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK AND AXON ENTERPRISE, INC. FOR TASERS IN THE AMOUNT OF \$34,754.20

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-088

A RESOLUTION APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK AND AXON ENTERPRISE, INC. FOR TASERS IN THE AMOUNT OF \$34,754.20

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 Purchase with Axon Enterprise, Inc., a true and correct copy of such 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 Purchase 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.

<u>Section 2</u>: 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 "Purchase" be entered into and executed by said Village of Tinley Park, with said Purchase Agreement, to be substantially in the form attached hereto and made a part hereof as <u>EXHIBIT 1</u>.

<u>Section 3</u>: 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 Purchase.

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

ADOPTED this 15th day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

on a fon can voic as follows.	
AYES:	
NAYS:	
ABSENT:	
APPROVED this 15 th day of August, 2	2023, by the President of the Village of Tinley Park.
ATTEST:	Village President

EXHIBIT 1

QUOTE AXON ENTERPRISE, INC. FOR TASERS

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-088, "A RESOLUTION APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK AND AXON ENTERPRISE, INC. FOR TASERS IN THE AMOUNT OF \$34,754.20," which was adopted by the President and Board of Trustees of the Village of Tinley Park on , 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August, 2023.

VILLAGE CLERK	



Date: August 3, 2023

To: John Urbanski, Public Works Director

From: Jimmy Quinn, Facilities Superintendent

Subject: Emergency Back-Up Generators Annual Maintenance

Approve Renewal of Contract (Year 2 of 3)

Presented at The Committee of the Whole and Village Board Meeting for consideration and possible action.

Description:

Public Works is requesting the approval of renewing the Service Contract Year 2 (two) of 3 (three) with Metro Power of Mokena, Illinois for the annual maintenance and inspections for 18 (eighteen) Village Emergency Back Up Generators.

Background:

Public Works is tasked with the proper upkeep of all Village Facilities Emergency Back Up Generators to minimize the effects of power loss from Com Ed. Continual routine preventative maintenance assures optimal system working conditions and conserves the life span of these vital Village owned types of equipment.

The Village has contracted with Metro Power the last 12 years and have found them to perform all contracted services satisfactory.

Budget/Finance: Funding is budgeted and available in the approved FY24 Budget, Municipal Buildings Fund.

Budget Available	\$27,600
Contract Amount	\$24,050
Difference – Under Budget	\$ 3.550

Staff Direction Request:

- 1. Approve Service contract renewal with Metro Power of Mokena, Illinois for \$24,050.
- 2. Direct Staff as needed necessary.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-092

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND METRO POWER FOR THE EMERGENCY BACK-UP GENERATORS ANNUAL MAINTENANCE IN THE AMOUNT OF \$24,050

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

AYES:

RESOLUTION NO. 2022-R-092

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND METRO POWER FOR THE EMERGENCY BACK-UP GENERATORS ANNUAL MAINTENANCE IN THE AMOUNT OF \$24,050

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 an agreement with Metro Power a true and correct copy of such Agreement 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 Agreement 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:

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

<u>Section 2</u>: 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 "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as <u>EXHIBIT 1</u>.

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 Agreement.

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

ADOPTED this 15th day of August 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

NAYS:	
ABSENT:	
APPROVED this 15th day of	f August 2023, by the President of the Village of Tinley Park.
	Village President
ATTEST:	
W'11 C1 1	
Village Clerk	

EXHIBIT 1

AGREEMENT WITH METRO POWER EMERGENCY BACK-UP GENERATORS ANNUAL **MAINTENANCE**

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-092, "A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND METRO POWER FOR THE EMERGENCY BACK-UP GENERATORS ANNUAL MAINTENANCE IN THE AMOUNT OF \$24,050," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August 2023.

VILLAGE CLERK	



PLANNED MAINTENANCE AGREEMENT

This planned maintenance agreement is entered into by Metro Power, Inc. and the equipment owner/agent named herein, to perform the services listed below. Metro Power, Inc. will perform periodic inspections on all equipment listed.

Upon acceptance of this agreement, Metro Power, Inc. will render the services listed below on this equipment at the annual rate listed on the attached quote. The equipment will be inspected at agreed intervals during regular business hours (unless otherwise specified) each year this agreement is in effect.

These inspections will include:

Inspect entire equipment for any oil, water and fuel leaks.

Inspect exhaust system, air inlet system, and turbo chargers.

The entire equipment to be lubricated and oil changed if the running time is more than 50 hours, or a minimum of once per year.

Inspect condition and tension of all parts.

Inspect cooling system to include condition of coolant. hoses, radiator and inlet and outlet dampers.

Inspect fuel system to include main tank, day tank and day tank pump, all fuel lines and fittings.

Check and adjust rocker settings annually.

Check condition of batteries and battery charge rate.

Clean and refill air cleaner or change element as required.

Inspect generator control and engine wiring,

Inspect AC wiring at generator and automatic transfer switch(es) using infrared thermal probe.

Inspect remote annunciator.

Check all instruments for proper operation.

Instruct proper personnel, if such personnel are available and present at time of inspection, on operation and upkeep procedures between inspections.

After all of the above, run generator set and conduct testing (under load when practical),

Check automatic transfer switch(es) for proper operation to include logic, time delays & contacts exercise cycle, and switching of power source.

Submit a report of this inspection to the owner, and advise of any further work required.

ADDITIONAL SERVICES AND REPAIR

Any additional repairs, parts or services which are required will be brought to the attention of the customer. Repairs will be made only after proper authorization is given to Metro Power, Inc. Any additional repairs, maintenance or services will be performed at current Metro Powers rates for labor. Parts will be supplied at the manufacturer's suggested list price. Emergency services between regular inspection visits will be provided at Metro Powers current rates for labor.

CONTRACT TERMS AND CONDITIONS

Contract price includes materials, labor, travel time and mileage to perform the services listed above. Contract includes oil, oil filters, fuel filters and coolant filters.

It is understood that this agreement does not include any parts or labor, other than those specifically mentioned above. This agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, altering of equipment, or forces of nature. Metro Power shall not be responsible for failure to render service for causes beyond its control. including strikes and labor disputes.

Either party may cancel contract for any reason at any time with thirty (30) days prior written notice. Metro Power warrants and agrees that all of its personnel performing services pursuant to this contract shall be trained for the services they perform and that all parts and materials installed pursuant hereto shall be new and suitable for the use intended.

ManufacturerModelSerial#Various8 Units

Also includes all related automatic transfer switches

LIMITED WARRANTY POLICY OF METRO POWER, INC.

1. Parts and Materials

Metro Power does not warrant, either expressly or implied, any parts or material. The owner's sole remedy is the warranty of the manufacturer.

2. Service, Repair and Workmanship

Owner understands and agrees that Metro Power is not responsible for special or consequential damages, including loss of time, injury to person or property or any other consequential damage, incidental or economic loss due to unit or equipment failure. Metro Power does agree to correct by repair or replacement any defects of material or workmanship installed under this Inspection Agreement which may develop under normal and proper use within thirty (30) days from installation, provided owner gives Metro Power written or verbal notice within forty eight (48) hours of such defects and inspection by Metro Power substantiates owner's claim. Such correction shall constitute a fulfillment of all obligations to the owner and shall constitute owners sole remedy.

Contract for: Village of Tinley Park Water & Sewer

16250 S Oak Park Avenue Tinley Park, IL 60487

This is a firm quote from Metro Power. Inc. and is guaranteed for the first year the contract is in effect on all equipment listed above.

This quote consists of (2) two visits per year on equipment listed above

Price Per Year for 8 Units @ \$6525.00

2 Hour Loadbank on 7 Units @ \$4250.00

4 Hour Loadbank on 1 Unit @ \$1750.00

December 2023 – Full Service June 2024 – Inspection & Loadbanks

		Metro Power, Inc		
Customer Signature / Date			Date	07/26/2023
Contact Information	PLEASE PF	RINT	Phone – Cell - Fax	

<u>Please sign and return to:</u> Metro Power Inc.

P.O. Box 1033 Mokena, IL 60487 Phone 708-342-1940 metropowerinc@yahoo.com



Date: August 7, 2023

To: John Urbanski, Public Works Director

From: Jimmy Quinn, Facilities Superintendent

Subject: Village Hall Building Department Condensing Unit Replacement

Approve Job Order Contract (JOC) With Robe Construction Inc.

Presented at the Committee of the Whole and Village Board meeting for consideration and possible action.

<u>Description:</u> We are requesting authorization to replace the existing Condensing Unit at the Village Hall Building Department utilizing the Job Order Contracting (JOC) procurement method. Robe Construction Inc. is the awarded general contractor that will perform the work under an existing cooperative contract through the city of Naperville. This contract is for usage by other jurisdictions within Illinois pursuant Procurement #19013.

<u>Background</u>: The existing Condensing Unit is 12 years old and has experienced several failures. This will be replaced with a new overall energy efficient Condensing Unit.

<u>Budget/Finance:</u> Funding was budgeted and approved for \$50,000.00 for FY2024 Capital Projects. Due to pricing changes for materials this project is over the original budgeted amount.

Contractor:LocationProposalRobe Construction Inc.Naperville, IL\$58,949.39

Budget Available \$50,000.00
Contract Amount \$58,949.39
Difference Over Budget \$8,949.39

Using Capital HVAC (30-00-000-75004) to cover balance

Staff Direction Request:

- Approve the JOC with Robe Construction Inc. in the amount of \$58,949.39.
- 2. Direct staff as necessary.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-093

A RESOLUTION APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBE CONSTRUCTION, INC FOR THE VILLAGE HALL BUILDING DEPARTMENT CONDENSING UNIT REPLACEMENT IN THE AMOUNT OF \$58,949.39

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2022-R-093

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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 an Agreement with Robe Construction, Inc. a true and correct copy of such Agreement 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 Agreement 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:

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

<u>Section 2</u>: 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 "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as <u>EXHIBIT 1</u>.

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 Agreement.

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

ADOPTED this 15th day of August 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
APPROVED this 15th day of	August 2023, by the President of the Village of Tinley Park.
	Village President
ATTEST:	
Village Clerk	

EXHIBIT 1

JOB ORDER CONTRACT (JOC) WITH ROBE CONSTRUCTION, INC VILLAGE HALL BUILDING DEPARTMENT **CONDENSING UNIT REPLACEMENT**

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-093, "A RESOLUTION APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBE CONSTRUCTION, INC. FOR THE VILLAGE HALL BUILDING DEPARTMENT CONDENSING UNIT REPLACEMENT IN THE AMOUNT OF \$58,949.39," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August 2023.

VIL	LAGE CLERK	

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 **Robe Construction**, **Inc** (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 Fifty Eight Thousand, Nine Hundred Forty Nine and 39/100 (58,949.39). One Hundred Twenty Eight Thousand, Five Hundred Fifty Two and 06/100 Dollars(128,552.06). 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:
- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.
- 10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
- 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or 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 wavier 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.

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned	, as	and on behalf
The undersigned(Name)	T) (T	Citle)
of <u>Robe Construction</u> , Inc. having	been duly sworn under oath cert	ifies that:
(Contractor)		
1	Business Organization	
· ·	<u>Business Of gamzation</u>	
The form of business organization of	the Contractor is (check one):	
Sole Proprietor or Partnership	LLC	
Corporation	Independent Contract	tor (Individual)
If contractor/subcontractor is a corpo	ration, indicate the state and the	date of incorporation:
Authorized to do business in the State	e of Illinois:	Yes [] No []
Describe supporting documentation a	uttached:	
Federal Employer I.D. #:		
Social Security # (if an individual or	sole proprietor):	

Registered with Illinois	Department of Revenue:			Yes [] No []
Describe supporting doc	rumentation attached (if	"No," explain	n):	
Registered with Illinois	Department of Employn	nent Security:		Yes [] No []
Describe supporting doc	umentation attached (if	"No," explain	n):	
Tax liens or tax delinqu	<u>uencies</u>			
Disclosure of any federa officers of the contractor		-	uencies against	the contractor of any Yes [] No []
"No" means "not ap	oplicable." If "yes,"	describe 1	ien/delinquenci	es and resolution:
EOE Compliance				
Contractor is in compliant States Code and Federal (known as the Equal Op	Executive Order No. 1	1246 as amen	-	
Employee Classificatio	<u>n</u>			
Contractor's employees employee or independe ordinances (Form B).	_	_	state and fede	=
Professional or Trade	<u>Licenses</u>			
Contractor will possess Contract work:	all applicable profession	al and trade	licenses require	d for performing the Yes [] No []
License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):
Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project. NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.
Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.
Form C Additional Information (if required)
Certificate of Good Standing (or other evidence of compliance with laws pre-requisite to doing business in the state)
Illinois Department of Revenue registration
Illinois Department of Employment Security registration
Standards of Apprenticeship/Apprentice Agreements
Substance Abuse Prevention program (or applicable provision from CBA in effect)
Written Safety Policy Statement signed by company representative
OSHA cards evidencing 10-hour or greater safety program completed, if requested
Workers' Compensation Coverage
Professional or Trade Licenses

Eligibility to Contract

The undersigned hereby certifies that the C entering into this contractor as a result of a provisions of Article 33E of the Criminal C	violation of either the bid-rigging or bid-rotating
Robe Construction, Inc.	
Name of Contractor (please print)	Submitted by (signature)
Title	
Certificate of Compliance with Illinois Human	Rights Act
The undersigned hereby certifies that the C 1964 Civil Rights Act as amended and the	Contractor is in compliance with Title 7 of the Illinois Human Rights Act as amended.
Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
Title	
Certificate of Compliance with Illinois Drug-Fr	ee Workplace Act
of the Illinois Drug Free Workplace Act (3) workplace for all employees engaged in the complying with the requirements of the Illi	loyees , does hereby certify pursuant to section 3 0 ILCS 580/3) that it shall provide a drug-free e performance of the work under the contract by nois Drug-Free Workplace Act and, further of this contract by reason of debarment for a ace Act.
_Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
Title	

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.

Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
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)

Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
Title	

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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 Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The

Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's 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.

Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
Title	

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2022-O-032

Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
Title	

[Signature Page to Follow]

Robe Construction, Inc	
BY:	
Printed Name:	Date
Title:	
VILLAGE OF TINLEY PARK	
BY:	
Michael W. Glotz, Village President (required if Contract is \$20,000 or more)	Date
ATTEST:	
Village Clerk	Date
(required if Contract is \$20,000 or more)	Date
VILLAGE OF TINLEY PARK	
BY:	
Village Manager	Date

SCOPE OF SERVICES

Attached Scope of work for the Village Hall Building Department Condensing Unit Replacement:

• Village of Tinley Park – Building Department condensing unit replacement .

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I); Individual's trade classification (indicate apprenticeship status where appropriate); Employee (E) is covered under Contractor's current workers' compensation (WC) policy; Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence
INAMILE	L/I	Trauc	VV C - 1/1N	County of residence

Form C

Additional Information Required
If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/	Original Price/ Final price	
Project Name/Year	Phone #	Final price	Subcontractors
	•	•	

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

VILLAGE OF TINLEY...

ROBEI-2

DATE (MM/DD/YYYY) 08/01/2023

CERTIFICATE OF LIABILITY INSURANCE

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	708-258-5448	CONTACT Bulow Group Certificate Team						
The Bulow Group 18521 Spring Creek Road Unit B		PHONE (A/C, No, Ext):	FAX (A/C, No): 708-37	77-4178				
18521 Spring Creek Road Unit B Tinley Park, IL 60477 Robert Randick		E-MAIL ADDRESS: coi@thebulowgroup.com						
Robert Randick		INSURER(S) AFFORDING COVERAGE		NAIC #				
		INSURER A: Auto- Owners Insurance		18988				
INSURED		INSURER B: Nationwide		23787				
INSURED Robe, Inc. 6150 N. Northwest Hwy		INSURER C: Cincinnati Insurance		10677				
Chicago, IL 60631		INSURER D :						
		INSURER E:						
		INSURER F:						

COVERAGES CERTIFICATE NUMBER: 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		POLICY EFF	POLICY EXP	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD		(MIM/DD/TTTT)	(WIW/DD/TTTT)	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Х		07570696	01/03/2023	01/03/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
							MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO			50570696	01/03/2023	01/03/2024	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
Α	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
	EXCESS LIAB CLAIMS-MADE			5057069602	01/03/2023	01/03/2024	AGGREGATE	\$	10,000,000
	DED X RETENTION \$ 0)						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		07241050	01/03/2023	01/03/2024	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	11,7					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Equipment Floater			07570696		01/03/2024			32,000
В	Builders Risk			CIM13152Z	01/03/2023	01/03/2024	Limit		500,000

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

Re: All Work Performed for the Village of Tinley Park

Additional Insured as respects General Liability as required by written & signed contract:Village of Tinley Park

CERTIFICATE HOLDER		CANCELLATION
	VOTINLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
Village of Tinley Park 16250 Oak Park Ave.		THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Tinley Park, IL 60477		AUTHORIZED REPRESENTATIVE THE THE TOTAL PROPERTY OF THE PROPE
		v v = v · · · · · · · · · · · · · · · ·

Job Order Contract

Price Proposal Summary - CSI

Date: July 15, 2023

Contract Number: 19013

Job Order Number: DPW-2023-005

Job Order Title: Village Hall Condensing Unit Replacement

Contractor: City of Naperville - Robe, Inc.

Proposal Value: \$58,949.39

Proposal Name: Village Hall Condensing Unit Replacement

01 - General Requirements:	\$11,579.96
23 - Heating, Ventilating, And Air-Conditioning (HVAC): 26 - Electrical:	\$47,240.45 \$128.98
Proposal Total	\$58,949.39

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: 0.00%

Price Proposal Summary - CSI Page 1 of 1

Job Order Contract

Price Proposal Detail - CSI

Date: July 15, 2023

Contract Number: 19013

Job Order Number: DPW-2023-005

Job Order Title: Village Hall Condensing Unit Replacement

Contractor: City of Naperville - Robe, Inc.

Proposal Value: \$58,949.39

Proposal Name: Village Hall Condensing Unit Replacement

Adjustment Factor(s) Used: 0.8315-Option 3 - Normal Working Hours, 1.0000-No Adjustment

Rec#	CSI Number	Mod.	UOM	Description					Line Total
01 -	General Requireme	ents							
1	01 22 16 00 0002		EA	costs. Insert the ap Reimbursable Fee. separately and add Fee (e.g. sidewalk of	propriat If there a comm closure,	e quantity to adjust are multiple Reimb ent in the "note" bl road cut, various po	the bas ursable ock to id ermits, e	Fees, list each one lentify the Reimbursable	\$590.00
				Quantity		Unit Price		Factor	Total
			Installation	590.00	X	\$1.00	Х	1.0000 =	\$590.00
		User Note:	P & P Bond	Fee					
2	01 22 20 00 0010		HR	ElectricianFor tasks		uded in the Constru	uction Ta	ask Catalog® and as	\$633.07
				Quantity		Unit Price		Factor	Total
			Installation	8.00	X	\$95.17	х	0.8315 =	\$633.07
		User Note:		power to old unit power to new unit onc	e installe	ed			
3	01 22 20 00 0031		HR	Steam / Pipe Fitterf		not included in the	e Constr	uction Task Catalog® and	\$3,208.92
				Quantity		Unit Price		Factor	Total
			Installation	40.00	Х	\$96.48	x	0.8315 =	\$3,208.92
		User Note:	Reconnect of Disconnect of	gas to old unit gas to new unit once i existing rooftop unit onnect new roof top u					
4	01 22 20 00 0031	Mod	HR	For Foreman, Add					\$32.06
				Quantity		Unit Price		Factor	Total
			Installation	8.00	х	\$4.82	х	0.8315 =	\$32.06
5	01 22 23 00 0683		DAY	90 Ton Lift, Truck M	lounted	Hydraulic Crane W	ith Full-1	Fime Operator	\$2,314.51
				Quantity		Unit Price		Factor	Total
			Installation	1.00	х	\$2,783.53	Х	0.8315 =	\$2,314.51
6	01 22 23 00 1053		DAY	13 CY Rear Dump	Truck W	ith Full-Time Truck	Driver		\$1,440.99
				Quantity		Unit Price		Factor	Total
			Installation	1.00	х	\$1,733.00	Х	0.8315 =	\$1,440.99
		User Note:	Disposal of e	existing unit					

Price Proposal Detail - CSI Page 1 of 3

Price Proposal Detail - CSI Continues..

Job Order Number: DPW-2023-005

Job Order Title: Village Hall Condensing Unit Replacement

			Mod.	UOM	Description					Line Total
01 - C	General Requi	irements								
7	01 71 13 00 0	0003		EA	Trailer With Up To 5 equipment, off loadin transporting away. F excavators, gradalls loaders, tractors, par	3' BedIrng on si for equi , road g vers, ro boom r	ncludes loading, tie- ite, rigging, dismant pment such as bull- praders, loader-back llers, bridge finishe ough terrain constr	-down o tling, loa dozers, khoes, h rs, straiç uction fo	motor scrapers, hydraulic leavy duty construction ght mast construction brklifts, telescoping and	\$1,161.04
					Quantity		Unit Price	, ,	Factor	Total
				Installation	2.00	X	\$698.16	Х	0.8315 =	\$1,161.04
		Use	r Note:	Mobilization						
8	01 71 13 00 0	8000		EA	pickup.	love On	· •	c Crane	Includes delivery and	\$2,199.37
				Installation	Quantity 2.00	х	Unit Price \$1,322.53	x	Factor 0.8315 =	Total \$2,199.37
Subto	otal for 01 - Ge	eneral Re	quiren	nents:						\$11,579.96
23 - F	Heating, Venti	lating, An	nd Air-	Conditioni	ng (HVAC)					
9	23 01 20 91	0002		EA	Up To 1", Lock Out/	Гаg Out	Valve			\$20.29
					Quantity		Unit Price		Factor	Total
				Installation	1.00	Х	\$24.40	Х	0.8315 =	\$20.29
10	23 01 60 71	0002		LB	Recovery Of Refrige	erant				\$763.32
				L	Quantity		Unit Price		Factor	Total
				Installation	120.00	Х	\$7.65	Х	0.8315 =	\$763.32
11	23 01 60 71 0	0003		LB	to recharging.	arging (des clea	ning refrigerant gas prior	\$1,431.84
				Installation	Quantity 120.00	х	Unit Price \$14.35	x	Factor 0.8315 =	Total \$1,431.84
	22 00 22 00	0044					·		0.0010	
12	23 09 23 00 0	0014		PNT	EMCS Field Checko	out And		oint.	Faster	\$838.35
				Installation	Quantity 8.00	x	Unit Price \$126.03	х	Factor 0.8315 =	Total \$838.35
		Use	r Note:	Start & check		^	4.20.00		0.00.0	,
13	23 74 16 13 (0097		EA	450 MBH Electric He	eating C	Only Self Contained	Packad	e Rooftop Unit	\$40,837.55
					Quantity		Unit Price		Factor	Total
				Installation	1.00	x	\$47,625.33	х	0.8315 =	\$39,600.46
				Demolition	1.00	х	\$1,487.78	X	0.8315 =	\$1,237.09
		Use	r Note:	Furnish & Ins	()	ier 20-t	on Air Cooled Cond	lensing	unit with low ambient kit fo	or operation in
14	23 74 16 13	0097	Mod	EA	For Gas Heat, Add					\$3,349.10
				Installation	Quantity 1.23	х	Unit Price \$3,274.62	x	Factor 0.8315 =	Total \$3,349.10
Subto	otal for 23 - He	eating, Ve	ntilatii	ng, And Ai	r-Conditioning (F	IVAC)	:			\$47,240.45
	Electrical	<u>-:</u>								
15	26 01 20 91	0002		EA	Lock Out/Tag Out Lo	ocal Dis	connect			\$19.96
				Installation	Quantity 1.00	х	Unit Price \$24.00	x	Factor 0.8315 =	Total \$19.96

Price Proposal Detail - CSI Page 2 of 3

Price Proposal Detail - CSI Continues..

Job Order Number: DPW-2023-005

Job Order Title: Village Hall Condensing Unit Replacement

Rec#	CSI Number	Mod. UOM	Description					Line Total
26 - I	Electrical							
16	26 01 20 91 0004	EA	Lock Out/Tag Out Ta	ags				\$3.45
			Quantity		Unit Price		Factor	Total
		Installation	1.00	x	\$4.15	х	0.8315 =	\$3.45
17	26 05 83 00 0136	EA	1-1/2 HP AC Motor	Single P	hase, 230 Volt Mot	or/Equip	ment, Connection,	\$105.57
			Termination And Ro	tation Te	sting			
			Quantity		Unit Price		Factor	Total
		Installation	1.00	Х	\$91.01	x	0.8315 =	\$75.67
		Demolition	1.00	x	\$35.95	x	0.8315 =	\$29.89
Subto	otal for 26 - Electrical:							\$128.98
Propo	osal Total							\$58,949.39

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: 0.00%

Price Proposal Detail - CSI Page 3 of 3





City of Naperville

CONTRACT

Bid 19-013

Job Order Contracting Services

Kim Schmidt, PE Procurement Manager 630-420-4162 630-305-6226

AGREEMENT BID 19-013, Job Order Contracting Services

This Agreement is entered into this day of	2019,
between the City of Naperville, an Illinois Municipal Corporation, with offices at 400	South
Eagle Street, Naperville, Illinois 60540 (hereinafter the CITY) and Robe, Inc., with offi	ces at
6150 N Northwest Highway, Chicago, Illinois 60631, and licensed to do business in the	State
of Illinois (hereinafter the CONTRACTOR).	

WITNESSETH, that the *CITY* has determined that it requires Job Order Contracting Services and the *CONTRACTOR* is in the business of providing these services and is willing to provide same, for and according to the terms and conditions of the attached Invitations for Bids No. 19-013 (hereinafter the *BID*).

NOW, THEREFORE, in consideration of the mutual promises delineated in the *BID*, the parties agree that:

- 1. The CONTRACTOR shall perform all of the work, furnish all of the material and labor necessary to complete the aforementioned services.
- 2. The BID shall consist of the following listed documents, signed by the proposer where necessary, which are incorporated herein by reference. With the exception of items j and k, the documents listed below are attached hereto.
 - a. This Agreement
 - b. General Terms & Conditions
 - c. Instructions to Bidders
 - d. Proposal Forms
 - e. Rider Clause
 - f. Local Business Utilization Plan
 - g. Naperville Supplemental Conditions
 - h. JOC Supplemental Conditions
 - i. Addenda, if any
 - j. Technical Specifications
 - k. Construction Task Catalog®
 - I. Supplemental Specifications
 - m. Advertisements for Bids
 - n. Affidavit of Compliance
 - o. Performance Bond
 - p. Payment Bond
 - q. Certificates of Insurance

BID NUMBER:

19-013

BID TITLE:

Job Order Contracting Services - 2019

3. This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action related to this agreement shall be in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand the RFP and this Agreement and intend to be bound by their terms.

CITY OF NAPERVILLE, IL	ROBE, INC.
Dop X My	
By: Douglas A. Krieger	By: Paul Mulvey
Its: City Manager	Its: President + 180% owner
Date:	Date: 1-20-2020
ATTEST: Marrey a. Brights Deputy Clork for Pan Gallahue By Pam Gallahue, PhD	ATTEST:
Dix Pam Gallahue	RY
By: Pam Gallahue, PhD	By: Paul Halvey
Its: City Clerk	Its: President + 100% owner
Date: 2/11/20	Date: 1-20- 2020



General Terms and Conditions

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE CITY OF NAPERVILLE, UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

BIDDING PROCEDURES

The first three items must be performed by the bidder in order for the bid submittal to qualify for consideration by the City.

- 1. BIDDING FORMS: Bids must be accompanied by a fully executed Offer to Contract Form and Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the bidder, properly signed in the appropriate places, and submitted electronically via the City's e-bidding service or hard copy format in a sealed envelope.
- **2. BID DEPOSIT:** When a bid deposit is required as indicated on the Invitation to Bid, each bid must be accompanied by either a bid bond signed by a surety company authorized to do business in Illinois, a cashier's check or a certified check. For construction projects the bid deposit shall be in an amount equal to at least 10% of the amount of the bid. Any bid deposit shall be in an amount equal as indicated in the Invitation to Bid. When bids are awarded, the Purchasing Manager will return all checks except those of the successful bidder(s). The check(s) of the successful bidder will be returned upon the submission within ten (10) days of a properly executed performance bond. If no performance bond is required, the certified check will be returned.
- **3. SUBMISSION OF BIDS:** This is an "electronic bid," meaning that bids must be submitted via the City's e-bidding service, DemandStar, in electronic format. All bids submitted must be received electronically via the City's e-bidding service before the time specified for opening the bid. A link to the City's e-bidding service is available on the City's website at https://www.naperville.il.us/government/city-finances/purchasing-and-bids/.

Downloading documents and submitting bids requires registration with DemandStar. If you aren't already a member, you can get a FREE SUBSCRIPTION to the City of Naperville account by going to https://www.demandstar.com/subscription. Bids received in hard copy format will be charged a \$25 processing fee to scan and download the documents, due upon receipt of bid. Any incomplete submittals may be rejected as non-responsive.

The Purchasing Manager, or his designated agent, will decide when the specified time for the bid opening has arrived (as determined by the clock on the e-bidding system), and bids will be opened precisely at the assigned time. Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.

- 4. QUESTIONS: All questions concerning the bid shall be submitted to the Procurement Services Team. Questions requiring a clarification or interpretation of the bid document shall be submitted to the Procurement Services Team in writing at least five working days prior to the proposal due date so that the Procurement Services Team can issue a written response to all proposers of record in the form of an addendum. An addendum may not be issued if the answer to a question is contained in the documents; instead the proposers shall be directed to the provision in the bid document which responds to the question. The City of Naperville, Illinois will not be responsible for any other explanation of the specifications made prior to the receipt of bids.
- **5. ADDENDUM:** Bidders shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.
- 6. SAMPLES: Samples or drawings requested shall be delivered free of charge with the bid. Rejected samples shall be -removed by the bidder at his own expense after the bid opening. Accepted samples will be retained during the life of the contract.
- 7. NO BID RESPONSE: In the event you cannot submit a bid, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."
- 8. QUESTIONS: All questions concerning the bid shall be submitted to the Procurement Services Team. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing at least five working days prior to the bid opening so that the Purchasing Division can issue a written response to all bidders in the form of an addendum. Whenever the answer to a question is contained in the bid documents, the bidder shall be directed to the provision in the specifications which responds to the question. The City of Naperville, Illinois will not be responsible for any other explanation of the specifications made prior to the receipt of bids.
- 9. ALTERNATE PROPOSALS: Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only ONE proposal. If an unsolicited alternate is included in the bid, only the first proposal seen by the City will be read and considered.
- **10. PARTY INTERESTED IN MORE THAN ONE BID:** A party who has quoted prices for work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.
- 11. BIDS BINDING FOR 90 DAYS: Unless otherwise specified in the specifications, all formal bids submitted shall be binding for ninety (90) calendar days following date of opening.
- 12. WITHDRAWAL OF BIDS: A written request for the withdrawal of a bid will be granted if the request is received by the City prior to the specified time of opening.
- 13. BIDDERS INVITED TO BID OPENING: At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.

AWARDING THE BID

- 14. CRITERIA FOR AWARDING BID/ RESERVATION OF RIGHTS: The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the City Council to be in the best interest of the City, who complies with all the provisions of the invitation to bid. The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or who investigation shows is not in a position to perform the contract.
- 15. NOTICE OF AWARD: The City will accept in writing one of the proposals, within ninety (90) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the City. Notice of Award will be posted on Demandstar by Onvia, our e-bidding site, for all bidders within the time for acceptance specified in the Invitation to Bid.
- 16. AWARD OF ALL OR PART: Unless otherwise specified by the City, the City reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his bid to consideration in the aggregate by so stating but must name a unit price on each item bid upon. The City reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.
- 17. **REGISTRATION REQUIRED:** Companies awarded bids should be registered to do business in the State of Illinois. The Purchasing Division may verify status with the State by calling 217-782-7880 prior to awarding contract.
- 18. VETERANS PREFERENCE ACT: In the event of a tie, the City will give preference according to the Veterans Preference Act; Illinois Revised Statutes, Chapter 126-1/2, Section 23, Effective July 1, 1935 as amended September 6, 1990; In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or by any political subdivision there, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:
 - (a) The veteran served a total of at least six months, or
 - (b) The veteran served for the duration of hostilities regardless of the length of engagement, or
 - (c) The veteran served in the theater of operations but was discharged on the basis of hardship, or
 - (d) The veteran was released from active duty because of a service connected disability and was honorably discharged. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper

discharge of the duties of such employment. No political subdivision or person contracting for such public works is required to give preference to veterans, not residents of such districts, over residents thereof, who are not veterans.

BOND REQUIREMENTS

- 19. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND: When noted in the specifications, the City reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the bidder's proposal by the City. The bonds, unless otherwise specified by the Purchasing Manager, shall be 100% of the total contract price.
- 20. FAILURE TO FURNISH BOND: In the event that the bidder fails to furnish the above mentioned bonds within ten (10) calendar days after acceptance of bid by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish said bonds.

SPECIFICATIONS

- **21. FORMAL SPECIFICATIONS:** When a formal, numbered specification is referred to in this invitation, no deviation from that specification will be permitted.
- 22. TRADE NAME USED BY CITY: Any reference in the City's specifications to a manufacturer's catalog number is descriptive, not restrictive, indicating articles that are satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states on the face of his proposal exactly what he proposes to furnish; or forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.
- 23. TRADE NAME USED BY BIDDER: Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the bid.
- 24. PROPOSED EQUIVALENTS: The Purchasing Manager hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposed to furnish which contains major or minor variations from specifications requirements, but which may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the City to determine if each requirement of the specifications is being complied with prior to manufacture or shipment.

PRICE

- 25. NET PRICES: Bid prices, unless otherwise specified in the specifications, must be net, including transportation and handling charges fully prepaid by the contractor to delivery point. All prices are subject to Net 30 on commodities, rentals and services unless otherwise specified. Term #24 does not include construction contracts.
 - Prices must be a firm monetary figure for the cost of the commodity, service, or project. In the event the City invites bids for the purchase of any item or real property, the City shall not accept a bid which is based upon any other bid, contract, or reference to any other document or numbers not included in the bidder's bid documents.
- 26. TAX EXEMPTION: Sales to the City of Naperville are exempt from state and local retailers' occupation tax, state and local service occupational tax, use tax, and service use tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our tax exemption number is E9997-4398-07.
- 27. ERRORS IN BID PRICES: When an error is made in extending total prices, the unit bid price will govern.

QUANTITIES

- 28. SPECIFIC BID QUANTITIES: Where quantities are specifically stated, acceptance will bind the City to order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract.
- 29. REQUIREMENTS OR ESTIMATED BID QUANTITIES: On "Requirements or Estimated Bid Quantities," acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The City may purchase as little as zero percent (0%) or exceed as much as one hundred percent (100%) of the forecasted or estimated quantities.

DELIVERY PROVISIONS

- **30. PLACING OF ORDER:** Orders against contracts will be placed with the Contractor on a Purchase Order executed and released by the Purchasing Manager. Telephonic orders placed directly with the Contractor by the ordering department may be authorized by the Purchasing Manager only after execution of an Open End or Blanket Purchase Order.
- 31. RESPONSIBILITY FOR MATERIALS SHIPPED: The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification or rejection.
- **32. DELIVERY FAILURES:** Failures of a Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Manager, or failure to make replacement

of rejected articles when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, either: (1) the Contractor shall reimburse the City, within a reasonable time specified by the Purchasing Manager, for any expense incurred in excess of contract prices; or (2) the City may deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

- 33. PACKAGING AND CONTAINERS: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the City unless otherwise specified by bidder in his bid.
- 34. INSPECTION OF GOODS: Inspections and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.
- 35. PACKING SLIPS OR DELIVERY TICKETS: All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
 - (a) Purchase Order Number Quantity Ordered Name of the Article and Stock Number Quantity Shipped
 - (b) Name of the Contractor
 - (c) Quantity Back Ordered
- **36. PAYMENT PROVISON:** The City of Naperville's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later. All payments shall be made with electronic payment transfer.

All invoices shall be addressed to Accounts Payable, City of Naperville, P.O. Box 3020, Naperville, Illinois, 60566-7020, as indicated on the front of this purchase order and must include vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

FINANCIAL RESPONSIBILITY PROVISIONS

- 37. GENERAL GUARANTY: Contractor agrees to:
 - (a) Save the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the

- performance of the contract which the Contractor is not the patentee, assignee, licensee, or owner; and
- (b) Protect the City against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
- (c) Pay for all permits, licenses, and fees and give all notices and to comply with all laws, ordinances, and rules of the City and the State of Illinois.
- 38. WARRANTIES: Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him FOR A PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the Contractor. At the Contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition or replace the part or entire unit to the complete satisfaction of the City.
- **39. INSURANCE:** Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- 5. Surety Bonds as described below.
- 6. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the

higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Naperville, Naper Settlement, Naperville Heritage Society, their officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Naperville, Naper Settlement, Naperville Heritage Society, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City of Naperville, Naper Settlement, and Naperville Heritage Society as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

- 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- 3. If coverage is cancelled or non-renewed, and not replaced with another claimsmade policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Naperville, Naper Settlement and Naperville Heritage Society for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

- 40. DAMAGES/INDEMNIFICATION: The Contractor shall defend, indemnify, and hold harmless the City and its officers, agents and employees, from any and all liability, losses or damages as a result of claims, demands, suits, actions, or proceedings of any kind of nature,, including but not limited to costs and fees, including reasonable attorney's fees, resulting from any negligent or willful act or omission on the part of the Contractor or Contractor's subcontractors, subconsultants, or sub-vendors, or their respective employees, agents and representatives, during the performance of this Agreement, including without limitation, failure to comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements. Such defense, indemnification, and hold harmless provisions shall not be limited by reason of any insurance coverage provided for herein. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them in which case the Contractor shall be liable for the reasonable cost, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-102 et seq. The provisions of this paragraph shall survive completion, expiration or termination of this Agreement.
- 41. CERCLA INDEMNIFICATION: The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

ASSIGNMENT/TERMINATION/DEFAULT

- **42. ASSIGNMENT:** Assignment of this contract or any part thereof, or any funds to be received there under by the Contractor shall be subject to the approval of the City of Naperville.
- 43. TERMINATION OF CONTRACTS: Contracts will remain in force for full periods and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - (a) Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.

- (b) Extended upon written authorization of the Purchasing Manager and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 44. **DEFAULT**: The contract may be canceled or annulled by the City Council in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. Upon receipt of such notice, the Contractor shall have fourteen (14) days with in which to cure any default or violation. If the default or violation is not cured with in the specified time an award may be made to the next lowest Bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs incurred by the City in excess of the defaulted contract prices. However, the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- 45. MATERIAL SAFETY DATA SHEETS: It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

- 46. COMPLIANCE WITH THE LAW: The Contractor and Contractor's employees, agents, subconsultants and subcontractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations, orders, federal circulars and license and permit requirement in the performance of any Contract pursuant to this bid, including, without limitation and to the extent applicable, the Illinois Prevailing Wage Act, the federal Davis-Bacon Act, and the Employment of Illinois Workers on Public Works Act. The Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. For additional information regarding the Illinois Prevailing Wage Act, see paragraph 45 below.
- 47. LAWS GOVERNING: This contract shall be governed by and construed according to the laws of the State of Illinois except that sections 2 through 8 of the Local Government Prompt Payment Act (50 ILCS 505/2-8) shall not be applicable. Venue for any action related to this agreement shall be in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.
- **48. PREVAILING WAGES:** If this contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01et 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 "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Contractor shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

- 49. NON-RESIDENT EXECUTIVE AND TECHNICAL EXPERTS: Every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3, or 6 in the case of a hazardous waste clean-up and on-site disposal project, of his regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in Section 1 of Article 2 of this Act.
- 50. FORCE MAJEURE: Whenever a period of time is provided for in this Agreement for either the CITY or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond Contractor's control" if committed, omitted or caused by Contractor, Contractor's employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly.

51. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:

The order of precedence of the component contract parts shall be as follows:

- 1. Addenda if any.
- 2. Project Specific Instructions to Bidders.
- 3. JOC Supplemental Conditions

- 4. Project Specific Supplementary Conditions to Project Specific General Conditions.
- 5. Project Specific General Conditions.
- 6. City of Naperville General Terms and Conditions and Instruction to Bidders.
- 7. Special Conditions, Detailed Specifications and Special Provisions.
- 8. All Job Orders (including the Detailed Scope of Work and Job Order Proposals)
- 9. Standard Specifications of the City, State, or Federal Government.
- 10. Performance Bond, if required.
- 11. The Construction Task Catalog®
- 12. The Technical Specifications

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

In addition, in the case of a conflict between any term or provision contained in the contract documents which cannot be resolved by the order of precedence set forth above, the term or condition that is more stringent and/or specific shall govern and apply.

RIGHT TO AUDIT CLAUSE

52. RETENTION AND EXAMINATION OF INFORMATION, BOOKS AND RECORDS: The Contractor shall cooperate with the City and provide the City, when requested, with access to data, information and documentation pertaining to the work. City requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties, which in the City's opinion, require the information.

Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files and detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates, or dividends received; and any other supporting evidence necessary to substantiate charges related to the contract (both direct and indirect costs, including overhead allocations as they may apply to costs associated with the contract).

The Contractor will provide the City with copies of all requested records in a computer-readable format (if available) as well as hard copy.

The Contractor shall retain and preserve all information relating to the work for a period of at least four (4) years from the date of the completion of the work.

The City will have the right to audit any records necessary to permit evaluation and verification of contractor compliance with contract requirements throughout the term of the contract and for a period of four years after final payment, or longer if required by law.

The City will have the right to interview any of the contractor's current and former employees, as related to this contract, during the audit.

The Contractor will provide the City with adequate and appropriate work space, with access to photocopy machines, during the audit.

The Contractor will include in its subcontracts a provision granting the City the right of audit provisions against subcontractors as contained in this article.

53. NON-APPROPRIATIONS CLAUSE: This contract is contingent on the receipt of funding in future years. The terms of this contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being approved by the City Council. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the City may terminate its obligations if sufficient appropriations are not approved by the City Council. The City's decision as to whether sufficient appropriations are available is final and binding on all parties.

Instructions to Bidders

1. CONTRACT OVERVIEW

- 1.1. A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the County. The Contract Documents include a Construction Task Catalog® containing Prepriced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.
- 1.2. The Contractor will bid two sets of Adjustment Factors to be applied to the Unit Prices. The first set of Adjustment Factors will be for City of Naperville (including Naper Settlement) Projects while the second set of Adjustment Factors will be for ezlQC® Projects. Each set of Adjustment Factors includes one Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors apply to every Prepriced Task in the Construction Task Catalog®. The Contractor will also bid a Non-Prepriced Task Adjustment Factor to be used when calculating the value of Non-Prepriced Tasks.
- 1.3. A Contract will be awarded to the responsible bidder with the lowest responsive bid.
- 1.4. Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the Owner to review and discuss the proposed work. The Owner will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.
- 1.5. The value of the Price Proposal shall be determined by summing the total of the following calculation for each Prepriced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.
- 1.6. If the Job Order Proposal is found to be complete and accurate, the Owner may issue a Job Order to the Contractor.
- 1.7. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 1.8. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

2. DESCRIPTION OF THE WORK

2.1. This Contract may be used to perform any Work on facilities or properties under the jurisdiction of the City of Naperville including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to City sites. This Contract may also be used as a joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the Six County Area and State of Illinois.

3. JOINT PURCHASING

- 3.1. The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that the City of Naperville shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental units shall remain separate and distinct. Disputes between bidders and governmental units shall be resolved between the immediate parties.
- 3.2. The bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.
- 3.3. The bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, certificates of insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

4. CONTRACT VALUE

4.1. The Estimated Annual Value for the Contract is \$1,000,000 plus the value of any ezIQC® Projects that may be procured by an entity within the Six County Area. The Contractor is not guaranteed to receive the Estimated Annual Value. It is merely an estimate.

5. CONTRACT TIME

5.1. The Base Term of the Contract is two (2) years.

- 5.2. There are two (2) Option Terms. Both parties must agree to extend the Contract for an Option Term. The duration of each Option Term is two (2) years.
- 5.3. The City and the Contractor may agree to extend the term of an Option Term.
- 5.4. All Job Orders issued during any term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

6. ADJUSTMENT FACTORS

- 6.1. There are five (5) Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.
- 6.2. The Adjustment Factors are as follows:
 - 6.2.1. City of Naperville Projects, Normal Working Hours Adjustment Factor: Monday through Friday 7:00 am to 7:00 pm except holidays.
 - 6.2.2. City of Naperville Projects, Other Than Normal Working Hours Adjustment Factor: Monday through Friday 7:01 pm to 6:59 am and all-day Saturday, Sunday and holidays.
 - 6.2.3. City of Naperville Projects, Non-Prepriced Task Adjustment Factor: for Non-Prepriced Tasks on City of Naperville Projects.
 - 6.2.4. ezIQC® Projects, Normal Working Hours Adjustment Factor: Monday through Friday 7:00 am to 7:00 pm except holidays.
 - 6.2.5. ezIQC® Projects, Other Than Normal Working Hours Adjustment Factor: Monday through Friday 7:01 pm to 6:59 am and all-day Saturday, Sunday and holidays.
 - 6.2.6. ezIQC® Projects, Non-Prepriced Task Adjustment Factor: for Non-Prepriced Tasks on ezIQC® Projects.
- 6.3. The Other Than Normal Working Hours Adjustment Factor for City of Naperville Projects must be equal to or greater than the Normal Working Hours Adjustment Factor for City of Naperville Projects.
- 6.4. The Other Than Normal Working Hours Adjustment Factor for ezlQC® Projects must be equal to or greater than the Normal Working Hours Adjustment Factor for ezlQC® Projects.
- 6.5. The Non-Prepriced Task Adjustment Factor for City of Naperville Projects must be

greater than or equal to 1.0526.

6.6. The Non-Prepriced Task Adjustment Factor for ezIQC® Projects must be greater than or equal to 1.0667.

7. BID SUBMISSION

- 7.1. Questions and Clarifications All questions and clarifications shall be submitted in writing at least five business days prior to the online bid opening to Kim Schmidt at schmidtk@naperville.il.us. The deadline to submit questions is Tuesday, December 3, 2019 by 12:00 p.m. If required, a written response in the form of an addendum will be issued. No contact with the DEPARTMENT(S) shall be made during the bid process. Questions asked after the deadline are not guaranteed a response.
- 7.2. **Electronic Bid Opening** This bid is being conducted electronically. All bidders must be registered with DemandStar by Onvia at www.demandstar.com/register.rsp in order to submit an electronic bid.

The deadline for submitting a bid is Tuesday, December 10, 2019 at 2:00 p.m. Be sure you have received an email confirmation of submittal from DemandStar.

This is an "electronic bid," meaning that bids must be submitted via DemandStar in electronic format. All necessary documents are available through the City's website. Downloading documents and submitting bids requires registration with "Demandstar," the City's service provider since 2000. If you aren't already a member, you can get a FREE SUBSCRIPTION to the City of Naperville account by going to www.demandstar.com/register.rsp. Bids received in hard copy format will be charged a \$25 processing fee to scan and download the documents, due upon receipt of bid. Any incomplete submittals may be rejected as non-responsive.

For additional instructions regarding electronic bid submittal, contact Kim Schmidt at phone 630-420-4162 or via email: schmidtk@naperville.il.us.

- 7.3. **Bid Security** Bid security in the form of a certified check or cashier's check payable to the City of Naperville, or a satisfactory bid bond, in the amount of \$25,000 of the total bid must be scanned and submitted with the E-Bid response. During the bid review process, the City may require a bidder to submit the original bid security to confirm authenticity.
- 7.4. Basis of Award The City of Naperville intends to award a contract to the responsible bidder submitting the lowest responsive bid. Lowest price shall be determined using the Award Criteria Figure listed in the Bid Worksheet. The City will review and make adjustments associated with arithmetic errors to ascertain whether the order of bids is correct. In the event of arithmetic errors in any of the line items, the unit price will be the controlling factor to correct the arithmetic error. The City will not assume that the error exists in the unit price.

The City reserves the right to reject any and all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not in a position to perform the contract. The City of Naperville reserves the right to award individual bids to more than one vendor if it is deemed to be in the best interest of the City. The City reserves the right to increase or decrease the contract quantity without penalty from the contractor to the City.

8. PERFORMANCE BOND AND PAYMENT BOND

- 8.1. Within ten (10) calendar days of acceptance of the Bidder's bid by the City, the Bidder must supply a Performance Bond and a Labor and Materials Bond in the amount of \$1,000,000 to bond City of Naperville Projects. The surety company must be licensed to do business in the state of Illinois. In the event that the parties agree to exercise an option period or the cumulative amount of work exceeds the amount of bonds submitted, the Bidder shall deliver a new Performance Bond and Labor and Materials Bond in \$1,000,000 increments.
- 8.2. In the event that the proposer fails to furnish the above mentioned bonds within ten (10) calendar days after acceptance of proposal by the City, then the bid bond of the Bidder shall be retained by the City as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the proposer's failure to furnish said bonds.
- 8.3. For ezIQC® Projects, the Bidder will provide a payment bond and/or performance bond per Project equal to 100% of the Job Order Price.
- 8.4. The cost of all bonds for City of Naperville Projects and for ezIQC® Projects shall be included in the Adjustment Factors.

9. PREVAILING WAGE

9.1. This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/1-12 et seq.). Contractors and subcontractors shall comply with the requirements of the Illinois Prevailing Wage Act including, but not limited to, all wage requirements and notice and recordkeeping duties including paying laborers, workers and mechanics performing work under this contract no less than the currently prevailing rate of wages in the county where the work is performed and filing a certified payroll with the public body in charge of the project.

The Contractor is advised that the Illinois Department of Labor (IDOL) revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the IDOL website for revisions to prevailing wage rates. For information regarding the current prevailing wage rates, please refer to the DOL website:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

If IDOL revises the prevailing rates of wage during the term of the contract, the Contractor/subcontractor is required to pay the then current prevailing rate of rages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the term of any contract shall be at the expense of the Contractor and not at the expense of the Owner.

The Contractor shall defend and hold harmless the City, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

9.2. Prior to the start of any work, the Contractor and the Jobsite Manager/Supervisor will be required to complete the City's Contractor Safety Orientation Checklist at a preconstruction meeting. No work can begin until the completed form has been received and signed by the Jobsite Manager/Supervisor. A sample of the Contractor Safety Orientation Checklist is included as part of the bid document.

10. CONTRACTOR'S JOC SYSTEM LICENSE

10.1. The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary Gordian Cloud Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. To obtain access to the Gordian JOC Solution™, the Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 5% JOC System License Fee for City of Naperville Projects and a 6.25% ezlQC® License Fee for ezlQC® Projects.

11. FEDERALLY FUNDED JOB ORDERS

11.1. Work so designated as being Federally Funded must follow the procedures and guidelines as set forth in Federally Funded Work contained in the JOC Supplemental Conditions.

12. FREEDOM OF INFORMATION ACT

12.1. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor. Contractor shall comply with the retention and documentation requirements of the <u>Local Records Retention Act</u> 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall

review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

JOB ORDER CONTRACTING SERVICES PROCUREMENT NO. 19-013

CITY OF NAPERVILLE OFFER TO CONTRACT

OFFER TO THE CITY OF NAPERVILLE:

The undersigned, having examined the contract documents listed below, irrevocably offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments contained in the bid solicitation document. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

Contract Documents: General Terms and Conditions; Instructions to Bidders; Construction Task Catalog®; Technical Specifications; Proposal and Bid Schedule; Affidavit of Compliance; Certificate of Insurance; the following addendum(s): 1 ; 2 ; 3 ; 4 ; 5 ; 6 ; 7.

ADJUSTMENT FACTORS (TRANSFER FROM BID WORKSHEET)

City of Naperville Projects, Normal Working Hours Adjustment Factor:	0.7500
City of Naperville Projects, Other Than Normal Working Hours Adjustment Factor:	0,7550
City of Naperville Projects, Non-Prepriced Task Adjustment Factor:	1.0526
ezIQC® Projects, Normal Working Hours Adjustment Factor:	0.7600
ezIQC® Projects, Other Than Normal Working Hours Adjustment Factor:	0.7650
ezIQC®Projects, Non-Prepriced Task Adjustment Factor:	1.0667

The undersigned hereby states, under penalty of perjury, that all information provided in this offer and the attached Affidavit of Compliance is true, accurate, and complete and that he/she has authority to submit this bid, which will result in a binding contract if accepted by the City of Naperville.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

Robe, Inc. FIRM NAME 6150 N Northwest Hwy ADDRESS Chicago, IL 60631 CITY, STATE AND ZIP CODE PRINT NAME / TITLE Sean White NAME 773-775-8900 PHONE NUMBER 773-775-8910 FAX NUMBER Seanwhite@robeinc.com E-MAIL ADDRESS	CONTACT:	FOR CLARIFICATION OF THIS OFFER:
THAT NOWE, THE	FIRM NAME 6150 N Northwest Hwy ADDRESS Chicago, IL 60631 CITY, STATE AND ZIP CODE // 1-4-19 SIGNATURE AUTHORIZED REPRESENTATIVE / DATE	NAME 773-775-8900 PHONE NUMBER 773-775-8910 FAX NUMBER seanwhite@robeinc.com

ACCEPTANCE:

The Offer is hereby accepted for the following items: Job Order Contracting Services

Contract Expiration Date: 12/31/2021

The Contractor is bound to sell the materials or services listed by the attached bid documents and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments. The Contractor's Offer is accepted by the City.

This contract shall henceforth be referred to as Contract No. <u>19-013</u>. The Contractor is cautioned not to commence any billable work or to provide any materials or services under this contract until Contractor receives a fully executed contract.

CITY OF NAPERVILLE

City Manager

By: Douglas A. Krieger

Its:

Date

BID WORKSHEET

Job Order Contracting Services Contract No: 19-013

BIDDER'S NAME: Robe Inc.

The Bidder shall complete the cells highlighted grey. Failure to submit all Adjustment Factors may result in the bid being deemed non-responsive. The Contractor shall nerform the Tasks cominged by cash Individual Int Order inchashs failures adjustment of Tasks cominged by cash Individual Int Order inchashs failures adjustment of Tasks cominged by cash Individual International States.

0.8169	AWARD CRITERIA FIGURE	AWARDC	
0.1067	0.10	1.0667	ezIQC® Projects, Non Pre-Priced (10%)
0.0765	0.10	0.7650	ezIQC® Projects, Other than Normal Working Hours (10%)
0.2280	0.30	0.7600	ezlQC® Projects, Normal Working Hours (30%)
0.1053	0.10	1.0526	City of Naperville Projects, Non Pre-Priced (10%)
0.0755	0.10	0.7550	City of Naperville Projects, Other than Normal Working Hours (10%)
0.2250	0.30	0.7500	City of Naperville Projects, Normal Working Hours (30%)
= Extended Total	x Multiplier	Adjustment Factor Bid	Adjustment Factor Name

NOTES TO BIDDER:

1. The Other Than Normal Working Hours Adjustment Factor for City of Naperville Projects must be greater than or equal to the Normal Working Hours Adjustment Factor for for City of Naperville Projects.

2. The Non Pre-priced Adjustment Factor for City of Naperville Projects must be greater than or equal to 1.0526

3. The Other Than Normal Working Nours Adjustment Factor for ezIQC® Projects must be greater than no equal to the Normal Working Hours Adjustment Factor for for ezIQC® Projects.

4. The Non Pre-priced Adjustment Factor for ezIQC® Projects must be greater than or equal to 1.0667

5. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the City that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpase of determining the Bid.

6. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable

to the Work being performed.

Authorized Name and Title: Sem UHITE Date: 12/10/2019

BID 19-013, Job Order Contracting Services Rider Clause for Use of Contract

Contractor Name:	ROBE	Inc.	

This clause is intended to allow a successful Contractor to offer the goods and services of the bid to other jurisdictions. If a mark is made in the **YES** column next to a jurisdiction's name, the pricing, terms and conditions of the final Contract are offered to the appropriate jurisdiction. The successful Contractor may directly notify any jurisdiction of the availability of the Contract.

Offering to sell goods and services as a result of this solicitation to other jurisdictions is voluntary on the proposer's part. A jurisdiction's participation in the Contract is voluntary, also. Any jurisdiction obligated to participate in the Contract is indicated in the body of the solicitation and Contract.

The jurisdiction(s) which awards the Contract as a result of this solicitation is responsible for the award, etc., of its portion of the Contract only. Each jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful Contractor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Units of government, not-for-profit businesses, and other entities may be added as jurisdictions able to procure from this Contract if mutually agreed upon by both parties.

Failure to offer the terms and conditions of the Contract to any jurisdiction will neither disqualify a proposer nor adversely affect the award of the Contract.

It is the awarded Contractor's responsibility to notify the jurisdictions shown below of the availability of the Contract.

It is understood that the Contractor will utilize proprietary licensed documents and software during the performance of the work that is provided by a Consultant, The Gordian Group, Inc., by means of a consulting contract with the City of Naperville. Any jurisdictions utilizing the Contractor by riding the Contract shall be liable to the Gordian Group, Inc. for their document and software licensing fee.

PROPOSER'S AUTHORIZATION FOR PARTICIPATION:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
Х		Park District (Naperville)	X		Lisle Township
Х		Naperville Community Unit School District 203	Х		Milton Township
Х		Indian Prairie School District 204	X		Winfield Township
Х		Naperville Public Library	X		DuPage Township
X		Naperville Township	X		Wheatland Township
Х		Forest Preserve, District of Will County	X		City of Wheaton
X		DuPage County Forest Preserve	X		Village of Willowbrook
Χ		DuPage County	X		Village of Winfield
X		Will County	X		City of Wood Dale
X		City of Aurora	X		Village of Woodridge
X		Village of Addison	X		Village of Antioch
X		Village of Bartlett	X		Village of Arlington Heights
X		City of Batavia	X		Village of Barrington
Х		Village of Bensenville	X		Village of Buffalo Grove
X		Village of Bloomingdale	X		Village of Carpentersville
X		Village of Bolingbrook	X		Village of Cary

X	Village of Burr Ridge	X	City of Crystal Lake
X	Village of Carol Stream	X	Village of Deerfield
X	Village of Clarendon Hills	X	City of Des Plaines
X	City of Darien	X	City of Evanston
X	City of Downers Grove	X	Village of Fox River Grove
X	Village of Elk Grove Village	X	Village of Glencoe
X	City of Elmhurst	X	Village of Glenview
X	Village of Glendale Heights	X	Village of Golf
X	Village of Glen Ellyn	X	Village of Grayslake
X	Village of Hanover Park	X	Village of Hanover Park
X	Village of Hinsdale	X	Village of Hawthorn Woods
X	Village of Itasca	X	City of Highland Park
x	Village of Lemont	X	Village of Hoffman Estates
x	Village of Lisle	Î	Village of Inverness
x	Village of Lombard	X	Village of Kenilworth
		X	City of Lake Forest
X	Village of Oak Brook	x	Village of Lake Zurich
X	City of Oak Brook Terrace		
X	Village of Roselle	X	Village of Libertyville
X	Village of Schaumburg	X	Village of Lincolnshire
X	City of St Charles	X	Village of Lincolnwood
X	Village of Villa Park	X	Village of Morton Grove
X	City of Warrenville	X	Village of Mount Prospect
X	Village of Wayne	X	Village of Niles
X	City of West Chicago	X	Village of Northbrook
X	Village of Westmont	X	Village of Northfield
X	Northfield Township	X	Village of New Lenox
X	Village of Palatine	X	City of Oak Forest
X	City of Park Ridge	X	Village of Olympia Hills
X	City of Prospect Heights	X	Village of Orland Park
X	City of Rolling Meadows	X	City of Palos Heights
X	Village of Skokie	X	Village of Park Forest
X	Village of Streamwood	X	Village of Phoenix
X	Village of Vernon Hills	X	Village of Posen
X	Village of Wheeling	X	Village of Richton Park
X	Village of Wilmette	X	Village of Riverdale
X	Village Winnetka	X	Village of Robbins
X	City of Blue Island	X	Sauk Village
х	Village of Burnham	X	Village of South Chicago Heights
X	Calumet City	X	Village of South Holland
X	Village of Calumet Park	X	Village of Steger
X	City of Chicago Heights	X	Village of Thornton
X	City of Country Club Hills	X	Village of Tinley Park
X	Village of Dixmoor	X	Village of University Park
X	Village of Dolton	X	Village of Beecher
X	Village of East Hazel Crest	X	City of Braidwood
x	Village of Flossmoor	X	Coal City
x	Village of Ford Heights	X	City of Crest Hill
X	Village of Glenwood	X	Village of Diamond

X	City of Harvey	X	Village of Elwood
X	Village of Hazel Crest	X Village of Frankfort	
X	Village of Homewood	X	Village of Homer Glen
X	Village of Lansing	X	City of Joliet
X	Village of Lynwood	X	City of Lockport
X	City of Markham	X	Village of Manhattan
X	Village of Matteson	X	Village of Minooka
X	Village of Midlothian	X	Village of Rockdale
X	Village of Mokena	X	Village of Shorewood
X	Village of Monee	X	City of Wilmington
X	Township of Channahon	X	Township of Reed
X	Township of Crete	X	Township of Troy
X	Township of Custer	X	Township of Washington
X	Township of Florence	X	Township of Wesley
X	Township of Frankfort	X	Township of Will
X	Township of Green Garden	X	Township of Wilmington
X	Township of Homer	X	Township of Wilton
X	Township of Jackson	X	Township of Addison
X	Township of Joliet	X	Township of Bloomingdale
X	Township of Lockport	X	Township of Downers Grove
X	Township of Manhattan	X	Township of Wayne
X	Township of Monee	X	Township of York
X	Township of New Lenox	X	Township of Peotone
X	Township of Plainfield		

Proposer's Signature:	R	Date: _	12-9-2019
Company Name:	Robe, Inc		

This form must be completed and returned with bid response.

BID 19-013 JOB ORDER CONTRACTING SERVICES LOCAL BUSINESS UTLITIZATION PLAN

Ensuring local businesses are used is a top priority for the City. In specific detail, identify how the Contractor will maximize participation of local businesses under this Contract. Local businesses are considered those businesses residing in DuPage and Will Counties. Also make sure to include the Contractor's approach to subcontracting versus self-performing the work with its own forces as well identification of said types of work the Contractor intends on self-performing. The Plan should also identify how the Contractor will select subcontractors and the basis for such selection. Adherence to the local business utilization plan is a standard of performance and failure to adhere to the plan during the course of the Contract will be considered an event of default.

Complete your narrative in the space provided below or provide supplemental documentation.

If necessary, attach additional sheets.

see Attached.

19-013

Robe, Inc.

Robe, Inc Local Business Utilization Plan

Robe, Inc. has an established business base in the Chicagoland area but does perform contract work outside of Chicago.

Our largest one outside of Chicago is a JOC contract in Champaign at the University of Illinois. For that contract, Robe set up a local office and set up a contact list for various local trades by using three sources.

First was recommendations from the customer of trades who had performed successfully for them in the past.

Second was first hand referrals from similar contractors in Chicago who had working relationships with their counterparts in other areas.

Lastly, it was from direct contacts made with local contractors after doing in-house research online.

Quality work and strict adherence to timelines are the deciding factors in whether a subcontractor gets a second project from Robe.

Robe would use the same strategy as outlined above to connect with contractors local to DuPage and Will counties. Unless the quantity of work dictated a local office, Robe would run this contract from its office in Cook County.

Robe, typically only self-performs work that would be considered that of a laborer and some light carpentry. Robe uses subcontractors for electrical, plumbing, hvac, concrete, painting etc...

Naperville Supplemental Conditions

1 COOPERATIVE PURCHASING:

- 1.1 Other agencies or members of cooperative purchasing entities ("Entities") may purchase construction services from the Contractor utilizing this Contract ("ezIQC® Projects". If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 6.25% license fee (eZIQC® License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The ezIQC® License fee is to be included in the Contractor's proposed Adjustment Factors for ezIQC® Projects. Gordian and the Contractor shall mutually utilize ezIQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at the Owner's sole discretion, may be deemed grounds for termination of this Contract.
- 1.2 The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that the Owner has no obligation to administer purchases by Entities.
- 1.3 The Owner and Gordian shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity ("Purchase Order").

Remittance of License Fees: The Contractor shall remit License Fees as follows:

Payments Made Payable to: The Gordian Group, Inc.

Mail Checks to: The Gordian Group, Inc.

PO Box 79341

Baltimore, MD 21279-0341

- 1.4 The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to the Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233- 9100.
- 1.5 The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to the Owner and Gordian of each invoice by forwarding a copy of the invoice via email to lnvoice@ezlQC.com or via facsimile to (864) 233-9100.
- 1.6 The Owner and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes the Owner and/or Entity to provide

a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, the Owner or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Owner and/or Gordian, the Owner and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

2 WORK OUTSIDE THE SIX COUNTY AREA

- 2.1 This contract is to be used primarily for Work on facilities under the jurisdiction of the City of Naperville. However, This Contract may also be used as joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the Six County Area and State of Illinois.
- 2.2 While it is anticipated that the majority of work will occur within the Six County Area, there is the possibility an Agency outside the Six County Area may procure Work using this Contract. As such, there is no additional travel compensation for Work taking place within the Six County Area. The Contractor, however, may be compensated for additional travel costs for work outside the Six County Area via the following:
 - a. It is the Contractor's choice whether or not to Work outside the Six County Area.
 - b. The Contractor and Agency have to agree whether or not the Contractor may be reimbursed for travel expenses. The Agency must approve the travel reimbursement prior to the issuance of the Job Order and the expense shall be included in the Price Proposal.
 - c. The Contractor is reimbursed only when the Agency issues a Notice to Proceed for the Job Order. If the Job Order is cancelled, the Contractor shall bear the cost without reimbursement. Travel may be included in each Job Order, where appropriate.
 - d. The Agency ordering the Work shall pay expenses for authorized travel for the contractor and/or their representative(s) in accordance with USPS Handbook F-15, included by reference.
 - e. Vehicle mileage rate shall be reimbursed at the Standard Mileage Rate as published by the IRS. The rate paid will be the rate that is current at the time the Work is performed.

f. Travel costs shall be included in the Contractor's Price Proposal via the Reimbursable Fees task as found in the Construction Task Catalog®. The Contractor's Adjustment Factors will <u>not</u> be applied to any travel costs

3 LOCAL VENDOR UTILIZATION:

3.1 Ensuring local businesses are used is a top priority for the City. Local businesses are considered those businesses residing in DuPage and Will Counties. The Contractor shall follow its submitted Local Business Utilization Plan. Adherence to the local business utilization plan is a standard of performance and failure to adhere to the plan during the course of the Contract will be considered an event of default.

JOC Supplemental Conditions

1. DEFINITIONS

- 1.1. **Adjustment Factor** A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Agency** Shall mean any local unit of government, not-for-profit businesses and any other applicable entity that can purchase Work under this contract. The agency become the Owner during executing of the Work.
- 1.3. **Base Term** Shall mean the initial period of the Contract and does not include any Option Years.
- 1.4. City of Naperville Projects Those projects procured by any department the City of Naperville is responsible for procuring Work, including Naper Settlement; it is also known as "City"
- 1.5. Construction Task Catalog® A published list of Prepriced Tasks.
- 1.6. **Detailed Scope of Work** A document setting forth the work the Contractor is obligated to complete for a particular Job Order. It will often be in the form of an attachment or appendix.
- 1.7. **Estimated Annual Value** An estimate of the value of Job Orders that could be issued to the Contractor each year.
- 1.8. ezIQC® Projects Those projects procured by an entity other than the City of Naperville.
- 1.9. **Job Order** A written order issued by the Owner requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.
- 1.10. **Job Order Completion Time** The time within which the Contractor must complete the Detailed Scope of Work.
- 1.11. **Job Order Price** The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- 1.12. **Job Order Proposal** A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.
- 1.13. **Joint Scope Meeting** A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- 1.14. **Estimated Contract Value** The estimated value of Job Orders that the Contractor may receive under this Contract.

- 1.15. Non-Prepriced Task A task that is not set forth in the Construction Task Catalog®.
- 1.16. **Normal Working Hours** Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for Owner holidays.
- 1.17. **Option Term** shall mean the additional terms of the Contract beyond the Base Term. An Option Term extends the time of the Contract.
- 1.18. **Other Than Normal Working Hours** Includes the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.
- 1.19. **Owner** The Owner for a Job Order refers to either the City of Naperville or another entity procuring work through the ezlQC® component of the Contract.
- 1.20. **Owner's Representative** shall mean the Architect, Project Manager, Construction Manager, Inspector and/or any person designated b the Agency procuring the work.
- 1.21. **Prepriced Task** A task set forth in the Construction Task Catalog[®], which includes a description of the task, a unit of measure, and a unit price.
- 1.22. **Price Proposal** A price proposal prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.
- 1.23. **Project** The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.
- 1.24. **Request for Design** the written request for the Contractor to provide stamped A/E Design and/or stamped drawings for a specific Job Order. It is also known as an RFD.
- 1.25. **Request for Proposal** A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.26. **Site** shall mean the location or facility at which the Work will be performed, It is also known as the Project Site or Job Site.
- 1.27. **Six County Area** Includes the counties of DuPage, Will, Cook, Lake, McHenry, and Kane.
- 1.28. **Subcontractor** Shall mean any person or entity with whom the Contractor contracts to perform any part of the Detailed Scope of Work for a Job Order, including subcontractors or material suppliers of any tier.
- 1.29. **Supplemental Job Order** A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
- 1.30. **Unit Price** The unit price published in the Construction Task Catalog® for a Prepriced Task.

2. INITIATION OF A JOB ORDER

- 2.1. As the need exists, the Owner will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 2.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
 - 2.2.1. the general scope of the work;
 - 2.2.2. alternatives for performing the work and value engineering;
 - 2.2.3. access to the site and protocol for admission;
 - 2.2.4. hours of operation;
 - 2.2.5. staging area;
 - 2.2.6. requirements for catalog cuts, technical data, samples and shop drawings;
 - 2.2.7. requirements for professional services, sketches, drawings, and specifications;
 - 2.2.8. construction duration;
 - 2.2.9. liquidated damages;
 - 2.2.10. the presence of hazardous materials;
 - 2.2.11. date on which the Job Order Proposal is due.
- 2.3. Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 2.4. The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

3. Issuance of the Request for Design (RFD)

- 3.1. Upon completion of the Joint Scope Meeting, the Owner may issue a Request for Design (RFD) depending on the nature of the project.
- 3.2. When the Owner issues an RFD, the Contractor shall submit the names for all A/E firms within 7 days of receiving the Owner's RFD. Prior to preparing a design, the Contractor shall submit to the Owner a copy of the A/E invoice as the backup for payment of A/E services.
- 3.3. When the Owner issues an RFD, the Contractor shall be compensated for the cost of the A/E through the reimbursable fee work task in the Construction Task Catalog®. The quantity for the reimbursable fee work task shall be equal to the amount on the A/E's invoice.
- 3.4. Preparation of the Design: A Request for Design may be sent to the Contractor where the need exists for the Contractor to prepare Drawings prior to the issuance of the RFP. The Design requirements will be established in the RFD and the Contractor shall submit an A/E firm(s) for the Owner's approval prior to commencing the design. Full service firms are desired, but under no circumstances is the Contractor to be the "lead" firm for A/E design work.
- 3.5. Preliminary drawings are due on the date indicated on the RFD, and once final drawings are approved by the Owner, the issuance of an RFPP shall be the Contractor's notification that final design drawings are to be approved and an initial Price Proposal developed.
- 3.6. Due Date for Design: For most Job Orders, the RFD due date shall be fourteen to twenty-one calendar days after receipt of the Owner's RFD. The Contractor must request an extension of the RFD due date in writing to the Owner three (3) days prior to the due date, or it is expected that the due date will be met. Failure to meet due dates, consistent rejection of inadequate design submissions, or continual tardiness on design delivery at any stage without advance notification may constitute default of the Contract. The design shall conform to the RFD and Owner's Design Standards.

4. PREPARATION OF THE JOB ORDER PROPOSAL

- 4.1. The Contractor's Job Order Proposal shall include, at a minimum:
 - 4.1.1. Job Order Price Proposal;
 - 4.1.2. Required drawings or sketches;
 - 4.1.3. List of anticipated Subcontractors;
 - 4.1.4. Construction schedule;
 - 4.1.5. Other requested documents.

- 4.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 4.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 4.4. The Contractor will prepare Job Order Price Proposals in accordance with the following:
 - 4.4.1. Pre-priced Task: A task described in, and for which a unit price is set forth in, the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
 - 4.4.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog[®].
 - 4.4.3. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - 4.4.3.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - 4.4.3.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog[®]. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Owner's approval. If approved, less than three quotes or bids will be allowed.
 - 4.4.3.3. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:
 - A = Hourly Labor Rate (for Trades not in the Construction Task Catalog®) x the Quantity required
 - **B** = Direct Material Costs (supported by three quotes)
 - C = Direct Equipment Costs (for Equipment not in the Construction Task Catalog®) x the Quantity required
 - **D** = Subcontractor Costs (supported by three quotes)

- E = Allowable Overhead and Profit = (A + B + C) x 15%
- F = Subcontractor Allowance = D x 10%

Total Cost of Non Pre-Priced Task = A + B + C + D + E + F

<u>For Non Pre-priced Tasks Performed with Contractor's</u> own forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog[®] multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for Non Pre-priced Tasks performed with Contractor's own forces = (A+B+C) x Non Pre-priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by subcontractors:

If the Non Pre-priced Task will be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three subcontractor quotes

Total for Non Pre-priced Tasks performed by subcontractors = D x Non Pre-priced Task Adjustment Factor

- 4.4.3.4. After a Non Pre-priced Task has been approved by the Owner, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 4.4.3.5. The Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 4.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and

material to perform such task, the Owner may permit the Contractor to be paid for such task as a Non Pre- priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.

- 4.6. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable fee work task. The cost of expediting services or equipment use fees are not reimbursable.
- 4.7. The adjustment for reimbursable fee work tasks on City of Naperville Projects is 1.0526. The adjustment for reimbursable fee work tasks on ezIQC® Projects is 1.0667.
- 4.8. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 4.9. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 4.10. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 4.11. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

5. REVIEW OF THE JOB ORDER PROPOSAL AND ISSUANCE OF THE JOB ORDER

- 5.1. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- 5.2. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the

Contractor that:

- 5.2.1. Will constitute or create a hazard to the work, or to persons or property;
- 5.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
- 5.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 5.3. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
- 5.4. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre- Priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.
- 5.5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
- 5.6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Job Order Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

6. CHANGES IN THE WORK

- 6.1. The Owner, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- 6.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- 6.3. Price Proposals for Supplemental Job Orders shall include credits for deleted

Prepriced Tasks and Non-Prepriced Tasks. The value of those credits shall be equal to the value of the Tasks as they appeared in the approved Price Proposal for the original Job Order.

7. LIQUIDATED DAMAGES

7.1. At the sole discretion of the Owner, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.

Value of Job Order	Liquidated Damages
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

8. ENR CCI ADJUSTMENT OF THE ADJUSTMENT FACTORS

- 8.1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the Owner and to Gordian. In the event the Contractor fails to deliver the request timely, then the Owner shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the Owner. Thereafter, the Contractor's Normal Working Hours and Other than Normal Hours Adjustment Factors will be adjusted according to the following:
 - 8.1.1. A Base Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the City of Chicago (published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
 - 8.1.2. A Current Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the average of the City of Chicago published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
 - 8.1.3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.

- 8.1.4. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months. The maximum increase shall be limited to 3% per year.
- 8.1.5. Averages shall be obtained by summing the 12 month indices and dividing by 12.
- 8.1.6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
- 8.1.7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
- 8.1.8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- 8.2. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- 8.3. Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.
- 8.4. The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

9. JOC SYSTEM LICENSE FEE

The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution includes Gordian's proprietary Gordian Cloud and Bid Safe® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement to obtain access to the Gordian JOC Solution. For City of Naperville Projects, the Contractor shall pay a 5% JOC System License Fee of all Job Orders issued in connection with this Contract. The JOC System License fee is to be included in the Contractor's proposed Adjustment Factors for City of Naperville Projects. If the JOC System License Fee changes during the course of the Contract, the Contractor's Adjustment Factors for City of Naperville Projects will be adjusted accordingly.

10. ORDER OF PRECEDENCE

In the event of conflicting provisions within the Contract Documents, the JOC Supplemental Conditions shall take precedence.

11. THE CONSTRUCTION TASK CATALOG®

The Construction Task Catalog® is part of the Contract Documents and included by reference. The Construction Task Catalog® is available as a separate PDF document.

12. THE TECHNICAL SPECIFICATIONS

The Technical Specifications are part of the Contract Documents and included by reference. The Technical Specifications are available as a separate PDF document.

13. FEDERALLY FUNDED WORK

- a. Wages for Federally Funded Work
 - i. Federal funds may be used on some Job Orders under this Contract. When Federal funds are used, the Contractor must pay the wage rates established by the U.S. Secretary of Labor in accordance with the stipulations contained in the Davis-Bacon Act, as amended, and have been established as being the rates for the corresponding classes of workmen employed for projects of a similar character in the locality where the Work is to be performed. The Minimum Wage Rates and Building Wage Determination apply to most Job Orders that are funded in any part by Federal Funds. The Contractor shall be notified by the Owner during the Joint Scope Meeting should Work be required that falls under the Minimum Wage Rates or a different wage determination. Other wage determinations can be found at http://www.gpo.gov/davisbacon/.
 - ii. The Contractor shall pay wages and fringe benefits at rates not less than those stipulated for each listed trade. A mistake in the indicated wages and fringe benefits will not entitle the Contractor to cancel the Work, to increase the Adjustment Factors, Job Order Amount, or to additional payments and recoveries.
- b. Federal Disadvantaged Business Enterprise ("DBE") requirements may be established for various projects. DBE requirements will be assigned on a Job Order-by-Job Order basis.
- c. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act
 - i. The Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability if qualified. The Contractor shall take affirmative action to ensure that applicants are employed, and that

employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the Contract, and may result in the termination of this Contract or such other remedy as the Owner deems appropriate.

- ii. The Contractor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.
- iii. The Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, the Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- iv. Miscellaneous Other Applicable Laws Rules and Regulations

On Job Orders funded directly by or assisted in whole or in part by and through the Federal Government, the Contractor shall comply with the following:

- The Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- 2. The "Anti-Kickback" Act of 1986 (41 U.S.C. Section 51 et seq.).
- 3. Sections 103 and 107 of the Contact Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- 4. The Federal Fair Labor Standards Act (29 U.S.C. Section 201 et seq.).

- 5. All other applicable Federal laws, rules and regulations, including but not limited to:
 - a. The Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.);
 - b. The Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.);
 - c. The Clean Water Act (33 U.S.C. 1368 et seq.);
 - d. The Clean Air Act, as amended (42 U.S.C. 7401 et seq.); and
 - e. The Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962).
- d. American Reinvestment and Recovery Act of 2009; Pub. L. 111-5 ("ARRA")
 - i. ARRA funds may be used on some Job Orders under this Contract. The Contractor shall be notified by the Owner during the Joint Scope Meeting should Work be required that falls under the requirements of the ARRA. In addition to the provisions above regarding Federally funded work, the following provisions shall also apply to Job Orders funded with ARRA funds.
 - ii. In accordance with ARRA Section 1604, no funds made available for a Job Order funded with ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - iii. Use of American Iron, Steel, and Manufactured Goods In accordance with ARRA Section 1605, neither the Contractor or its Subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States. This requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA Section 1605, and the head of the Federal department or agency, or his designee, involved finds that:
 - 1. This requirement would be inconsistent with the public interest;
 - 2. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - 3. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
 - iv. Whistleblower Protection The Contractor agrees to comply with ARRA Section 1553, which states: An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure

made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of— (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The Contractor further agrees that it and its Subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

- v. The Contractor agrees to comply with ARRA Section 902, which states that the United States Comptroller General and his representatives are authorized:
 - To examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract and
 - 2. To interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

The Contractor agrees that nothing in ARRA Section 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

- vi. The Contractor agrees to comply with ARRA Section 1515, which provides that any representative of the Inspector General has the authority
 - 1. To examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant and
 - 2. To interview any officer or employee of the contractor, grantee, subgrantee or agency regarding such transactions.

The Contractor agrees that nothing set forth in ARRA Section 1515 shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

- vii. The Contractor agrees to comply with ARRA Section 1609. All recipients must comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended, (42 U.S.C. 4371 et seq.), 40 CFR parts 1500 through 1508 and any State or local government requirements that implement NEPA. The recipient must follow the reporting instructions that will be provided online at www.FederalReporting.gov with respect to compliance with NEPA requirements and documentation for affected projects.
- viii. The Owner shall have access to ARRA records and employee information as necessary to conduct audits related to ARRA oversight. The Contractor agrees that the Owner, or any of its duly authorized representatives, at any time during the term of the Job Order Contract, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor related to the Contractor's charges and performance under A Job Order. Such records shall be kept by the Contractor for a period of three (3) years after final payment under each Job order, unless the Owner authorizes their earlier disposition. The Contractor agrees to refund to the Owner any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
- ix. The Contractor is required to provide to the Owner their unique Dun and Bradstreet "data universal numbering system" DUNS number prior to start of any Job Order that is funded wholly or in part with ARRA funds. Registration is free and be accessed at http://fedgov.dnb.com/webform.
- x. The Contractor agrees that it shall include these terms and conditions, including this requirement, in any of its subcontracts in connection with Job Orders funded in whole or in part with funds available under the ARRA.

CITY OF NAPERVILLE NAPERVILLE, ILLINOIS

BID 199-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #1

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: If a vendor has General Liability and Auto Liability policies that do not meet the minimum requirements, can the Umbrella policy be used to meet these requirements? Example: General Liability with \$1M each occurrence and \$2M general aggregate, Auto Liability with \$1M combined single limit and Umbrella with \$25M each occurrence/aggregate.

ANSWER: Yes, the portion of the Umbrella policy that is in excess of the \$2M required for each occurrence and aggregate can be used to meet the General Liability and Auto Liability requirements. For the example provided, there is \$23M of the Umbrella policy that can be used.

QUESTION: What does the vendor have to submit with the bid response to demonstrate they meet the insurance requirements?

ANSWER: The bid response due on Tuesday, December 10, 2019 by 2:00 p.m. does not require a bidder to submit materials that demonstrate that the vendor meets the insurance requirements. It is expected that the vendor identified as the lowest responsive and responsible bidder will meet the requirements or they will be determined to be non-responsible and not recommended for award.

Bidders shall acknowledge this Addendum #1 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager November 18, 2019

CITY OF NAPERVILLE NAPERVILLE, ILLINOIS

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #2

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: The bid document states that the bid bond is \$25,000. What will be the amount of the performance and payment bonds?

ANSWER: See Section 8 (Performance Bond and Payment Bond) of the Instructions to Bidders:

- 8.1 Within ten (10) calendar days of acceptance of the Bidder's bid by the City, the Bidder must supply a Performance Bond and a Labor and Materials Bond in the amount of \$1,000,000 to bond City of Naperville Projects. The surety company must be licensed to do business in the state of Illinois. In the event that the parties agree to exercise an option period or the cumulative amount of work exceeds the amount of bonds submitted, the Bidder shall deliver a new Performance Bond and Labor and Materials Bond in \$1,000,000 increments.
- 8.2In the event that the proposer fails to furnish the above mentioned bonds within ten (10) calendar days after acceptance of proposal by the City, then the bid bond of the Bidder shall be retained by the City as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the proposer's failure to furnish said bonds.
- 8.3For ezIQC® Projects, the Bidder will provide a payment bond and/or performance bond per Project equal to 100% of the Job Order Price.
- 8.4The cost of all bonds for City of Naperville Projects and for ezIQC® Projects shall be included in the Adjustment Factors.

Bidders shall acknowledge this Addendum #2 in the Offer to Contract.

Attachments:

• n/a

Kim Schmidt Procurement Manager 11/18/19

CITY OF NAPERVILLE NAPERVILLE, ILLINOIS

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #3

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: How many vendors does the City intend to award the JOC contract?

ANSWER: It is the City's intention to award the contract to one vendor. However, the City reserves the right to make additional awards.

QUESTION: Can you please provide the adjustment factors vendors submitted with the previous RFP?

ANSWER: Below is a table showing the adjustment factors submitted by the shortlisted vendors for Contract 11-082:

Vendor	Normal Working Hours	Accelerated Schedule	Non Pre- Priced Adjustment Factor	Calculated Cost
FH Paschen	0.9800	1.0000	1.0500	\$998,000
Paul Borg	0.9600	0.9800	1.0600	\$984,000
KR Miller	1.1325	1.1750	1.1500	\$1,144,500

Contract 11-082, Job Order Contract, was conducted as a Request for Proposals (RFP). Per the RFP document, the proposer with the lowest quality adjusted cost was recommended for award. Although Paul Borg submitted the lowest adjustment factors, FH Paschen was recommended for and awarded Contract 11-082 because it had the lowest quality adjusted cost as shown in the table below:

	Qualification		Quality Adjusted
Vendor	Score	Calculated Cost	Cost
FH Paschen	75.4	\$998,000	\$1,323,607
Paul Borg	70.8	\$984,000	\$1,389,830
KR Miller	64.8	\$1,144,500	\$1,766,203

For this Job Order Contracting Services contract, the City has decided to conduct a bid rather than an RFP. Award will be recommended to the responsible bidder submitting the lowest responsive bid.

QUESTION: The City's portion of the work is estimated to be \$1M annually. What is the estimated value of the other communities.

ANSWER: Since the contract began on June 9, 2011, the total annual value of non-Naperville projects has ranged from \$1.1M to \$6.1M. In 2019, approximately \$950,000 has been awarded for non-Naperville projects through the end of September.

Bidders shall acknowledge this Addendum #3 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 11/20/19

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #4

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: Is the bid deposit and bid security one in the same. The deposit requires 10% of the bid and the bid security states \$25,000.00 of the total bid.

ANSWER: Yes, they are one in the same. A \$25,000 bid bond is required to be submitted with the bid response; please disregard the 10% bid deposit language.

Bidders shall acknowledge this Addendum #4 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 11/27/19

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #5

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: After looking at the response to Addendum No 3 regarding the previous award, my questions are:

- 1. How do you calculate the qualification score?
- 2. How do you calculate the "Calculated Cost"?
- 3. How do you calculate the "Quality Adjusted Cost"?
- 4. How do you determine the Accelerated Schedule factor?

Are you using all of the above to determine the winner of this BID?

ANSWER: The prior award for Job Order Contracting Services (11-082) was conducted as a Request for Proposals (RFP). This process is not being used for the current procurement (19-013).

19-013 is being conducted as an Invitation for Bids (Bid) rather than an RFP. The City intends to award the bid to the responsible bidder submitting the lowest responsive bid (See Section 7.4 of the Instructions to Bidders on pages 22 and 23 of the bid document).

- <u>Lowest Bid</u>: The bid with the lowest Award Criteria Figure as calculated on the Bid Worksheet.
- Responsive Bid: A bid that conforms to the requirements in the Bid Document in all material respects. The Bid Response section of Appendix C (page 61 of the bid document) identifies the required documents that must be completed and submitted as part of the bid response prior to the bid opening time.
- Responsible Bidder: A bidder who has the capability in all respects to perform fully the contract requirements and possesses integrity and reliability that will ensure good faith performance.

Bidders shall acknowledge this Addendum #5 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 12/3/19

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #6

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: When submitting a bid on Demandstar, the first page has a bid amount line that is required to be filled in. Will this be the Award Criteria Figure as there is no actual dollar value on the bid?

ANSWER: Correct – The calculated Award Criteria Figure from the Bid Worksheet should be entered into the bid amount line when entering your submission in Demandstar.

Bidders shall acknowledge this Addendum #6 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 12/3/19

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #7

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: With respect to references, is it acceptable to list three JOC projects from one JOC Order Contract or are you looking for 3 different jurisdictions? Or can we list one JOC jurisdiction and two non JOC references?

ANSWER: Bidders should provide three references with comparable Job Order Contracting experience in order to best demonstrate that your firm has the capability to perform the contract requirements. The City leaves it up to the bidder's judgement as to how you can best demonstrate your capabilities.

QUESTION: We are aware that you have every intention of awarding one (1) contract for this bid. But we are wondering how many vendors you think you will actually be awarding this contract to. Our company is a small business but has not done maintenance of bridges, streetscape, masonry etc. We mainly do existing interior building renovations and repairs- so my question is, would you think this type of contract would be outside of our scope of services?

ANSWER: Based upon the amount of work the City has historically performed with the JOC contract, we expect to award to one vendor. It is the intention that the awarded vendor will either be able to perform the services or will subcontract them out and act as the general contractor for any subcontracted work. It is also the intention of this contract that it will be a joint purchasing contract and the awarded vendor will have the capacity to provide JOC services to other public entities in the six-county region as well as other public entities throughout the state. The City would look to each vendor to determine if they have the capacity to perform these functions.

Bidders shall acknowledge this Addendum #7 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 12/4/19

Supplemental Specifications

The requirements set forth in these Supplemental Specifications will apply as required by an individual Job Order (sometimes referred to in these Supplemental Conditions as "the Project"). In these Supplemental Conditions, the Owner may also be referred to as "The City."

ARTICLE 1. - TEMPORARY STRUCTURES, SIGNS, FENCES, FIELD OFFICES AND PHONES

- A. <u>Structures</u> As required for individual Job Orders, the Contractor shall construct and maintain, in locations approved by the Owner, all temporary structures, material sheds, storage sheds, or other similar enclosed structures required for the performance of this Contract. All temporary structures are to be removed from the site by the Contractor upon completion of the Project, or sooner, if so requested by Owner.
- B. NOT USED
- C. Construction Fence As required for individual Job Orders, the General Contractor shall furnish, erect and properly maintain a temporary chain link fence, 6'-0" high complete with privacy fabric, man and vehicle gates as appropriate for the project conditions, around entire area of the site, which shall remain in place until such time as directed by the Owner to be removed. The fence shall be located on the Contract Limit Line or where the progress of work dictates.
- D. NOT USED
- E. NOT USED
- F. NOT USED

ARTICLE 2. - TEMPORARY HOISTS, CHUTES, DERRICKS, SCAFFOLD, STAIRS, ETC.

- A. <u>Contractor to Provide</u> The Contractor shall furnish and maintain all equipment such as temporary hoists, chutes, derricks, scaffolds, staging, stairs, ramps, runways, ladders, and similar items required for the proper execution of its work, and shall provide or arrange for the use of such facilities by all subcontractors or trades as required to carry out the work, and shall remove or arrange for the removal of all such items when no longer required.
- B. <u>Legal Requirements</u> All such apparatus, equipment and construction shall meet the requirements of the labor laws and regulations applicable thereto and of the authorities having jurisdiction over same.
- C. Removal of Rubbish No materials, rubbish or debris will be permitted to drop free, but shall be removed by use of the material hoist, rubbish chute (closed, dust-tight type) or other method approved by the Owner. Rubbish shall be removed frequently; daily from the building, weekly from the site.
- D. Protection of the Work No materials will be permitted to be passed through the finished openings of the exterior walls without proper protection of the openings in a manner approved by the Owner. Hoists and chutes shall be so protected as to prevent damage, staining or marring of any permanent work.
- E. <u>Temporary Stairs</u> As required for individual Job Orders, permanent stairs shall be erected as soon as possible and the Contractor shall provide same with temporary protective treads, risers, handrails and shaft protection. The Contractor

- shall provide safe, convenient access from floor to floor as the construction progresses. Permanent ladders and stairs may be used when available, providing same shall be safely prepared for such use. All devices so used shall conform to the Standards prescribed in the Safety Code for the Construction Industry, to OSHA, and such other codes as are applicable.
- F. <u>Temporary Sidewalks The Contractor shall erect temporary sidewalks as required where existing sidewalks are rendered inadequate by work on the Project site. Temporary sidewalks shall be complete with all necessary timber uprights, braces, crossbeams, plank walk, railings and the like, all installed in such manner so as not to interfere with the execution of the work, or safety and convenience of all persons using walks.</u>
- G. <u>Temporary Sidewalk and Materials Bridges</u> The Contractor shall erect temporary sidewalks and materials bridges, if required, where building operations are conducted within 30 feet of public sidewalks in order to provide adequate protection to the public and the Owner during the execution of the work. Construct bridges shall be complete with necessary up-rights, braces, cross beams, plank top and screened guard rails on all sides and ends, and with watertight ceiling, lighting, signs and safety barricades, all in strict accordance with the requirements of local ordinances and regulations.

ARTICLE 3. - TEMPORARY SERVICES (GENERAL)

A. As required for individual Job Orders, the Contractor shall arrange for the furnishing and maintaining of all temporary toilets, water supply, light and power, heating, and local telephone service as required for the proper and expeditious completion of the Project. The Contractor shall provide metering for temporary water and electrical utilities. The Contractor shall make all connections to existing services and sources of supply, shall provide all necessary installations, labor, materials, and the like, in a manner subject to the approval of the Owner, and shall remove the temporary installations and connections when no longer required, or when so directed by the Owner.

ARTICLE 4. - TEMPORARY TOILETS

- A. As required for individual Job Orders, the Contractor shall provide, erect, service and maintain temporary toilets of an approved type at convenient locations on the premises, and through the building as construction progresses, for use by all trades and subcontractors on the Project. The Contractor shall connect same to existing sanitary sewer lines or to the building sanitary sewers as completed. Toilets shall be maintained in a sanitary condition and equipped for the use of all workmen.
- B. When permanent facilities can be provided within the building, the temporary structures and facilities shall be removed and disposed of by the Contractor closing all temporary openings in an acceptable permanent manner. The permanent facilities shall be limited to those directed by the Owner. They shall be serviced regularly and returned to the Owner in first class condition when the project is completed.

ARTICLE 5. - TEMPORARY WATER AND FIRE PROTECTION

- A. As required for individual Job Orders, the Contractor shall provide and pay for the installation, maintenance and removal of a 2-1/2" combination temporary fire protection and service water stand pipe at 1/4 points of the building total of four stand pipes, for use by all trades and subcontractors on the Project. Each stand pipe, at each floor, shall be equipped with 1 1-1/2" valve, 100 ft. of fire hose in an enclosure painted red, plainly marked for fire only, plus two 3/4" hose bibs not enclosed. The fire hose shall be maintained in operable condition at all times and shall be used only for fire protection. Any trades and subcontractors requiring water at points other than those above shall be responsible for, and pay for any extension necessary.
- B. The stand pipes shall be installed as quickly as construction permits and shall be extended floor by floor as the building construction progresses.
- C. In addition to the fire hose, the Contractor shall provide and install one ABC type fire extinguisher and one CO2 type fire extinguisher at each fire hose location. The extinguishers shall be in an enclosure, painted red, and plainly marked for fire only.
- D. In addition to the fire protection described above, wherever and whenever any soldering, cutting, burning or welding operations are in progress or any equipment is in use, or any work is being performed that involves a fire hazard, the Contractor responsible for such operation shall be responsible for maintaining an acceptable fire extinguisher within five feet of such an operation. At all times when any of the previously described operations are being performed that might result in flying sparks, hot slag, etc., the Contractor responsible for the operator's performance shall furnish a fire blanket of sufficient size to prevent the sparks, hot slag, etc., from coming in contact with combustible material. In particular, guard against passing of sparks, heated slag, etc., through pipe sleeves, duct openings, conduit openings or similar apertures by the use of an asbestos blanket.
- E. The Contractor shall pay for all service deposits and water used for construction, and shall furnish and install all materials and equipment necessary for a metered water service, for use by all Contractors on the Project. Further, the Contractor shall fully inform itself as to connection point or points and water pressure available.

ARTICLE 6. - TEMPORARY LIGHT AND POWER

- A. The Contractor shall arrange for all temporary electric light and power for the work of all trades and subcontractors as required throughout the work. The Contractor shall pay all costs for the installation, maintenance and use of equipment for such temporary light and power, including metering of temporary electrical power.
 - 1. The Contractor shall make all necessary arrangements to provide temporary electrical power, to arrange for its distribution, to continue its service throughout construction, to remove same as outlined herein.
 - 2. Electrical power at 120/208/480 volts 3 phase, 4 wire capability may be available within convenient reach of the project.
 - 3. Temporary lighting to comply with applicable federal and state codes shall

be continuously provided in all stairways, corridors, and in all other work areas for all trades and subcontractors on the project. The Contractor shall also provide as needed; area flood lights, guard lights at barricades, obstructions in streets, drives, walks and at all trenches or pits adjacent to public areas within the area of construction by any trades and subcontractors on this project.

- 4. As required for individual Job Orders, the service entrance shall terminate in a minimum of two 400 ampere fused NEMA 3R rain tight main switches. From the service entrance location there shall be a minimum of two 400 ampere feeders to a minimum of two fused distribution panel boards on each floor. Such distribution panel boards shall be located at third points of the building and shall contain proper fusing for all temporary wiring extensions. Transformers required for the service outlined shall be provided as a part of the service entrance.
- 5. Temporary distribution from these panels shall provide single phase, 120 volt, 20 ampere service to outlets within 50 feet of any portion of the building, and a single phase, 208 volts, for a 10 horsepower maximum capacity within 200 feet of any portion of the building. Outlets and bulbs shall be provided by the Contractor to produce not less than 1/5 watt per square foot of floor area throughout the building.
- 6. All temporary wiring shall include a green equipment grounding conductor and the entire temporary system shall have equipment grounding continuity. All outlets for the connection of portable electrical equipment shall be of the grounding type. All elements of the temporary electric service shall conform to the regulations of the National Electric Code, the National Electric Safety Code, the Safety Code for the Construction Industry, and O.S.H.A., which shall include such ground fault service as required to protect operating personnel.
- 7. All trades and subcontractors shall furnish any necessary wiring and extension cords to reach from the nearest outlet to his point of operation. All such devices shall conform to the above provisions or be rejected for use by the Owner.
- 8. No permanent power from permanent sources shall be used without the Owner's written permission indicating the conditions whereby it may be used. Consideration will not be given for the use of lights, wiring devices or other electric equipment until the building is in the finishing stages or unless it is in the Owner's interests.
- 9. The Contractor shall maintain strict supervision over the use of the temporary electric service and shall be responsible for damages caused by misuse of same. Violation of safe practices, abuse of the service, or failure to conform to the above standards shall be sufficient cause for the Owner to take such action as will correct the condition.
- 10. Upon completion of the Project or when directed by the Owner, all temporary light and power equipment shall be removed by the Contractor.

ARTICLE 7. - TEMPORARY HEATING

- A. As required for individual Job Orders, the Contractor shall be responsible for furnishing and installing and subsequent removal of a temporary heating system, for use by all trades and subcontractors on this Project, within the new building as weather and construction conditions demand, and as required for the installation of any material or for working conditions required by any trade or trades within the building. Temporary heat shall be provided to prevent freezing within the building, to provide suitable working conditions, to assure progress of the operation within the established schedule time, and to conform to specific requirements of the Contract Documents. In areas where finishing trades are working or have completed their work, temporary heat shall be maintained at a uniform temperature of 70° F., (-10°) until the completion of the Project.
- B. The Contractor shall provide for all materials, labor, water, tools, electric wiring, fuel, and electric power, operating services and any items incidental and required for a complete and operable system of temporary heat, so long as <u>any</u> system of temporary heat is in operation and required by any trade or crafts within the building.
- C. As required for individual Job Orders, the Contractor shall maintain a system of temporary heat until total completion and final acceptance by the Owner, even though the Owner may occupy the building in part or in total.
- D. Equipment shall be oil or gas fired, electric blower operated, and shall not require a vent from the heated space. Open flame type units similar to Salamanders shall not be used.
- E. All spaces where temporary heat is required shall be maintained at a minimum of 50° F. during working hours and at a minimum of 40° F. during non-working hours, or as required for building construction or any trade requirements. Also, for a minimum of seven days prior to any interior finishing, (wood, painting, varnishing, resilient tile, acoustical ceilings, etc.), and until final acceptance by Owner or during partial occupancy by Owner, spaces shall be maintained according to design conditions on a 24 hour, 7 days basis.
- None of the permanent heating systems nor any of their component parts shall be available for temporary heat until the building is in the finishing stages, (finish painting, varnishing, paneling, wood, resilient tile, acoustical ceiling, etc.). The permanent heating system must be completely installed as designed when used to supply temporary heat; this shall include permanent wiring connections to a permanent power source. The Contractor shall make its request, in writing, to the Owner to use the permanent heating systems. The Owner shall be the sole judge of building conditions and heating system conditions concerning the permission to use the permanent heating systems for supplying temporary heat.
- G. The Contractor shall be responsible for all phases of operation, maintenance, and items of like nature during the time the permanent system is used to furnish temporary heat. The Contractor shall assume all responsibility of coordination among other trades and subcontractors concerning the installation of their permanent systems for use for temporary heat and extension of the warmth. Warranties on the permanent system shall start at the time of substantial completion.

H. At the termination of the use of the permanent systems as a temporary heating system, the systems shall be cleaned, equipped with new filters, equipped with new belts if required, etc., and any damage repaired or replaced at the expense of the Contractor.

ARTICLE 8. - TEMPORARY USE OF ELEVATORS

- A. <u>Temporary Use</u> The Contractor may arrange for the temporary use of elevators by all trades and subcontractors, if required, during the construction period, to transport equipment and materials only during the finishing stages of the Project.
- B. <u>Temporary Cars</u> The Contractor shall furnish the required cars with car switch, gate contact, and all necessary operating and safety devices, city and state tests and certificates.
- C. <u>Temporary Cab Enclosures, Etc.</u> The Contractor shall provide the required cab enclosures, temporary hoistway entrances and hoistway doors, temporary protection of hoistway openings, protection of permanent hoistway entrances or other installed finished work, and such other items as are necessary to permit temporary operation in accordance with local, state and national codes. The Contractor shall provide all necessary maintenance of the elevators during the period of temporary operation. The Contractor shall restore elevators to their original perfect condition and furnish guarantee as specified. All costs in connection with operation of the temporary elevators shall be paid by the Contractor. The Contractor shall extend all guarantees and warranties for two (2) years from date of acceptance of the Project by the Owner.

ARTICLE 9. - TEMPORARY ENCLOSURES AND VENTILATION

A. As required for individual Job Orders, the Contractor shall provide temporary enclosures for all exterior openings, as soon as the building structure is erected and otherwise made weather-tight, or whenever necessary in order to provide suitable working conditions within the building. The Contractor shall provide suitable means for ventilation of the building and to permit the exit of water vapor from the building at all times. The permanent door enclosures shall not be used as temporary enclosures, but temporary doors with proper hardware to make them self-closing shall be provided.

ARTICLE 10. - PROTECTIVE COVERINGS AND MEASURES

- A. <u>Finished Surfaces</u> The Contractor shall protect all finished surfaces, including the jambs and soffits of all openings used as passageways or through which materials are handled, against any possible damage resulting from the conduct of work by all trades and subcontractors.
 - 1. The finished surfaces shall be clean and not marred upon delivery of the project to the Owner. The Contractor shall, without extra compensation, replace, repair or refinish (as determined by the Owner) all such spaces where painted or finished surfaces prove to have been inadequately protected and are damaged.

- B. <u>Materials Stored on Finished Surfaces</u> The Contractor shall provide tight, non-staining wood sheathing under any materials that are stored on finished surfaces and shall provide planking on finished surfaces before moving any materials over those finished areas.
- C. Roof and Waterproof Surfaces Roof and waterproof surfaces shall not be subjected to traffic nor shall they be used for storage of material. Where some activity must take place in order to carry out the Work, adequate protection, subject to approval by the Owner, shall be provided by the Contractor.
- D. <u>Glass</u> All glass shall be protected and kept clean during the entire construction period by the Contractor. All damaged, etched, defaced or broken glass shall be replaced at the Contractor's expense.

ARTICLE 11. - TEMPORARY MATERIAL STORAGE

- A. The Contractor shall be responsible for and shall cooperate with other trades and subcontractors requiring storage at the site.
- B. All trades and subcontractors on all Projects shall be restricted to the "Contract Limit Lines" of the construction site and/or to any additional area as shown on the Site Plan for individual Job Orders. The Contractor shall verify locations with the Owner prior to storing any materials.
- C. All trades and subcontractors on all Projects shall confine equipment, storage of materials, and the operations of workmen to limits indicated on the drawings or by the Owner. Any area indicated on drawings or designated elsewhere by the Owner for storage of materials shall be returned to its original condition upon completion of the project at no cost to the Owner.
- D. Should additional area be required, it will be at the Contractor's expense; not on City property and no provisions can be made for acknowledging such stored materials for monthly payment on materials.

ARTICLE 12. - EXISTING UTILITIES

- A. <u>Notification of Utility Companies</u> The Contractor, in accordance with local laws and ordinances, shall notify appropriate utilities, with copy to the Owner, not less than 48 hours in advance of any excavation or work in, around or on utility lines.
- B. Protection and Maintenance of Existing Utilities Existing utilities that may be indicated are shown in their approximate locations from available information. The Contractor shall ascertain exact locations of utilities that may be affected by the work of all Contractors on the Project, and shall be responsible for the protection and maintenance of such utilities, and shall be responsible for any damage or injury that may result from working on or near these utilities.
- C. <u>Utilities Not Indicated</u> If existing utilities are encountered which are not indicated on the drawings, the Contractor shall protect such utilities and notify the Owner of their presence. If any such utilities not indicated on the drawings which are to remain in service are damaged by any of the trades and subcontractors, the Contractor shall take such action as reasonably required to minimize the damage and shall promptly restore the system to operating condition.

ARTICLE 13. - SUBSURFACE CONDITIONS

- A. Boring information, water levels, indications of surface and subsurface conditions and similar information given on the drawings or in the specifications are furnished only for the convenience of the Contractor, trades and subcontractors. Logs of available subsurface explorations, borings and drawings of existing site conditions may be examined by arrangement with the Owner. The Owner and its Consultants, if any, make no representation regarding the character and extent of the soil data or other surface or subsurface data and conditions to be encountered during the work and assume no responsibility and make no guarantee as to the accuracy or completeness of the information.
- B. The Contractor by careful examination, shall inform itself as to the nature and location of the Work, the conformation of the ground, subsoil and ground water conditions, the character, quality and quantity of the materials to be encountered, the character of equipment and the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work for any Project under this Contract. The Contractor shall make its own deductions of surface and subsurface conditions which may affect methods or cost of construction of the Work of its Contract and the Contractor agrees that it will make no claim for damages or other compensation, should he encounter conditions during the progress of the work different from those as calculated and/or anticipated by him.

ARTICLE 14. - TEMPORARY ACCESS TO SITE AND PARKING

- A. Existing Roadways, Temporary Roadways and Parking Areas
 - Access to the Project site shall be identified on a Job Order-by-Job Order basis. Parking of cars shall be restricted to the limits of the site or on streets where public parking is permitted. Parking of cars will not be permitted on other parking lots, drives or roads of academic or residential buildings.
 - 2. As required for individual Job Orders, the Contractor shall provide access to the building by temporary roads and walks in the area indicated by the Owner. The Contractor shall maintain the temporary roads and walks in continuous serviceable and clean condition throughout the course of the Project. The main roads must remain open to vehicle and pedestrian traffic at all times. Materials so used for the temporary roads and walks shall be removed from the site, and the location of same shall revert to the schedule of construction in such a manner as may provide for completion of the work on schedule, unless same are a portion of the permanent construction and completed later.
 - The Contractor shall keep adjacent city streets free from mud or debris deposited thereon as a result of operations for all Projects under this Contract. The Contractor shall maintain and restore such streets to their original condition.
 - 4. Owner will notify Contractor if there is no Project-related parking available on near the Project Site. In that event, locating and payment for parking in areas generally available to the public will be the responsibility of the Contractor.

ARTICLE 15. - SITE DRAINAGE

A. <u>Contractor's Responsibility</u> – As required for individual Job Orders, the Contractor shall take over the responsibility for site drainage upon entering the premises and shall maintain such drainage during the life of the Project in a manner approved by the Owner and so as not to adversely affect the construction, the building during various stages and the adjacent areas.

ARTICLE 16. – PUMPING

A: Pumping – As required for individual Job Orders, the Contractor shall, during the progress of the Work of, provide and maintain all required pumps, suction and discharge lines, power, etc., in sufficient number, capacity, and configurations to keep all excavations, pits, trenches, footings, foundations, and the entire property area free from accumulation of water from any source whatsoever, and also keep the building dry and free of water, at all times and under any and all circumstances and contingencies that may arise.

ARTICLE 17. - ELECTRONIC CAD FILES & AS-BUILT FIELD DATA

- A. As required for individual Job Orders, the Contractor shall keep at the Project site a complete set of full size blueline prints of the drawings, reproduced at Contractor's expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:
 - 1. The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
 - 2. The locations and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
 - 3. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.
 - 4. Correct elevations if changes were made in site grading from the contract plans.
 - 5. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
 - 6. The topography and grades of all drainage installed or affected as part of the project construction.
 - 7. All changes or modifications from the original design and from the final inspection.
 - 8. Where the drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option

- not used shall be deleted.
- These deviations shall be shown in the same general detail utilized in the contract drawings. Markings of the prints shall be pursued continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked data shall be referred to and marked as "As-Built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the Owner's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the Owner or the Owner's representative, if any, and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

B. Submittal of the As-Built Field Data

- The As-Built Field Data (one set of scanned tif files from each sheet of the original paper mark-up as-builts, *see below for tif file format info., 4 sets of hardcopy drawings from CAD as-builts, 1 set of CAD files and one set of pdf files created for each sheet of the CAD as-builts) shall be submitted to the Owner or the Owner's representative, if any, for review and Substantial Completion will not be granted until these items are received and approved by the City. CAD drawings are to be made complying with the current City's CAD standards.** If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings to to Owner or the Owner representative, if any, within 10 calendar days of receipt.
- 2. As required for individual Job Orders, the Contractor shall work with to Owner or the Owner's representative, if any, regarding the project CADD drawings; either to utilize these CADD files to produce record drawings, or pay to Owner or the Owner's representative, if any, to produce the project As-Built CADD files. For City designed projects, coordinate with the City to determine if the City will produce the CADD as-builts, and if so then what allowance will be given for this from the Contractor.
- *Scanned tif files for each sheet of the original paper mark-up sets should be submitted in the following format:
- 400dpi TIFF / CCITT Group 4 format (black and white), each scanned tif file should be named the same as the drawing sheet number.
- **The City has adopted the National CAD Standards. The Contractor may purchase a copy of the National CAD Standards from this web site: https://www.nationalcadstandard.org/ncs6/ to learn more about it.

ARTICLE 18. - MAINTENANCE AND OPERATING INSTRUCTIONS

A. <u>Maintenance Instructions</u> — The Contractor shall orient and instruct the maintenance personnel designated by the Owner in the operation of all equipment installed by the Contractor.

B. Catalogs, Operating Instructions, Parts, etc. – As required for individual Job Orders, the Contractor shall furnish to the Owner three (3) complete sets of printed Maintenance and Operating Instructions and parts lists for all operating, general, mechanical, electrical, and control equipment and all other manufactured items installed by the Contractor. The operating instructions shall integrate each piece of equipment in any one system in to a numbered step by step sequence of operation. The parts listed shall consist of exploded views or parts listing, with all component parts numbered, for each piece of operating or expandable equipment. These operating instructions and parts lists must be furnished to the Owner prior to the time when the equipment is checked out and turned over to the Owner for operation or before the final payment on the Contract will be processed.

ARTICLE 19. - CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT

A. The Contractor, trades, and subcontractors, manufacturers and suppliers furnishing materials and equipment shall identify, ship, address, consign, etc., all such materials and equipment to the Contractor by giving the name of the Contractor, name of the Project, the street or post office address and the city and under no circumstances may shipments be directed to, or in care of The City. It shall be the sole responsibility of the Contractor, trades, and subcontractors to observe this requirement, and failure to do so shall in no way be construed as a justifiable construction delay.

ARTICLE 20. - OWNER FURNISHED MATERIALS AND EQUIPMENT

- A. Owner's Equipment The Contractor or its trade and subcontractors shall permit the Owner to place and install equipment in accordance with a mutually-agreeable schedule before the completion of its work. The placing and installation of equipment shall not in any way be construed as evidence of the completion or acceptance of the work or any portion thereof.
- B. Owner Furnished Materials and Equipment Such equipment or materials noted, indicated or scheduled to be furnished by the Owner and installed by the Contractor shall be carefully examined by the Contractor immediately after delivery to the site, and any and all conditions which would prohibit the proper installation or operation of this equipment shall be noted and the Owner informed thereof before acceptance of the materials or equipment for installation. The Contractor shall assume responsibility for such equipment and materials upon receipt thereof, and shall pay for any damage occurring after delivery.

ARTICLE 21. - LABOR CONDITIONS

- A. The Contractor shall take all steps necessary to avoid any labor disputes or jurisdictional disputes, and strikes or delays resulting therefrom.
- B. The Contractor shall install in the Work, and use in the prosecution of the Work, only such materials, equipment and appliances as are produced and installed or applied without involvement in labor jurisdictional disputes, infractions or interferences, and strikes or delays resulting therefrom.

C. The Contractor shall take all necessary steps to insure labor harmony on the Project and to perform work in accordance with federal, state and local labor regulations. No extra payment shall be due for doing work under this provision, or for delays or damages for failure to observe such requirements.

ARTICLE 22. - CONSTRUCTION LOADS ON BUILDING STRUCTURES

A. The structure in or on which an individual Job Order is undertaken is designed to support only the loads of the finished building. No provision is included for stresses or loads imposed by construction operations. It is the Contractor's responsibility to determine whether or not the loads required for completion of the Work can be supported by the existing structure or if additional supports are required. It is the Contractor's responsibility to submit drawings and calculations prepared by, and bearing the seal of a Professional Engineer of the proposed method for supporting such loads for the Owner's review and approval. No loading of any kind in excess of design loads shall be placed on any part of the building structure prior to Owner's approval of submitted drawings and calculations.

ARTICLE 23. - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of these non-discrimination provisions.
 - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on the behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability.
 - 3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order #11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for

- employment.
- 4. The Contractor will comply with all provisions of Executive Order #11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5. The Contractor will furnish all information and reports required by Executive Order #11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6. In the event of the Contractor's non-compliance with the Equal Opportunity conditions of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures, authorized in Executive Order #11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- B. The Contractor will include verbatim all of paragraphs 1 thru 6 inclusive of this Article in every subcontractor purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order # 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the appropriate agency of the Federal Government, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- C. Exempted from the above Equal Employment Opportunity conditions are construction contracts and subcontracts not exceeding \$10,000, suppliers, contracts, and material and equipment contracts not exceeding \$10,000 for standard commercial supplies or raw materials, and contracts and subcontracts under which work is performed outside of the United States where no recruitment of workers within the United States is involved.

ARTICLE 24. - STORM WATER WASTE DISPOSAL

- A. The Contractor is obligated under the Agreement to perform all work in compliance with applicable federal and state laws and regulations. This obligation expressly includes but is not limited to the following:
 - 1. The Contractor shall be responsible for the management of storm water runoff from the worksite.

- The Contractor shall be responsible for disposal, recycling or reclamation of all solid or hazardo us waste generated by its performance of the Work. The Contractor shall comply with all applicable state and federal regulations in handling, storing, transporting and disposing of solid or hazardous waste.
- 3. The Contractor acknowledges its recognition and understanding that "clean fill" is to consist only of uncontaminated rocks, brick, concrete, road demolition waste materials or dirt, and expressly does not include painted material and treated wood. Contractor shall dispose of any waste that contains painted materials and treated wood as solid waste.
- 4. Prior to the removal from the site of any solid waste or clean fill, the Contractor shall inform the Owner's Representative of the intended disposal site for the material. The Owner has the right, but not the responsibility to reject a site as suitable for the disposal of the material and the Contractor shall bear any cost or expense associated with identifying an appropriate alternative disposal site.
- 5. The Contractor shall provide the Owner's Representative with a copy of all transport and material acceptance documents related to the disposal of solid waste or clean fill, such as tare weights and bills of lading, upon receipt by the Contractor.
- 6. Within 10 days of shipment off-site of any hazardous waste, the Contractor shall provide the Owner's Representative with a copy of all hazardous waste manifests. The Contractor shall provide Owner's Representative with a copy of the manifest signed by the TSD (Treatment Storage and Disposal) company within 10 days of receipt by the Contractor.
- 7. Contractor shall pay Owner for any costs Owner incurs based on Contractor's non-compliance with this Section, including but not limited to repair or remediation costs, fines or penalties imposed on Owner by any regulating authority, and any fees or costs paid to attorneys or consultants arising out of a prohibited storm water discharge or improper disposal of solid or hazardous waste.

ARTICLE 25. - UNLAWFUL HARASSMENT

- A. The Contractor will not engage in, or tolerate by its employees, subcontractors or agents, any unlawful harassment, including sexual harassment as defined in this section. Harassment on the basis of race, color, religion, sex or national origin is a violation of Section 703 of Title VII of the Civil Rights Act of 1964.
- B. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
 - 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
 - 2. Submission to or rejection of such conduct by an individual is used as the

- basis for employment decisions affecting such individual, or
- 3. Such conduct has the effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or learning environment.
- C. The Contractor will ensure dissemination of this harassment policy to its employees and agents.

Chicago Tribune

Sold To: City Of Naperville - Procurement - CU00035966 400 S Eagle St PO Box 3020 NAPERVILLE,IL 60566-7020

Bill To: City Of Naperville - Procurement - CU00035966 400 S Eagle St PO Box 3020 NAPERVILLE,IL 60566-7020

Classifled Advertising: 6497651 Purchase Order: BID 19-013

Certificate of Publication:

Chicago Tribune Company hereby certifies that it is the publisher of the Chicago Tribune; that the Chicago Tribune is an English language newspaper of general circulation, published daily in the City of Chicago, County of Cook and State of Illinois; that the Chicago Tribune has been so published continuously for more than one year prior to the date of first publication mentioned below and is further a newspaper as defined in Ill. Rev. Stat. Ch. 100, SS 5 & 10; that the undersigned is the duly authorized agent of the Chicago Tribune Company to execute this certificate on its behalf; and that a notice of which the annexed is a true copy was printed and published in said newspaper

On the following days, to-wit: Nov 12, 2019; Nov 26, 2019.

Executed at Chicago, Illinois on this

26th Day of November, 2019, by

Chicago Tribune Company

Security Letters

Chicago Tribune

ADVERTISEMENT FOR BIDS BID 19-013
JOB ONDER CONTRACTING SERVICES
The City of Naperville, Illinols is accepting
bids to contract with a single qualified
Contractor to perform various construction
projects for the City of Naperville
through the Job Order Contracting (JOC)
procurement method. This contract may
be used to perform any work on facilities
or properties under the jurisdiction of the
City of Naperville including, but not limited
to, interior and oxterior building renovations
and repairs, site work, electrical, plumbing,
HVAC, concrete, masonly, maintenance of
bridges, roofing replacement and/or repairs,
streetscape repairs, and improvements to
City sites. This contract may also be used
as a joint purchase agreement between
the City, Naperville Community Unit school
District 203, Indian Prairie School District
204 and the Naperville Park District as well
as other agencies located within the six
county area and state of Illinois. The base
term of the contract is two (2) years from
January 1, 2020 through December 31, 2021.
There are two (2) option Terms, the duration
of each Option Term is two (2) years.

LEGAL NOTICE CITY OF NAPERVILLE

Those desiring to bid must obtain copies of the bid documents from Demandstar, the City's e-bidding service at www.demandstar. com. You can also access the e-bidding service through the City website at www.naperville.il.us/bidsrfps.aspx and click the "Go To Demandstar" button on the right, which links to the Demandstar e-bidding service.

Bids will be accepted in electronic format and must be posted prior to 2:00 p.m. local time, on Tuesday, December 10, 2019, vis the DemandStar e-bidding service. Bids will be opened live" and displayed immediately at 2:00 p.m., in the Finance Department by the Procurement Services Team. Contact Kim Schmidt at schmidtkonaperville.il.us for any questions.

The City reserves the right to reject any or all bkfs. Check the City's web site (http://www.naperville.ll.us/bidsrfps.aspx) for this and other contracting opportunities. 11/12,26/2019 6497651

CERTIFICATE OF PUBLICATION

The News-Gazette

The undersigned, THE NEWS-GAZETTE, INC. by its authorized agent, does hereby certify that said corporation is the publisher of The News-Gazette and that the same is the daily secular newspaper of general circulation published in Champaign, Champaign County, Illinois, and said newspaper is a newspaper as defined by 715 ILCS 5/5 (1992) and 715 ILCS 10/1 (1992); said publisher further certifies that the annexed notice was published in said newspaper, on the following date(s);

11/12/2019 11/26/2019

BID 19-013

LEGAL NOTICE CITY OF NAPE

Said publisher further certifies that the date of the first paper containing the said notice was on the first date hereinabove set forth and that the date of the last paper continuing the said notice was on the last date hereinabove set forth.

CITY OF NAPERVILLE ADVERTISEMENT FOR BIDS

Job Order Contracting Services

Job Order Contracting Services

The City of Naperville, Illinois is accepting bids to contract with a single qualified Contractor to perform various, construction projects for the City of Naperville through the Job Order Contracting (JOC) procurement method. This contract may be used to perform any work on facilities or properties under the jurisdiction of the City of Naperville including, but not limited to interior and extenor building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to City sites. This contract may also be used as a joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the six county area and state of Illinois. The base term of the contract is two (2) years from January 1, 2020 through December 31, 2021. There are two (2) Option Terms; the duration of each Option Term is two (2) years.

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The News-Gazette, Inc.

Publisher of The News-Gazette

Authorized Agent

Publisher's fee \$194.04 Ad # 1419703

*** Proof of Publication ***

STATE OF ILLINOIS
COUNTY OF ROCK ISLAND
CITY OF EAST MOLINE

The undersigned, hereby certifies that Lee Enterprises, Incorporated is a corporation, existing and doing business under the laws of the State of Delaware, licensed to do business in the State of Illinois, is publisher of The Dispatch/Rock Island Argus, and further certifies that the public notice attached hereto, was printed and published in said newspaper ______ time(s) in each week for ______ successive week (s), for publication dates as listed below.

City of Naperville

400 S. EAGLE STREET NAPERVILLE IL 60540

ORDER NUMBER 34617

The undersigned, further certifies that The Dispatch/Rock Island Argus is now and has been for more than one year continuously, a daily secular newspaper of general circulation published in the City of East Moline, County of Rock Island, State of Illinois, and further certifies that said newspaper has been continuously published at a regular interval of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that The Dispatch/Rock Island Argus is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that the annexed notice is a true copy, and has been regularly published in said paper.

LEE ENTERPRISES, INCORPORATED
d/b/a THE DISPATCH/ROCK ISLAND ARGUS

By: Publisher or his/her Authorized Agent

Date:_____

Section: Legals

Category: 2611 Bid Notices

PUBLISHED ON: 11/12/2019, 11/26/2019

TOTAL AD COST:

169.44

FILED ON:

12/2/2019

LEGAL NOTICE CITY OF NAPERVILLE ADVERTISEMENT FOR BIDS

BID 19-013 Job Order Contracting Services

The City of Naperville, Illinois is accepting bids to contract with a single qualified Contractor to perform various construction projects for the City of Naperville through the Job Order Contracting (JOC) procurement method. This contract may be used to perform any work on facilities or properties under the jurisdiction of the City of Naperville including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, rooting replacement and/or repairs, streetscape repairs, and improvements to City sites. This contract may also be used as a joint purchase agreement between the City. Naperville Community Unit School District 204, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the six county area and state of Illinois. The base term of the contract is two (2) years from January 1, 2020 through December 31, 2021. There are two (2) Option Terms; the duration of each Option Term is two (2) years.

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The City reserves the right to reject any or all bids. Check the City's web site (http://www.naperville.il.us/bidsrtps.aspx) for this and other contracting opportunities





Official Certificate of Publication as Required by State Law and IPA By-Laws

Certificate of the Publisher

Gatehouse Media certifies that it is the publisher of the Rockford Register Star. Rockford Register Star, a secular newspaper, has been continuously published daily for more than 50 weeks prior to the first publication of the attached notice, is published in the City Rockford, County of Winnebago, Township of Rockford, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 2 times in Rockford Register Star, namely one time per week for 2 successive weeks. The first publication of the notice was made in the newspaper, dated and published on **November 12**, **2019** and the last publication of the notice was made in the newspaper dated and published on **November 26**, **2019**. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Rockford Register Star has signed this certificate by Gatehouse Media, its publisher, at Rockford, Illinois, on **November 26, 2019.**

City of Naperville Ad #RRS000259150

ashly Dillon

By:

Ashley Dillon

Legal Notice Representative

Rockford Register Star - Gatehouse Media

Publisher

(Note: Unless otherwise ordered, notarization of this document is **not** required.)

Ad attached

LEGAL NOTICE
CITY OF NAPERVILLE
ADVERTISEMENT FO
BID 19-013

Job Order Contracting Services
The City of Naperville, Illinois is accepting bids to contract with a single qualified Contractor to perform various construction projects for the City of Naperville through the Job Order Contracting (JOC) procurement method. This contract may be used to perform any work on facilities or properties under the jurisdiction of the City of Naperville including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape, repairs, and improvements to City sites. This contract may also be used as a joint purchase agreement between the City. Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies ocated within the six county area and state of Illinois. The base term of the contract is two (2) years from January 1, 2020 through December 31, 2021. There are two (2) Option Terms; the duration of each Option Term is two (2) years.

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AFFP 11/12, 26; 19-013

Affidavit of Publication

STATE OF ILLINOIS } SS COUNTY OF SANGAMON }

GateHouse Media Illinois Holdings, Inc., being duly sworn, says:

That she is Barbara Lovekamp of the Springfield Journal-Register, a daily newspaper of general circulation, printed and published in Springfield, Sangamon County, Illinois; that the publication, a copy of which is attached hereto,

November 12, 2019, November 26, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Barbara Lovekamp

Subscribed to and sworn to me this 26th day of November 2019.

Suzanne Winkler, Public Notary, Sangamon County,

Illinols

My commission expires: June 22, 2022

LEGAL NOTICE CITY OF NAPERVILLE ADVERTISEMENT FOR BIDS BID 19-013

Job Order Contracting Services

The City of Naperville, Illinois is accepting bids to contract with a single qualified Contractor to perform various construction projects for the City of Naperville through the Job Order Contracting (JOC) procurement method. This contract may be used to perform any work on facilities or properties under the jurisdiction of the City of Naperville including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to City sites. This contract may also be used as a joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the six county area and state of illinois. The base term of the contract is two (2) years from January 1, 2020 through December 31, 2021. There are two (2) Option Terms; the duration of each Option Term is two (2) years.

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00011025 00027101

Lois Hacker City of Naperville 400 S. Eagle Street Naperville, IL 60540 SUZANNE WINKLER

Official Seal

Notary Public - State of Illinois

My Conmission Expires Jun 22, 2022

PAH) 第月14周的

*** Proof of Publication ***

THE SOUTHERN ILLINOISAN 710 N Illinois Avenue Carbondale, IL 62901 Ph: 618-529-5454

City of Naperville 400 S. Eagle Street Naperville IL 60540

ORDER NUMBER

10908

CERTIFICATE OF THE PUBLISHER

LEE ENTERPRISES hereby certifies that it is now and has been for more than one year continuously, d/b/a The Southern Illinoisan, a daily secular newspaper of general circulation, published in the City of Carbondale, the County of Jackson and the State of Illinois, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that The Southern Illinoisan is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

Section: Legals

Category: 0900 Legals PUBLISHED ON:

11/13/19 & 11/27/19

TOTAL AD COST:

\$192.81

FILED ON:

01/29/2020

Matthew Wilson

Ву

LEGAL NOTICE CITY OF NAPERVILLE ADVERTISEMENT FOR BIDS

BID 19-013 Job Order Contracting Services

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AFFIDAVIT OF COMPLIANCE

APPLICANT:	. Paul Mulvey
	Name
	6150 N Northwest Hwy
	Address
	Federal Tax I.D. # 36-4472206
	on of entering into a contract with the City of Naperville, and under oath and perjury and possible termination of contract rights and debarment, the
(Please Print	or Type)
Paul Mulvey	being first duly sworn on oath,
deposes and	states that he/she is President
	er, a partner, a joint venturer, the President, the Secretary, etc.) of (Name of Company), the
or certificatio	the foregoing bid, and that he/she has the authority to make any disclosures ons required by this Affidavit on behalf of the bidder and that all the contained in this Affidavit is true and correct in both substance and fact.
	DISCLOSURE OF BENEFICIARIES
Naperville M disclosure of	Ordinance 85-193, an ordinance amending Title 1 (Administrative) of the unicipal Code, as amended, by adding Chapter 12 thereto requires certain interests by persons applying for permits, licenses, approvals or the City of Naperville.
A.	Nature of Benefit sought by the undersigned (state Bid or RFP No.). 19-013
	Nature of Applicant: (Please check one) 1. Natural person 2. Corporation 3. Land Trust/Trustee 6. Joint Venture

	n entity other than described in Saracteristics of the applicant below.	ection B, briefly state the
N/A		
		7000mm
identify by na- shareholder in to or land trust, a j	er to subsection B you have check me and address each person of the case of a corporation, a benefic- ioint venturer in the case of a joint value interest, interest in profits and lossed ADDRESS PE	or entity who is a 5% ciary in the case of a trust venture, or who otherwise
1Paul Mulvey	7108 N Ozark Ave, Chicago, IL 60631	100%
2		
3.		
A		

IMPORTANT NOTE: In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

BID RIGGING AND BID ROTATING

Section 2: That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;

- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 3. The undersigned further states that: (check A or B)

- A. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
 - C. That he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above.
- Section 4. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

- **Section 5.** The undersigned will publish a statement:
 - A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;

- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Naperville, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The aforementioned company's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Naperville and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Naperville within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.

- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.
- **Section 6.** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he/she shall:
 - A. Take appropriate personnel action against such employee up to and including termination; or
 - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

- **Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Naperville because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- **Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

EQUAL EMPLOYMENT OPPORTUNITY

- **Section 9.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- **Section 10.** In the event of the contractor'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 (hereinafter referred to as the Department) the contractor 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 the contract 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.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, citizenship status, national origin, veteran status, marital status, sexual orientation, gender identity or any other characteristic that is protected by law. Further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in 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, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will 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 contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will 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 the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human

- Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract 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 contract, the contractor 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 contractor 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.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor'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 bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, 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 and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

THE AMERICANS WITH DISABILITIES ACT

Section 14. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

ILLINOIS PREVAILING WAGE

Section 15. The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act*, 820 ILCS sec. 130/0.01 et seq. as amended for public works projects.

EMPLOYEE SAFETY AND HEALTH

Section 16. The undersigned shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the City.

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

Signed by			>		
Name	Paul Mulvey	i	+ +	4.4. E. E. E. E.	8
Title	President				

(Name, legal status and principal

Des Moines, IA 50306-0712

Employers Mutual Casualty Company

SURETY:

place of business)

P.O. Box 712

EMCInsurance Companies Document A312 - 2010

Bond No. S009492

This document has important legal

completion or modification.

plural where applicable.

Bond.

consequences. Consultation with an

attorney is encouraged with respect to its

Any singular reference to Contractor, Surety,

Owner or other party shall be considered

The Document A312-2010 combines two

separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Robe, Inc.

6150 N. Northwest Highway

Chicago, IL 60631

OWNER:

(Name, legal status and address)

City of Naperville 400 S Eagle Street

Naperville, IL 60540 CONSTRUCTION CONTRACT

Date: January 13, 2020

One Million Dollars and 00/100 Amount: \$1,000,000.00

Description:

(Name and location) City of Naperville, JOC Contract Bid 19-013.

BOND

Date: January 13, 2020

(Not earlier than Construction Contract Date)

One Million Dollars and 00/100 Amount: \$1,000,000.00

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate

SURETY Company:

Signature:

Robe, Inc.

Seal)

Employers Mutual Casualty Company

Signature:

Name And Title:

Name And Title: Attorney-in-Fact

William P. Maher

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067

847-303-6800

Init.

Document A312 - 2010

061110

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- **§2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- §5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- **§5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or walved, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	7	SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CInsurance Companies Document A312 - 2010 AGENDA - 8/15/2023

SURETY:

place of business)

P.O. Box 712

(Name, legal status and principal

Employers Mutual Casualty Company

Des Moines, IA 50306-0712

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Robe, Inc.

6150 N. Northwest Highway

Chicago, IL 60631

OWNER:

(Name, legal status and address)

City of Naperville 400 S Eagle Street Naperville, IL 60540

CONSTRUCTION CONTRACT

Date: January 13, 2020

One Million Dollars and 00/100 Amount: \$1,000,000.00

Description:

(Name and location) City of Naperville, JOC Contract Bid 19-013.

BOND

Company: Robe, Inc.

Date: January 13, 2020

(Not earlier than Construction Contract Date)

Amount: \$1,000,000.00

One Million Dollars and 00/100

Modifications to this Bond:

XI None

See Section 18

SURETY

CONTRACTOR AS PRINCIPAL

(Corporate Seal)

Company:

Employers Mutual Casualty Company

Signature: Signature:

Name

And Title:

Name

William P. Maher

And Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Bond No. S009492

This document has important legal

completion or modification.

plural where applicable.

Bond.

consequences. Consultation with an

attorney is encouraged with respect to its

Any singular reference to Contractor, Surety,

Owner or other party shall be considered

The Document A312-2010 combines two

separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment

(Architect, Engineer or other party:)

Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067 847-303-6800

Init.

Document A312 - 2010

061110

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- §2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim: and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- §5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- §6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant;
 - .2 the name of the person for whom the labor was done, or materials of equipment furnished;
 - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - .4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Contraction Contract:
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
 - .7 the total amount of previous payments received by the Claimant; and
 - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or walved, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

ntures of added p		ring on the cover page.)
	SUKETY	
'Corporate Seal)	Company:	(Corporate Seal)
	Signature:	
	Name and Title:	
	Address	
		Signature: Name and Title:



P.O. Box 712 • Des Moines, Iowa 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

William P. Maher

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: S009492

Principal

: Robe, Inc.

Obligee

: City of Naperville

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and undertakings, recognizances, contracts of indennity and other writings obligatory in the flatter triefer, and (z) to remove any such attentive any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

1st day of July, 2018.

Seals

1863

KATHY LOVERIDGE Commission Number 780769 My Commission Expires October 10, 2022

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother. Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of

2020

Vice President

2,000,000

ROBEI-2

REVISION NUMBER:

OP ID: JW

DATE (MM/DD/YYYY) 02/07/2020

CERTIFICATE OF LIABILITY INSURANCE

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 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	s to the certificate holder in lie	u of such endorsement(s).		
PRODUCER	708-258-5448	CONTACT Robert Randick		
The Bulow Group 18521 Spring Creek Road Unit B		PHONE (A/C, No, Ext): 708-258-5448	FAX (A/C, No): 708-377-4178	
Tinley Park, IL. 60477 Robert Randick		E-MAIL ADDRESS:		
Robert Randick	INSURER A : Auto-	INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A : Auto- Owners Insurance	18988	
INSURED		INSURER B : Accident Fund Insurance	10166	
INSURED Robe, Inc. 6150 N. Northwest Hwy Chicago, IL 60631		INSURER C: James River Insurance Company	12203	
Chicago, IL 60631		INSURER D : Nationwide	19100	
		INSURER E :		
		INSURER F:		

CERTIFICATE NUMBER: COVERAGES 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. ADDL SUBR POLICY NUMBER TYPE OF INSURANCE 1,000,000 Х COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 50,000 01/03/2020 01/03/2021 CLAIMS-MADE X OCCUR 07570696

X Х 5,000 C Pollution 02/07/2020 02/07/2021 X 00088548-1 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG POLICY X PRO-2,000,000 Pollution X OTHER: Pollution-per policy COMBINED SINGLE LIMIT (Ea accident) 1,000,000 A AUTOMOBILE LIABILITY 01/03/2020 01/03/2021 50570696 ANY AUTO BODILY INJURY (Per person) X X SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) X MONOSYMED LITTES ONLY 25,000,000 X Х UMBRELLA LIAB OCCUR EACH OCCURRENCE 25,000,000 01/25/2020 01/03/2021 5057069601 CLAIMS-MADE **EXCESS LIAB** AGGREGATE 0 DED X RETENTION \$ OTH-ER X PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 01/03/2020 01/03/2021 1,000,000 ARP12001445500 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT 500,000 01/03/2020 01/03/2021 **Bullders Risk** CIM13152Z

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

00088548-1

RE: Bid#19-013, JOB ORDER CONTRACTING | (See Additional Insured verbiage on page 3)

CERTIFICATE	HOL	DER
-------------	-----	-----

Professional**

CONAPER

CANCELLATION

City of Naperville **ATTN: Procurement Services Team** 400 S. Eagle St. Naperville, IL 60540

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

12 MKR

02/07/2020 02/07/2021 Each Act

IOTEPAD "	Robe, Inc.	ROBEI-2 OP ID: JW	PAGE 2 Date 02/07/2020
**Professional Li	ability - Claims Made		

NOTEPAD:

HOLDER CODE CONAPER INSURED'S NAME Robe, Inc.

ROBEI-2 OP ID: JW

PAGE 3
Date 02/07/2020

Additional Insureds on a primary non contributory basis including completed operations as respects General Liability & Auto Liability. Waiver of Subrogation in favor of the Additional Insureds as respects General Liability & Auto Liability, & Workers Compensation, all the foregoing as required by a written & signed contract. Umbrella follows form.

City of Naperville, Naper Settlement, Naperville Heritage Society their Officers, Officials, employees, and Volunteers;

Policy Number 164604-07570696

164604 07570606

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
THE CITY OF NAPERVILLE	
NAPER SETTLEMENT	
NAPERVILLE HERITAGE SOCIETY	

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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.
- 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.

Policy Number

164604-07570696

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
THE CITY OF NAPERVILLE	
NAPER SETTLEMENT	
NAPERVILLE HERITAGE SOCIETY	
nformation required to complete this Schedule, if not shown a	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

Policy Number 164604-07570696

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:
 - 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.

CG 20 10 04 13

© Insurance Services Office, Inc., 2012

Page 2 of 2

Policy Number

164604-07570696

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 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 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.



WORKERS' COMPENSATION INSURANCE PLAN

P.O. Box 40767 Lansing, MI 48901-7967 FAX: 844-778-1070

TOLL FREE: 866-221-9640

NCCI Carrier Code: 19968 EMAIL: Policy@AssignedRiskSolutions.com

AssignedRiskSolutions.com

Workers' Compensation and Employers Liability Insurance Policy

Renewal of Policy: ARP12001445500

Date of Mailing: 01/23/2020

Endorsement Effective Date: 01/17/2020

Policy Number	Policy Period	
	From	То
ARP12001445501	01/03/2020 12:01 A.M. Star described locati	dard Time at the

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WCIP

ITEM 1 - Named Insured and Address	Agency
ROBE INC 6150 N NORTHWEST HWY CHICAGO, IL 60631-2126	THE BULOW GROUP 18521 SPRING CREEK DR STE B TINLEY PARK, IL 60477-6205
Intrastate ID: 121161885 Bureau Risk ID:	Tax ID #: 36-4472206 State ID #:

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

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

Schedule

Naperville Heritage Society





WORKERS' COMPENSATION INSURANCE PLAN

P.O. Box 40767

TOLL FREE: 866-221-9640 Lansing, MI 48901-7967 FAX: 844-778-1070

NCCI Carrier Code: 19968 EMAIL: Policy@AssignedRiskSolutions.com

AssignedRiskSolutions.com

Workers' Compensation and Employers Liability **Insurance Policy**

Renewal of Policy: ARP12001445500

Date of Mailing: 01/23/2020

Endorsement Effective Date: 01/17/2020

Policy Number	Policy Period	
	From	То
ARP12001445501	' '	01/03/2021 ndard Time at the ion

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

Schedule

Naper Settlement





WORKERS' COMPENSATION INSURANCE PLAN

P.O. Box 40767 Lansing, MI 48901-7967 TOLL FREE: 866-221-9640 FAX: 844-778-1070

NCCI Carrier Code: 19968 EMAIL: Policy@AssignedRiskSolutions.com

AssignedRiskSolutions.com

Workers' Compensation and Employers Liability Insurance Policy

Renewal of Policy: ARP12001445500

Date of Mailing: 01/23/2020

Endorsement Effective Date: 01/17/2020

Policy Number	Policy Period	
	From	То
ARP12001445501	01/03/2020 12:01 A.M. Star described locati	01/03/2021 ndard Time at the ion

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WCIP

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Intrastate ID: 121161885 Bureau Risk ID:	Tax ID #: 36-4472206 State ID #:

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

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

Schedule

City of Naperville, IL





Date: August 9, 2023

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Post 2 Check Meter Replacement

Presented for Committee of Whole and Village Board consideration and action.

<u>Description:</u> Replace existing propeller meters (prop meters) with new magnetic flow meters (mag meters). Install concrete vaults with testing ports on both outbound watermains feeding the distribution system.

<u>Background:</u> The current meters were installed when the pumping station was built in 1998. These meters are used to compare consumption to the master meters used by Oak Lawn for billing purposes. The current meters are prop meters and are not able to be tested for accuracy using the pitot testing procedure. The new meters will be magnetic flow meters, which will improve consumption accuracy and are also able to be tested using the pitot testing procedure. A bid opening was held on August 7, 2023 at Village Hall with the Clerks' Office, Water & Sewer Superintendent, and consulting engineer present. The following bids were received:

Contractor:Location:Bid:Steve Spiess Construction, Inc.Frankfort, IL\$79,036.10Airy's Inc.Joliet, IL\$80,850.00

<u>Budget/Finance</u>: Funding is available for use in the Operation and Maintenance budget line item 60-74175.

<u>Staff Direction Request</u>: Approve a contract with Steve Spiess Construction, Inc. to install two new check meters at Post 2 in the amount of \$79,036.10.

Attachments:

- 1) Bid Tab
- 2) Letter of Recommendation
- 3) Service Contract



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-094

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION, INC. FOR POST 2 CHECK METER REPLACEMENT

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-094

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION, INC. FOR POST 2 CHECK METER REPLACEMENT

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 contract with Steve Spiess Construction, Inc., 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.

<u>Section 2</u>: 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 <u>EXHIBIT 1</u>.

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 15th day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

on a roll call vote as follows:	
AYES:	
NAYS:	
ABSENT:	
APPROVED this 15 th day of August, 202	23, by the President of the Village of Tinley Park.
ATTEST:	Village President
Village Clerk	

EXHIBIT 1

CONTRACT WITH STEVE SPIESS CONSTRUCTION, INC. **POST 2 CHECK METER REPLACEMENT**

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-094, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION, INC. FOR POST 2 CHECK METER REPLACEMENT," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August, 2023.

VILLAGE CLERK	



VILLAGE OF TINLEY...

Tabulation of Bid $^{\mathrm{Page}\,|\,168}$ 23-R0524

Municipal Expertise. Community Commitment.

Local Public Agency: Village of Tinley Park	Date: 8/7/2023
County:	Time: 10:01 AM
Section:	
Estimate: \$79,997.50	

Attended By: Van Calombaris

				Na	ame of Bidder:	Steve Spiess C	Construction Inc.	Airy's Inc.	
				Addı	ress of Bidder:	10284 Vans Dri	ve	21825 Cherry H	ill Rd.
						Frankfort, IL 604	423	Joliet, IL 60433	
				Approved I Estir	•				
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total
R6001014	CLASS D PATCHES, 6 INCH	SQ YD	20	\$200.00	\$4,000.00	\$254.00	\$5,080.00	\$175.00	\$3,500.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	LF	25	\$125.00	\$3,125.00	\$163.00	\$4,075.00	\$110.00	\$2,750.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	40	\$15.00	\$600.00	\$11.00	\$440.00	\$20.00	\$800.00
X2520700	SODDING, SPECIAL	SQ YD	40	\$50.00	\$2,000.00	\$52.00	\$2,080.00	\$60.00	\$2,400.00
R1004145.01	WATER METER REMOVAL	EACH	2	\$3,500.00	\$7,000.00	\$6,000.00	\$12,000.00	\$1,415.00	\$2,830.00
X1000	1 INCH CORPORATION STOP IN 6 FOOT DIAMETER VAULT, TYPE 1 FRAME, CLOSED LID	EACH	2	\$20,000.00	\$40,000.00	\$15,288.00	\$30,576.00	\$21,555.00	\$43,110.00
X1001	WATER METER INSTALLATION	EACH	2	\$8,000.00	\$16,000.00	\$8,800.00	\$17,600.00	\$9,055.00	\$18,110.00
R2004015	CONTINGENCY	PCT	1	\$7,272.50	\$7,272.50	\$7,185.10	\$7,185.10	\$7,350.00	\$7,350.00
				TOTAL:	\$79,997.50		\$79,036.10		\$80,850.00



August 7, 2023

To: Village of Tinley Park

16250 South Oak Park Avenue Tinley Park, Illinois 60477

Attn: Mr. Michael G. Mueller – Public Works Committee Chair

RE: Post 2 Water Meter Replacement and Valve Vaults

Contract Award Recommendation

(REL Project #23-R0524)

Dear Mr. Mueller:

We have reviewed the bids received on August 7, 2023, for the referenced project and find them to be as follows:

Contractor	As-Read Bid
Steve Spiess Construction, Inc. – Frankfort, IL	\$79,036.10
Airy's, Inc. – Joliet, IL	\$80,850.00
Engineer's Estimate	\$79,997.50

We have reviewed the bids and found them to be correct and in order; therefore, at this time, we recommend that the Village award the contract to the low responsive responsible bidder, Steve Spiess Construction, Inc., in the amount of Seventy-Nine Thousand, Thirty-Six Dollars and Ten Cents (\$79,036.10).

Should you have any questions or require further information, please contact me at your convenience.

Very truly yours,

Van Calombaris, PE Director of Operations

(815) 412-2014

vcalombaris@reltd.com

R:\2020-2024\2023\23-R0524.TP_Bid and Contract Documents\23-R0524 Award Recommendation Letter.docx

Encl.

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 **Steve Spiess Construction**, **Inc.** (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 **Seventy Nine Thousand Thirty Six and 10/100 Dollars (\$79,036.10)**. 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:
- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.
- 10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
- 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or 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 wavier 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.

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned	, as	and on behalf
(Name)	, as	(Title)
of	having been duly s	worn under oath certifies that:
(Contractor)		
Busi	ness Organization	
2 40 2	in the second second	
The form of business organization of the	Contractor is (check one):	
Sole Proprietor or Partnership	LLC	
Corporation	Independent Contra	actor (Individual)
If contractor/subcontractor is a corporation	on, indicate the state and the	ne date of incorporation:
Authorized to do business in the State of		Yes [] No []
Describe supporting documentation attack	ned:	
Federal Employer I.D. #:		
Social Security # (if an individual or sole	proprietor):	

Registered with Illinois	Department o	f Revenue:			Yes [] No []
Describe supporting doc	umentation a	ttached (if "	No," explai	n):	
Registered with Illinois	Department o	f Employm	ent Security	7:	Yes [] No []
Describe supporting doc	umentation a	ttached (if "	No," explai	n):	
Tax liens or tax deling	uencies				
Disclosure of any federa officers of the contractor				uencies against	the contractor of any Yes [] No []
"No" means "not ap	plicable."	If "yes,"	describe	lien/delinquenci	es and resolution:
EOE Compliance					
Contractor is in complia States Code and Federal (known as the Equal Op	Executive O	rder No. 11	246 as ame	-	
Employee Classificatio	<u>n</u>				
Contractor's employees employee or independe ordinances (Form B).				state and fed	•
Professional or Trade	<u>Licenses</u>				
Contractor will possess Contract work:	all applicable	professiona	al and trade	licenses require	ed for performing the Yes [] No []
License	Number		Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

<u>Documentation Attached</u> (Contractor must initial next to each item):
Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project. NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.
Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.
Form C Additional Information (if required)
Certificate of Good Standing (or other evidence of compliance with laws pre-requisite to doing business in the state)
Illinois Department of Revenue registration
Illinois Department of Employment Security registration
Standards of Apprenticeship/Apprentice Agreements
Substance Abuse Prevention program (or applicable provision from CBA in effect)
Written Safety Policy Statement signed by company representative
OSHA cards evidencing 10-hour or greater safety program completed, if requested
Workers' Compensation Coverage
Professional or Trade Licenses

Eligibility to Contract

Name of Contractor (please print)	Submitted by (signature)
Title	
icate of Compliance with Illinois Human	Rights Act
The undersigned hereby certifies that the C 1964 Civil Rights Act as amended and the	Contractor is in compliance with Title 7 of the Illinois Human Rights Act as amended.
Name of Contractor (please print)	Submitted by (signature)
Title	
icate of Compliance with Illinois Drug-Fr	ee Workplace Act
	loyees , does hereby certify pursuant to section 0 ILCS 580/3) that it shall provide a drug-free performance of the work under the contract
workplace for all employees engaged in the complying with the requirements of the Illi	inois Drug-Free Workplace Act and, further of this contract by reason of debarment for a ace Act.

Certificate Regarding Sexual Harassment Policy

The un	indersigned does hereby certify pursuant to section (775 ILCS 5/2-105) that it has a written sexual minimum, the following information: (i) the indefinition of sexual harassment under State law utilizing examples; (iv) an internal complaint recourse, investigative and complaint process Rights and Human Rights Commission; (vi) of Human Rights and Human Rights Commission	I harassment policy that includes, at a llegality of sexual harassment; (ii) the w; (iii) a description of sexual harassment, process including penalties; (v) the legal available through the Department of Human lirection on how to contact the Department of
	Name of Contractor (please print)	Submitted by (signature)
	Title	
Certifi	icate of Compliance with Substance Abuse P	revention on Public Works Projects Act
The un	ndersigned hereby certifies that:	
A.	There is in place a written program which mee Substance Abuse Prevention on Public Works a written copy thereof to the Village of Tinley	Projects Act (P.A. 95-0635), and has provided
В.	There is in place a collective bargaining agree the Substance Abuse Prevention on Public Wo	
(Cross	out either A or B depending upon which certifi	cation is correct)
	Name of Contractor (please print)	Submitted by (signature)

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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 Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the l contractors and subcontractors rendering services requirements of the Act, including but not limited to, keeping duties.	under this contract must comply with all	
Name of Contractor (please print)	Submitted by (signature)	
Title		
Certificate of Compliance with the Village of Tinle	ey Park Responsible Bidder Ordinance	
The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079		
Name of Contractor (please print)	Submitted by (signature)	
Title		
[Signature Page to Follow]		

CONTRACTOR NAME	
BY:	
Printed Name:	Date
Title:	
VILLAGE OF TINLEY PARK	
BY: Michael W. Glotz, Village President	Date
(required if Contract is \$20,000 or more)	Date
ATTEST:	
Village Clerk (required if Contract is \$20,000 or more)	Date
VILLAGE OF TINLEY PARK	
BY:	
Village Manager	Date

SCOPE OF SERVICES

Attached Scope of work for Post 2 Meter Replacement as detailed below:

 This project shall consist of the removal and installation of two pre-purchased water meters with all necessary appurtenances, and two corporation stops with valve vaults, as according to the plans and special provisions.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
	1	1

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I); Individual's trade classification (indicate apprenticeship status where appropriate); Employee (E) is covered under Contractor's current workers' compensation (WC) policy; Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence
INAME	L/I	Trauc	VV C - 1/1N	County of residence

Form C

<u>Additional Information Required</u>
If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/	Original Price/ Final price	
Project Name/Year	Phone #	Final price	Subcontractors
	•	•	

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty



3, E -... ILLINOIS ARBORIST ASSOCIATION

P.O. Box 860 Antioch, Illinois 60002 Tollfree Phone 877-617-8887 Fax 262-857-6677



Village of Tinley Park 16250 S. Oak Park Ave. Tinley Park, IL. 60477

July 28, 2023

To Whom It May Concern:

We are writing a letter to inform you that the Illinois Arborist Association board members have decided to waive the fidelities bond requirement for the raffle prizes that we will have at the IAA 41st Annual Conference & Trade Show being held on November 7, 2023, at the Tinley Park Convention Center.

Sincerely,

April Toney,

Executive Director



Title: President

WAIVING FIDELITY BOND - SAMPLE LETTER

PLEASE NOTE - YOUR LETTER MUST BE SIGNED BY TWO (2) BOARD MEMBERS

Alternatively, a signed copy of the minutes approving the waiver may be submitted. Email to: Mail to: Clerk's Office Village Clerk Village of Tinley Park OR clerksoffice@tinleypark.org 16250 Oak Park Avenue Tinley Park, IL 60477 Dear Clerk: Included with the Raffle Application, the Illinois Arborist Association Board submits this letter fundraising event, concluding on November 7, 2023 The Illinois Arborist Association Board is aware of the risks and has unanimously voted in favor of waiving the fidelity bond. If you have any questions, please contact April Toney at 877-617-8887 or april@illinoisarborist.org Sincerely, Name: April Toney Title: Executive Director Name: Tony Dati

RAFFLE LICENSE APPLICATION



ate	6/19/2023 :			ILLINOIS
c	Organization name: _	linois Arborist Associatio	n	
c	Organization address:	PO Box 860, Antioch, IL	60002	
	Mailing address if diffe			
	Theck type of not-for-	profit organization (must	be in existence for a po	eriod of five years and attached documentary
	☐ Religious	☐ Charitable	☐ Labor	☐ Fraternal
	■ Educational	□ Veterans	□ Business	
۲	low long has the orga	nization been in existend	te:	
P	Place and date of inco	rporation: December 27	, 1982 - Chicago, IL	
		n good standing:		
P	resident/chairperson	Tony Dati		
A	Address:			
P	Phone:	Email:		
R	Mike	e Priller		
	Address:			
F	hone:	Email:		
. C			The control of the co	e (attached additional sheets if necessary):
١	Name: April Toney - E	xecutive Director, Illinois	S Arborist Association	
A	Address:			Phone:
١	Mike Priller - T	REE Fund Liaison		
Þ	Address:			Phone:
. L	icense delivery option	n (check all that apply):		
	☐ By regular U.S. mai	l to the organization mai	ling address	
E	By electronic mail.	please provide email add	dress:	
	*	sales (include days of the	Tuesday Nov	ember 7, 2023

13.	Location of ticket sales: Tinley Park Convention Center 18451 Convention Center Drive, Tinley Park, IL
14.	Name and address of location for determining winners: Tinley Park Convention Center
15.	Date(s) for determining winners (include days of the week): Tuesday, November 7, 2023
16.	Total retail value of all prizes (maximum prize amount \$250,000): \$ 2500
17.	Maximum retail value of each prize: \$\frac{\$5 - \$500}{}
18.	Maximum price charged of each ticket (chance) sold: \$\frac{\$20 \text{ for an armlenth of t}}{}
19.	Is this a queen of hearts raffle? ■ No □ Yes
20.	§ 132.38 Fidelity Bond Required
	All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than thirty (30) days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.
	☐ Fidelity bond ■ Waiver of bond statement by organization
	"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."
	Name of Organization: Illinois Arborist Association
	Executive Director: April Toney
	BE COMPLETED BY VILLAGE STAFF
	e Received: Date Approved:
	e Expires: Date Denied:
AP	oroval:

APPROVED APPLICATION SERVES AS LICENSE

RAFFLE LICENSE APPLICATION



Dat	July 13, 2023 e:			ILLIN	ois 💟
1.	Organization name: _	ngalls Development Foundation	n		
2.	Organization address:	One Ingalls Drive, Harvey IL 60	0426		
	Mailing address if diffe				
4.	Check type of not-for- evidence):	profit organization (must be in	existence for a peri	iod of five years and attached document	ary
	☐ Religious	■ Charitable	□ Labor	☐ Fraternal	
	☐ Educational	☐ Veterans	☐ Business		
5.	How long has the orga	nization been in existence:	982		
6.	Place and date of inco	rporation: Harvey, IL/ August,	1982		
		n good standing:			
8.	President/chairperson	Samuel J. Cutrara/ Board Ch	air		
	Address:				
	Phone:	Email:			
9.	Raffle manager: Lisa	Barker			
	Address:				
	Phone:	Email:			
10.	Designated member(s) responsible for conduct and o	operation of raffle ((attached additional sheets if necessary):	
	Name: Rohit D'Souza				
	Address:			Phone:	
	Paul E. Donoh Name:	ue			
	es destruyed (1998/line) en .			Phone:	
11.	License delivery option	n (check all that apply):			
	☐ By regular U.S. mai	il to the organization mailing ac	ddress		
	0 to 00 - 00 to 00 - 00 - 00 - 00 - 00 -	please provide email address:	lisa.barker@uchic	cagomedicine.org	
12.	Date(s) for raffle ticket	t sales (include days of the wee	k):	mber 9, 2023	

13.	Location of ticket sales: Tinley Park Convention Center, 18451 Convention Center Dr., Tinley Park, IL 60477
14.	Name and address of location for determining winners: Tinley Park Convention Center, 18451 Convention Center Dr., Tinley Park, IL 60477
15.	Date(s) for determining winners (include days of the week): Saturday September 9, 2023
16.	Total retail value of all prizes (maximum prize amount \$250,000): \$\frac{100,000}{\sqrt{500}}
17.	Maximum retail value of each prize: \$ 2,000 /, 500
18.	Maximum price charged of each ticket (chance) sold: $5\frac{100.00}{\sqrt{RRTES}}$
19.	Is this a queen of hearts raffle?
20.	§ 132.38 Fidelity Bond Required
	All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park no less than thirty (30) days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.
	☐ Fidelity bond
	"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the Stat of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actives engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statement in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."
	Name of Organization: UChicago Medicine Ingalls Development Foundation
	Executive Director: Paul E. Donohue
	·
то	BE COMPLETED BY VILLAGE STAFF
Dat	e Received: Date Approved:
Dat	e Expires: Date Denied:
Αp	proval:
	Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

Village Clerk Village of Tinley Park 16250 Oak Park Avenue Tinley Park, IL 60477

Email: clerksoffice@tinleypark.org

July 28, 2023

Dear Clerk:

Included with the Raffle Application, the <u>UChicago Medicine Ingalls Development Foundation</u> Board submits this letter in response to the fidelity bond requirement, for the <u>Annual Benefit Gala (A Centennial Celebration)</u> fundraising event, concluding on <u>September 9</u>, 2023.

The <u>UChicago Ingalls Development Foundation</u> Board is aware of the risks and has unanimously voted in favor or waiving the fidelity bond.

If you have any questions, please contact Paul Donohue at

.

Sincerely,

Name: Sam Cutrara

Title: Chairman

Name: Brad Gnade

Title: Treasurer

Internal Revenue Service District Director

Date: NOV 0 4 1998

Ingalls Development Foundation One Ingalls Dr. P.O. Box 5 Harvey, IL 60426-0005

Department of the Treasury

P. O. Box 2508 Cincinnati, OH 45201

Person to Contact: Steve Miliano Telephone Number: 877-829-5500 Fax Number: 513-684-5936

Rederal Identification Number:

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in August 1982 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

-2-

Ingalls Development Foundation

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

Please direct any questions to the person identified in the letterhead above.

This letter affirms your organization's exempt status.

Sincerely, Bullands

C. Ashley Bullard District Director

VILLAGE OF TINLEY...

RAFFLE LICENSE APPLICATION



Date	08-03-2023	·		ILLINOIS
1. (Organization name:	Peoples Animal Welfare	Society (P.A.W.S. of Tink	ey Park)
2. (Organization addres	8301 W 191st Street, T	inley Park IL 60487	,
	Mailing address if di PO Box 542 Tinley P			
	Check type of not-fo	r-profit organization (mus	t be in existence for a po	eriod of five years and attached documentary
	☐ Religious	■ Charitable	☐ Labor	☐ Fraternal
	☐ Educational	□ Veterans	☐ Business	
5. H	low long has the or	ganization been in existen	d9 years ce:	
		s in good standing:		
	President/chairperso	Chairnerson: Vicki De:		
P	Address:			
F	Phone:	Email:		
9. F	as Raffle manager:	above		1. P. 1. An a superfrance of the
Δ	Address:			
F	Phone:	Email: _		
10. C	Designated member	(s) responsible for conduc	t and operation of raffle	e (attached additional sheets if necessary):
ı	Peggy Grimn	n - 1st Vice President		
A	Address:			Phone:
ħ	lame:			
11. L	icense delivery opti	on (check all that apply):		
•	By regular U.S. m	ail to the organization ma	iling address	
	By electronic mai	1, please provide email ad	dress:	
12. [Date(s) for raffle tick	et sales (include days of th	e week):	ailed in September

4.4	Location of ticket sales: US mail and will be available at the shelter if people would like to purchase additional ticket
14.	Name and address of location for determining winners: 8301 W 191st Street Tinley Park IL
15.	Date(s) for determining winners (include days of the week): Sunday, December 3rd
16.	Total retail value of all prizes (maximum prize amount \$250,000): $\$$ $\frac{1850.00}{}$
	Maximum retail value of each prize: \$\frac{1000, 500, 250, 100}{}
	Maximum price charged of each ticket (chance) sold: \$5.00
19.	. Is this a queen of hearts raffle? 🔳 No 🔲 Yes
20.	§ 132.38 Fidelity Bond Required
	All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park no less than thirty (30) days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.
	☐ Fidelity bond ☐ Waiver of bond statement by organization
	"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership active engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statement in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide.
	members of the sponsoring organization and are all of good moral character and have not been convicted of a felony that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games." Name of Organization: Peoples Animal Welfare Society
	that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordan with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games." Name of Organization: Peoples Animal Welfare Society
	that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."
TO	that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games." Name of Organization: Peoples Animal Welfare Society Executive Director: Victoria Dean
	that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games." Name of Organization: Peoples Animal Welfare Society Executive Director: Victoria Dean

APPROVED APPLICATION SERVES AS LICENSE

Village Clerk



Bond N	lumber	2504635
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Raffle Bond

_	
	OWALL MEN BY THESE PRESENTS:
Tha	at WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Wisconsin, duly licensed a authorized to do business in the State of III.
her	d authorized to do business in the State of II
the	sum of Inree Thousand SevenAND NO/100s DOLLARS (\$ \$3,700.00) after receipt of proof of loss for the amount of any
Princon issuabs	ect loss of moneys or other personal property of the RAFFLE scheduled to occur on the 28th day of October, 20 22 which any notipal while occupying any position named in the schedule attached or added there to by written acceptance of the Surety, may, while in the attinuous service of the Employer, directly or by collusion, cause to the Raffle, not exceeding the sum specified in said schedule or any change used through written acceptance of the Surety as to said position through any act of fraud, larceny, forgery, theft, embezzlement, wrongful straction, willful misapplication or willful misappropriation, or other fraudulent or dishonest acts committed after, 20 22 by the Principal in a position named in said schedule, or added thereto by the Surety's written
	eptance after the effective date thereof.
WH	IEREAS, the Employer is to hold a Raffle on the November
	to giveaway said prizes as listed on the attached schedule of prizes.
NO	W, THEREFORE, the conditions of this obligation are as follows:
1.	Coverage on any Principal or position may be increased or decreased upon written request of the Employer, and agreed to in writing by the Surety, without impairing the continuity hereunder, provided, however, that where it is decreased, the discovery period as set forth in paragraph 3 of these conditions (as to the cancelled portion of the suretyship by reason of any decrease) shall become effective as of the date of said decrease.
2.	The Surety's liability under this bond in no event shall be called upon to pay as a loss hereunder an amount greater than the largest single amount for which the position occupied by any Principal causing said loss is or has been covered in the schedule. The liability of the Surety for any Principal occupying more than one position at one time, or at different times, shall neither exceed the largest amount of coverage specified for any single position occupied by said Principal, nor shall the liability exceed the amount in effect for the position when the dishonest act of the Principal shall have occurred. In the event there are more Principals occupying the position covered in the schedule than are listed therein, the Surety shall be liable only for such proportion of the amount of coverage as the number of Principals listed bears to the number of Principals actually occupying the position when the loss occurred.
3.	Loss must be discovered within two months after the cancellation of this bond or its termination as to the Principal causing said loss, whichever shall first occur. Within fifteen days after discovery of a loss, written notice of such loss must be delivered to the Surety at its home office in West Bend, Wisconsin. With one month after discovery of the loss, written proof must be furnished to the Surety at its home office in West Bend, Wisconsin, in itemized form duly sworn to. No suit to recover for loss hereunder shall be brought after termination of twelve months from the discovery of the loss.
4.	In case of recovery of any loss or portion thereof(except reinsurance, co-insurance, or surety or indemnity taken from any source by or for the benefit of the Surety) the Raffler shall be entitled thereto, less the actual cost of making same, until fully reimbursed, the excess, if any, to be paid the Surety.
5.	Cancellation hereunder is effective, and all liability under this bond shall cease as to the future acts or omissions as to any Employee, immediately upon the termination of such Employee's services, or immediately upon the Employer's (or if the Employer be a co-partnership, by any partner thereof, or if the Employer be a corporation, by an officer thereof) discovery either of a loss hereunder or of any dishonest act committed by any Employee, or on the date specified in written notice given by the Employer to the Surety, as to any or all positions or Employees, or after thirty day's written notice given by the Surety to the Employer of its intent to cancel this bond in its entirety, or as to any Employee or position. In the event of cancellation, the Surety shall refund to the Employer, upon demand, any unearned premium due. All premium for coverage of any position under which notice of loss has been given is fully earned and an additional premium shall be paid for continuance of such coverage.
6.	None of the specifications of this bond shall be altered or waived, except by written consent from an officer or surety manager of West Bend Mutual Insurance Company.
7.	The liability of the Surety hereunder is subject to the terms and conditions of the following or to the following Riders attached hereto:
	WEST BEND MUTUAL INSURANCE COMPANY SCORPORATE TO BY: WEST BEND MUTUAL INSURANCE COMPANY SEAL PIE BY:
	Kevin Steiner Attorney-in-Fact
	Kevin Steiner Attorney-In-Fact Dated this 5th day of October 2022 .

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Bank code :	apbank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203253	8/4/2023	013709 3E CO ENVIR.ECOLOG.ENG.	INV-US-112487	VTP-020189 VTP-020189 VTP-020189 VTP-020189 VTP-020189	SAFETY DATA MANAGEMENT 01-26-023-73845 01-26-024-73845 60-00-000-73845 63-00-000-73845 64-00-000-73845	341.00 170.50 214.83 23.87 102.30 852.50
203254	8/4/2023	010318 ADVOCATE CHRIST MEDICAL CNTR	061923		10 HEALTHCARE PROVIDER E-CAF 01-19-020-73606 Total :	35.00 35.00
203255	203255 8/4/2023	2023 019563 AEP ENERGY INC	3013134248		ACCT#3013134248 UTIL#43840280	
			3013134259		01-26-024-72510 ACCT#3013134259 UTIL#462305511	154.84
			3013134260		08-00-000-72510 01-26-024-72510 ACCT#3013134260 UTIL#677116304 01-26-024-72510	165.53 12,568.30 201.01
					Total :	13,089.68
203256	8/4/2023	002734 AIR ONE EQUIPMENT, INC	196135		NATIONAL FOAM, UNIVERSAL GRE 01-19-000-73555 Total :	900.00 900.00
203257	8/4/2023	002856 AIRY'S, INC	27929		POST 5 IMPROVEMENTS - PAY EST	
			27944	VTP-018759	61-00-000-75324 LAGRANGE ROAD WATERMAIN EX	192,200.40
				VTP-020124	26-00-000-75708 Total :	339,286.72 531,487.12
203258	8/4/2023	019532 ALADTEC LLC	INV00283676	VTP-020184	ALADTEC SUBSCRIPTION 01-17-220-72655 Total :	9,900.00 9,900.00
203259	8/4/2023	002655 AMERICAN HERITAGE LIFE	MG076		1ST QUARTER FY24 ANCILLARY CI	

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Date Ve	endor		Invoice	PO #	Description/Account	Amoun
8/4/2023 00	2655 AMERICA	N HERITAGE LIFE	(Continued)	-		
				VTP-020016	01-14-000-72430 Total :	2,069.9 ²
						2,003.3
8/4/2023 01	9036 AMERICA	IN LIBERTY SCHOOL BUS CO	INV1009904	\/	SHUTTLE RENTAL FOR THE TWO-I	
			INV1009905	VTP-020061	01-35-000-72923 SHUTTLE RENTAL FOR THE TWO-I	1,688.44
			1144 1000000	VTP-020061	01-35-000-72923	1,638.00
					Total :	3,326.44
8/4/2023 002	2628 AMERICA	N WATER	080123		SEWER TREATMENT SERVICE - BF	
					64-00-000-73225	131,359.60
					Total :	131,359.60
8/4/2023 010	0026 ANDERSO	ON PUMP SERVICE	ICE RH-16274		SVI; BP-1394 3/4" HOSE CLAMP FO	
					01-26-025-72530	21.70
					Total :	21.70
8/4/2023 002	2665 APPLE CH	HEVROLET	363339CVW		CORE RETURN GM23490005	
		401925 VTP-0		01-19-000-72540 NEW WHEELS	-50.00	
			VTP-020091	01-19-000-72540	3,828.40	
				Total :	3,778.40	
8/4/2023 02	21107 AZBILL, B	RANDI	052023		REIM: EXPENSES FROM GFOA CC	
	ŕ				01-15-000-72170	359.86
					Total :	359.86
8/4/2023 002	2974 BETTENH	IAUSEN CONSTRUCTION SER	₹\ 230073		SEMI TRUCK TIME FOR HAULING 5	
					01-26-023-72890	281.2
					60-00-000-73681	413.44
					63-00-000-73681	45.94
			230074		64-00-000-73681 SEMI TRUCK TIME FOR HAULING §	196.87
			230074		01-26-023-72890	281.25
					60-00-000-73681	413.44
				63-00-000-73681	45.94	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203265	8/4/2023	002974	BETTENHAUSEN CONSTRUCTION SER	\ (Continued)			
						64-00-000-73681	196.87
						Total :	1,875.00
203266	8/4/2023	23 020603 BILL FIGEL PUBLIC RELATION LLC	014		PR ACTIVITIES JULY '23		
					01-14-000-72790	1,500.00	
					Total :	1,500.00	
203267	8/4/2023	3 002923 BLACK DIRT INC.	5366		BLACK DIRT FOR LAWN RESTORA		
				VTP-020161	01-26-023-73680	375.00	
						Total :	375.00
203268	203268 8/4/2023	003304	CARLIN-MORAN LANDSCAPE INC	6553		6801 180TH CT - LAWN MAINTENAI	
					01-33-300-72744	225.00	
			6554		LAWN MAINTENANCE 4 PROPERTI		
				0550		01-33-300-72744	2,050.00
				6558		6143 LAURA LANE - LAWN MAINTE 01-33-300-72744	1,200.00
						Total :	3,475.00
203269	8/4/2023	3 003406 CDS OFFICE TECHNOLOGIES	INV1543745 VTP-020104	ROUTER AND ANTENNAS FIRE VEI			
200200	0/ 1/2020			VTP-020104	01-16-000-74128	2,295.00	
						Total :	2,295.00
203270	8/4/2023	003243	CDW GOVERNMENT INC	KH64950		BRIDGEWAVE POE SURGE PROTE	
				14104000		01-16-000-74128	360.08
						Total :	360.08
203271	8/4/2023	003229	CED/EFENGEE	1028-1228754		STREET LIGHT BULBS	
					VTP-020171	01-26-024-73570	954.00
						Total :	954.00
203272	8/4/2023	014026	CHANDLER SERVICES CORPORATION	29432		PIERCE VELOCITY T48 OIL FILTER	
						01-19-000-72540	3,814.71
				29433		PIERCE VELOCITY - T48 - HYDRAU	
				00447		01-19-000-72540	11,299.14
				29447		PIERCE DASH TRUCK E46 - BEARII 01-19-000-72540	18,434.53
						01-19-000-72040	10,434.53

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203272	8/4/2023	014026	014026 CHANDLER SERVICES	CORPORATI (Continued)		Total :	33,548.38
203273	8/4/2023	015199	CHICAGO PARTS & SOUND LLC	1-0371955		TUBE ASY - STREET UNIT #40	
						01-26-023-72540	72.46
				3-0056719		TPMS SENSOR ASSY - FIRE #1503	
						01-19-000-72540	130.76
				3-0056730		BRAKE PAD SET - FIRE #1503	
						01-19-000-72540	29.34
				3-0056773		SPARK PLUGS - FIRE #1501	
						01-19-000-72540	7.90
			3-0056852		MOTOR OIL - WATER #18		
						60-00-000-72540	22.60
					63-00-000-72540	7.53	
				64-00-000-72540	12.91		
			3-0056882		AIR FILTER - UNITE 88/84		
					60-00-000-72540	18.78	
					63-00-000-72540	6.26	
					64-00-000-72540	10.74	
			3-0056883		AIR FILTER - BUILDING DEPT - 722		
						01-33-300-72540	35.78
				3-0056889		AIR FILTER - STREET	
						01-26-023-72540	115.40
				3-0056890		MOTOR OIL - POLICE UNIT #2R	
						01-17-205-72540	79.67
				3-0056897		FREON 30LB TANK	
						60-00-000-72540	58.59
						63-00-000-72540	19.53
						64-00-000-72540	33.48
						01-26-023-72540	111.60
						01-26-024-72540	55.80
						Total :	829.13
203274	8/4/2023	017298	COMCAST BUSINESS	176863718		ACCT 930890410 VILLAGE HALL FII	
						01-16-000-72125	1,013.11
						Total :	1,013.11
203275	8/4/2023	012057	COMCAST CABLE	8771401810170142		ACCT#8771401810170142 16250 OF	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203275	8/4/2023	012057	COMCAST CABLE	(Continued)			
						01-16-000-72125	505.70
				8771401810784702		ACCT#8771401810784702 7825 167	
						01-19-000-72517	203.02
						Total :	708.72
203276	8/4/2023	013892	COMED	6771163052		ACCT#6771163052 TRAFFIC SIGNA	
					01-26-024-72510	930.59	
						Total :	930.59
203277	203277 8/4/2023 0 ⁻	013878	COMED - COMMONWEALTH EDISON	0519019106		ACCT#0519019106 6750 SOUTH ST	
						12-00-000-72510	9.33
			2587063010		ACCT#2587063010 17311 OPA 6/20		
						12-00-000-72510	29.79
				4329016037		ACCT#4329016037 17238 OPA 6/20-	
						12-00-000-72510	23.87
			6483053261		ACCT#6483053261 17495 S LAGRA	70.40	
			7000000000		01-26-023-72510	72.19	
				7090006006		ACCT#7090006006 17231 OPA 6/20 12-00-000-72510	19.76
				8363023007		ACCT#8363023007 179TH ST & 82N	19.70
				0000020001		60-00-000-72510	180.00
						63-00-000-72510	180.00
						Total :	514.94
203278	8/4/2023	018311	CONNECTION	74119499		HP 78A BLACK TONER	
						01-16-000-74128	83.94
				74225310		1814202H WIRELESS DT MK320 KE	
						01-16-000-74128	226.72
				74246618		APPLE DEFENDER IPHONE XR BL/	
						01-16-000-74128	145.68
				74251353		3FT 1M VESA CERTIFIED DISPLAY,	
				74055000		01-16-000-74128	87.80
				74255929		20S IPHONE 12 USB-C POWER AD, 01-16-000-74128	86.28
				74255962		HDMI TO DP ACTIVE ADAPTER	00.20
				1 7200002		01-16-000-74128	73.48

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203278	8/4/2023	018311	018311 CONNECTION	(Continued)		Total :	703.90
203279	8/4/2023	012410	CONSERV FS, INC.	66055062		CONSERV LHRP OPEN BACK, #2 S 60-00-000-73680 63-00-000-73680 64-00-000-73680 Total :	62.14 6.90 29.60 98.64
203280	8/4/2023	018234	CORE & MAIN LP	S915000	VTP-020020 VTP-020020	METER ANTENNAS 60-00-000-74175 64-00-000-74175 Total :	5,934.60 2,543.40 8,478.00
203281	8/4/2023	018152	CORE INTEGRATED MARKETING	127423		BLOCK PARTY STAGE BANNERS "E 01-35-000-72923 Total :	424.00 424.00
203282	8/4/2023	020267	CORNERSTONE GOVERNMENT AFFAIR	R: VTP-092023		GOVT RELATIONS AND CONSULTIF 01-14-000-72790 Total :	4,000.00 4,000.00
203283	8/4/2023	020338	DACRA TECH LLC	DT2023-05-112 DT2023-06-102		E-TICKETING SUBSCRIPTION FY23 01-16-000-72655 E-TICKETING SUBSCRIPTION FY23 01-16-000-72655 Total:	2,000.00 2,000.00 4,000.00
203284	8/4/2023	019781	DREAMSCAPE PONDS	INV-003974	VTP-020034	FOUNTAIN 01-26-023-72790 01-26-023-72790 Total :	12,002.78 352.33 12,355.11
203285	8/4/2023	017073	DYNEGY ENERGY SERVICES LLC	3613125002 3670129006 3784068018		INV# 146561323071 164TH & HARLI 64-00-000-72510 INV#146561323071 16296 S 84TH A' 64-00-000-72510 INV#146561323071- 8301 S RIDGEL 60-00-000-72510	582.54 223.91 9,376.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203285	8/4/2023	017073 DYNEGY ENERGY SERVICES LLC	(Continued)			
					63-00-000-72510	9,376.36
			4373166015		INV#146561323071- 6640 W 167TH	5 0 4 0 5 0
					60-00-000-72510 63-00-000-72510	5,048.56 5,048.56
			5095140029		INV#146561323071 171STST & 80TI	3,040.30
					64-00-000-72510	2,511.96
					Total :	32,168.25
203286	8/4/2023	004152 ECOLAB PEST ELIMINATION INC.	9987723		COCKROACH/RODENT PROGRAM	
					01-26-025-72790	607.85
			9987724		COCKROACH/RODENT PROGRAM	
					01-26-025-72790	86.48
					Total :	694.33
203287	03287 8/4/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	20101		2014 TAHOE - REPAIRS UNIT #4605	
			0.40=0		01-19-000-72540	144.78
			21273		TAHOE DECAL INSTALL - BATTALIC 01-19-000-72540	182.04
			21288		CHEVY TAHOE - FULL KIT - SIDE TI	102.04
			21200	01-19-000-72540	1,071.98	
			21305		TAHOE - BLACK ROOF WRAP	
				01-19-000-72540	1,136.47	
			21330		POLICE GRAPHICS KITS - K9 UNIT 01-17-205-72540	186.80
					Total :	2,722.07
000000	0/4/0000	047007 FMEDOENOVA/FILIOLE OF DATE INO	10100			, -
203288	8/4/2023	017807 EMERGENCY VEHICLE SERVICE INC.	13199		UNIT #T-46 - BATTERIES REPLACE 01-19-000-72540	2,793.94
			33127		UNIT T-46 - STARTER WAS BAD, RE	2,793.94
			00127		01-19-000-72540	3,894.17
					Total :	6,688.11
203289	8/4/2023	019561 ENDLESS COMMUNICATIONS USA LLC	DG-2122		PUSH TO TALK LTE DATA RADIO S\	
					01-42-000-72550	45.74
					Total :	45.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203290	8/4/2023	004019 EVON'S TROPHIES & AWARDS	061923		PORT BG980 BLK GYM BAG - EMB 60-00-000-73870 63-00-000-73870 64-00-000-73870	62.16 62.16 53.28
			071723		01-26-023-73870 01-26-025-73870 2X8 STAFF JASON ENGBERG - PL/ 01-26-025-73110 Total:	177.60 88.80 48.70 492.70
203291	8/4/2023	004176 FEDEX (FEDERAL EXPRESS)	8-203-24303		ACCT#2022-6845-2 SHIPPING COS 01-17-205-72110 Total :	14.55 14.55
203292	8/4/2023	012484 FERGUSON FACILITIES #3400	7325103		3 MNPT X 2-1/2 DOUBLE MALE HE 60-00-000-73630 63-00-000-73630 64-00-000-73630 Total:	205.37 22.82 97.79 325.98
203293	8/4/2023	011611 FOX VALLEY FIRE & SAFETY CO.	IN0002095KL		RADIO INSPECTIONS WITH REPAII 14-00-000-72550 Total :	788.00 788.00
203294	8/4/2023	020347 FUN FUN FUN DJS	081523	VTP-019970	DJ FOR CRUISE NIGHTS - AUGUST 01-35-000-72923 Total:	200.00 200.00
203295	8/4/2023	018387 GBJ SALES, LLC	4969		1/4 #POWDERED ENZYME PAKS - { 60-00-000-73550 63-00-000-73550	106.73 106.73
			4984		64-00-000-73550 BLACK NITRILE 6 MIL. GLOVES - 1 01-26-025-73580 Total :	91.49 177.95 482.90
203296	8/4/2023	019609 GIS PLANNING INC	2120860552		RENEWAL ZOOM PROSPECTOR E	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203296	8/4/2023	019609 GIS PLANNING INC	(Continued)			
			. ,		84-00-000-20432	6,900.00
					Total :	6,900.00
203297	8/4/2023	020781 GORDON ELECTRIC SUPPLY	S2630193.001		LIGHT FIXTURES	
				VTP-020138	60-00-000-72520	1,104.02
				VTP-020138	63-00-000-72520	1,104.02
				VTP-020138	64-00-000-72520	946.30
					Total :	3,154.34
203298 8/4/2023	004438 GRAINGER	9731010378		URINAL SCREEN, ROUND BLUE, W		
					01-19-000-73580	60.98
				01-19-000-73870	533.88	
					Total :	594.86
203299	8/4/2023	000863 GRAPHIC SCREEN PRINTING	18790		DUTY T-SHIRTS	
				VTP-020087	01-19-000-73610	318.00
					Total :	318.00
203300	8/4/2023		12119		WEST GATE - TROUBLESHOOT ISS	
			12123	01-26-025-72520	260.00	
					WEST GATE: REPLACED PHOTO E	
				01-26-025-72520	445.00	
					Total :	705.00
203301	8/4/2023	021108 HAYDEN, DESEAN	072623		REIM: EMA TRAINING - HEARTSAV	
					01-21-000-72140	16.00
					Total :	16.00
203302	8/4/2023	019784 HEARTLAND BUSINESS SYSTEMS LLC	C 615728-H		FIRE DEPARTMENT SHAREPOINT S	
				VTP-019473	30-00-000-74159	92.50
			615729-H		FIRE DEPARTMENT SHAREPOINT S	
				VTP-019473	30-00-000-74159	92.50
					Total :	185.00
203303	8/4/2023	012281 HINCKLEY SPRINGS	5977593070823		ACCT#32542175977593 JUNE '23 W	
					01-21-210-73110	395.60

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203303	8/4/2023	012281	012281 HINCKLEY SPRINGS	(Continued)		Total :	395.60
203304	8/4/2023	021109	HOFFMEISTER, JOHN	073123		DUPLICATE PAYMENT FOR 2023 CI 01-00-000-43025 Total :	50.00 50.00
203305	8/4/2023	010238	HOME DEPOT CREDIT SERVICES	69190003434685		****2304 MKBRASSKY - MINUTE KE 01-26-025-73410 Total :	332.97 332.97
203306	8/4/2023	005160	ILLINOIS STATE POLICE	20230604004		CC4004 TINLEY FINGERPRINT VILL 01-14-000-72848 Total :	56.50 56.50
203307	8/4/2023	005186	INTERSTATE BATTERY SYSTEM	30001042		M-65HC BATTERY - MT-34, ATCORE 60-00-000-72540 63-00-000-72540 64-00-000-72540 Total:	64.58 21.53 36.89 123.00
203308	8/4/2023	005022	ISAWWA	200082727		REGISTRATION FOR 9/6/23 WATEF 60-00-000-72140 63-00-000-72140 64-00-000-72140 Total:	80.50 80.50 69.00 230.00
203309	8/4/2023	005212	JSR ENTERPRISES INC	26717		PLUMBING EMERGENCY - WATER 01-26-025-72520 Total :	2,090.84 2,090.84
203310	8/4/2023	005266	J.M.D. SOX OUTLET, INC.	20230418 20230425		WORK CLOTHES/CARILO NOVOA 01-26-023-73610 WORK CLOTHES/CAMILO NOVOA 01-26-023-73610 Total:	84.89 180.76 265.65
203311	8/4/2023	019630	JOTFORM, INC.	06272307	VTP-020128	WEBFORM SOFTWARE 01-16-000-72655	4,740.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203311	8/4/2023	019630 019630 JOTFORM, INC.	(Continued)		Total :	4,740.00
203312	8/4/2023	020955 KALEIDOSCOPE EYES	032323	VTP-020194	BAND FOR 9/9 MUSIC IN THE PLAZ 01-35-000-72923 Total :	2,000.00 2,000.00
203313	8/4/2023	021114 KREYDICH, ADELYNN	072823		REIM: HEARTSAVER FIRST AID ON 01-21-000-72140 Total:	16.00 16.00
203314	8/4/2023	020794 LEGALSHIELD	0025407	VTP-020009	1ST QUARTER FY24 ANCILLARY LE 01-14-000-72430 Total :	74.80 74.80
203315	8/4/2023	019370 LIBIDO FUNK CIRCUS	032323	VTP-020195	BAND FOR 9/23 MUSIC IN THE PLA 01-35-000-72923 Total :	3,850.00 3,850.00
203316	8/4/2023	019023 M & F SERVICES ONE INC	3088 3093		TESTING, REPAIR, CERTIFICATION 01-26-025-72790 TESTING OF BACKLOW DEVICES - 01-26-025-72790 Total:	195.36 428.50 623.86
203317	8/4/2023	001439 M & M AUTO GLASS & UPHOL.SERV	. 524299		TINTED WINDSHEILD 2016 INTERN 01-26-023-72540 Total:	425.00 425.00
203318	8/4/2023	020518 MARIO'S EVENT RENTALS	QB122224		ADDITIONAL GENERATOR FOR BO 01-35-000-72923 Total:	733.35 733.35
203319	8/4/2023	005765 MARTIN WHALEN O.S. INC.	IN4538746 IN4545389		CONTRACT INVOICE #18232-01 PU 01-16-000-72756 CONTRACT INVOICE #19681-01 6/2 01-16-000-72756 Total:	941.46 8,741.36 9,682.82

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/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
203320	8/4/2023	020322 MASTER AUTO SUPPLY	15030-133342		AIR FILTER - HD, AIR FILTER - HD -	
					01-26-023-72540	377.32
			15030-133394		SWAY BAR, SWAY BAR LNK KIT, BI	
					01-17-205-72540	94.89
			15030-133421	CALIPER		
					01-17-205-72540	142.46
					Total :	614.67
203321	8/4/2023	005645 MEADE ELECTRIC COMPANY INC.	705283		TRAFFIC SIGNAL MAINTENANCE -	
					01-26-024-72775	580.94
					Total :	580.94
203322	8/4/2023	006074 MENARDS	42100		ACCT#30860355 - RAIN-X SILICONI	
					01-19-000-72540	53.92
			42446		ACCT#30860257 - FEBREZE AIR, S	
					60-00-000-73870	0.59
					63-00-000-73870	0.59
				64-00-000-73870	0.50	
					01-26-023-73870	1.68
			01-26-024-73870	0.84		
				01-26-025-73580	31.35	
					01-26-025-73870	33.98
			42523		ACCT# 30860257 2PK RETRACTABI	
			40-0-		01-26-024-73410	114.79
			42585		ACCT# 30860257 - COUNTERSINK	0.00
			42648		01-26-025-72520 ACCT# 30860355 - 4X8 RTD SHTG,	8.36
			42040		01-19-000-72140	427.10
					Total:	673.70
					iotai .	6/3./(
203323	8/4/2023	021110 MI FLUID POWER SOLUTIONS	N14637-001		BRENNAN FITTING - 45 DEGREE E	
					01-26-023-72540	89.52
					Total :	89.52
203324	8/4/2023	020938 MIDWEST MECHANICAL GROUP LLC	112142559		SERVICE CALL #2306-3087 SITE CO	
					01-26-025-72520	1,475.65

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203324	8/4/2023	020938 02093	38 MIDWEST MECHANICAL GF	ROUP LL (Continued)		Total :	1,475.65
203325	8/4/2023	019316 MINUTEN	MAN SECURITY, & LIFE SAFET	y 92677		LICENSE RENEWAL ANNUAL MST I	
						01-16-000-72655	2,000.00
						Total :	2,000.00
203326	8/4/2023	018026 MUNICIPA	AL FLEET MANAGERS ASSOC	080823		DAN QUINN ATTENDANCE - 8/8/23	
						01-26-023-72170	35.00
						Total :	35.00
203327	8/4/2023	015386 MUNICIPA	AL GIS PARTNERS, INC	7037		GIS STAFFING SERVICE JUNE '23	
						01-16-000-72652	9,270.00
						60-00-000-72652	5,840.10
						63-00-000-72652	648.90
						64-00-000-72652	2,781.00
						Total :	18,540.00
203328	8/4/2023	015723 NICOR		01981510009		ACCT#01981510009 METER#39689	
						01-26-025-72511	70.11
				06821610000		ACCT#06821610000 METER 276933	
						60-00-000-72511	19.08
						63-00-000-72511	19.08
						64-00-000-72511	16.34
				53463710003		ACCT#53463710003 METER 291221	
						01-26-025-72511	51.60
				54072310003		ACCT#54072310003 METER 542086	

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01-26-025-72511

ACCT#73675410002 METER 356130

ACCT#74433410003 METER 357540

ACCT#83523710008 METER#30262

ACCT#90223493009 METER 508073

ACCT#96019958527 METER#45826

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203328	8/4/2023	015723	015723 NICOR	(Continued)		Total :	2,291.84
203329	8/4/2023	006221	NORTHERN SAFETY CO. INC.	905608013		NINJA FLEX SERIES LATEX COATE	
						60-00-000-73845	157.97
						63-00-000-73845	17.55
						64-00-000-73845	75.23
						01-26-023-73845	62.11
						01-26-024-73845	31.06
						Total :	343.92
203330	8/4/2023	010135	ONSITE COMMUNICATIONS USA, INC	52714		RADIOS FOR EOC AT RIBFEST	
			,			11-00-000-72750	850.25
						Total:	850.25
000004	0/4/0000	040000	ODTO COLLITIONIC INC	40450			
203331	8/4/2023	016869	OPTO SOLUTIONS INC	13459		CONNECTOR, RIPEX, RIPEX2, MID	40.50
						60-00-000-72528	12.50
						63-00-000-72528	12.50
						60-00-000-72528	19.26
						63-00-000-72528	19.26
						Total :	63.52
203332	8/4/2023	021106	P4 SECURITY SOLUTIONS LLC	11591		OFF DUTY LAW ENFORCEMENT O	
						01-35-000-72923	65,610.00
						Total :	65,610.00
203333	8/4/2023	006475	75 PARK ACE HARDWARE	070926/1	CUST#9404 - DOUBLE HOOK BN 41		
						01-19-000-72540	30.85
				070996/1		CUST#891431 - PLASTIC PAIL, DAV	
						60-00-000-73410	33.98
						63-00-000-73410	3.78
						64-00-000-73410	16.17
				70845/1		CONNECTOR2 WIRE ORANGE, EX	
						01-19-000-72524	13.98
						01-19-000-73585	39.98
				70918/1		CUST#9404 - CLOROX CLEAN UP,	
						01-19-000-73585	252.19
						01-19-000-73530	316.51

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Amou	Description/Account	PO #	Invoice	Vendor	Date	Voucher
			(Continued)	006475 PARK ACE HARDWARE	8/4/2023	203333
658.7	01-19-000-73870		,			
89.9	01-19-000-73845					
	CUST#891432 - LIQUID CHLORINA		70971/1			
62.9	01-26-023-73550					
	CUST#89143 - RAID WASP & HORN		70992/1			
9.9	01-26-025-72520					
1,529.1	Total :					
	4130.0001 LEGAL SVC VTP GENER		139922	017268 PETERSON JOHNSON & MURRAY	8/4/2023	203334
13,263.4	01-14-000-72850					
•	4130.0003 LEGAL SVC FOIA THRU		139923			
4,558.0	01-14-000-72857					
	4130.0022 LEGAL SVC NEW BREMI		139924			
9,480.0	27-00-000-72850					
	4130.0025 LEGAL SVC TP 2019 NO		139925			
2,042.5	01-14-000-72850					
	4130.0031 LEGAL SVC TP EMINENT		139926			
1,935.0	27-00-000-72850					
	4130.0037 SVC FOR BRIXMOOR DE		139927			
3,420.0	28-00-000-72850					
	4130.0039 LEGAL SVC VOLLMER H		139928			
180.0	01-14-000-72850					
040.0	4130.0050 LEGAL SVC LINCOLN W.		139929			
210.0	01-14-000-72850		400000			
2 244 (4130.0001 LEGAL SVC VTP GENER 01-14-000-72855		139930			
3,311.0	4160.0001 LEGAL SVC VPT PROSE		139931			
4,988.0	01-14-000-72858		139931			
4,900.0	4173.0007 LEGAL SVC J&J VENTUF		139932			
43.0	01-14-000-72850		139932			
75.0	4173-0008 LEGAL SVC J&J VENTUF		139933			
623.5	01-14-000-72850		100000			
020.0	4173-0009 LEGAL SVC J&J GAMIN(139934			
258.0	01-14-000-72850					
44,312.4	Total:					

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Date	Vendor	Invoice	PO #	Description/Account	Amount
8/4/2023	006498 POLICE CHIEFS ASSC OF WILL CO	072623		MEMBERSHIP RENEWAL - JACK TO 01-17-205-72720	50.00
				Total :	50.00
8/4/2023	006780 POMP'S TIRE SERVICE, INC	411042612	VTD 000400	TIRES FOR UNIT 1503	544.04
		411045791	VTP-020136		541.24
		111010701	VTP-020181	01-26-024-73560	615.08
				Total :	1,156.32
8/4/2023	013587 PROSHRED SECURITY	1210879		SERVICE 27" EXEC CONSOLEM 96	
				01-17-205-72750 Total :	97.03 97.03
8/4/2023	018110 PROVEN BUSINESS PRODUCTS	1060665		MONTHLY CONTRACT SVC AGREE	
					888.96 888.96
					000.30
8/4/2023	010575 PUBLIC AGENCY TRAINING COUNCIL	268542			250.00
				701-17-220-72140 Total:	350.00 350.00
8/4/2023	006950 OHILL COPPORATION	22645972		2 8MIL TODI OADING SHT PROTEC	
0/4/2023	000000 QUILL CONTON	33043072		01-35-000-73110	21.18
		33722873		STARBUCKS GIFT CARDS, SCOTCI	
					43.55 64.73
					04.75
8/4/2023	006361 RAY O' HERRON CO INC	2279828			195.99
		2286173		GOLD PLATE BADGE PLAIN SEAL	190.99
				01-17-205-73610	466.51
				Total :	662.50
8/4/2023	012095 RECORD A HIT INC	232083		BOUNCE HOUSES FOR BOO BASH	
			VTP-020196		1,145.00 1,145.00
				iotai .	1,145.00
	8/4/2023 8/4/2023 8/4/2023 8/4/2023 8/4/2023	Date Vendor 8/4/2023 006498 POLICE CHIEFS ASSC OF WILL CO 8/4/2023 006780 POMP'S TIRE SERVICE, INC 8/4/2023 013587 PROSHRED SECURITY 8/4/2023 018110 PROVEN BUSINESS PRODUCTS 8/4/2023 010575 PUBLIC AGENCY TRAINING COUNCIL 8/4/2023 006850 QUILL CORPORATION 8/4/2023 006361 RAY O' HERRON CO INC 8/4/2023 012095 RECORD A HIT INC	8/4/2023 006498 POLICE CHIEFS ASSC OF WILL CO 072623 8/4/2023 006780 POMP'S TIRE SERVICE, INC 411042612 411045791 8/4/2023 013587 PROSHRED SECURITY 1210879 8/4/2023 018110 PROVEN BUSINESS PRODUCTS 1060665 8/4/2023 010575 PUBLIC AGENCY TRAINING COUNCIL 268542 8/4/2023 006850 QUILL CORPORATION 33645872 33722873 8/4/2023 006361 RAY O' HERRON CO INC 2279828 2286173	8/4/2023 006498 POLICE CHIEFS ASSC OF WILL CO 072623 8/4/2023 006780 POMP'S TIRE SERVICE, INC 411042612	B/4/2023 006498 POLICE CHIEFS ASSC OF WILL CO 072623 MEMBERSHIP RENEWAL - JACK TK 01-17-205-72720 Total : B/4/2023 006780 POMP'S TIRE SERVICE, INC 411042612 411045791 TIRES FOR UNIT 1503 01-19-000-72570 TIRES FOR UNIT 66 VTP-020181 VTP-020181 01-26-024-73560 Total : B/4/2023 013587 PROSHRED SECURITY 1210879 SERVICE 27" EXEC CONSOLEM 96 01-17-205-72750 Total : B/4/2023 018110 PROVEN BUSINESS PRODUCTS 1060665 MONTHLY CONTRACT SVC AGREE 01-16-000-72756 Total : B/4/2023 010575 PUBLIC AGENCY TRAINING COUNCIL 268542 SEARCH WARRANT MAJOR CASE 01-17-220-72140 Total : B/4/2023 006850 QUILL CORPORATION 33645872 2.8MIL TOPLOADING SHT PROTEC 01-35-000-73110 STARBUCKS GIFT CARDS, SCOTCI 01-35-000-73110 Total : B/4/2023 006361 RAY O' HERRON CO INC 2279828 UN REV RAINCOAT BLK/YEL 4XLL 01-21-000-73610 GOLD PLATE BADGE PLAIN SEAL 01-17-205-73610 Total : B/4/2023 012095 RECORD A HIT INC 232083 BOUNCE HOUSES FOR BOO BASH

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FUEL SURCHAGE, ON L 01-26-025-72535 19-R0866.04 TP 191ST S 26-00-000-75706 21-R0306 TP CRANA HO 01-14-000-72840 22-R0503 TP MARRIOTT 01-14-000-72840 22-R0644.01 TP OAK RIE		89534 23070312 23070313	BLE FIRE EQUIPMENT			203343
19-R0866.04 TP 191ST S 26-00-000-75706 21-R0306 TP CRANA HO 01-14-000-72840 22-R0503 TP MARRIOTT 01-14-000-72840			NSON ENGINEERING CO. LTD.	006874	0.14/0.00	
26-00-000-75706 21-R0306 TP CRANA HO 01-14-000-72840 22-R0503 TP MARRIOTT 01-14-000-72840			NSON ENGINEERING CO. LTD.	006874	21112222	
26-00-000-75706 21-R0306 TP CRANA HO 01-14-000-72840 22-R0503 TP MARRIOTT 01-14-000-72840			NSON ENGINEERING CO. LTD.	006874	01410000	
21-R0306 TP CRANA HO 01-14-000-72840 22-R0503 TP MARRIOTT 01-14-000-72840		22070212			8/4/2023	03344
01-14-000-72840 22-R0503 TP MARRIOTT 01-14-000-72840		22070212				
22-R0503 TP MARRIOTT 01-14-000-72840		23070313				
01-14-000-72840						
		23070315				
22-R0644.01 TP OAK RII						
		23070316				
16-00-000-72840						
22-R0644.02 PT PETE'S		23070317				
28-00-000-72840						
23-R0486 - TP PARK PLA		23070319				
28-00-000-72840						
19-R0866.03 TP 191ST S		23070324				
26-00-000-75706						
22-R0633 TP GAS N WA	23070325					
01-14-000-72840						
BUSINESS CONSULTING		4059	GROUP, LLC	019092 RORY GROUP, LLC	8/4/2023	03345
01-11-000-72790						
Total :						
DRUM, FRT WHEEL BRK		3033486374	TRUCK CENTERS	016334	8/4/2023	03346
01 20 020 120 10						
RETIREE BENEFITS ENI		080123	TER SHARON	007260	8/4/2023	03347
	000123	JULIZUU SAUTTEN, SHAKUN	0/ 1/2020	00011		
04-00-000-20199						
		8564199	ICE SANITATION, INC.	007453	8/4/2023	03348
FARMER'S MARKET POI			•			203340
FARMER'S MARKET POI 01-35-000-72923						
EEL BRI	01-11-000-72790 DRUM, FRT WHI 01-26-023-72540 RETIREE BENEF 84-00-000-20199 FARMER'S MARI	01-11-000-72790 DRUM, FRT WHI 01-26-023-72540 RETIREE BENEF 84-00-000-20199 FARMER'S MARI	01-11-000-72790 3033486374 DRUM, FRT WHI 01-26-023-72540 080123 RETIREE BENEF 84-00-000-20199 8564199 FARMER'S MARI	RUSH TRUCK CENTERS 3033486374 DRUM, FRT WHI 01-26-023-72540 SAUTTER, SHARON 080123 RETIREE BENEF 84-00-000-20199 SERVICE SANITATION, INC. 8564199 FARMER'S MARI	01-11-000-72790 016334 RUSH TRUCK CENTERS 3033486374 DRUM, FRT WHI 01-26-023-72540 007260 SAUTTER, SHARON 080123 RETIREE BENEF 84-00-000-20199 007453 SERVICE SANITATION, INC. 8564199 FARMER'S MARK	8/4/2023 016334 RUSH TRUCK CENTERS 3033486374 DRUM, FRT WHI 01-26-023-72540 8/4/2023 007260 SAUTTER, SHARON 080123 RETIREE BENER 84-00-000-20199 8/4/2023 007453 SERVICE SANITATION, INC. 8564199 FARMER'S MARI

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Date	Vendor		Invoice	PO #	Description/Account	Amount
8/4/2023	007224	STANDARD EQUIPMENT COMPANY	P44501		STREET SWEEPER BRUSHES	
				VTP-020183	01-26-023-72530	1,179.84
						117.65
					Total :	1,297.49
8/4/2023	015452	STEINER ELECTRIC COMPANY	S007399687.001		WATERTIGHT INLINE FUSEHOLDEI	
					01-26-024-73570	489.12
			S007401783.001		V2000BC RACEWAY BASE & CVR F	
					01-26-025-72552	35.20
			S007402324.001			
						0.51
			S007402324.002			40.00
			0007400004 004			13.23
			S007403221.001			40.64
			\$007404064,001			48.64
			3007404004.001			499.02
						1,085.72
						1,000.72
8/4/2023	011038	STEVE SPIESS CONSTRUCTION INC.	5260			
				VTP-019966	26-00-000-75706	240,934.37
					Total :	240,934.37
8/4/2023	007205	SUBURBAN LABORATORIES INC.	216506		DISINFECTANT BY PRODUCTS	
					60-00-000-72865	1,249.50
					64-00-000-72865	535.50
					Total :	1,785.00
8/4/2023	007297	SUTTON FORD INC./FLEET SALES	583651		KIT JET - 7D & STOCK - POLICE	
						25.76
			583818			20.10
					01-26-023-72540	94.46
			584158		MOULDING WINDSHEILD UNIT #40	
					01-26-023-72540	89.53
					Total :	209.75
8/4/2023	020790	TEXAS LIFE INSURANCE COMPANY	SB0DBM20230716001		1ST QUARTER FY24 ANCILLARY LI	
	8/4/2023 8/4/2023 8/4/2023	8/4/2023 015452 8/4/2023 011038 8/4/2023 007205 8/4/2023 007297	8/4/2023 015452 STEINER ELECTRIC COMPANY 8/4/2023 011038 STEVE SPIESS CONSTRUCTION INC. 8/4/2023 007205 SUBURBAN LABORATORIES INC. 8/4/2023 007297 SUTTON FORD INC./FLEET SALES	8/4/2023 015452 STEINER ELECTRIC COMPANY S007399687.001 S007401783.001 S007402324.001 S007402324.002 S007403221.001 S007404064.001 8/4/2023 011038 STEVE SPIESS CONSTRUCTION INC. 5260 8/4/2023 007205 SUBURBAN LABORATORIES INC. 216506 8/4/2023 007297 SUTTON FORD INC./FLEET SALES 583651 583818 584158	8/4/2023 007224 STANDARD EQUIPMENT COMPANY P44501 VTP-020183 8/4/2023 015452 STEINER ELECTRIC COMPANY S007399687.001 S007401783.001 S007402324.001 S007402324.002 S007403221.001 S007404064.001 8/4/2023 011038 STEVE SPIESS CONSTRUCTION INC. 5260 VTP-019966 8/4/2023 007205 SUBURBAN LABORATORIES INC. 216506 8/4/2023 007297 SUTTON FORD INC./FLEET SALES 583651 583818 584158	8/4/2023 07/224 STANDARD EQUIPMENT COMPANY P44501 STREET SWEEPER BRUSHES 01-26-023-72530 01-26-023-72540 01-26-023-72520 01-26-023-72520 01-26-023-72520 01-26-023-72520 01-26-023-72520 01-26-023-72520 01-26-023-72520 01-26-023-72540

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203354	8/4/2023	020790	TEXAS LIFE INSURANCE COMPANY	(Continued)	VTP-020011	01-14-000-72430 Total :	870.52 870.52
203355	8/4/2023	017520	THE COP FIRE SHOP	212525		EMB L/C LOGO (TINLEY PARK LIFE 01-33-000-73610 Total :	144.00 144.00
203356	8/4/2023	007886	THEODORE POLYGRAPH SERVICE	8269		PRE-EMPLOYMENT DOUGLAS CUF 01-41-040-72846 Total :	200.00 200.00
203357	8/4/2023	007777	THOMPSON ELEVATOR INSPECTION	1846		5 NEW CONSTRUCTION PERMIT R 01-33-300-72853 Total :	375.00 375.00
203358	8/4/2023	019712	TM TIRE CO INC	151847	VTP-020187	POLICE UNIT 2M TIRES 01-17-205-73560 01-17-205-73560 Total :	412.88 15.00 427.88
203359	8/4/2023	012187	TOTAL AUTOMATION CONCEPTS, INC	C015661	VTP-020114	BUILDING AUTOMATION MAINTEN 01-26-025-72790 Total :	9,504.00 9,504.00
203360	8/4/2023	020793	TRANSAMERICA LIFE INSURANCE	2505064244	VTP-020010	1ST QUARTER FY24 ANCILLARY LI 01-14-000-72430 Total :	89.50 89.50
203361	8/4/2023	014510	TRUGREEN	179950720 179960438 180214345 180216519	VTP-019985 VTP-019985 VTP-019985 VTP-019985	LAWN TREATMENT - 76TH ST MED 01-26-023-72881 LAWN TREATMENT - CHAS POWEF 01-26-023-72881 LAWN TREATMENT - 179TH BERM 01-26-023-72881 LAWN TREATMENT - FIRE HOUSE : 01-26-023-72881	250.00 90.00 225.00 40.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
203361	8/4/2023	014510 014510 TRUGREEN	(Continued)		Total :	605.00
203362	8/4/2023	002176 UNITED STATES POSTAL SEI	RVICE 080123		AUGUST WATER BILLS 60-00-000-72110 64-00-000-72110 Total :	2,344.52 1,004.79 3,349.3 1
203363	8/4/2023	020715 VANTAGE AV	12435-3	VTP-020197	STAGE AND SOUND PRODUCTION 01-35-000-72923 Total:	5,975.00 5,975.0 0
203364	8/4/2023	020715 VANTAGE AV	12437-3	VTP-020197	STAGE AND SOUND PRODUCTION 01-35-000-72923 Total:	5,975.00 5,975.0 0
203365	8/4/2023	021112 VILLAGE OF CHANNAHON	0000002135		ILEAS - RIBFEST DETAIL - OFR NEI 01-35-000-72923 Total :	1,980.00 1,980.0 0
203366	8/4/2023	021111 VILLAGE OF PLAINFIELD	00000001		PLAINFIELD OFC# 167 R ROBLES I 01-35-000-72923 Total :	733.01 733.0 1
203367	8/4/2023	010165 WAREHOUSE DIRECT INC	5534447-0		BOARD 6' X 4' MAGNETIC 01-26-025-73110 Total :	482.50 482.5 0
203368	8/4/2023	011055 WARREN OIL CO.	W1579044		N.I., GAS USED 7/1-7/21/32 01-17-205-73530 01-19-000-73530 01-19-020-73530 01-21-000-73530 60-00-000-73530 63-00-000-73530 64-00-000-73530 01-26-023-73530 01-26-024-73530 01-33-300-73530	11,559.57 743.87 41.43 1,995.90 868.93 217.23 465.50 1,717.47 834.22 259.65

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Bank code: apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203368	8/4/2023	011055 WARREN OIL CO.	(Continued)			
			,		01-12-000-73530	76.34
					01-14-000-73532	97.68
					01-14-000-73531	961.54
					01-42-000-73530	414.16
			W1579045		DIESEL FUEL USED 6/15/23-7/21/23	
					01-19-000-73545	2,133.18
					60-00-000-73545	274.75
					63-00-000-73545	68.68
					64-00-000-73545	147.19
					01-26-023-73545	2,407.03
					01-26-024-73545	232.66
					01-21-000-73530	33.33
					01-14-000-73531	223.26
					01-17-205-73530	44.92
					Total :	25,818.37

116 Vouchers for bank code : apbank Bank total : 1,346,007.12

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120 Vouchers in this report

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
4643	8/1/2023	018837	INSURANCE PROGRAM MANAGER	RS GR 210731W002		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	151.76	
						63-00-000-72542	28.91
						64-00-000-72542	77.42
						Total :	258.09
4644	4 8/1/2023 018837 INSURANCE PROGRA			RS GR 210731W002-1		PAYEE-ALIGN NETWORKS INC	
						60-00-000-72542	151.76
						63-00-000-72542	28.91
						64-00-000-72542	77.42
						Total :	258.09
4645	8/1/2023	018837	INSURANCE PROGRAM MANAGER	RS GR 210731W002-2		PAYEE-ALIGN NETWORKS INC	
						60-00-000-72542	151.76
						63-00-000-72542	28.91
						64-00-000-72542	77.42
						Total :	258.09
4646	8/1/2023	018837	INSURANCE PROGRAM MANAGER	RS GR 200803W006		PAYEE-ENCOMPASS SPECIALTY N	
						01-14-000-72542	146.50
						Total :	146.50
	4 Vouchers	for bank	code: ipmg			Bank total :	920.77

1,346,927.89

Total vouchers :

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Voucher List Village of Tinley Park

Bank code	: ipmg					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
	Hall do hereby against said vi	rk Village Board having duly met at Village or certify that the following claims or demands illage were presented and are approved for resented on the above listing.				
		reof, the Village President and Clerk of Finley Park, hereunto set their hands.				
		Village President				
		Village Clerk				
		Date				

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Voucher List Village of Tinley Park

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Date	Vendor	Invoice	PO #	Description/Account	Amount
8/8/2023	021118 RAINBOW CONE LLC	080823		SENIOR CENTER LUNCHEON 8/9/2 01-41-056-72937 Total :	139.98 139.98
8/11/2023	012659 ADVANCE AUTO PARTS	6717321489472		OIL FILTER, FUEL FILTER - EMA #6 ⁻ 01-21-000-72540 Total :	16.07 16.07
8/11/2023	002734 AIR ONE EQUIPMENT, INC	196547		STREAMLIGHT; VULCAN CLUTCH '01-19-000-73410 Total:	420.00 420.00
8/11/2023	016616 AMERICAN MEDICAL RESPONSE	10972		EMS SERVICE AGREEMENT 7/1-7/3 01-21-000-72856	44,504.58 44,504.58
8/11/2023	002470 AMPEST EXTERMINATION LLC	6128		BALD FACED HORNETS NEST REN 01-26-023-72790 Total :	195.00 195.00
8/11/2023	002665 APPLE CHEVROLET	402947 403280		NUT,CAP PK TAHOE -FD 01-19-000-72540 FD- CAP PKG TAHOE 01-19-000-72540 Total :	539.68 136.00 675.68
8/11/2023	004223 ARC ILLINOIS / ARC IMAGING	941071		36X150 24# COLOR INKJET BOND 01-35-000-73110 Total :	168.89 168.89
8/11/2023	020986 ARIES CHARTER TRANSPORTATION	99311	VTP-020199	ALE TRAIL TROLLEY - 8-23-23 01-35-100-72790 Total :	2,800.00 2,800.00
8/11/2023	020986 ARIES CHARTER TRANSPORTATION	99310	VTP-020200	ALE TRAIL TROLLEY 8-16-23 01-35-100-72790	2,800.00
	Date 8/8/2023 8/11/2023 8/11/2023 8/11/2023 8/11/2023 8/11/2023		Date Vendor Invoice 8/8/2023 021118 RAINBOW CONE LLC 080823 8/11/2023 012659 ADVANCE AUTO PARTS 6717321489472 8/11/2023 002734 AIR ONE EQUIPMENT, INC 196547 8/11/2023 016616 AMERICAN MEDICAL RESPONSE 10972 8/11/2023 002470 AMPEST EXTERMINATION LLC 6128 8/11/2023 002665 APPLE CHEVROLET 402947 403280 8/11/2023 004223 ARC ILLINOIS / ARC IMAGING 941071 8/11/2023 020986 ARIES CHARTER TRANSPORTATION 99311	Date Vendor Invoice PO # 8/8/2023 021118 RAINBOW CONE LLC 080823 8/11/2023 012659 ADVANCE AUTO PARTS 6717321489472 8/11/2023 002734 AIR ONE EQUIPMENT, INC 196547 8/11/2023 016616 AMERICAN MEDICAL RESPONSE 10972 8/11/2023 002470 AMPEST EXTERMINATION LLC 6128 8/11/2023 002665 APPLE CHEVROLET 402947 403280 403280 8/11/2023 004223 ARC ILLINOIS / ARC IMAGING 941071 8/11/2023 020986 ARIES CHARTER TRANSPORTATION 99311 8/11/2023 020986 ARIES CHARTER TRANSPORTATION 99310	Date Vendor Invoice PO # Description/Account

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203378	8/11/2023	020986	020986 ARIES CHARTER TRANSPO	PRTATIOI (Continued)		Total :	2,800.00
203379	8/11/2023	020536	AVANT CALIBRATION SERVICES LLC	7252023-01		NIST CALIBRATION FIRE TOWER 01-19-000-72750 Total :	430.00 430.00
203380	8/11/2023	003166	B & J TOWING AND AUTO REPAIR	23156		SAFETY INSPECTION 7/24/23 01-26-023-72266 60-00-000-72266 63-00-000-72266 64-00-000-72266	333.00 12.25 12.25 10.50 368.00
203381	8/11/2023	021113	BANNER SOLUTIONS	11118044		ABUS 1 3/4 BR - SCH C-L 01-26-025-72520 Total :	452.55 452.55
203382	8/11/2023	002923	BLACK DIRT INC.	5391	VTP-020161	BLACK DIRT FOR LAWN RESTORA 01-26-023-73680 Total:	250.00 250.00
203383	8/11/2023	021122	CANDELERO, VINCENT	080823		EMD RECERTIFICATION 01-21-210-72140 Total:	30.00 30.00
203384	8/11/2023	003304	CARLIN-MORAN LANDSCAPE INC	6566		LAWN MAINT 18401 MAPLE CREEK 01-33-300-72744 Total :	900.00 900.00
203385	8/11/2023	014026	CHANDLER SERVICES CORPORATION	29462		E-ONE FIRE APPARATUS T47 CONI 01-19-000-72540 Total :	8,750.10 8,750.10
203386	8/11/2023	015199	CHICAGO PARTS & SOUND LLC	2j0004330 3-0056907	VTP-019833	EMERGENCY EQUIPMENT FOR (5) 30-00-000-74220 CERAMIC BRAKE PADS, GEOSPEC	13,961.00
			3-0056908		01-21-000-72540 PD STOCK - BRAKE PADS AND RO	114.33	

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203386	8/11/2023	015199	199 CHICAGO PARTS & SOUND LLC	(Continued)			
				3-0056974		01-17-205-72540 5W30 BLEND OIL STREETS UNIT 2	175.10
				3-0030374		01-26-023-72540	41.16
						Total :	14,291.59
203387	8/11/2023	018325	CHICAGO TRIBUNE COMPANY LLC	166164234		ACCT#166164234 CHICAGO RIBUN	
						01-14-000-72720	114.99
						Total :	114.99
203388	8/11/2023	013820	CINTAS CORPORATION	4163819188		MATS - PD	100.10
			4163819218		01-26-025-72790 MATS - PW	190.40	
			1100010210	01-26-025-72790	440.21		
			Total :	630.61			
203389 8/11/2023	020609	CLASSY FLOWERS	1000011497	SYMPATHY FLOWERS - P.WALLRIC			
						01-14-000-73870	78.50
						Total :	78.50
203390	8/11/2023	013878	COMED - COMMONWEALTH EDISON	2777112019		ACCT#2777112019 175TH & SANDA	
				3214011009		01-26-023-72510 ACCT#3214011009 16853 LAKEWO	442.84
				3214011009		64-00-000-72510	189.59
						Total :	632.43
203391	8/11/2023	012410	CONSERV FS, INC.	66054972		SUNNY GLAMOUR COATED, 13-13-	
						60-00-000-73680	194.04
						63-00-000-73680 64-00-000-73680	21.56 92.40
						Total :	308.00
203392	8/11/2023	003635	CROSSMARK PRINTING, INC	91884		PD BUSINESS CARD K.SCHUTT	
	3, 11, 2320	200000	,	3.331		01-17-205-72310	38.95
						Total :	38.95
203393	8/11/2023	018379	DM INDUSTRIAL JANITORIAL SERV	7595		POLICE STATIONAL JANITORIAL SI	
					VTP-020154	01-26-025-72525	3,720.00

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203393	8/11/2023	018379	018379 DM INDUSTRIAL JANITORIA	AL SERV (Continue	ed)	Total :	3,720.00
203394	8/11/2023	017073	DYNEGY ENERGY SERVICES LLC	3613125002		ACCT#3613125002 INV#146561323(
						64-00-000-72510	1,140.86
				3670129006		ACCT#3670129006 INV#146561323(
					64-00-000-72510	375.18	
				3784068018		ACCT#3784068018 INV#1465613230	
					60-00-000-72510	6,446.89	
			4070400045		63-00-000-72510	6,446.89	
		4373166015		ACCT#4373166015 INV#146561323(60-00-000-72510	4,176.60		
					63-00-000-72510	4,176.60	
			5095140029		ACCT#5095140029 INV#146561323(4,170.59	
				3033140023	64-00-000-72510	6,001.44	
						Total :	28,764.45
203395	203395 8/11/2023	004152	ECOLAB PEST ELIMINATION INC.	2262181		EXTERIOR INSECT	
						01-26-025-72790	300.00
						Total :	300.00
203396	8/11/2023	017807	EMERGENCY VEHICLE SERVICE INC.	13246		UNIT I-49 INSPECTION OF BRAKES	
						01-19-000-72540	375.00
				13352A		UNIT E-48 SERVICE	
						01-19-000-72540	7,791.65
						Total :	8,166.65
203397	8/11/2023	020246	FIFTH THIRD BANK	061323		****2177 MILITARY LAW ENFORCE	
						01-17-220-72170	-585.00
				063023.		****2177 WATER	
						01-14-000-73115	26.16
						01-26-023-73115	20.93
						60-00-000-73115	7.33
						63-00-000-73115 64-00-000-73115	7.33 6.28
						01-26-024-73115	10.45
				070323		****2177 MEMBERSHIP RENEWAL	10.43
				0.0020		60-00-000-72720	6.30

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203397	8/11/2023	020246 FIFTH THIRD BANK	(Continued)			
			,		63-00-000-72720	6.30
					64-00-000-72720	5.40
					01-26-023-72720	18.00
					01-26-024-72720	9.00
			070323		****2177 BAND TRANSPORTATION	
					01-35-000-72923	476.52
			070323.		****2177 COOLER	
					60-00-000-73870	12.60
					63-00-000-73870	12.60
					64-00-000-73870	10.79
					01-26-023-73870	35.99
					01-26-024-73870	18.00
			070323		****2177 HOT DOGS, BUNS, CHIPS	
			0.0020		60-00-000-72220	20.10
					63-00-000-72220	20.10
					64-00-000-72220	17.23
					01-26-023-72220	57.43
					01-26-024-72220	28.71
			070323		****2177 WATER FOR STAFF AT RIE	20.7
			0.0020		01-35-000-72923	313.92
			070423		*****2177 AMAZON DISPUTE CHAR	0.0.02
			070120		01-14-000-73110	45.99
			070523		****2177 PLATES, DRINKS, FRUIT	10.00
			0.0020		01-33-000-72220	38.09
			070523		****2177 J ENGBERG WELCOME BI	00.00
			0.0020		01-33-000-72220	97.48
			071023		****2177 CHICAGO TRIBUNE MONT	07.10
			07 1020		01-35-000-72720	34.00
			071023		****2177 WATER AND GATORADE F	01.00
			07 1020		01-35-000-72923	196.14
			071323		****2177 PLATES. CUTLERY, POP, (100.1-
			07 1020		01-14-000-73115	65.32
					60-00-000-73115	12.22
					63-00-000-73115	12.22
					64-00-000-73115	10.48
					01-14-000-73115	73.92
					01-14-000-70110	13.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203397	8/11/2023	020246 FIFTH THIRD BANK	(Continued)			
			, ,		01-26-023-73115	34.92
					01-26-024-73115	17.46
			071323		****2177 SENIOR CENTER	
					01-41-056-72937	173.57
			071723		****2177 PAPER TOWEL, WATER, C	
					01-26-025-73580	93.52
					01-17-205-73315	128.00
			071923		****2177 POSTAGE HEALTHCARE S	
					01-14-000-72110	57.50
			071923		****2177 PAPER TOWL, FOIL, TRAY	
					60-00-000-73115	40.25
					63-00-000-73115	40.25
					64-00-000-73115	34.51
					01-26-023-73115	115.01
					01-26-024-73115	57.50
					01-26-025-73580	93.52
					01-14-000-72974	110.96
			072023		****2177 VENDING MACHINE SNAC	
					01-14-000-73115	152.62
					01-26-025-73580	23.48
			072123		****2177 EMPLY PICNIC - SIDE DISH	
					01-14-000-72974	40.00
			072423.		****2177 MAYORS OFFICE LUNCH	
					01-12-000-72220	70.38
			072523		****2177 CAMPAIGN DESIGN ONE 1	
					01-35-000-72720	79.00
			072523		****2177 EMPLY PICNIC GENERAL (
					01-14-000-72974	687.51
					01-14-000-73115	78.86
			072623		****2177 ICE	
					01-14-000-72974	30.96
			072723		****2177 JOB POSTING	
					01-14-000-72448	219.36
			10077314598		****2177 WATER FOR STAFF AT RIE	
					01-35-000-72923	317.92
			111-1947270-992821	1	****2177 BLOCK PARTY TIE DYE EC	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
203397	8/11/2023	020246 FIFTH THIRD BANK	(Continued)			
			,		01-35-000-72923	200.18
			111-2101332-8297802		****2177 GEL PEN REFILLS, PRINTI	
					60-00-000-73110	18.18
					63-00-000-73110	2.02
					64-00-000-73110	8.66
					01-26-023-73110	28.87
					01-26-024-73110	9.44
			111-3650942-5046647		****2177 MICROFIBER DUSTER	0
			111 00000 12 00 100 11		01-26-025-73680	30.96
			111-3780123-1910643		****2177 SHIRTS	00.00
			111 07 00 120 10 100 10		01-33-000-73610	56.95
			111-3881617-9862615		****2177 CAMERA CARDS FOR INV	00.00
			111-0001017-3002010		01-19-020-73615	119.92
			111-4448601-8655421		****2177 PRESSBOARD HANGING [110.02
			111-4440001-0000421		01-19-000-73110	135.63
			111-5183829-0249032		****2177 RECEIVER	100.00
			111-3103029-0249032		01-26-025-72520	52.69
			111-6192660-7613022		****2177 PRESSTEX HANGING DAT	02.00
			111-0192000-7013022		01-19-000-73110	76.05
			111-6469665-1068247		****2177 KEYBOARD	70.00
			111-0409003-1000247		01-26-025-73110	39.99
			111-6771375-1297010		****2177 BUSINESS RETENTION BC	39.98
			111-0771373-1297010		01-33-000-73610	52.95
			111 6902066 5015455		****2177 FLOOR SEALER	52.90
			111-6802966-5915455			111 05
			110 1717010 5077015		01-26-025-73680	111.95
			112-1747012-5977845		***2177 HEAVY DUTY EXAM GLOV	00.00
			440 4000000 4000000		01-26-025-73580	86.99
			112-1933082-4302650		****2177 FLOOR STRIPPER TOOL	04.50
			440.0400074.4544000		01-26-025-73580	31.56
			112-2120371-1544206		****2177 BLANK TAB FILE GUIDES	
			440 4407507 0070050		01-12-000-73110	141.63
			112-4487537-3873850		****2177 CRAYONS	40.5
					60-00-000-73590	10.91
					63-00-000-73590	2.08
					64-00-000-73590	5.57
					01-26-023-73590	18.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203397	8/11/2023	020246 FIFTH THIRD BANK	(Continued)			
			112-8204723-6980229		****2177 FOOD COVER, INFLATABL	
					01-14-000-72974	70.98
			113-9287074-3646602		****2177 GAME SETS FOR SENIOR	
					01-41-056-72937	90.98
			114-0876082-0588267		****2177 DRIVEWAY CURB RAMPS	
					01-26-023-73870	275.96
			114-5442709-6329043		****2177 PRESSTEX COVERS W/ S'	
					01-19-000-73110	-120.80
			114-8216397-7634642		****2177 HANGING DATA BINDER	
					01-19-000-73110	-70.05
			114-9254747-2265065		****2177 LEGAL PADS. POST ITS, P	
					01-19-000-73110	46.20
			1417-4123		****2177 ASSESSMENT STRATERG	
				VTP-020177	01-17-220-72140	2,695.00
			1419-7878		****2177 IPSTA CONFERENCE REG	
					01-21-210-72170	175.00
			1438363		****2177 WORK BOOTS - DUPLICAT	
					60-00-000-73610	-88.41
					63-00-000-73610	-16.84
					64-00-000-73610	-45.10
			15337540		****2177 PROSENSE SIGNAL CONE	
					60-00-000-72528	238.00
					63-00-000-72528	238.00
			1787-6344		****2177 IPSTA CONFERENCE REG	
					01-21-210-72170	175.00
			1890-9641		****2177 ASSESSMENT STRATERG	
				VTP-020177	01-17-220-72140	2,695.00
			1927-0490		****2177 IPSTA CONFERENCE REG	
					01-21-210-72170	175.00
			19553		****2177 CFM-IL DUES RENEWAL -	
					01-26-023-72720	25.00
					60-00-000-72720	14.70
					63-00-000-72720	2.80
					64-00-000-72720	7.50
			19659333348720641		****2177 TERMINAL OPERATOR HE	
					01-11-000-72220	64.17

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/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203397	8/11/2023	020246 FIFTH THIRD BANK	(Continued)			
			19706		****2177 MEMBERSHIP	
					01-41-040-72330	214.00
			200021091218		****2177 L KOSMATKA MEMBERSHI	
					01-33-310-72720	388.00
			2195241668		****2177 ADOBE STOCK	
					01-35-000-72720	79.99
			2358-2970		****2177 SITE SIGNS AND VINYL	
					01-35-000-72923	274.80
			2444		****2177 PRINT POWDER, LATENT	
					01-17-225-73550	83.71
			3382081		****2177 AICP PRORATED DUES L.	
					01-33-310-72140	100.00
			45198		****2177 LATERAL PATROL OFFICE	
					01-41-040-72330	298.00
			6353054473		****2177 POLO SHIRTS	
					01-33-000-73610	95.52
			6353054473.		****2177 POLO SHIRTS	
					01-33-000-73610	113.73
			74792630		****2177 APA CONF D RITTER	
					01-33-000-72170	400.00
			74794106		****2177 APA CONF J ENGBERG	
					01-33-310-72170	400.00
			74794944		****2177 APA CONF L KOSMATKA	
					01-33-310-72170	400.00
			764112		****2177 BAP SUBMISSION FEE D. /	
					01-14-000-72790	575.00
			768200158		****2177 EMPLY BBQ SUPPLIES	
					01-14-000-72974	94.43
			8558665235		****2177 JOB BOARD POST LATER/	
					01-41-040-72330	215.00
			98CD7281		****2177 IL BASIC ECON DEV COUF	
					01-33-320-72140	500.00
			BFDHWPXG62		****2177 PROMOTING	
					01-35-000-72653	109.60
			E2319833202		****2177 SIMPLIFILE SYSTEMS 171	
					01-14-000-72355	112.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203397	8/11/2023	020246 FIFTH THIRD BANK	(Continued)			
			E2319833218		****2177 SIMPLIFILE SYSTEMS 801	
					01-14-000-72355	112.57
			E2320216030		****2177 SIMPLIFILE SYSTEMS 650	
					01-14-000-72355	112.57
			ER2023036931		****2177 SIMPLIFILE SYSTEMS 910	
			ED000007000		01-14-000-72355	75.81
			ER2023037389		****2177 SIMPLIFILE SYSTEMS 890	75.04
			INV3218980		01-14-000-72355 ****2177 ZOLL AED PLUS RECERTII	75.81
			1111/32 10900	VTP-020135	01-19-020-73606	794.00
			NNXBQPXG62	V 11 -020 100	****2177 PROMOTING	754.00
			1110/15 Q1 7/1002		01-35-000-72653	175.00
			O-0000394690		****2177 INSITE PRO SOFTWARE L	
					01-26-023-72540	770.00
			SO00277790		****2177 SUBSCRIPTION RENEWAL	
					01-26-023-72540	540.00
			US-INV-00032695		****2177 JOB PROMOTION USAGE	
			V00EZBBU00		01-14-000-72448	105.30
			X2CE7PPH62		****2177 PROMOTING	405.00
					01-35-000-72653	125.00
					Total :	19,075.60
203398	8/11/2023	020246 FIFTH THIRD BANK	070623		****2177 INTERNET PHOTO	
					01-35-000-73110	9.84
			071423		****2177 DOCUMENT FRAMES	
					01-35-000-73870	26.07
			072123		****2177 EMPLY PICNIC - SIDE DISH	
			0-0100		01-14-000-72974	20.00
			072123		****2177 EMPLY PICNIC - SIDE DIS	05.00
			072123		01-14-000-72974 ****2177 EMPLY PICNIC - SIDE DISI	25.00
			072123		01-14-000-72974	25.00
			072423		****2177 MAYORS OFFICE LUNCH	25.00
			072423		01-12-000-72220	2.07
			072623		****2177 LATE FEE CHARGED BY B	2.01
			0.2020		01-14-000-72315	29.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203398	8/11/2023	020246 FIFTH THIRD BANK	(Continued)			
			111-2522445-3495421		****2177 FEATHER DUSTER	
					01-26-025-73580	13.98
			111-2948299-5925069		****2177 USB CONNECTOR ADAPTI	
					01-26-024-73570	13.98
			111-4266947-9367444		****2177 ALUMINUM CAPACITOR	
					01-26-024-73570	17.75
			111-4323295-5800235		****2177 TAPE FOR FIRE STATION 4	
					01-19-000-73110	15.80
			112-9860578-0010629		****2177 STICKY TABS	
					60-00-000-73110	4.28
					63-00-000-73110	0.48
					64-00-000-73110	2.03
					01-26-023-73110	6.79
					01-26-024-73110	3.40
			113-0697480-9277818		****2177 BALLOON STICKS WITH C	
					60-00-000-73590	8.52
					63-00-000-73590	1.62
					64-00-000-73590	4.35
					01-26-023-73590	14.48
			113-3628038-5501022		****2177 LENS CAP COVER FOR C/	
					01-35-000-73870	17.48
			114-1076462-2489841		****2177 FEATHER DUSTER	
					01-26-025-73580	9.99
			114-3543814-1208266		****2177 PRESSTEX HANGING DAT	
					01-19-000-73110	15.21
			114-9455599-0173860		****2177 PRESSBOARD HANGING [
					01-19-000-73110	15.07
					Total :	302.19
203399	8/11/2023	020800 FIRST RESPONDERS WELLNESS	16878		WELLNESS CHECKS	
					01-17-220-72855	1,400.00
					Total :	1,400.00
203400	8/11/2023	012941 FMP	52-543552		GPD 6512268 - EMA #9M - CROWN	
,	5, 1., _ 5 _ 5	· · · · · · · · · · · · · · · · · · ·			01-21-000-72540	255.06
			52-543783		PD 3A CONTROL ARM	200.00

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Amoun	Description/Account	PO #	Invoice	Vendor	Date	Voucher
			(Continued)	012941 FMP	8/11/2023	203400
138.96	01-17-205-72540		67 200702			
255.06	GPD 6512268 - EMA #13M 01-21-000-72540		67-380782			
649.08	Total:					
	TRUE COST CALCULATION - JAKE		26879	017794 FOSTER & FOSTER, INC.	8/11/2023	203401
300.00	01-14-000-72851					
300.00	Total :					
	RADIO INSTALLATION - WORSITE:		IN00617015	011611 FOX VALLEY FIRE & SAFETY CO.	8/11/2023	203402
340.00	14-00-000-72550					
4 000 00	RADIO INSTALLATION WORKSITE: 14-00-000-72800		IN00617034			
1,009.00	RADIO INSTALLATION - WORKSITE		IN00617035			
1,009.00	14-00-000-72800		11400017033			
1,00010	RADIO INSTALLATION WORSITE: 2		IN00617038			
1,009.00	14-00-000-72800					
0.004.7	RADIO MAINTENANCE FEES 7/1-7/	\/TD 040000	IN00618215			
9,081.75 12,448.7 5	14-00-000-72750 Total :	VTP-019960				
12,440.73						
	FRONT ALIGNMENT UNIT 3A PD		39446	020274 FRAME TECH 1 LLC	8/11/2023	203403
75.00	01-17-205-72540					
75.00	Total :					
	DJ FOR CRUISE NIGHTS FOR 8/22/		082223	020347 FUN FUN FUN DJS	8/11/2023	203404
200.00	01-35-000-72923	VTP-019970				
200.00	Total :					
	KEY PLEASE MERV8		7428584	002877 G. W. BERKHEIMER CO., INC.	8/11/2023	203405
73.20	01-26-025-72520					
40.04	KEY PLEAT MERV8 - VILLAGE ROO		7428599			
42.84	01-26-025-72520 KEY PLEAT MERV8 - POST 12		7429926			
43.60	01-26-025-72520		1-120020			
	KEY PLEAT MERV8 - POST 10 A/C		7430391			

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Bank code	:	apbank

Amou	Description/Account	PO #	Invoice	,	Vendor	Date	Voucher
			(Continued)	G. W. BERKHEIMER CO., INC.	002877	8/11/2023	203405
23.4	01-26-025-72520						
183.0	Total :						
	CROSSING GUARD LUNCHEON 8/9		34573	GATTO'S RESTAURANT & BAR	004458	8/11/2023	203406
306.0	01-17-205-72220						
306.0	Total :						
	PW BREAKFAST		768200538	GORDON FOOD SERVICE INC.	004493	8/11/2023	203407
71.9	01-14-000-72974						
71.9	Total :						
	EAR PLUGS,CORD REEL,FLUORES		9771920627	GRAINGER	004438	8/11/2023	203408
53.7	01-19-000-73845						
148.4	01-19-000-72540						
144.3	01-19-000-73870						
346.4	Total :						
	FLOWERS - D. PETERSON		011017	HEARTS & FLOWERS	004741	8/11/2023	203409
71.9	01-14-000-73870						
71.9	Total :						
	STAFF MEAL VOUCHERS FOR 2020		071523	HILLGROVE TAP	020647	8/11/2023	203410
88.0	01-35-000-72923						
88.0	Total :						
	ACCT#32542175977593 JULY'23 W/		5977593080523	HINCKLEY SPRINGS	012281	8/11/2023	203411
100.4	01-21-210-73110						
100.4	Total :						
	REIM: SHIRTS FOR EMBROIDERIN		071923	HODGE, JILL	020375	8/11/2023	203412
60.0	01-19-020-73610						
60.0	Total :						
	HWD TSF GARBAGE TONS		8416030	HOMEWOOD DISPOSAL SERVICE	001487	8/11/2023	203413
3,753.7	01-26-023-72890						
3,753.7	Total :						

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oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
03414	8/11/2023	011425 IL EMERGENCY MGMT AGENCY	072823		IEMA-OHS TRAINING SUMMIT L.KC 01-21-000-72170 Total :	75.00 75.0 0
03415	8/11/2023	004978 ILLINOIS ASSOC OF CHIEFS OF	13430		SAFE-T ACT TRAILER 3 TRAINING : 01-17-205-72140 Total :	20.00 20.0 0
03416	8/11/2023	012013 ILLINOIS LAW ENFORCEMENT	DUES12503		ILEAS 2023 MEMBERSHIP DUES 7/ 01-17-205-72720 Total :	240.00 240.0 0
03417	8/11/2023	005276 J.C.M. UNIFORMS	795329		FD GRECO UNIFORM 01-19-000-73610 Total :	136.40 136.4 0
03418	8/11/2023	011466 JEWEL OSCO	080123		****8778 SLIM JIM, M&M,RITZ CRAC 01-14-000-73115 Total :	113.40 113.4 0
03419	8/11/2023	005379 KLEIN, THORPE & JENKINS, LTD	235372		LEGAL SVC ADMINISTRATIVE HEAI 01-14-000-72876 Total :	1,139.50 1,139.5 0
03420	8/11/2023	003440 M. COOPER WINSUPPLY CO.	15193301		SUPPLIES TO REPAIR OPA TRAIN 9 01-26-025-72520 Total :	30.91 30.9 1
03421	8/11/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-726197 40-726198		BATTERY- PD 5M,2R,1W 01-17-205-72540 BATTERY PD 1202 01-17-205-72540	417.00 139.00
					Total :	556.00
203422	8/11/2023	020322 MASTER AUTO SUPPLY	15030-133573 15030-133728		FORD CROWN VICTORIA - OXYGE 01-21-000-72540 CHRGR DOE PD 1W 01-17-205-72540	46.25 49.99

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Total: ACCT#30860257 75W PAR30S 5K T 01-26-025-72520 ACCT#30860257 BASIN PLUG,SPOI 64-00-000-73800	d)	(Continued	020322 MASTER AUTO SUPPLY	020322	8/11/2023	203422
01-26-025-72520 ACCT#30860257 BASIN PLUG,SPO						200722
01-26-025-72520 ACCT#30860257 BASIN PLUG,SPO		39736	MENARDS	006074	8/11/2023	203423
ACCT#30860257 BASIN PLUG,SPO						
64-00-000-73800		42778				
0+ 00 000 7 0000						
ACCT#30860257 MED FIELD BOX,H		42852				
60-00-000-73410						
63-00-000-73410						
64-00-000-73410						
ACCT#30860257 2PK RETRACTABL		42889				
01-26-025-72520						
ACCT#30860257 INV#42905 VINYL		42905				
01-26-023-73630						
ACCT#30860257 INV#42907 DURAC		42907				
01-26-023-73620						
ACCT#30860257 CAT5E CABLE R G		42967				
60-00-000-75812		10070				
ACCT#30860355 INV#42970 STORA		42970				
01-19-000-72540						
01-19-000-73540						
		40004				
		42981				
		12010				
		43010				
iotai :						
SVC#2306-3087 MATERIAL FOR VH		112142883	MIDWEST MECHANICAL GROUP LLC	020938	8/11/2023	203424
Total :						
BODY WORN CAMERAS FOR PD		142593648	MIDWEST PUBLIC SAFETY LLC	020497	8/11/2023	203425
	VTP-020075			0_0.0.	0, 1., 2020	_000
00 00 000 1 1000	VII 020010					
Total :						
Total : Total : Total :	01-19-000-73870 ACCT#30860257 4X4 (01-26-025-72520 ACCT#30860257 RAID 01-26-025-72520 SVC#2306-3087 MATE 01-26-025-72520	01-19-000-73870 ACCT#30860257 4X4 (01-26-025-72520 ACCT#30860257 RAID 01-26-025-72520 SVC#2306-3087 MATE 01-26-025-72520 BODY WORN CAMER	112142883 01-19-000-73870 ACCT#30860257 4X4 0 01-26-025-72520 ACCT#30860257 RAID 01-26-025-72520 SVC#2306-3087 MATE 01-26-025-72520 142593648 BODY WORN CAMER	### ACCT#30860257 4X4 (01-26-025-72520) ####################################	01-19-000-73870 42981 ACCT#30860257 4X4 0 01-26-025-72520 43018 ACCT#30860257 RAID 01-26-025-72520 020938 MIDWEST MECHANICAL GROUP LLC 112142883 SVC#2306-3087 MATE 01-26-025-72520 020497 MIDWEST PUBLIC SAFETY LLC 142593648 BODY WORN CAMER	8/11/2023 020497 MIDWEST PUBLIC SAFETY LLC 42981 42981 42981 42981 ACCT#30860257 4X4 0 01-26-025-72520 43018 ACCT#30860257 RAID 01-26-025-72520 8/11/2023 020497 MIDWEST MECHANICAL GROUP LLC 112142883 SVC#2306-3087 MATE 01-26-025-72520 BODY WORN CAMER.

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oucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203426	8/11/2023	021121	MOORE, EARL	(Continued)			
						01-00-000-54160	300.00
						Total :	300.00
203427	8/11/2023	017651	MSC INDUSTRIAL SUPPLY CO.	6276155002		FUS 48 VDC LIMITER 250 A STUD N	
						60-00-000-72540	17.29
						63-00-000-72540	5.76
						64-00-000-72540	9.89
				6329931001		SILVER GRADE ANTI-SEIZE 16 OZ	
						01-26-024-72540	107.94
						01-26-023-72540	215.87
						60-00-000-72540	113.33
						63-00-000-72540	37.78
						64-00-000-72540	64.76
						Total :	572.62
203428	8/11/2023	017651	MSC INDUSTRIAL SUPPLY CO.	6329938001		HOSE ISO - STREETS	
						01-26-023-72540	433.52
				6329959001		FEMALE SWIVEL, MALE RIGID FITT	
						01-26-023-72540	130.92
						Total :	564.44
203429	8/11/2023	010810	MUNICIPAL SERV. CONSULTING INC	TPCN-07-23		CONS SVC CIMP FOR VTP JULY '2	
						30-00-000-75112	19,729.74
						11-00-000-72750	680.40
						30-00-000-75812	804.37
						Total :	21,214.51
203430	8/11/2023	012301	MVP FIRE SYSTEMS,INC	16240		DROP HEADS IN CEILING	
					VTP-019921	30-00-000-75110	3,568.00
						Total :	3,568.00
203431	8/11/2023	015723	NICOR	09977410001		ACCT#09977410001 METER#51468	
						01-26-025-72511	196.26
				12213610004		ACCT#12213610004 METER#50313	
						01-26-025-72511	201.39
						Total :	397.65

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203432	8/11/2023	006475	PARK ACE HARDWARE	071026/1		ACCT#89143 BRASS HOSE W/SHU 60-00-000-73410 63-00-000-73410	7.05 0.78
				071042/1		64-00-000-73410 ACCT#891431 INV#071042/1 RISR F 01-26-023-73410	3.36 9.59
				71041/1		ACCT#89143 INV#71041/1 SOFTSO 01-26-025-73580	29.73
						Total:	50.51
203433	8/11/2023	019583	PRECISE MRM LLC	200-1043945		5MB FLAT DATA PLAN US WITH NA 01-26-023-72655	189.00
						Total :	189.00
203434	8/11/2023	013587	PROSHRED SECURITY	1215749		PURGE 96 GALLON BIN, SERVICE : 01-14-000-72790	404.70
						Total :	404.70
203435	8/11/2023	018454	R.C.WEGMAN CONSTRUCTION CO	2023-23-3	VTP-019922	HARMONY SQUARE INFRASTRUCT 30-00-000-75905	23,881.25
						Total :	23,881.25
203436	8/11/2023	006361	RAY O' HERRON CO INC	2269713		GAS MASK CARRIER 01-17-220-73610	38.94
				3152553		UNIFORM - STAMBAUGH 01-17-220-73610	53.95
						Total:	92.89
203437	8/11/2023	007092	SAUNORIS	080723		CREDIT MEMO WAS APPLIED TWIC 01-26-023-73680	168.00
						Total:	168.00
203438	8/11/2023	007453	SERVICE SANITATION, INC.	8612678		DEL EVENT BASIC PORT REST, HA	242.00
						01-17-215-73600 Total :	213.00 213.00
203439	8/11/2023	020680	SPEEDWAY LLC	3000009517		JULY '23 PD CAR WASH 01-17-205-72540	276.00

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Voucher List Village of Tinley Park

Amour	Description/Account	PO #	Invoice		Vendor	Date	Voucher
276.0	Total :		(Continued)	020680 SPEEDWAY LLC	020680	8/11/2023	203439
	EMD RECERTIFICATION		080923	STALEY, JENNIFER	011767	8/11/2023	203440
30.0	01-21-210-72140			·			
30.0	Total :						
	BINDER CLIP, AVERY LABELS		3543744142	STAPLES BUSINESS ADVANTAGE	012238	8/11/2023	203441
142.1	01-14-000-73110						
	LABEL, PAPER CLIPS, MEMO BOOK		3543744144				
82.5	01-17-205-73110						
224.7	Total :						
	MATERIAL FOR COMED DROP 159-		S007404692.001	STEINER ELECTRIC COMPANY	015452	8/11/2023	203442
24.9	01-26-024-73570						
	WIRENUT 72B BLUE 100PC BOX - I		S007404867.001				
28.3	01-26-025-73570						
	POST 12 SCADA - PUBLIC SAFETY		S007405329.001				
288.6	64-00-000-75812						
341.8	Total :						
	TUBE ASY - CAR #9M - EMA		584417	SUTTON FORD INC./FLEET SALES	007297	8/11/2023	203443
157.5	01-21-000-72540						
	ARM ASY FRONT CSO 2		584682				
341.5	01-17-205-72540						
499.1	Total :						
	BLOCK PARTY MEAL VOUCHERS L		080323	THE PRIMAL CUT STEAKHOUSE	018024	8/11/2023	203444
517.0	01-35-000-72923						
517.0	Total :						
	RIB FEST MEAL VOUCHERS		071423	TINLEY PARK CONVENTION CENTER	019192	8/11/2023	203445
1,540.0	01-35-000-72923						
1,540.0	Total :						
	BLOCK PARTY MEAL VOUCHERS L		072423	TINLEY PARK CONVENTION CENTER	019192	8/11/2023	203446
112.0	01-35-000-72923		· ·	· · · · · · · · · · · · · · · · · · ·			
112.0	Total :						

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Voucher List Village of Tinley Park

Bank code	:	apbank
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oucher	Date	Vendor		Invoice	PO #	Description/Account	Amoun
203447	8/11/2023	007930	TRANS UNION	07300251		CREDIT SUMMARY,EMPLOYMENT 01-17-225-72852	90.00
						Total:	90.00
203448	8/11/2023	013203	TRIA ARCHITECTURE, INC.	4651		22-037 VOTP OAK PARK AVE TRAIN	
						01-26-025-72520	78.60
						Total :	78.60
203449	8/11/2023	014510	TRUGREEN	180515013		LAWN TREATMENT PD 7/27/23	
					VTP-019985	01-26-023-72881	70.00
						Total :	70.00
03450	8/11/2023	011416	VERIZON WIRELESS	9940253777		ACCT#442345192-00001 WATER RE	
						60-00-000-72127	17.79
						63-00-000-72127 64-00-000-72127	17.79 15.29
						Total:	50.8
)3451	8/44/2022	000005	VERMEER MIDWEST/VERMEER IL	PK6979		GAUGE FUEL MAX	
03431	0/11/2023	000000	VERIMEER MIDWEST/VERIMEER IL	PN09/9		01-26-023-72540	137.1
						Total :	137.19
03452	8/11/2023	017446	VETERINARY CLINIC OF TINLEY PK	080323		EUTHANASIA FERAL CAT 8/2/23	
						01-17-220-72240	99.00
						Total :	99.00
03453	8/11/2023	006362	VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 7/1-8/1/23	
						60-00-000-73220	917,370.5
						63-00-000-73220	846,803.54
						Total :	1,764,174.0
03454	8/11/2023	006429	VILLAGE OF ORLAND HILLS	080723		26TH IGA PAYMENT FEB-APR'23	
						01-97-000-79125	25,046.64
						Total :	25,046.64
03455	8/11/2023	010278	VILLAGE PIZZA	080123		NATIONAL NIGHT OUT PIZZA	
						01-17-215-73600	575.00
				080723		MEAL VOUCHERS FOR 2023 BLOC	

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89 Vouchers for bank code: apbank

Voucher List Village of Tinley Park

Bank code: apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203455	8/11/2023	010278 VILLAGE PIZZA	(Continued)		01-35-000-72923	35.00 al: 610.00
203456	8/11/2023	008095 VISSERS COLLISION CENTER	160004580	VTP-020192	REPAIR TO TAILGATE 01-26-023-72540 Tot	454.20 al: 454.20
203457	8/11/2023	010165 WAREHOUSE DIRECT INC	5543812-0		POST ITS 01-26-024-73110 01-26-023-73110 60-00-000-73110 63-00-000-73110 64-00-000-73110	3.20 6.39 4.03 0.45 1.91
			5546130-0		MARKER FLAIR 01-26-024-73110 01-26-023-73110 60-00-000-73110 63-00-000-73110 64-00-000-73110	30.48 60.97 38.41 4.27 18.29
203458	8/11/2023	011057 WEX BANK	071523		ACCT#0496-00-813434-8 GAS US	SE .
					01-19-000-72530 Tot	73.30 73.30

Bank total: 2,372,620.92

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Voucher List Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4647	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-ADVANET 01-14-000-72542 Total :	191.24 191.24
4648	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total:	151.76 28.91 77.42 258.09
4649	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total:	171.94 32.75 87.72 292.41
4650	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-1		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542 Total :	153.79 153.79
4651	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542 Total:	105.92 105.92
4652	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-1		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542 Total:	95.43 95.43
4653	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-2		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542 Total :	95.43 95.43
4654	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-2		PAYEE-PETERSON, JOHNSON & M 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total :	147.88 28.17 75.45 251.50

1,128.75 **1,128.75**

> 150.50 **150.50**

172.00 **172.00**

129.00

129.00

43.00

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Bank code :	ipmg					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4655	8/8/2023	018837 INSURANC	CE PROGRAM MANAGERS GR 220811W019		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542 Total :	322.50
4656	8/8/2023	018837 INSURANC	CE PROGRAM MANAGERS GR 220112W046		PAYEE-PETERSON JOHNSON & MU 01-14-000-72542 Total:	817.00

4657	8/8/2023 018837 INSURANCE PROGRAM MANAGERS GR 190326W026	PAYEE-PETERSON JOHNSON & MU
		01-14-000-72542
		Total :

4658	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR 191105W030	PAYEE-PETERSON JOHNSON & MI	
				01-14-000-72542	
				Total :	

4659	8/8/2023 018837 INSURANCE PROGRAM MANAGERS GR 200219W023	PAYEE-PETERSON JOHNSON & MI
		01-14-000-72542
		Total :

4660	8/8/2023 018837 INSURANCE PROGRAM MANAGERS GR 200505W003	PAYEE-PETERSON JOHNSON & MU
		01-14-000-72542
		Total :

4661	8/8/2023 018837 INSURANCE PROGRAM MANAGERS GR 210902W013	PAYEE-PETERSON JOHNSON & ML
		01-14-000-72542

		Total :	43.00
4662	8/8/2023 018837 INSURANCE PROGRAM MANAGERS GR 210731W002-3	PAYEE-VILLAGE OF TINLEY PARK	
		60-00-000-72542	961.09

63-00-000-72542 64-00-000-72542	183.06 490.35
Total :	1,634.50
Total .	1,034.50

4663	8/8/2023 018837 INSURANCE PROGRAM MANAGERS GR 2107 2105 2008 2104*	PAYEE-GENEX SERVICES, LLC	
		60-00-000-72542	88.12
		63-00-000-72542	16.79
		64-00-000-72542	44.96

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Bank code: ipmg

ucher	Date	Vendor	Invoice	PO #	Description/Account	Amour
4663	8/8/2023	018837 INSURANCE PROGRAM	M MANAGERS GR (Continued)			
					60-00-000-72542	6.5
					63-00-000-72542	1.2
					64-00-000-72542	3.3
					60-00-000-72542	6.5
					63-00-000-72542	1.2
					64-00-000-72542	3.3
					60-00-000-72542	5.3
					63-00-000-72542	2.3
					64-00-000-72542	3.5
					01-14-000-72542	105.3
					64-00-000-72542	2.7
					63-00-000-72542	0.9
					64-00-000-72542	2.5
					60-00-000-72542	6.5
					63-00-000-72542	1.2
					64-00-000-72542	3.3
					60-00-000-72542	6.1
					63-00-000-72542	1.1
					64-00-000-72542	3.1
					60-00-000-72542	7.0
					63-00-000-72542	1.3
					64-00-000-72542	3.5
					60-00-000-72542	15.0
					63-00-000-72542	2.8
					64-00-000-72542	7.7
					60-00-000-72542	15.3
					63-00-000-72542	2.9
					64-00-000-72542	7.8
					60-00-000-72542	20.3
					63-00-000-72542	2.9
					64-00-000-72542	7.8
					60-00-000-72542	6.7
					63-00-000-72542	1.2
					64-00-000-72542	3.4
					60-00-000-72542	7.0
					63-00-000-72542	1.3

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106 Vouchers in this report

Voucher List Village of Tinley Park

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Total vouchers: 2,378,903.86

Bank code: ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
4663	8/8/2023	018837	INSURANCE PROGRAM MANAGERS GR (Continued)		64-00-000-72542		3.58
					60-00-000-72542	Total :	7.03 441.88
1	17 Vouchers	for bank	code: ipmq			Bank total :	6,282.94

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

 _Village President
_Village Clerk
 _Date



Date: August 11, 2023

To: Village Board

From: Pat Carr, Village Manager

CC: Hannah Lipman, Asst. Village Manager

Subject: Teehans

Staff is recommending approval of the Teehans asset purchase and relocation agreement. The village recently purchased the Teehans property and is also purchasing assets including naming rights and certain equipment and fixtures.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE **2023-O-043**

AN ORDINANCE AUTHORIZING AN ASSET PURCHASE AND RELOCATION AGREEMENT BETWEEN TEEHAN'S IRISH BAR AND THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

(17329 S. Oak Park Avenue)

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, IllinoisWill County, Illinois

ORDINANCE NO. 2023-O-043

AN ORDINANCE AUTHORIZING AN ASSET PURCHASE AND RELOCATION AGREEMENT BETWEEN TEEHAN'S IRISH BAR AND THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

(17329 S. Oak Park Avenue)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to enter into purchase agreements with third parties; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, the Village has or shortly will enter into a First Amendment and Restatement of the Harmony Square Development Agreement, which authorizes a Developer to undertake the development of approximately 89 acres (the "Project") at North Street and Oak Park Avenue; and

WHEREAS, as part of that Project, the Village intends to renovate Teehan's Irish Bar located at 17329 S. Oak Park Avenue (Teehan's), or to arrange for the renovation of said Teehan's; and

WHEREAS, in order to renovate or arrange for renovation of Teehan's, the Village and Teehan's have negotiated an Asset Purchase and Relocation Agreement (the "Agreement") attached as Exhibit A hereto; and

- WHEREAS, the Village has determined that it is desirable and in the best interest of the Village and residents thereof, to enter into the Asset Purchase and Relocation Agreement as may be supplemented and amended.
- **NOW, THEREFORE, BE IT ORDAINED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:
- **SECTION 1**: The foregoing recitals shall be and are hereby incorporated as finding of fact as if said recitals were fully set forth herein.
- **SECTION 2**: The Village President or his designees are hereby authorized to execute the Asset Purchase and Relocation Agreement attached hereto as <u>Exhibit A</u>, and to do all things and take all actions to enter into said Agreement with the Seller, and to fulfill the intentions of said Agreement and this Ordinance, including but not limited to expenditures of such sums as detailed in said Agreement.
- **SECTION 3**: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.
- **SECTION 4**: This Ordinance shall be in full force and effect from and after its adoption and approval. If any portion of this Ordinance is held to be invalid by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remainder of this Ordinance shall be in full force and effect to the extent possible.
- **SECTION 5**: The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15 th day of August, 2023.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 15th day of August, 2023.	
	VILLAGE PRESIDENT
ATTEST:	
VILLAGE CLERK	

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

CERTIFICATE

I, NANCY O' CONNOR, 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 Ordinance 2023-O-043, "AN ORDINANCE AUTHORIZING AN ASSET PURCHASE AND RELOCATION AGREEMENT BETWEEN TEEHAN'S IRISH BAR AND THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (17329 S. Oak Park Avenue)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal ofthe Village of Tinley Park this 15th day of August, 2023.

VILLAGE CLERK	

EXHIBIT A

TEEHAN'S IRISH BAR

ASSET PURCHASE AND RELOCATION AGREEMENT

TEEHAN'S IRISH BAR

ASSET PURCHASE AND RELOCATION AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), made and entered into as of this _____ day of July, 2023, by and among TEEHAN'S INC., doing business as Teehan's Irish Bar, an Illinois corporation (herein called "Seller"), REGIS TEEHAN, an Illinois resident (herein called "Teehan"), and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (herein called "Purchaser") jointly referred to as ("Parties");

WITNESSETH:

WHEREAS, Seller is engaged in the business of operating a liquor establishment at 17329 S. Oak Park Avenue, in the Village of Tinley Park, County of Cook, and State of Illinois;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain assets of Seller relating to the business and goodwill of Seller being conducted in the Tinley Park, Illinois, in accordance with all the terms and subject to all the conditions herein set forth, including Purchaser is not assuming any liabilities and obligations of Seller associated with the assets being purchased.

WHEREAS, the Seller is a month-to-month tenant in the premises located at 17329 S. Oak Park Avenue;

WHEREAS. Teehan resides at the premises and is a long-time resident of Tinley Park, and is in need of relocation from the residential premises above the Seller's liquor establishment.

WHEREAS, Teehan is the principal stockholder, the President, and a director of Seller, and is currently employed by Seller and fully familiar with the business and operations of Seller;

and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, certain assets of Seller relating to the business and goodwill of Seller being conducted in the Tinley Park, Illinois, in accordance with all the terms and subject to all the conditions herein set forth, including Purchaser is not assuming any liabilities and obligations of Seller associated with the assets being purchased.

NOW, THEREFORE, in consideration of the forgoing recitals (which the parties agree are hereby incorporated into and made a part of their agreement herein) and of the mutual covenants and agreements herein set forth, it is hereby agreed as follows:

1. ASSETS AND BUSINESS BEING SOLD.

1.1 <u>Sale of Assets.</u> On the terms and subject to the conditions herein set forth, at the Closing, Seller shall sell, assign, transfer, and convey to Purchaser, and Purchaser shall purchase and acquire, all assets of the Seller, including, but not limited to, those assets on Exhibit A and the goodwill associated therewith, free, and clear of any liens and encumbrances ("Purchased Assets"), but excluding the excluded assets as set forth on Exhibit B. The Purchased Assets shall be transferred and conveyed to the Purchaser by the Seller at the Closing. Purchaser acknowledges that its agent will inspect the assets of the bar prior to closing and submit a list of fixtures it may want to include in the sale on or before August 31, 2023, and the list of assets attached as Exhibit B may be amended by agreement of the Parties.

2. NO ASSUMPTION OF LIABILITIES BY PURCHASER.

Purchaser will not assume any liabilities of the Seller or Teehan, which shall be settled and discharged prior to Closing. Seller and Teehan shall terminate the corporate entity known as **TEEHAN'S INC.**, within 1 year of the Closing herein.

3. **PURCHASE PRICE AND PAYMENT.**

- 3.1 <u>Purchase Price</u>. In addition to the covenant not to compete hereunder, Purchaser agrees to pay to Seller, and Seller agrees to accept, as the aggregate purchase price hereunder, in consideration for the Purchased Assets and the relocation of the Seller and Teehan, the aggregate amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (herein called the "Purchase Price").
 - 3.2 **Payment**. The Purchase Price shall be paid as follows:
- 3.2.1 Purchaser shall deposit the sum of \$5,000, as earnest money, in a strict joint order escrow, established and controlled by the attorneys for the parties. The earnest money shall be credited to the Purchaser at closing or disposed of in accordance with the terms of this Agreement.
- 3.2.2 At the Closing, Purchaser shall pay to Seller, in cash or by certified or bank check payable to the order of Seller or wire transfer of good funds to Seller's account as directed by Seller, the Purchase Price, less the earnest money and plus or minus prorations.

3.3 Allocation of Purchase Price.

- 3.3.1. **Allocation of the Purchase Price**. The parties agree that the Purchase Price shall be allocated as follows:
 - a. Goodwill and certain fixtures.
 - b. Relocation Consideration.

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3.3.2. Internal Revenue Form Execution. The parties agree to allocate the Purchase Price paid to Seller (and all other costs that are capable of being capitalized relating thereto) among the Purchased Assets and the restrictive covenants set forth herein for all purposes (including financial accounting and tax purposes) in a manner consistent with the provisions of Section 1060 of the Internal Revenue Code, and all regulations promulgated thereunder. Seller and Purchaser must jointly prepare Form 8594 and any similar allocation required under state, local, or foreign law, agree to report the transactions contemplated by this Agreement for federal Tax purposes in accordance with such Form 8594, and must not take any position or action inconsistent therewith.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER.

Purchaser represents, warrants, and covenants to Seller that Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois. Purchaser has all requisite company power and authority to own, operate, and to carry on its business and to enter into this Agreement and perform its obligations hereunder.

5. <u>REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AND TEEHAN.</u>

Seller and Teehan jointly and severally represent, warrant, and covenant to Purchaser that the following statements are true and correct as of execution, and will be true and correct on the Closing Date:

5.1 <u>Organization, Good Standing and Power</u>. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois and has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business intended to be conducted, and to enter into this Agreement and perform its obligations

hereunder.

- 5.2 Authority and Binding Obligation. All corporate action necessary to authorize the execution and delivery by Seller of this Agreement and the other documents required to be executed by Seller hereunder, and the performance of its obligations hereunder and thereunder have been duly taken. The execution and delivery of this Agreement and the other documents required to be executed by Seller hereunder and the performance of Seller's covenants and agreements herein and therein contained do not and will not constitute or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of law or any indenture, agreement or other instrument of which Seller is a party or by which it may be bound, and do not and will not require the consent or approval of any other person. This Agreement is a legal, valid, and binding obligation of Seller, enforceable in accordance with its terms.
- 5.3 AS IS. Purchaser and Seller represent, acknowledge, and agree that they are familiar with the business of Seller and with the Purchased Assets and that Seller has made no representations or warranties to Purchaser regarding value of the Purchased Assets or the value or viability of any business to be derived by Purchaser from the purchase of the Purchased Assets. Purchaser is relying only on its own investigation and assessment of the Purchased Assets and the value thereof.

6. **CLOSING.**

6.1 Closing Date and Relocation.

The Closing shall be scheduled on October 2, 2023. If the conditions of this Section 6 are not satisfied to the satisfaction of the Purchaser, Purchaser shall be entitled to terminate this Agreement upon written notice to the Seller, and the Seller shall have fourteen (14) business days

to cure the conditions of Section 6, and if not cured, all earnest money shall be returned to the Purchaser.

- 6.2 <u>Purchaser's Deliveries</u>. At the Closing, Purchaser shall execute and deliver, or cause to be executed and delivered, the following:
 - 6.2.1 Certified copy of the appropriate proceedings of the Board of Managers of Purchaser authorizing and approving this Agreement and the transactions and documents contemplated herein.
 - 6.2.2 Certified or bank check(s) payable to the order of Seller, or wire transfer of funds, of monies due Seller at the Closing.
 - 6.2.3 Such other documents as Seller's counsel may reasonably request to carry out the terms and provisions of this Agreement more effectively.
- 6.3 <u>Seller's Deliveries</u>. At the Closing, Seller shall execute and deliver, or cause to be executed and delivered, the following:
 - 6.3.1 Certified copy of the appropriate resolutions of the Board of Directors of Seller authorizing and approving this Agreement and the transactions and documents contemplated herein.
 - 6.3.2 Assignments, and other instruments of conveyance as may be necessary or appropriate to transfer, assign and convey to Purchaser, as of the Closing Date, title to the Purchased Assets, in form and substance reasonably satisfactory to counsel for Purchaser.
 - 6.3.3 UCC and searches for pending litigation, federal and state tax liens, judgments, and bankruptcies for the Seller and Teehan, satisfactory to the Purchaser.

- 6.3.5 Termination of all employees and employment agreements pertaining to employees of the Seller.
- 6.3.6 An incumbency certificate showing all necessary corporate resolutions and actions of the Seller and its shareholders.
- 6.3.7 Proof of notice and compliance with the Illinois Bulk Sales Act and provision for deposit of funds required by the Illinois Department of Revenue and the Illinois Department of Employment Security, with holdbacks with Seller's attorney as required by law.
- 6.3.8 Such other documents as Purchaser's counsel may reasonably request to carry out the terms and provisions of this Agreement more effectively.

7. <u>INDEMNIFICATION AND SURVIVAL</u>.

- 7.1.1 <u>Indemnification by Purchaser</u>. Purchaser agrees to defend, indemnify and hold Seller and Teehan harmless from and against any and all losses, liabilities, damages, obligations, judgments, actions, demands, suits, proceedings, claims, penalties, interest, costs and expenses, including reasonable legal fees and expenses relating thereto (herein collectively called "Losses"), arising out of or in connection with (i) any misrepresentation or breach of warranty made by Purchaser in this Agreement; (ii) any breach of covenant, agreement or undertaking of Purchaser in this Agreement; (iii) any matter related to the business of Purchaser after the Closing and any matter related to the Purchased Assets occurring after the Closing.
- 7.1.2 <u>Indemnification by Seller and Teehan</u>. Seller and Teehan, jointly and severally, hereby agree to defend, indemnify and hold Purchaser harmless from and against any and all losses, liabilities, damages, obligations, judgments, actions, demands, suits, proceedings, claims,

penalties, interest, costs and expenses, including reasonable legal fees and expenses relating thereto (herein collectively called "Losses"), arising out of or in connection with (i) any misrepresentation or breach of warranty made by Seller or Teehan in this Agreement; (ii) any breach of covenant, agreement or undertaking of Seller or Teehan in this Agreement; (iii) any matter, debt, claim or judgment related to the business of Seller or Teehan occurring prior to the Closing.

7.2 <u>Survival.</u> All the respective representations, warranties and covenants contained in this Agreement or in any other document or instrument delivered by or on behalf of any party hereunder or pursuant hereto, shall survive the Closing Date.

8 <u>SELLER AND TEEHAN'S COVENANT NOT TO COMPETE</u>.

Seller, Teehan Inc., on behalf of itself, its shareholders, directors and officers, and Teehan covenant and agree that they shall not, for a period of five (5) years following the Closing Date, either individually or as owner, partner, shareholder, agent, employee, consultant or otherwise, alone or in conjunction with any other corporation, firm, partnership, person, venture or other entity, directly or indirectly, engage in the bar or restaurant business within a five (5) mile radius of 17329 S. Oak Park Avenue, Tinley Park, Illinois. It is the desire and intent of the parties that the terms and provisions of this Article be fully enforced, permissible under the law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if and to the extent that any portion of this Article shall be adjudicated to be invalid or unenforceable because it covers too extensive a geographical area or too long a period, then said portion shall be deemed reformed to the least extent necessary to make such portion valid and enforceable. Because any violation of the restrictions set forth in this section would cause irreparable damage to the

respective parties, it is agreed that upon proof of the existence of such a violation of these restrictions, the applicable party will be entitled to injunctive relief by any court of competent jurisdiction having authority to grant such relief.

9. **ASSIGNMENT.**

Neither this Agreement nor the rights or obligations contained herein shall be assignable by any party except with the written consent of all the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, subject to the foregoing sentence.

10. **NOTICES.**

All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been given when delivered in person or received by first class, registered or certified U.S. mail, return receipt requested, postage and registration or certification fees prepaid, or delivered by reliable overnight delivery service, providing a receipt evidencing delivery, or by facsimile with a copy also delivered by any of the foregoing means:

If to Purchaser to: Village of Tinley Park

16250 S. Oak Park Avenue Tinley Park, IL 60477 Attn: Michael W. Glotz

with a copy to: Peterson, Johnson & Murray Chicago, LLC

200 West Adams St., Suite 2125

Chicago, IL 60606 Attn: Peter M. Murphy

If to Seller or Teehan: Teehan's Inc.

17329 S. Oak Park Avenue Tinley Park, IL. 60477 Attn: Regis Teehan

with a copy to: Noonan & Lieberman

AGENDA - 8/15/2023,...

10

33 N. LaSalle

Suite 1150

Chicago, IL 60602

Attn: Mitchell Lieberman

or at such other address as hereafter shall be furnished by a notice sent in like manner by such

addressee to the others.

11. **MISCELLANEOUS.**

> Every provision of this Agreement is intended to be severable, and, 11.1 Severability.

if any term or provision is determined to be illegal or invalid for any reason whatsoever, such

illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

11.2 **Exhibits and Headings.** The Exhibits to this Agreement are hereby made a part

hereof and shall be construed with and as an integral part of this Agreement. The headings of the

various Articles and paragraphs of this Agreement have been inserted for convenience only, are

not a part of this Agreement, and shall not be deemed in any manner to modify, explain, enlarge,

or restrict any of the provisions of this Agreement.

11.3 Waiver. Failure or delay on the part of any of the parties hereto to exercise any

right, power, or privilege hereunder, or under any instrument executed pursuant hereto, shall not

operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege

preclude any other or further exercise thereof or of any other right, power, or privilege. All waivers

hereunder must be in writing.

11.4 **Entire Agreement.** This Agreement (including the Exhibits hereto and other

documents referred to herein as having been delivered or furnished by either party to the other)

constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and

written, between the parties hereto with respect to the subject matter hereof.

- 11.5 <u>Amendments</u>. This Agreement may not be modified or changed except by an instrument or instruments in writing signed by both of the parties hereto.
- 11.6 <u>Governing Law</u>. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions.
- 11.7 <u>Counterparts</u>. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.
- 11.8 <u>Confidentiality</u>. The Seller and Purchaser agree that the terms of this Agreement shall not be disclosed or otherwise made available to the public or any third party and that copies of this Agreement shall not be made available to the public or any third party, except where such disclosure, is required by applicable law, and only to the extent required by such law and except to the parties' respective attorneys and accountants where necessary. The obligations contained herein shall continue after the Closing.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SELLER:	PURCHASER:
TEEHAN'S INC., an Illinois corporation	VILLAGE OF TINLEY PARK, an Illinois municipal corporation
By: Regis Teehan Its: President	By: Michael W. Glotz Its: President
Regis Teehan, Individually	 /

EXHIBIT A

<u>Listed Purchased Assets</u>

All restaurant, tables, chairs, excluding liquor bar equipment, machinery, tin roof and coolers.

All Leasehold improvements

All signage, excluding the "Family Motto" sign hanging over the bar

The names "Teehan's" and "Teehan's Irish Bar", including the exclusive rights to license, copyright, use, trade, sell, or advertise these names in connection with Harmony Square Plaza or any other such development in the vicinity of the Plaza.

Seller's operating phone numbers, email addresses, websites, and associated domains

All goodwill associated with the above

ALL SUCH ASSETS TO BE SOLD FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES.

EXHIBIT B

Excluded Assets

All cash, accounts receivable, employee benefit plans, and leases



Date: August 15, 2023

To: Board of Trustees and Village President

CC: Daniel Ritter, Community Development Director

From: Carolyn Mitera, Business Retention & Marketing Specialist

Subject: Hawaii Fluid Art – Sign Grant

Background

David King and Patrice O'Toole (Applicants) are the owners of Hawaii Fluid Art, a painting studio located at 17200 Oak Park Avenue, Unit 104 (PIN 28-30-301-056-1004). Hawaii Fluid Art opened their studio on Oak Park Avenue in June 2023. The Applicants plan to install new exterior signage to help advertise the location to pedestrians and vehicles. The proposed exterior signage includes a custom laser cut aluminum sign and a double-sided projecting sign. The proposed exterior signage has been reviewed and approved by James Baxter (Property Owner) and the condominium HOA.





Request

The Applicants are requesting funds under the Sign Grant Program to promote and advertise the business. The intent of the Sign Grant Program is to provide an incentive for business owners to introduce creative and attractive signs that will complement the downtown. The program provides a matching grant of 50%, with a maximum reimbursement of \$5,000 per tax paying business. One site can use up to \$70,000 in matching grants between the different types of grants every three years.

The proposed wall sign is a 14.62 square foot custom laser cut aluminum sign that features graphics printed with UV protection ink on 3M premium outdoor vinyl and covered in 3M UV protection lamination. The wall sign will be mounted into the bricks using top-con screws. The second proposed sign is a 7.06 square foot round double-sided projecting sign. The projecting sign will feature UV printed and laminated graphics that will be mounted with 15" black aluminum arms anchored to the wall. The Applicant has chosen to utilize HJ Design Inc, Hawaii Fluid Art corporate sign coordinator and contractor, for the sign design and fabrication and Quantum Graphics for the sign installation. The Applicant submitted proposals for the grant requested as required. The proposal amount is as follows:

Scope of Work	HJ Design/ Quantum Graphics			
Wall sign design and installation	\$4,940.00 total cost estimate	\$2,470.00 eligible cost		
Projecting sign design and installation	\$2,655.00 total cost estimate	\$1,327.50 eligible cost		
	\$7,595.00 total cost estimate	\$3,797.50 eligible costs		

Staff Recommendation – C.O.W.

Move the item to the Village Board meeting later this evening.

Staff Recommendation – Village Board

Staff is seeking a motion for approval of a matching Sign Grant not to exceed \$3,797.50 for David King and Patrice O'Toole (Applicants), owners of Hawaii Fluid Art at 17200 Oak Park Avenue, Unit 104.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-095

A RESOLUTION APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO HAWAII FLUID ART AT 17200 OAK PARK AVENUE

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-095

A RESOLUTION APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO HAWAII FLUID ART AT 17200 OAK PARK AVENUE

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") has adopted the Oak Park Playbook ("OPA Playbook"), which is a series of grants designed to encourage development in downtown Tinley Park; and

WHEREAS, an application has been filed with the Community Development Department by David King and Patrice O'Toole, on behalf of Hawaii Fluid Art ("Petitioners"), lease certain real estate, located at 17200 Oak Park Avenue, Unit 104 ("Subject Property"), P.I.N. #28-30-301-056-1004 legally described in the attached **Exhibit 1**, and has applied for one (1) Oak Park Avenue Sign Grant ("Sign Grant"); and

WHEREAS, the Committee Of The Whole reviewed the application on August 15, 2023 and found that the application met the intent of the OPA Playbook standards and recommended approval of the grant. The Petitioners will utilize the funds received from the Sign Grant to install a new wall sign and a new projecting sign at the Subject Property ("Sign Improvement"); and

WHEREAS, said Petitioners are eligible for the Sign Grant in an amount not to exceed \$3797.50 as described in the estimated cost in the attached **Exhibit 2**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to award Petitioners said Sign Grant in an amount not greater than \$3797.50; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid Sign

Grant be awarded to Petitioners to install a new wall sign and projecting sign at the Subject Property and that said Sign Grant shall be in an amount not greater than \$3,797.50.

SECTION 3: That the Petitioners, prior to receipt of any monies from the Village, shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

VILLAGE CLERK	
ATTEST:	VILLAGE PRESIDENT
APPROVED THIS 15th day of August 2023.	
ABSENT:	
NAYS:	
AYES:	
PASSED THIS 15 th day of August 2023.	

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-095, "A RESOLUTION APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO HAWAII FLUID ART AT 17200 OAK PARK AVENUE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August 2023.

VILLAGE CLERK	

EXHIBIT 1

LEGAL DESCRIPTION

UNIT C-104, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS IN SPRING FORT HALL CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENTS NO. 070471505, IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-30-301-056-1004 (UNIT C-104)

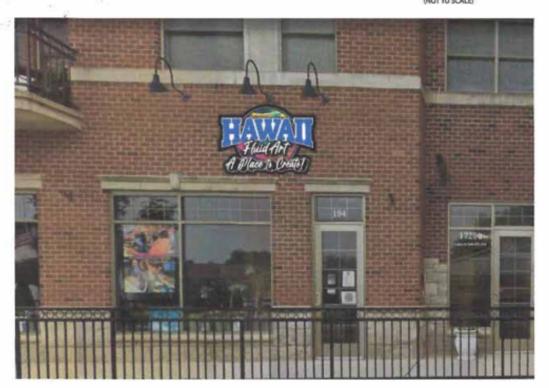
COMMONLY KNOWN AS: 17200 Oak Park Avenue, Unit C-104, Tinley Park, Illinois 60477

EXHIBIT 2



This design and structure layout is copyrighted and property of hidesign Inc. This item is not to be reproduced in whole or part without written permission from HJ Design Inc Proposed Store Front Signage For: Hawaii Fluid Art

MOCK-UP RENDERING OF SIGNAGE (NOT TO SCALE)



SCOPE OF WORK FOR: HAWAII FLUID ART LOCATED IN TINLEY PARK IL

Wall Sign setback approx 15 foot

Fabrication and installation of (1) custom sign display.
Using non-corrosive Top-con screws attached will be in the
mortar joints on the face of the building.

Signage size is 54 inches wide x 39 inches tall. Totaling 14.62 square feet.

Shape will laser cut out of aluminum sub-straight allowing for smooth lines and transitions along the entire shape.

To look symmetrical the sign will be centered above the doorway and windows and centered top to bottom in the space. Sign will be aligned to the center goose neck light

For crisp clean lines and to adhere to the Hawaii Fluid Art corporate color matching guidelines, the graphics will be printed on a 1500 DPI high resolution Eco solvent printer. UV protection ink will be used on 3M premium outdoor vinyl sub-straight. Vinyl will be covered in 3M UV protection lamination



LANDLORD APPROVAL	Date	COA APPROVAL	Date	DESIGN, SPECIFICATIONS, Customer	& COLOR APPROVALS Date
Jamise	8-4-23 Baran	Jul Treasure	8-4-23	Petru	O Yoole

CLIENT: H	RAWAII FLUID ART DATE: 8/3/23	3
LOCATION	17200 Oak Park Ste 104 Tinley Park IL 60466	
ARTIST:	HJ Design Inc.	_
CELL:	816-305-8084	6
EMAIL:	Mary@hjdesign.net	



This design and structure layout is copyrighted and property of hidesign Inc. This item is not to be reproduced in whole or part without written permission from HJ Design Inc Proposed Store Front Signage For: Hawaii Fluid Art

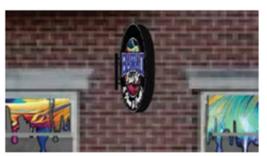
Non-Laminated Sign

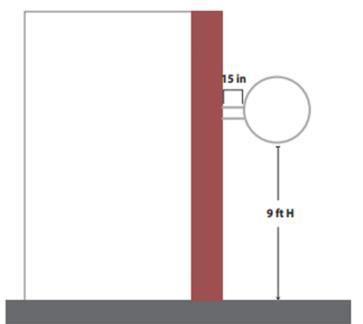


36 in Diameter 7.06 sq ft

MOCK-UP RENDERING OF SIGNAGE

(NOT TO SCALE)





SCOPE OF WORK: On Blade Sign Max size 8 Sq feet

Fabrication and installation of (1) dimensional custom protruding sign.

Installation to the building using the pre drilled holes in the metal base place. Using non-corrosive Top-con through bolts the sign will be attached to the face of the building with metal places.

Projecting metal sign that is double faced.

Mounted: Into Building with wall plate and 2 studs
15 inches of space from the building to the sign
Non-Illuminated
Printing: UV printed and Laminated
Return colros Black
Trim caps color Black

12



Client Contact Hawaii Fluid Art Atten: Dave King & Patrice O'Toole 17200 Oak Park Ave #104 Tinley Park, IL 60477

Estimate

8/4/2023 HJFA tin-w

Project Description: HFA- IL TINLEY PARK 15as Building Sign

Item	Description	Qty	Total
Signage	HAWAII FLUID ART MAIN WALL SIGNAGE Building face signage for Hawaii Fluid Art that will be located in The Village of Tinley Park. This sign should enhance the quality of the downtown legacy district and pedestrian experience. Size 54 in wide x 39 inches tall Fabrication asignage for building face using aluminum substraight. Laser cut aluminum substraight for smooth lines and transistions over the entire shaps. Installation will use Using non-corrosive Top-con screws attached will be in the mortar joints on the face of the building. Signage size is 54 inches wide x 39 inches tall. Totaling 14.62 square feet.	1	4,940.00
	Shape will laser cut out of aluminum sub-straight allowing for smooth lines and transitions along the entire shape. To look symmetrical the sign will be centered above the doorway and windows and centered top to bottom in the space. Sign will be aligned to the center goose neck light		
Prices do not incl	ude taxes, shipping and handling or freight charge Unless indicated as an item. All quantities are Subject	Total	\$4,940.00

Prices do not include taxes, shipping and handling or freight charge Unless indicated as an item. All quantities are Subject to +/- 10%. All design concepts are protected under copyright and should not be shared or reproduced.

Subject to all terms below and at hidesign.net/agreement.htm. Please sign or email approval for this agreed upon contract and send to H J Design for work to begin.

Printed Name:

0' Too LE Signature:

8/3/23

H J Design, Inc. is a full-service advertising, marketing firm specializing in sales and marketing, materials, and business solutions. We understand that from time to time you may engage H J Design, inc. for any of these services. H J Design will provide these products or services with the following terms. Return & Exchange Policy: All sales are final, and no refund or exchange will be given. All items and products are sold as is. Acceptance: In the event the customer responds to this estimate verbally, with a payment method, email, best or app, approval, purchase order, agreed upon location or date and time, delivery, attempted delivery, or any attempted tran of possession, constructive, actual, registration, and cession delevery or other form of acceptance. Limitation of Damages: In no event shall H J Design, Inc. be responsibility on the customer or any third party for any damages and the customer assumes full responsibility and hereby releases H J Design, Inc.

Disclaimers of Warranthee H J Design, Inc. provides goods and services without warranty or guarantee. H J Design, loc. provides goods and services without warranty or guarantee. H J Design, inc. be responsibility or fitness for a particular purpose or demographic. Responsibility in one event will see or our directors, employees to or agents be liable to you or any third-party for or any direct, indirect, consequential, esploratory, incidental, special or puntitive damages, including loss of profit, loss of revenue, loss of data, or any other damages arising from your use of services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein.

Indemnification: You agree to defend, buy, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees from and against any loss, damage, liability, claim, or demand, including easonable attorney, fiese, and expenses, and expenses, made by any thirth-party due to our arising out Payments: All amounts are due and payable online, credit card, bank transfer, ACH. All orders are to be paid in advance. The foregoing payment terms are not subject to change for any reason. You authorize H J Design, Inc. to charge the amount due to your debit, credit card, bank account on file without further authorization. Disclaimer: The services are provided on an as in and as available basis. You agree that your use of services will be at your own risk. To the fullest extent, permitted by law, we displaying all warranties, express or imply, in connection with the services and or use, thereof, including without limitation, we make no suarrantees or representations about the accuracy or completeness of the services Content, or the Content of any website or description of services. We will assume no liability or responsibility for any error's mistakes or an accuracies of materials, personal injury, or property damage.



Client Contact	
Hawaii Fluid Art Atten: Dave/Patrice 17200 Oak Park Ave #104 Tinley Park, IL 60477	

Estimate

Date	Estimate #
8/2/2023	HFA-15c PG

HFA- IL TINLEY PARK 15c Projecting Sign Project Description: Item Description Qty Total PROTRUDING SIGNAGE FOR: Hawaii Fluid Art in Tinley Park Signage/Suppl. 2,655,00 Protruding Sign for Hawaii Fluid Art that will be located in The Village of Tinley Park. This sign should enhance the quality of the downtown legacy district and pedestrian experience. Metal protruding sign fabrication and installation: Size 36 in round Sign will stand off the building 15 inches with 2 metal rods and a metal plate Printing: UV printed and VU protective Laminate used for weather protection Return color Black Trim Caps Black Non-Illuminating Signage Installation with through bolting only. No stabilization chain needed. Mount 9 ft from sidewalk Total \$2,655.00 Prices do not include taxes, shipping and handling or freight charge Unless indicated as an item. All quantities are Subject to +/- 10%. All design concepts are protected under copyright and should not be shared or reproduced.

Subject to all terms below and at hidesign.net/agreement.htm. Please sign or email approval for this agreed upon contract and send to H J Design for work to begin.

Printed Name: Tatrice 0' Toole Signature: Fetture 0 Toole Date: 8/3/23

n J Design, Inc. is a full-service advertising, marketing firm specializing in sales and marketing, materials, and business solutions. We understand that from time to time you may engage HJ Design, inc. for any of these services. HJ Design will provide these products or services with the following terms. Return & Exchange Policy: All sales are final, and no refund or exchange will be given. All items and products are sold as is. Acceptance: in the event the customer responds to this estimate verbally, with a payment method, email, toxt or app, approval, purchase order, agreed upon location or date and cirile, delivery, attempted delivery, or any attempted transfer of possession, constructive, actual, registration, and cession delivery or other form of acceptance. Limitation of Damages: In no event shall HJ Design, inc. be responsible to the customer or any third party for any damages and the customer assumes skill responsibility and hereby release HJ Design, inc. provides goods and services without warranty or ouarantee. HJ Design does not express implied and distribute assumptions.

Disclaimers of Warranties: H J Design, Inc. provides goods and services without warranty or guarantee. H J Design does not express, implied, and disclaims any warranty or merchantability or fitness for a particular purpose or demographic. Responsibility: In no event will we or our directors, employees or agents be liable to you or any third-party for any direct, indirect, consequential, exploratory, incidental, special or punitive damages, including loss of profit, loss of revenue, loss of data, or any other damages arising from your use of services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained hereis.

damages, including loss of profits, loss or revenue, loss or nata, or any conter clarrages arrange compose us to services, evenue of services, evenue of services, and employees from and against any loss, damage, liability, claim, or clerand, including reasonable attorney, fees, and expenses, made by any third-party due to our arising out of the services. Customer releases HJ Design, Inc. from any responsibility and liability for circumstances brought on or directly concerning usage copyright, trademarks or content of commercials, talent, stock photography or manipulation thereof, photography scare, video, audio proofing, printing, downloading of files and their end use, and customer's breach of terms with any vendor or company. Do not transmit confidential information or any information you do not want released to the general public through email, websites or hosting.

Payments: All amounts are due and pulyable online, credit card, debit card, bank transfer, ACH. All orders are to be paid in advance. The foregoing payment terms are not subject to change for any reason. You authorize HJ Design, Inc. to charge the amount due to your debit, credit card, bank account on file without further authorization. Disclaimer: The services are provided on an as is and as available basis. You agree that your use of services will be at your own risk. To the fullest extent, permitted by law, we displaying all warranties, express or imply, in connection with the services and or use, thereof, including without limitation, we make no warrantees or representations about the accuracy or completeness of the services Content, or the Content of any website or description of services. We will assume no liability or responsibility for any error's mitakes or an accuracies of materials, personal injury, or property damage.

HJ Design's Contract Labor Records

Quantum Graphics LLC 20650 S CICERO AVE #1241 IL US 708-269-3219

quantumgraphicsllc@gmail.com quantumgraphicsllc.weebly.com

ADDRESS
Hjdesigns Inc
6603 Royal St. Building H. Suite 100
Pleasant Valley, MO 64068

ESTIMATE #	DATE	EXPIRATION DATE
1005	08/03/2023	08/31/2023

SHIP TO
Hjdesigns Inc
6603 Royal St. Building H. Suite 100

Pleasant Valley, MO 64068

Estimate

SALES REP

EF

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
08/07/2023	Installation	Installation Note: 36" Sign: Through bolting only. No stabilizing chain needed. PVC Sign: Per customer instructions: Tapcon screws (Some assembly required)	1	1,350.00	1,350.00

TOTAL \$1,350.00

Accepted By

Accepted Date

This signeature is not an acceptance of the job but rather a acceptance to lock in the rates for this project as outlined on this estimate. The francheese will be applying for a grant.

When the Grant is appropried we will officially accept the bid and work can begin upon our instru

When the Grant is approved we will officially accept the bid and work can begin upon our instructions.

Quantum Graphics is the sign installer. Installation estimate (\$1350.00) was included in the overall wall signage estimate (\$4940.00) and projecting sign estimate (\$2655.00) from Hjdesigns, sign designer and fabricator.



Sign Grant Program

Application Form

A. Applicant Information

If Applicant is not the owner of the subject property, the owner must sign this application (below) signifying they are aware of the improvements proposed as part of this grant application.

David King and Patrice O'Toole Mailing Address: City, State, Zip: **Phone Number:** Fax Number: N/A **Email Address:** dave@hawaiifluidart.com and patrice@hawaiifluidart.com **B.** Property Information Property Owner(s): Jim Baxter - Rocky Holdings, LLC, **Mailing Address:** 120 N. Wixom Road, City, State Zip: Wixom, MI 48393 17200 Oak Park Ave suite 104 Tinley IL 60477 **Property Address:** Permanent Index No. (PIN): 28-30-301-0560-1004 **Existing land use:**

C. Application Information

Description of proposed project (use additional sheets or attach a Project Narrative if necessary):

We are very excited to bring the Hawaii Fluid Art experience to Tinley Park. We will offer a variety of creative outlets allowing people of all ages and abilities to create amazing artwork that they will be proud to display. In addition to the painting studio for individual classes, date night, girls night out and parties for all occasions, our Tinley location will also have a retail section with a wide variety of unique gifts, jewelry, candles, soaps and much more. We will have an art gallery featuring amazing artistry by local and national artists.

We look forward to contributing to the "Life Amplified" theme in Tinley and want our signage to be as unique and creative as the art we plan to create with our community.

Please see below for our desired signage. Thank You very much for your guidance and assistance through out this process. We are very excited to be a part of Tinley Park's Legacy District and definitely ready to get "Creative" with our community.

What is the total dollar amount being requested?

Please outline what the grant funds will be used for along with a breakdown of those costs. If additional space is required, please provide a separate attachment.

UseAmount RequestedMain Wall Sign Design Fabrication & Installation\$2470.Protruding Sign Design Fabrication & Installation\$1327. 50

Is the applicant aware of any Village Code deficiencies of the property or structure? Yes NoX

3797,50 elyibe

The Applicant certifies that all of the above statements and other information submitted as part of this application



Sign Grant Program

are true and correct to the best of his or her knowledge.



7/21/23

By signing below, the owner of the property, (if not the Applicant) is aware of the Applicant's proposed improvements and approves of the Applicant's request for funding under the Village of Tinley Park's Sign Grant Program.

JIETIGENIE OF CAMIE

Date

Landlord and Board Approval Via Email Document Proposed at Board Meeting May 31th 2023

Re: Signage Approval for 17200 Oak Park Ave Ste 104: Hawaii Fluid Art



James Baxter <jbaxter@codyrea.com>

Thursday, June 1, 2023 at 12:43 PM

To: Mary HJ Design; Cc: Dave@hawalifluidart.com; Patrice@hawalifluidart.com

Mary,

The Board approved the signage, with the requirement that the HFA and Ground Rules protruding signs are the same height. Will this be an issue?

Best Regards,

James Baxter Principal Broker

MI Builder License #2101154592 MI Real Estate Broker License #347229 National Health and Life Insurance Producer #16521596

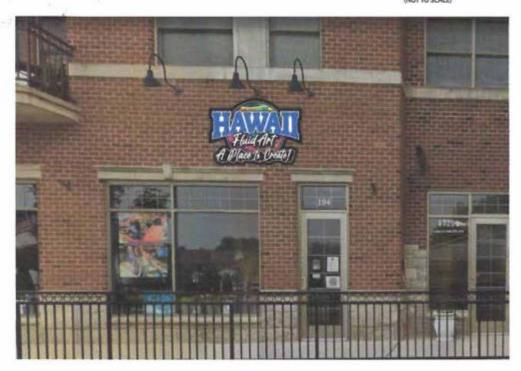
CODY REAL ESTATE ADVISORS, PLLC (248) 906-CODY



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Proposed Store Front Signage For: Hawaii Fluid Art

MOCK-UP RENDERING OF SIGNAGE (NOTTO SCALE)



SCOPE OF WORK FOR: HAWAII FLUID ART LOCATED IN TINLEY PARK IL

Wall Sign setback approx 15 foot

Fabrication and installation of (1) custom sign display.
Using non-corrosive Top-con screws attached will be in the mortar joints on the face of the building.

Signage size is 54 inches wide x 39 inches tall. Totaling 14.62 square feet.

Shape will laser cut out of aluminum sub-straight allowing for smooth lines and transitions along the entire shape.

To look symmetrical the sign will be centered above the doorway and windows and centered top to bottom in the space. Sign will be aligned to the center goose neck light

For crisp clean lines and to adhere to the Hawaii Fluid Art corporate color matching guidelines, the graphics will be printed on a 1500 DPI high resolution Eco solvent printer. UV protection ink will be used on 3M premium outdoor vinyl sub-straight. Vinyl will be covered in 3M UV protection lamination





CLIENT!	HAWAII FLUID ART DATE: 8/	/3/23
LOCATION	17200 Oak Park Ste 104 Tinley Park IL 60466	
ARTIST	HJ Design Inc.	-
CELL	816-305-8084	6
EMAIL:	Mary@hidesign.net	



This design and structure layout is copyrighted and property of hidesign Inc. This item is not to be reproduced in whole or part without written permission from HJ Design Inc Proposed Store Front Signage For: Hawaii Fluid Art

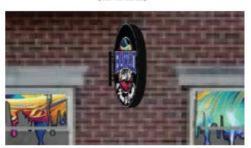
Non-Laminated Sign

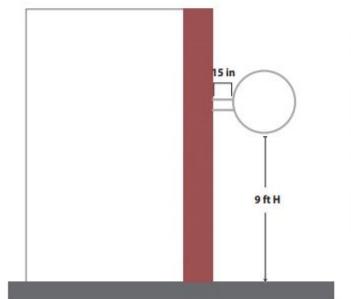


36 in Diameter 7.06 sq ft

MOCK-UP RENDERING OF SIGNAGE

(NOT TO SCALE)





SCOPE OF WORK: On Blade Sign Max size 8 Sq feet

Fabrication and installation of (1) dimensional custom protruding sign.

Installation to the building using the pre drilled holes in the metal base place. Using non-corrosive Top-con through bolts the sign will be attached to the face of the building with metal places.

Projecting metal sign that is double faced.
Mounted: Into Building with wall plate and 2 studs
15 inches of space from the building to the sign
Non-Illuminated
Printing: UV printed and Laminated
Return colros Black
Trim caps color Black

12





Client Contact Hawaii Fluid Art Atten: Dave King & Patrice O'Toole 17200 Oak Park Ave #104 Tinley Park, IL 60477

Estimate			
Date	Estimate #		
8/4/2023	HJFA tin-w		

Project Description: HFA- IL TINLEY PARK 15as Building Sign Item Description Qty Total HAWAII FLUID ART MAIN WALL SIGNAGE Building face signage for Hawaii Fluid Art that will be located in The Village of Tinley Park. This sign should enhance the quality of the downtown legacy district and pedestrian experience. Size 54 in wide x 39 inches tall Signage Fabrication asignage for building face using aluminum substraight. Laser cut 4.940.00 aluminum substraight for smooth lines and transistions over the entire shaps. Installation will use Using non-corrosive Top-con screws attached will be in the mortar joints on the face of the building. Signage size is 54 inches wide x 39 inches tall. Totaling 14.62 square feet. Shape will laser cut out of aluminum sub-straight allowing for smooth lines and transitions along the entire shape. To look symmetrical the sign will be centered above the doorway and windows and centered top to bottom in the space. Sign will be aligned to the center goose neck light \$4,940.00 Total Prices do not include taxes, shipping and handling or freight charge Unless indicated as an item. All quantities are Subject

to +/- 10%. All design concepts are protected under copyright and should not be shared or reproduced. Subject to all terms below and at hidesign.net/agreement.htm. Please sign or email approval for this agreed upon contract and send to HJ Design for work to begin.

8/3/23 Printed Name: Signature: _

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g, materials, and business solutions. We understand that from time to time you may engage H J Design, inc. for any of these services. H J Design will provide these products or services with the following terms. Return & Exchange Policy: All sales are final, and no refund or exchange will be given. All items and products are sold as is. Acceptance: In the event the customer responds to this estimate verbally, with a payment method, ernal, text or app, approval, purchase order, agreed upon location or date and time, delivery, attempted delivery, or any attempted for of possession, constructive, actual, registration, and cession delivery or other form of acceptance. Limitation of Damages: In no event shall H J Design, Inc. be responsible to the customer or any third party for any damages and the customer assumes full responsibility and hereby releases H J Design, Inc.

and the customer assumes full responsibility and hereby releases H.J. Design, to Disclaimers of Warrantines. H.J. Design, does not express, implied, and disclaims any warranty or merchantability or fitness for a particular purpose or demographic. Responsibility: in no event will we or our directors, employees or agents be liable to you or any third-party for any direct, indirect, consequential, exploratory, incidental, special or puritive damages, including loss of profit, loss of presence, loss of data, or any other damages arising from your use of services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein.
Indemnification: You agree to defend, buy, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees from and against any loss, damages, liability, claim, or demand, including reasonable attorney, fees, and expenses, made by any third-party due to our arising out of the services. Customer releases H.J. Design, Inc. from any responsibility not circumstances brought on or directly concerning usage copyright, trademarks or content of commercials, tailent, stock photography or manipulation thereof, photography scans, video, audio proofing, printing, downloading of files and their end use, and customer's breach of terms with any vendor or company. Do not transmit confidential information or any information you do not want released to the general public through email, webstes or hosting.

and customers to seem of the and payable on company. Up not can among consumation or any incomation or any incomation releases to the general pulsar, in releases to the general pulsar, and the pulsar pulsar pulsar pulsar pulsars. The foregoing pulsars are not subject to change for any reason. You authorize H J Design, Inc. to charge the amount due to your debit, credit card, bank account on file without further authorization. Disclaimer: The services are provided on an as is and as available basis. You agree that your use of services will be at your own in a.T. to the fulset extent, permitted by law, we displaying all warranties, express or imply, in connection with the services and or use, thereof, including without limitation, we make no warrantees or representations about the accuracy or completeness of the services Content, or the Content of any website or description of services. We will assume no liability or responsibility for any error's mistakes or an accuracies of materials, personal injury, or properly damage.



Client Contact
Hawaii Fluid Art Atten: Dave/Patrice 17200 Oak Park Ave #104 Tinley Park, IL 60477

Estimate

64068 Tinley Park, IL 60477 8/2/2023 HFA-15c PG
Project Description: HFA- IL TINLEY PARK 15c Projecting Sign

Item	Description	Qty	Total
Signage/Suppl	PROTRUDING SIGNAGE FOR: Hawaii Fluid Art in Tinley Park	1	2,655.00
	Protruding Sign for Hawaii Fluid Art that will be located in The Village of Tinley Park. This sign should enhance the quality of the downtown legacy district and pedestrian experience.		
	Metal protruding sign fabrication and installation: Size 36 in round Sign will stand off the building 15 inches with 2 metal rods and a metal plate		
	Printing: UV printed and VU protective Laminate used for weather protection		
	Return color Black Trim Caps Black		
	Non- Illuminating Signage Installation with through bolting only. No stabilization chain needed. Mount 9 ft from sidewalk		
	de taxes, shipping and handling or freight charge Unless indicated as an item. All quantities are Subject	Total	\$2,655.00

to +/- 10%. All design concepts are protected under copyright and should not be shared or reproduced.

Subject to all terms below and at hijdesign.net/agreement.htm. Please sign or email approval for this agreed upon contract and send to H J Design for work to begin.

Printed Name:	Signature:	_ _{Date:} _8/3/23

H J Design, Inc. is a full-service advertising, marketing firm specializing in sales and marketing, materials, and business solutions. We understand that from time to time you may engage H J Design, inc. for any of these services. H J Design will provide these products or services with the following terms. Beturn & Exchange Policy: All sales are final, and no refund or exchange will be given. All items and products are sold as is. Acceptance: in the event the customer responds to this estimate verbally, with a payment method, email, text or app, approval, purchase order, agreed upon location or date and time, delivery, attempted delivery, or any attempted transfer of possession, constructive, extual, registration, and cossion delivery or other form of acceptance. Limitation of Damages: In no event shall H J Design, inc. be responsible to the customer or any third party for any damages and the customer assumes full responsibility and hereby releases H J Design, inc.

Disclaimers of Warrantise: H. J Design, inc. provides goods and services without warranty or guarantee. H.J Design does not express, implied, and disclaims any warranty or merchantability or fitness for a particular purpose or demographic. Responsibility: In no event will we or our directors, employees or agents be liable to you or any third-party for any direct, indirect, consequential, exploratory, incidental, special or punitive damages, including loss of profit, loss of revenue, loss of data, or any other damages arising from your use of services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the

damages, including loss of profit, jous of revenue, loss of fata, or any other damages anising from your use of services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary constand herein.
Indemnification: You agree to defend, buy, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees from and against any loss, damage, liability, claiming or demand, including reasonable attorney, fees, and expenses, made by any third-party due to our arising out of the services. Customer releases H J Design, Inc. from any responsibility and liability for circumstances bought on or directly concerning usage copyright, tasdemarks or content of commercials, takent, tock photography or manipulation thereof, photography scars, video, audio proofing, printing, downloading of files and their end use, and customer's breach of terms with any vendor or company. Do not transmitt confiderable information or any internation or you for the wart released to the general public through enal, websites on chosting.

Payments: All amounts are due and payable online, credit card, debit card, bank transfer, ACH. All orders are to be paid in advance. The foregoing payment terms are not subject to change for any reason. You authorize H J Design, inc. to charge the amount due to your debt, credit card, bank account on file without turnher authorization. Disclaimer: The services are provided on an as it and as available basis. You agree that your use of services will be at your case, thereof including without intensitation, were now mark. To the fullest extent, premitted by Jaw, we displaying all evarareties, openess or repty, in connection with the services and or use, thereof including without intensitation, were now warranteed as the property damage.

HJ Design's Contract Labor Records

Quantum Graphics LLC 20650 S CICERO AVE #1241 IL US 708-269-3219 quantumgraphicsllc@gmail.com quantumgraphicsllc.weebly.com

ADDRESS
Hjdesigns Inc
6603 Royal St. Building H. Suite 100
Pleasant Valley, MO 64068

ESTIMATE#	DATE	EXPIRATION DATE
1005	08/03/2023	08/31/2023

Estimate

Hidesigns Inc 6603 Royal St. Building H. Suite 100 Pleasant Valley, MO 64068

SALES REP

EF

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
08/07/2023	Installation	Installation Note: 36" Sign: Through bolting only. No stabilizing chain needed. PVC Sign: Per customer instructions: Tapcon screws (Some assembly required)	1	1,350.00	1,350.00

TOTAL \$1,350.00

Accepted By

Accepted Date

This signeature is not an acceptance of the job but rather a acceptance to lock in the rates for this project as outlined on this estimate. The francheese will be applying for a grant. When the Grant is approved we will officially accept the bid and work can begin upon our instructions.

NOTE: Quantum Graphics is the sign installer. The total cost of installation (\$1350.00) for the wall sign and projecting sign has been added in the Hjdesign estimate for the wall sign (\$4940.00) and estimate for the projecting sign (\$2655.00).



PLAN COMMISSION STAFF REPORT

August 3, 2023 – Public Hearing

Petitioner

Christina & Robert Serdar

Property Location

6648 174th Place

PIN

28-30-417-011-0000

Zoning

R-5 Low Density Residential

Approvals Sought

Variation

Project Planner

Lori Kosmatka, AICP, Associate Planner

Serdar – Corner Lot Fence Setback Variation

6648 174th Place



EXECUTIVE SUMMARY

The Petitioner, Christina and Robert Serdar, is seeking a Variation from Section III.J (Fence Regulations) to replace an existing, dilapidated wood fence and allow for the installation of a four-foot (4') high open style aluminum fence. The proposed fence will be in the same location as the existing fence, which encroaches eight feet six inches (8'-6") into the required secondary front yard. Per the Zoning Ordinance, fences are required to be at or behind the at least ten feet from the property line in the secondary front yard. Therefore, the petitioner is requesting a variance to remove the legally nonconforming fence and erect a new fence in its place.

The fence setback Variation is requested due to the unique, narrow triangular shape and configuration of the lot and existing house. Unlike other corner lot homes, the lot is irregularly shaped and has little depth to accommodate for the required ten foot (10') setback. Additionally, the property's area is limited resulting in diminished contiguous land area otherwise not restricted by front yard requirements.

The proposed open style fence will not cause visibility concerns from intersections or private driveways.

EXISTING SITE & HISTORY

The subject property is a single family detached home at the northeast corner of 67th Avenue and 174th Place. The property is generally located southeast of The Boulevard development. This neighborhood is one of the older areas of Tinley Park, annexed in 1892, and is part of the Vogt's Addition to Tinley Park Subdivision. According to county GIS parcel data, the subject property's approximate lot area listed as 5,733 sq. ft.

The subject property is a nearly triangular-shaped corner lot with two front yards facing 67th Avenue and 174th Place. There is an existing house and a detached garage on the site, as well as an existing wood picket fence running adjacent to 67th Avenue (secondary front yard) to the rear of the property.

The existing fence, house, and detached garage all have portions that encroach within the required secondary front yard. The house is situated approximately seven feet (7') at its closest point to the property line, the detached garage approximately six feet (6') at its closest point to the property line, and the fence is set 18 inches in from the property line. These encroachments are permitted as the structures are defined as legally nonconforming since they were established prior to the Village's current Zoning Ordinance.

ZONING & NEARBY LAND USES

The subject property is located within the **R-5 Low Density Residential Zoning District**. The table below indicates the surrounding zoning and land uses in the area:





Location Map & Zoning Map showing Adjacency to Legacy District (purple)

Direction	Zoning	Land Use
North	R-5 Low Density Residential District R-6 Medium Density Residential District Downtown Core (Legacy)	Detached Single-Family Dwellings The Boulevard at Central Station
East	R-5 Low Density Residential District	Detached Single-Family Dwellings
South	R-5 Low Density Residential District R-6 Medium Density Residential District	Detached Single-Family Dwellings
West	Downtown General District (Legacy) Civic District (Legacy)	Detached Single-Family Dwellings Tinley Park Historical Society

Adjacent Legacy District

Across 67th Avenue the zoning district abruptly changes to the Legacy District's DG (Downtown General) and CV (Civic) area. These districts are regulated by the Legacy Code, identified as Section 12 within the Zoning Ordinance. The Legacy Code is a form-based code with inherent differences to the regulations of standard residential zoning districts.

Within the Legacy Code, open-style decorative type fences on private frontages are permitted to extend to the property line along the required front yard and are limited to a minimum height of three feet (3') and a maximum height of four feet (4'). Additionally, for corner lots of detached single-family residence, open or solid fencing with a maximum height of six feet (6') along their secondary frontage is permitted provided that the fence is located no closer than fifteen feet (15') to the property line, and does not extend past the front façade of the primary structure. Thus, the Legacy Code regulations are considerably more permissive compared to the R-5 Zoning District in terms of allowable fence locations.

Due to the nearby Legacy District and the other older homes in the area, the neighborhood character reflects instances of fences within front yards. The Petitioner has provided the following photo exhibits of some nearby properties (full exhibit is included as an attachment in their submittal):









The Petitioner wisnes to replace their existing dilapidated fence with a four-foot (4') high open style fence in the same location. The Petitioner has made efforts to repair the existing fence, but now face structural challenges since the wood posts have deteriorated, making the fence unstable. Their narrative states that by replacing the broken fence, they believe it will provide an investment not only to their home but also to the neighborhood since the fence is an eyesore on a prominent Tinley Park corner.

Per Section II.B. of the Zoning Ordinance, the primary front yard on a corner lot is determined by the street lot line with the smallest dimension. Since the lot line along 174th Place is approximately eighty-five feet (85') and the lot line along 67th Avenue is

Sample Image of a Fence Similar to Proposed (by Petitioner)

approximately one-hundred-thirty-three feet (133'), the frontage along 67th Avenue is defined as the secondary front yard.

Section III.J "Fence Regulations" of the Zoning Ordinance states that all fences located in the required secondary front yard must be located at least ten feet (10') from the lot line. Although, if a residential structure is nonconforming to the required front yard setback(s), a fence may be permitted to encroach into the required front yard setback to align with the established setback of the structure.

Replacing the existing fence at its current location is not permitted by code since it is only one-foot six-inches (1'6") from the property line. Since the structure is nonconforming with regards to the required front yard setbacks, the petitioner is permitted to install a fence that is aligned with the front of the existing house (see dashed red line in adjacent exhibit). The permitted location for a new fence will create two separate fenced yards and reduce the already limited space. Therefore, the Petitioner is requesting a variation from the zoning ordinance to allow a new fence to encroach eight feet six inches (8'-6") into the required secondary front yard.

The property's triangular lot shape and its minimal, narrow depth with the proximity of the existing house and garage pose a unique circumstance and illustrate a physical hardship to the property. Due to the height, style, location, and similarity to the existing fence, the proposed fence will not cause visibility concerns from intersections or private driveways.

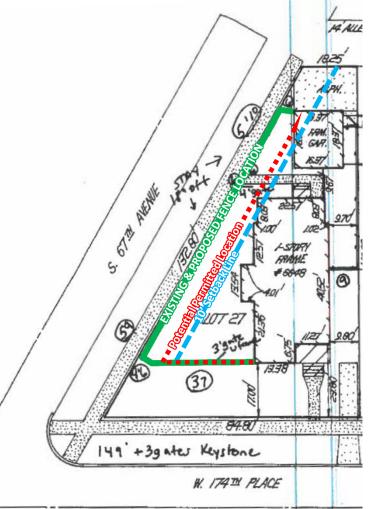
As illustrated in the exhibit to the right, the fence will begin at the detached garage, going out six feet, with a run of 15'-10", followed by a 4' gate over the walkway leading into the property, followed by 59 feet, a 4'-6" bend at the corner, and 37 feet leading to the house.

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission

149 + 39 ates Keystone W. 174TH PLACE further analyze the request. Staff draft Findings of Fact are provided below for the Commission's review and approval.

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - The proposed fence location creates a more useful property that utilizes limited available contiguous land area otherwise not restricted by front yard requirements. Since the proposed fence will be in the same location at the existing fence, it will not increase the degree of encroachment into the secondary front yard.
- The plight of the owner is due to unique circumstances.
 - The property's, nearly triangular lot shape and its minimal, narrow depth with the close proximity of the existing house and garage pose a unique circumstance, and illustrate a physical hardship.
- The Variation, if granted, will not alter the essential character of the locality.
 - The proposed fence location will not alter the essential character of the locality. Since the proposed fence will be in the same location at the existing fence, it will not increase the degree of encroachment into the secondary front vard. There is a variety of lot sizes and shapes in the neighborhood due to the angled configuration of 67th Avenue and resubdivisions and reconfigurations of lots over the years within this older neighborhood. The four-foot open style fence is also similar to other fences in this older neighborhood, some of which are also located within front vards.
- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:



- a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
- b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
- c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

If the Plan Commission wishes to take action, an appropriate wording of the motions would read:

Variation:

"...make a motion to recommend that the Village Board grant a Variation to the Petitioner Christina & Robert Serdar a Variation from Section III.J. of the Zoning Code (Fence Regulations) at the property located at 6648 174th Place in the R-5 Low Density Residential Zoning District. The proposed Variation will permit the petitioner to install a four-foot (4') high open-style fence to encroach up to eight feet six inches (8'-6") into the required secondary front yard.

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Application (Redacted) and Response to Standards	Petitioner	6/29/23
Narrative	Petitioner	Rec'd 6/29/23
Permit Application	Petitioner	Rec'd 6/29/23
Plat Markup (Proposed Fence Location)	Petitioner	Rec'd 6/29/23
Photos of Existing Fence to Replace on Subject Property	Petitioner	Rec'd 6/29/23
Photos of Neighborhood Fences	Petitioner	Rec'd 6/29/23

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2023-O-044

AN ORDINANCE GRANTING A VARIATION TO PERMIT A FENCE IN A SECONDARY FRONT YARD FOR PROPERTY LOCATED AT 6648 174TH PLACE

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2023-O-044

AN ORDINANCE GRANTING A VARIATION TO PERMIT A FENCE IN A SECONDARY FRONT YARD FOR PROPERTY LOCATED AT 6648 174TH PLACE

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition has been filed with the Village Clerk of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance by Robert & Christina Serdar ("Petitioner"), to grant a Variation to reduce the required setback for a fence in a secondary front yard from ten feet (10') to one-foot six-inches (1'6") to permit a four-foot (4') tall open-style fence encroaching eight feet six inches (8'-6") into the required secondary front yard ("Variation"); and

WHEREAS, the Village of Tinley Park Plan Commission held a Public Hearing on the question of whether the Variation should be granted on August 3, 2023, at the Village Hall of this Village at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said Public Hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said Public Hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, after hearing testimony on the petition, the Plan Commission found that the petition met the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Variation and voted 6-0 to recommend to the Village President and Board of Trustees for the approval of the Variation; and

WHEREAS, the Plan Commission has filed its report of findings and recommendations regarding the Variation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Variation; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as finding of fact as if said recitals were fully set forth herein.

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner have provided evidence establishing that he has met the standards for granting the Variation as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variation as set forth herein are in the public good and in the best interest of the Village and its residents and are consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - The proposed fence location creates a more useful property that utilizes limited available contiguous land area otherwise not restricted by front yard requirements. Since the proposed fence will be in the same location at the existing fence, it will not increase the degree of encroachment into the secondary front yard.
- 2. The plight of the owner is due to unique circumstances.
 - The property's, nearly triangular lot shape and its minimal, narrow depth with the close proximity of the existing house and garage pose a unique circumstance, and illustrate a physical hardship.
- 3. The Variation, if granted, will not alter the essential character of the locality.
 - The proposed fence location will not alter the essential character of the locality. Since the proposed fence will be in the same location at the existing fence, it will not increase the degree of encroachment into the secondary front yard. There is a variety of lot sizes and shapes in the neighborhood due to the angled configuration of 67th Avenue and resubdivisions and reconfigurations of lots over the years within this older neighborhood. The four-foot open style fence is also similar to other fences in this older neighborhood, some of which are also located within front yards.
- 4. Additionally, the Plan Commission also considered the extent to which the following facts are not favorable to the Petitioner based on the established evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;

- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

SECTION 3: The Variation set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION: LOT 27 IN VOGT'S ADDITION TO TINLEY PARK IN THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-30-447-011-0000

PASSED THIS 15TH day of August 2023.

VILLAGE CLERK

COMMONLY KNOWN AS: 6648 174th Place, Tinley Park, Illinois

SECTION 4: A Variation from Section III.J (Fence Regulations) of the Zoning Ordinance, to decrease the minimum required setback for a fence in the secondary front yard from ten feet (10') to one-foot sixinches (1'6") to permit the installation of a four-foot (4') high open-style fence is hereby granted to the Petitioner in the R-5 Low Density Residential Zoning District at the above-mentioned Property, in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A.**

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

AYES:
NAYS:
ABSENT:

APPROVED THIS 15TH day of August 2023.

VILLAGE PRESIDENT

ATTEST:

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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 Ordinance No. 2023-O-044, "AN ORDINANCE GRANTING A VARIATION TO PERMIT A FENCE IN A SECONDARY FRONT YARD FOR PROPERTY LOCATED AT 6648 174TH PLACE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August 2023.

VILLAGE CI	LERK

Exhibit A

Per the August 3, 2023, Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Application (Redacted) and Response to Standards	Petitioner	6/29/23
Narrative	Petitioner	Rec'd 6/29/23
Permit Application	Petitioner	Rec'd 6/29/23
Plat Markup (Proposed Fence Location)	Petitioner	Rec'd 6/29/23
Photos of Existing Fence to Replace on Subject Property	Petitioner	Rec'd 6/29/23
Photos of Neighborhood Fences	Petitioner	Rec'd 6/29/23

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE AUGUST 3, 2023 REGULAR MEETING

ITEM 1: PUBLIC HEARING –SERDAR FENCE SETBACK, 6648 174th PLACE – VARIATION APPROVAL

Consider recommending that the Village Board grant Christina and Robert Serdar (petitioner) a variation from Section III.J. of the Zoning Code (Fence Regulations) at the property located at 6648 174th Place in the R-5 Low Density Residential Zoning District. The proposed Variation will permit the petitioner to install a four-foot (4') high open-style fence to encroach up to eight feet six inches (8'-6") into the required secondary front yard on a corner lot.

Present Plan Commissioners:

Chairman Gray
Don Bettenhausen
James Gaskill
Angela Gatto
Terry Hamilton
Andrae Marak

Absent Plan Commissioners: Eduardo Mani

Steve Sepessy Kurt Truxal

Village Officials and Staff: Jason Engberg, Planning Manager

Lori Kosmatka, Associate Planner

Petitioners: Christina Serdar

Robert Serdar

Members of the Public: None

CHAIRMAN GRAY introduced Item 1. He confirmed proof of publication.

COMMISSIONER GATTO made a motion to open the public hearing; COMMISSIONER GASKILL seconded the motion. All agreed.

Lori Kosmatka, Associate Planner, presented the staff report.

CHAIRMAN GRAY invited the Petitioner to speak. The Petitioner Robert Serdar was sworn in.

Mr. Serdar thanked the Plan Commission for considering the request.

CHAIRMAN GRAY called on COMMISSIONER HAMILTON for comment.

COMMISSIONER HAMILTON asked if neighboring properties had similar fences. Mr. Serdar confirmed that neighboring properties have fences up to and on the property line.

COMISSIONERS GATTO, GASKILL, MARAK, and BETTENHAUSEN had no questions or comments.

CHAIRMAN GRAY thanked staff for the detailed staff report that highlighted the nature of the property and thanked the Mr. Serdar for the photographs provided to staff.

CHAIRMAN GRAY asked if anyone in the audience wished to speak. None were present.

CHAIRMAN GRAY asked for a motion to close the public hearing. COMMISSIONER BETTENHAUSEN made a motion to close the public hearing; COMMISSIONER GATTO seconded the motion. All agreed.

Lori Kosmatka presented the standards for a Variation.

CHAIRMAN GRAY requested a motion regarding the Variation.

COMMISSIONER GATTO made a motion to recommend that the Village Board grant Christina and Robert Serdar (petitioner) a variation from Section III.J. of the Zoning Code (Fence Regulations) at the property located at 6648 174th Place in the R-5 Low Density Residential Zoning District. The proposed Variation will permit the petitioner to install a four-foot (4') high open-style fence to encroach up to eight feet six inches (8'-6") into the required secondary front yard.

COMISSIONER GASKILL seconded the motion. Lori Kosmatka called the role; all were in favor.

CHAIRMAN GRAY declared the motion carried. He noted that the item would go before Village Board on August 15, 2023.



PLAN COMMISSION STAFF REPORT

August 3, 2023 - Public Hearing

Petitioner

Oak Park by EEP, LLC

Property Location

17822-17828 Oak Park Ave. (West Side of Oak Park Ave., North of 179th St.)

PIN

28-31-105-010-0000 28-31-105-026-0000 28-31-105-027-0000

Zoning

Legacy District – NG (Neighborhood General)

Approvals Sought

- Variations
- Site Plan & Architectural Approval
- Final Plat Approvals

Project Planner

Lori Kosmatka, AICP Associate Planner

Jason Engberg, AICP Planning Manager

Oak Park Townes Development

17822-17828 Oak Park Ave. (West Side of Oak Park Avenue, North of 179th Street)



Front Entry of 6-Unit Building (Top); Front Entry of 5-Unit Building, typical (Bottom)

EXECUTIVE SUMMARY

The Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC is requesting Variations to the Legacy Code, Site Plan/Architectural Approval, and Plat Approvals to develop a 31-unit townhome development at the property located on vacant land at the west side of Oak Park Avenue, north of 179th Street, currently addressed as 17822-17828 Oak Park Avenue. The property is zoned within the Legacy District's Neighborhood General area.

Two Variations have been requested:

- 1) Increase the interior side yard setback from a five-foot maximum permitted by code to a maximum of 10.10 feet.
- 2) Increase the private roadway's maximum curb cut width from 20 feet permitted by code to a maximum of 31 feet.

Six residential townhome buildings are proposed. One of the buildings is a three-story six-unit building fronting Oak Park Avenue and five of the buildings are two-story five-unit buildings behind and west of the six-unit building. The development pattern and use is similar to the neighboring townhomes and generally in line with the Legacy Plan's desire to increase density surrounding the Downtown Core while also creating attractive visuals along Oak Park Avenue.

Plat approval requests include a proposed Plat of Subdivision and Plat of Vacation. The Petitioner anticipates starting construction in Spring 2024, with a construction timeline as 8-10 months to be completed in a single phase.

Updates from the July 20, 2023 Plan Commission Workshop staff report are in RED.

EXISTING SITE & HISTORY

The subject property is vacant land, +-2.631 acres (114,612 sq. ft.), consisting of multiple lots. It is located on the west side of Oak Park Avenue, north of and adjacent to the existing Union Square residential development at the northwest corner of 179th Street. The lots have been vacant since the late 1990s when the former single-family homes were demolished.

ZONING & NEARBY LAND USES

The subject property is zoned within the Legacy District's Neighborhood General (NG) area. The Legacy Code was adopted in 2011 reflective of the Legacy Plan, adopted in 2009. The Legacy Plan's goal has been to strengthen the aesthetics and economics of the downtown area, maximizing walkability and a variety of characteristics articulated in each of the six areas within the Legacy The Legacy Code defines the character of the Neighborhood General area as "a variety of lot sizes and building scale, with multi-family dwellings as the primary use. Street frontages have steady street tree plantings and can include lawns and buildings form a continuous street wall set close to sidewalks."

The developments to the north and south fronting Oak Park Avenue are in the same zoning classification (Legacy District – Neighborhood General). The property to the north has three-story four-unit townhome residential buildings. The property to the south is the recently constructed Union Square townhomes. The Union Square development has a street frontage along Oak Park Avenue with three stories and front doors with walkways, with a variety of architectural detail, and is complementary to the Village's Legacy Plan.

The property to the south that is along 179th Street, one development west of the northwest corner of 179th Street and Oak





Location Map & Zoning Map



Google Streetview Showing Oak Park Avenue's street frontage of Adjacent Existing Union Square residential development, June 2023

Park Avenue, is in the R-6 (Medium Density Residential) Zoning District.

To the rear (west) of the subject property are two differently zoned properties. The property to the south fronting 179th Street is zoned R-6 which is part of the Settler's Pond regional retention pond and owned by the Village. The northern property is in the R-1 (Low Density Residential) Zoning District and is the Sunset Estates (Argos Court) development, previously approved as twelve townhome units, and currently under construction by the Petitioner.

PROPOSED USE

The Petitioner proposes to develop and improve the vacant land with a 31-unit residential townhome development as described in their narrative. They proposed construction of the development in one phase, starting with the three-story (6-unit) building facing Oak Park Avenue and progressing toward the back of the development. They hope to start construction in Spring of 2024, and anticipate it will take 8-10 months from permit approval to completion. Their submittal includes a narrative letter, architectural and geometric site plans, architectural plan drawings (elevations, floor plans), preliminary engineering, landscaping, lighting, proposed plats, CC&Rs, and physical material samples.

VARIATIONS

Two code variation requests have been identified:

- 1) Increase the interior side yard setback from a five-foot maximum permitted by code to a maximum of 10.10 feet.
- 2) Increase the private roadway's maximum curb cut width from 20 feet permitted by code to a maximum of 31 feet.

The Variation for interior side yard setback is referenced at the south side of the development, where the south end units range from 8.25 feet to 10.10 feet. This Variation will allow for building separation to the adjacent development. The Petitioner states the maximum distance by code would affect the property by not allowing enough area for stormwater detention along with enough space between property lines. They identify that the intent is to provide a community living feel of housing based on desired size and price point for residents to keep the size of the units at a reasonable price.

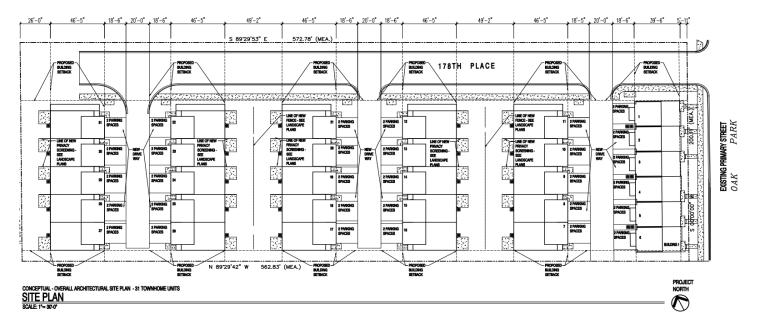
The Variation for the curb cut on the private roadway, is for the access running east-west connecting perpendicular to Oak Park Avenue. This is classified per code as an "Alley" will allow for vehicles to ingress and egress. The three other alleys in the development running north-south to access the units remain proposed compliant with code at 20 feet. The Petitioner states that the 31 feet for the private road will allow the Village's emergency vehicles including fire truck access to the development. They further note that the widened access road will allow for residents to turn on and off Oak Park Avenue.

The variance requests to permit an increase in the required side yard setback and increase the alley width were noted by the Commission as acceptable as it will provide space for a public utility easement and allow for fire access to the site, respectively.

Open Item #1: Discuss the proposed Variation requests for #1) interior side yard setback from a five-foot maximum permitted by code to a maximum of 10.10 feet and #2) private roadway's maximum curb cut width from 20 feet permitted by code to a maximum of 31 feet.

SITE PLAN/CIRCULATION

The Petitioner proposes 31 residential townhome units, comprised of one six-unit building fronting Oak Park Avenue, and five five-unit buildings behind it to the west. The layout of the five-unit buildings has the garages and front doors face the alley (access to driveway), whereas the single six-unit building has the front door on the east side of the building along Oak Park Avenue (which provides a sense of frontage), with the garages on the building's west side adjacent to the alley (access to driveways).



Proposed Architectural Site Plan

The proposal has one point of access from Oak Park Avenue, via a 31-foot-wide proposed private roadway (referred to as 178th Place) to the east to perpendicularly meet Oak Park Avenue. A white-striped crosswalk is proposed crossing the private roadway along Oak Park Avenue, with a stop bar for vehicles leaving the site. At the entry to the development, a proposed sign indicates "no outlet, no thru traffic". The west end of 178th Place will have three triple diamond "dead end" signage with snow removal and a bioswale beyond. A sidewalk is along Oak Park Avenue, and another sidewalk proposed running on the south side of the private roadway (178th Place) with bike racks placed in front of each building. All units are further accessed from the proposed 178th Place via three 20-foot "Driveways" (classified as Alleys). Unit addresses are proposed as an Oak Park Avenue address range, as 17882-17822 Oak Park Avenue.

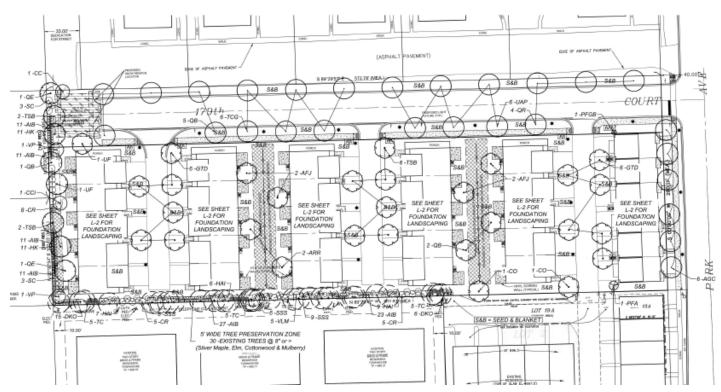
As with the Plat approval, the Site Plan/Architectural approval may be conditioned upon approval of final engineering plans at permit review. Village Public Works has reviewed the currently submitted plans, including utilities and has provided comments that will assist with further final engineering review, including a note that restoration will be coordinated with the neighboring development to the north for sanitary sewer installation (located in an existing utility easement), with which the Petitioner has agreed.

Staff has noted the site plan shows rectangular boxes on the rear of the six-unit building, which are not identified elsewhere in the elevations or other drawings.

Boxes on the site plan were an error and have been removed (New plans dated July 26, 2023).

Open Item #2: Clarify/remove rectangular boxes on the rear of the six-unit building per the site plans.

LANDSCAPE



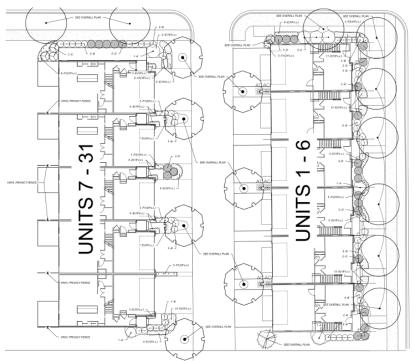
Landscape Plan

The proposal largely meets landscaping code requirements. Regarding bufferyard and perimeter plantings, canopy shade trees and other plantings are provided. The Legacy Code does not require bufferyards on the north, east, and southeast. On the north, a row of several shade trees are provided with seed & blanket in the space north of the private roadway. To the east, along Oak Park Avenue, six shade trees are proposed between the entries of the six-unit building and the sidewalk. They are centered at least 25 feet apart as per code, except approximately 30 feet from between the 3^{rd} & 4^{th} units (middle of the building). Code minimum requirement is 1 tree per 25 lineal feet, which at 200.11 feet, requires 7 trees. Staff is supportive of this landscape waiver given there is limited space on the parkway only allowing for six and located within the private frontage.

Prototypical foundational plantings are also provided on the east frontage of the six-unit building which, propose at 100%, exceed the code minimum of at least 70% along public right-of-way. To the southeast, two canopy trees (counting toward interior landscaping) and one evergreen are provided though there is no code minimum. On the southwest portion, code minimum is 15 canopy trees, eight understory trees, and 146 shrubs for the 363' south bufferyard. Though the Petitioner is not providing new plantings for the canopy and understory trees, they are preserving the 30 existing trees. Also, at the northwest corner of the site, 40'x40' bioswale is provided with deep rooted native plants at the northwest corner of the development (at the end of the proposed private roadway). Snow removal is provided on the east end of the bioswale.

Further in the interior of the site, landscaping is distributed accordingly with trees and prototypical foundational plantings which meet and exceed code minimum. There is at least one tree per unit, and shrub plantings are additionally provided both at unit front entries and also along the north edge of the buildings next to the private roadway, Shade trees are intentionally placed to avoid overlap with site lighting, bike racks, and other site constraints. Lastly, within the interior parkway there is at least one tree per 50 lineal feet, meeting code.

Other landscape-related elements are proposed. An infiltration trench with topsoil and sod (overlaying a stormwater management easement) and a 6-foot-high vinyl solid privacy fence is proposed between the rear of the two sets of five-unit buildings. Also, a privacy vinyl screen wall is located between the rear patios



Prototypical Foundational Landscaping

of the 5-unit buildings, except for the southernmost end unit on these buildings, which orients the patios at the south end of the unit. The CC&Rs also allow for the option of a landscaping hedge between units subject to the association's Board approval. Lastly, air conditioning units are located behind the units. They are individually placed adjacent to the rear patio for the 5-unit buildings and grouped in two between the driveways of the 6-unit building.

ARCHITECTURE

The architecture for six-building development is illustrated in the proposed exterior elevations and identifies a consistent exterior design for the five-unit buildings as well as an upgraded, complementary exterior design for the six-unit building facing Oak Park Avenue. All the five-unit buildings are proposed as two-stories, while the single six-unit building is proposed as three-stories. These meet Legacy Code requirements (minimum 2 stories, maximum 3 stories).

Several exterior design elements are proposed. The six-unit building's front includes nested gables and ridge lines, a variety of materials and colors, and covered entry overhangs with columns as shown on the exterior elevations. However, the site plan only appears to show the concrete stoops and walkways, and not the these overhangs or columns. On the six-unit frontage, windows have a variety of single and double size, and are positioned in an aligned manner with four dormers on the roof. The front door entries have a subtle variety of planes shown on the exterior elevations and indicated as notches on the site plans. The building's rear with the centered garages has a mirrored look with two large front gables on both ends, and window placement of one large 2nd floor window and two single windows arranged either toward the left or right sides of each unit.

The five-unit buildings have a slightly different aesthetic since they do not face Oak Park Avenue. The fronts include the front door and centered garage, with centered second story windows. The end units have large front gables, and the interior units have window dormers. There is a slight recessed plane change at (and above) the front door. The northern end units of the five-unit buildings also have a six-foot-deep porch along the side. There is also a variation in the roof line.

Personal Outdoor Space

Personal outdoor space is provided for the five-unit buildings. northernmost end-unit of the fiveunit buildings will have a long six-foot deep porch stretching the depth of the unit. Secondly, all of the five-unit buildings will have rear 10'x12' concrete patios. Due to the difference in layout where the rear of the single six-unit building has a garage, it does not have a patio. The six-unit building has its entry along Oak Park Avenue, but does not have any other hardscaped personal outdoor space. Staff previously discussed the possibility of a balcony at the rear of the six units to allow for some access to an outdoor area from the main living space and to improve the appeal of a flat rear façade design. However, the Petitioner has declined to include balconies based on market feedback. They believe the front yard is sufficient based on the townhome design and location of the development.

The Commission discussed the necessity for balconies along the rear of the six-unit structure. Due to privacy concerns and the limited number of units affected as a whole, the Commission did not pursue requiring balconies. Therefore, the newly submitted plans continue to not show balconies on the rear.

Open Item #3: Discuss the need for a balcony on the rear of the 3-story townhomes fronting Oak Park Ave to improve the appearance of the rear façade and provide outdoor living space.



Exterior Color Elevations of Five-Unit Building (5 total)







Exterior Color Elevations of Six-Unit Building (1 total)

Additions/Alterations/Fences/Decks

The Petitioner does not propose any additions, decks, or other fencing than described above. The CC&Rs provided indicate that additions, alterations, improvements (including fences, privacy walls, and decks), and a landscaping hedge between units would require the association's Board consent. No plans have been provided for potential additions, decks, etc. The Legacy Code's Building Standards that a minimum of 75% of all facades must be comprised of: brick, stone, fiber cement siding, cedar, slate & asphalt (roof only), and copper &/or stainless steel. These standards also have Architectural Guidelines that state a consistent style of architectural composition should be applied throughout a structure. Also, the Legacy Code's private lot standards for Neighborhood General area stipulate that rear yards (where no alley is required) be at least five feet minimum which provides some allowance for future additions. However, uniformity through the development is important and part of the overall development proposal. Since none are proposed, staff has recommended a condition prohibiting these additions at this time. If the HOA or owners want to propose a specific change in the future, it would need to apply to all properties within the development (allow only one type of deck, addition, fence, etc.).

Materials

The Petitioner has provided physical exterior building material samples as well as a digital material board, echoing the appearance of the exterior elevation drawings. The materials meet the Legacy Code requirements of minimum 75% facades and roof excluding glazing, and include but are not limited to brick, fiber cement siding, and asphalt shingles. Accent materials up to 25% are also offered which include standing seam roofs. Hardie fiber cement board, brick, asphalt roofs, standing seam metal roofs (only as an accent on the 6-unit), aluminum brackets/soffits/fascia, and vinyl windows are all proposed. The types of proposed Hardie materials vary and appear complementary. The five-unit buildings have Hardie panel vertical siding and plank lap siding, while the six-unit building has an upgraded appearance additionally including Hardie shingle siding.

The Plan Commission agreed on adding a condition to the architectural and site plan approval to prohibit additions but to allow for potential future additions as long as the designs will apply to all properties within the development.

Open Item #4: Consider staff's recommended condition limiting any additions, exterior alterations, improvements, and decks unless a uniform proposal for such change is proposed.



METAL ROOF - PAC-CLAD - PAC-150 -

MATTE BLACK

Exterior Materials

SIGNAGE

The Petitioner has stated that no subdivision signs are planned. Any future proposed signage will need to meet Village zoning code requirements.

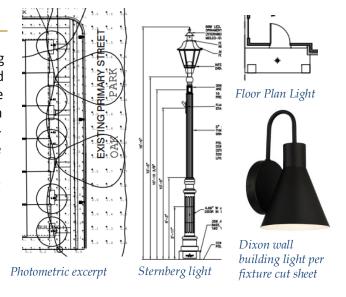
PARKING

The proposed development will meet and exceed the Legacy Code's minimum parking requirements for the Neighborhood General area. The Legacy Code requires a minimum of 1.5 spaces of vehicle parking and one bicycle parking space per dwelling unit. The proposal includes a two-car garage and a two-car driveway per dwelling unit. Bike racks on pads serving a total of 32 bicycles are located at the north end of each alley.

On the proposed private road, signage prohibiting parking is provided on the south side as well as an area along the north side. The Village's Fire Department reviewed the plans, including the Fire Truck Route, and previously noted and confirmed that at least a "No Parking" sign will be required for vehicles on at least one side of each of the three alleys to avoid any conflict with access. Given the alleys are 20-foot wide and the narrow spacing between driveways, the Village may wish to consider signage to prohibit parking on both sides of the alleys to allow for smoother circulation.

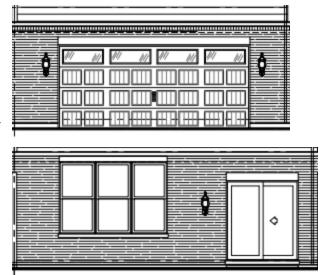
LIGHTING

The proposal includes two types of lighting: Sternberg Decorative Light (19 total tagged as "T3") as site lighting and "access" lighting (93 total, tagged as "A1)) as building sconce lighting. Only one type of access/building light specification cut sheet was provided (a code-compliant Dixon brand wall-mounted fixture LED light with no visible light source). The light placement is depicted on the site photometric plan, with the "access" lighting mounted 10' high, and site lighting as 12' poles with mounted 14' high fixtures. The Sternberg site lights are designed per previous Village-provided specifications and are located consistently in line with the existing light of the same design at the adjacent Union Square development to the south. Per code requirements, they are located with a maximum average spacing of 60 feet on center.



The site geometric plan further confirms the site light locations, three of which are along Oak Park Avenue and aligned with the existing streetlight south of the property fronting the adjacent Union Square property.

The access (building) lights are shown on the photometric plan on every front and rear of all buildings proposed (six-unit building having six on front, 12 on rear, while five-unit buildings have five on front, 10 on rear, summing 93 total). However, plans require confirmation of fixture selection and location, as well as coordination.



The exterior line drawings show building sconces flanking each garage on all buildings whereas the access (building) lights on the photometric appear approximately located and centered too far in per unit. Additionally, some of the six-unit front lights fronting Oak Park Avenue appear irregularly placed. Floor plans appear to show a light centered under a canopy, but the Dixon brand fixture specifies wall mounting. Lights also are not consistently shown on the exterior color elevations and line drawings, and those depicted to have a straight, rectangular sconce shape versus the flared shape per the Dixon fixture cut sheet.

Light spillage is noted in the Legacy Code as maximum 0.5 foot candles at the property line, unless additional illumination is required for security or other use, and provided without negative impacts on adjacent properties, The foot candle light levels largely fall below 0.5 fc, apart from along Oak Park Avenue (max. 2.0 fc), one 10-foot increment of 0.7 fc on the west and central alleys' south ends, and two 10-foot increments of 0.6 fc on the east alley's south end. Due to the pedestrian street sidewalk along Oak Park Avenue, and the safety and clear views provided on the alleys for access, these light levels are all deemed demonstrated satisfactory to the Village.

The petitioner stated at the Plan Commission workshop that the light fixtures on the line drawings are a representation of the light fixtures. The actual light fixtures being installed will be the "Dixon" lighting fixture provided on the cut sheets. The front of the six-unit structure will not have light fixtures as the light will be provided by the undermount fixtures on the canopies over the front doors. The submitted photometric plan dated July 24, 2023, has cleaned up the previous issues and appears to meet all standards. A final engineer approved photometric plan will be a condition of site plan approval.

Open Item #5: Discuss exterior light selection, placement, and coordination among photometric plan, fixture cut sheet, exterior color elevations, line drawings, and floor plans.

PLAT APPROVALS

The Petitioner is proposing a Final Plat of Subdivision as well as Plat of Vacation. The Plat of Vacation is a 100.05' x 10' area on the east edge of the development adjacent to Oak Park Avenue. The proposed "Final Plat of Oak Park Townes Subdivision" will resubdivide the existing three lots into 32 lots, the last of which being common ground for the private road which will not be dedicated. Since the road will be private, the private road's name is not included on the Plat. The plat shows easement information. The alleys have a 20-foot public ingress-egress and public utility easement and a ten-foot public utility and drainage easement on both sides. The south and west property edges of the 5-unit buildings also have a ten-foot public utility and drainage easement. Stormwater management is included as part of the ten-foot easement at the west property edge, as well as on the two infiltration trench areas at the rears of the 5-unit buildings. Lastly, a 50'x53' stormwater management easement is provided over the bioswale location. Staff recommends a condition that the Plat is subject to final approval by the Village Engineer and Village Attorney, including final engineering approval of all plans by the Village Engineer and other jurisdictional approvals.

STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Architectural

- a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. Cohesive Building Design: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. Compatible Architecture: All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet of more, a change of at least five feet in height must be made for every 75 feet.
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.

j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has prepared draft responses for the Findings of Fact below for the Plan Commission's consideration, which may be amended however the Commission sees fit to represent the facts of the requests.

- The property in question cannot yield a reasonable return if permitted to be used only under the
 conditions allowed by the regulations in the district in which it is located.
 The requirements for public utility easement locations and the need for fire department access limit the
 usable area on the elongated site. The property cannot yield a reasonable return if following the current
 regulations as the public utility easement would have insufficient space within the side yard and the fire
 department would only be able to access a structure that fronts Oak Park Avenue.
- 2. The plight of the owner is due to unique circumstances.

 The district regulations state a five foot (5') maximum side yard and require the building to front Oak Park Avenue. The Village needs a ten foot (10') wide public utility easement along the south of the property. These regulations conflict and are caused by the Village's regulations and not the owners preference. The Fire Department needs a specific width for the alley for emergency vehicle access due to the unique depth of the property from Oak Park Avenue.
- 3. The Variation, if granted, will not alter the essential character of the locality.

 The proposed attached housing structures will not alter the character of the location as the adjacent land uses to the south are also townhome structures and the adjacent land uses to the north are multifamily dwellings. The architectural style and density are in line with the adopted Legacy Plan.
- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTIONS FOR CONSIDERATION

If the Plan Commission wishes to take action on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan.

Motion 1 (Final Plat of Subdivision and Plat of Vacation):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, Final Plat of Subdivision and Final Plat of Vacation Approval for Oak Park Townes Subdivision located in the Legacy District's Neighborhood General zoning district in accordance with the Final Plats (dated May 5, 2023) submitted and listed herein, subject to the condition that both the Final Plat and Plat of Vacation are subject to final approval by the Village Engineer and Village Attorney."

Motion 2 - Site Plan and Architectural Approval:

"...make a motion to grant the Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, Site Plan and Architectural approval for Oak Park Townes Subdivision to develop a 31-unit townhome development at the property located on vacant land at the west side of Oak Park Avenue, north of 179th Street, currently addressed as 17822-17828 Oak Park Avenue in the Legacy District's Neighborhood General zoning district, in accordance with the submitted plans in the August 3, 2023 staff report and subject to the following conditions:

- 1. Final engineering approval of all plans by the Village Engineer and any other jurisdictional approvals, including but not limited to Will County DOT, MWRD, and IEPA.
- 2. Building additions (including any sunrooms and three season rooms) are not permitted unless a uniform design to the additions, incompliance with all codes is approved by Plan Commission.
- 3. A final photometric plan shall be submitted and approved by Village planning and engineering staff with the final I permit.
- 4. The project shall be completed in one phase and shall start with the 3-story townhome building fronting Oak Park Avenue to be completed first. At no point shall more than 10 other unit occupancies be approved before the 3-story townhome building is completed with full occupancy.

Motion 3 - Variation Approval:

"...make a motion to recommend that the Village Board grant the Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, a variation from Section XII.2.D.9 to increase the maximum required interior side yard setback from five feet (5') to ten and one/tenth feet (10.1) and a variation from Section XII.3.E.4.c to increase the maximum width of a two-lane driveway from twenty feet (20') to thirty-one feet (31') consistent with the Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the August 3, 2023 Staff Report.

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Application and Response to Standards	Petitioner	2/7/2023
Narrative	Petitioner	6/8/2023
Plat of Survey	JAS *	2020
Architectural Drawings & Photometric Plan (15 sheets)	GDA	6/2/2023
Civil Drawings (14 sheets)	JAS *	5/5/2023
Fire Truck Route Drawing	JAS *	1/4/2023
Plat of Vacation	JAS *	2023
Final Plat of Oak Park Townes Subdivision (2 sheets)	JAS *	5/5/2023
Landscaping Drawings	MC	7/24/2023
Tree Preservation & Removal Plan	MC	5/19/2023
Exterior Material Boards (6 sheets	GDA	6/6/2023
Building Access Lighting Fixture Specification Cut Sheet – Dixon brand wall sconce	AL	n/a
Stormwater Management Report	JAS	2/2/2023
Engineer's Opinion of Probable Construction Costs (EOPCC)	n/a	5/16/2023
Trustee's Deed	n/a	n/a
Declaration / Covenants Conditions Restrictions (CC&Rs)	Petitioner	7/24/2023
Site Improvement Plans (14 sheets)	Petitioner	7/26/2023
Full Plan Submittal (43 sheets)	Petitioner	7/26/2023

^{*} JAS - Joseph A Schudt & Associates

GDA – Goduco Design Architects

MC – Metz & Company Landscape Architecture / Site Planning

AL – Access Lighting

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO.2023-O-045

AN ORDINANCE GRANTING TWO VARIATIONS FROM THE ZONING ORDINANCE FOR THE OAK PARK TOWNES DEVELOPMENT LOCATED AT 17822-17828 OAK PARK AVENUE

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2023-O-045

AN ORDINANCE GRANTING TWO VARIATIONS FROM THE ZONING ORDINANCE FOR THE OAK PARK TOWNES DEVELOPMENT LOCATED AT 17822-17828 OAK PARK AVENUE

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for granting certain variations ("Variations") to construct a thirty-one unit townhome development within the NG (Legacy – Neighborhood General) zoning district located at 17822-17828 Oak Park Avenue, Tinley Park, Illinois 60477 ("Subject Property") has been filed by Ramsey Elshafei, on behalf of Oak Park by EEP, LLC ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Variations should be granted on August 3, 2023, at the Village Hall at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 6-0 and has filed its report and findings and recommendations that the proposed Variations be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Variations; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of facts as if said recitals were fully set forth herein.

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Variations as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variations as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request.

- 1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - The requirements for public utility easement locations and the need for fire department access limit the usable area on the elongated site. The property cannot yield a reasonable return if following the current regulations as the public utility easement would have insufficient space within the side yard and the fire department would only be able to access a structure that fronts Oak Park Avenue.
- 2. The plight of the owner is due to unique circumstances.
 - The district regulations state a five foot (5') maximum side yard and require the building to front Oak Park Avenue. The Village needs a ten foot (10') wide public utility easement along the south of the property. These regulations conflict and are caused by the Village's regulations and not the owners preference. The Fire Department needs a specific width for the alley for emergency vehicle access due to the unique depth of the property from Oak Park Avenue.
- 3. The Variation, if granted, will not alter the essential character of the locality.
 - The proposed attached housing structures will not alter the character of the location as the adjacent land uses to the south are also townhome structures and the adjacent land uses to the north are multi-family dwellings. The architectural style and density are in line with the adopted Legacy Plan.
- 4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;

- b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
- c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

SECTION 3: That the Variations as set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

LOT 4 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOT 5 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, (EXCEPT THAT PART TAKEN FOR WIDENING OF OAK PARK AVENUE AS SHOWN IN DOCUMENT NUMBER 23905184, BEING THE EAST 10 FEET OF THE LAND) BEING A SUBDIVISION IN THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 28-31-105-010-0000, 28-31-105-027-0000 & 28-31-105-026-0000

COMMONLY KNOWN AS: 17822-17828 Oak Park Avenue, Tinley Park, Illinois

SECTION 4: That the following Variations are hereby granted to the Petitioner in the NG (Legacy – Neighborhood General) Zoning District at the above-mentioned property to construct a thirty-one unit townhome development in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**:

- 1. Variation from Section XII.2.D.9. to increase the interior side yard setback from a five-foot maximum permitted by code to a maximum of 10.10 feet.
- 2. Variation from Section XII.3.E.4.c. to increase the private roadway's maximum curb cut width from 20 feet permitted by code to a maximum of 31 feet.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15 th day of August 2023.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 15th day of August 2023.	
A TEXTS OF	VILLAGE PRESIDENT
ATTEST:	
VILLAGE CLERK	

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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 Ordinance No. 2023-O-045, "AN ORDINANCE GRANTING TWO VARIATIONS FROM THE ZONING ORDINANCE FOR THE OAK PARK TOWNES DEVELOPMENT LOCATED AT 17822-17828 OAK PARK AVENUE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August 2023.

VILLAGE CLERK	

Exhibit A

Per the August 3, 2023, Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Application and Response to Standards	Petitioner	2/7/2023
Narrative	Petitioner	6/8/2023
Plat of Survey	JAS *	2020
Architectural Drawings & Photometric Plan (15 sheets)	GDA	6/2/2023
Civil Drawings (14 sheets)	JAS *	5/5/2023
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Tree Preservation & Removal Plan	MC	5/19/2023
Exterior Material Boards (6 sheets	GDA	6/6/2023
Building Access Lighting Fixture Specification Cut Sheet – Dixon brand wall sconce	AL	n/a
Stormwater Management Report	JAS	2/2/2023
Engineer's Opinion of Probable Construction Costs (EOPCC)	n/a	5/16/2023
Trustee's Deed	n/a	n/a
Declaration / Covenants Conditions Restrictions (CC&Rs)	Petitioner	7/24/2023
Site Improvement Plans (14 sheets)	Petitioner	7/26/2023
Full Plan Submittal (43 sheets)	Petitioner	7/26/2023

^{*} JAS - Joseph A Schudt & Associates

GDA – Goduco Design Architects

MC – Metz & Company Landscape Architecture / Site Planning

AL – Access Lighting

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE AUGUST 3, 2023 REGULAR MEETING

ITEM 2: PUBLIC HEARING – OAK PARK TOWNES, 17822-17828 OAK PARK AVENUE – VARIATIONS, FINAL PLAT, AND SITE

PLAN/ARCHITECTURAL APPROVAL

Consider recommending that the Village Board grant Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, (petitioner) two Variations from Section XII.D.9. (Private Lot Standards), Table 2.D.6. of the Zoning Code. The proposed Variations will increase the required interior maximum side yard setback from five feet (5') to a ten and one/tenth feet (10.1') and increase the private roadway's maximum curb cut width from twenty feet (20') to thirty-one feet (31'). The petitioner is requesting these Variations to permit new construction of a 31-unit townhome development located at 17822-17828 Oak Park Avenue zoned within the NG (Legacy – Neighborhood General) zoning district. Site Plan and Final Plat approvals will also be considered at the meeting.

Present Plan Commissioners:

Chairman Gray Don Bettenhausen James Gaskill Angela Gatto Terry Hamilton Andrae Marak

Absent Plan Commissioners: Eduardo Mani

Steve Sepessy Kurt Truxal

Village Officials and Staff: Jason Engberg, Planning Manager

Lori Kosmatka, Associate Planner

Petitioners: Ramsey Elshafei, RE Development Solutions

Jim Doyle, RE Development Solutions

Members of the Public: Lynn Moleck

Mark Furczon Peggy Concannon Keshia Garnett

CHAIRMAN GRAY introduced Item 2. He confirmed proof of publication.

COMMISSIONER GASKILL made a motion to open the public hearing; COMMISSIONER GATTO seconded the motion. All agreed.

Lori Kosmatka, Associate Planner, presented the staff report.

CHAIRMAN GRAY invited the Petitioners to speak. The Petitioners Jim Doyle and Ramsey Elshafei were sworn in.

Jim Doyle stated that he represents the future landlord of the property. He thanked Staff for helping navigate the Legacy district regulations.

Ramsey Elshafei stated that his business has a long track record of developing and investing in commercial real estate. He said his team wants to get the project done quickly and efficiently.

CHAIRMAN GRAY called on COMMISSIONER BETTENHAUSEN for comment; he had none.

COMMISSIONER MARAK said that he supports more density in the Legacy district, especially surrounding public transportation routes.

COMMISSIONER GASKILL had no comment.

COMMISSIONER HAMILTON said the project looked nice. He had no further comment.

CHAIRMAN GRAY said many details were handled at the previous workshop. He said he appreciated the Petitioner working with Staff.

CHAIRMAN GRAY asked if anyone in the audience wished to speak.

Lynn Moleck, the owner of 17814 Oak Park Avenue, was sworn in. Ms. Moleck said that she has owned 17814 Oak Park Avenue for 48 years. She said she has been in contact with the Petitioner and has a handful of concerns about the development. She said her first question was if a new street was proposed, or if the development was planning to use the existing driveway on her property for access; Jim Doyle confirmed that a new private street, 178th Place, will be constructed for access to the proposed units. Ms. Moleck said her second concern was about storage of plowed now; Jim Doyle and Ramsey Elshafei confirmed that there was adequate space on the subject site for snow storage. Ms. Moleck said her third concern was that the proposed private street, 178th Place, was too close to the northern property line; CHAIRMAN GRAY said that there would be tree planted on both sides of 178th Place to provide screening and that the trees were not mandated by the Zoning Ordinance. Mr. Elshafei said there was eight to ten feet between the proposed street and the northern property line. Ms. Moleck noted that the developer would attempt to retain existing mature trees along the northern property line. Mr. Elshafei said that the easement along the northern property line is a utility easement and would only be used to repair infrastructure for the development. Ms. Moleck asked if the properties would be rented or sold; Jim said they are proposed as rental but may be sold in the future. Ms. Moleck noted the property has been vacant for 50 years. Ms. Moleck mentioned a concern about shadows from the proposed three-story buildings on Oak Park Avenue but did not have a question.

Mark Furczon was sworn in. Mr. Furczon asked how wide the buffer between 178th Place and the northern property line would be. Mr. Elshafei said the width between the curb of the proposed street and northern property line will be eight to ten feet. Mr. Elshafei noted that the neighboring properties' driveways are approximately two feet from their southern property line. Mr. Furczon said he was also concerned about snow removal. He said that two feet was not wide enough. CHAIRMAN GRAY noted that the two-foot distance referred to Mr. Furczon (and the other owners' southern property line. Mr. Elshafei said the proposed 178th Place was further from the shared property line than the neighboring developments' driveway and that if snow could not be stored within the proposed development, that it would be removed. Mr. Furczon had no additional comments.

Peggy Concannon was sworn in. Ms. Concannon said she lives in a townhouse to the south of the subject property and was happy the property was being developed. She said there is often garbage on the subject property that sometimes blows onto her property. She asked whether there would be a fence between the properties to the south and the subject property. She also asked about the existing vegetation on the shared property line. CHAIRMAN GRAY confirmed Ms. Concannon was referring to the southern property line of the subject property. Jason Engberg, Planning Manager, confirmed that there is existing vegetation on the development's southern property line. Lori Kosmatka, Associate Planner, said there are thirty trees. Ms. Concannon said they are bushes not trees and that do not look good. Jason Engberg, Planning Manager, asked if the question was about retaining or replacing the existing vegetation. Ms. Concannon said yes and whether there would be a fence. Mr. Elshafei said landscaping would be planted along the southern property line and could not confirm whether a fence was planned. Ms. Concannon asked if the units would be rentals. Mr. Elshafei said they would be rental for now based on market conditions. Ms. Concannon said she would like to see a fence and the removal of existing vegetation. Jim Doyle said there would be a lot of landscaping added along the southern property line. He said dense shrubs and trees are proposed. Mr. Elshafei said a lot of the vegetation would likely be removed during the earthwork phase. Mr. Elshafei clarified stormwater would be handled entirely on the site or into the Village's stormwater system. Ms. Concannon had no further questions. Jason Engberg, Planning Manager, reminded the audience that the Village cannot limit property ownership to being owned or rented.

Keshia Garnett was sworn in. Ms. Garnett thanked Peggy Concannon for her comments. Ms. Garnett asked where she could find the plans presented at the workshop meeting. Lori Kosmatka, Associate Planner, told Ms. Garnett where to find the documents on the Village website. CHAIRMAN GRAY also noted that the workshop discussion was recorded and could be found on the Village's YouTube channel. Ms. Garnett asked for the Petitioner's contact information.

COMMISSIONER BETTENHAUSEN asked for clarification on the plans as to what was being shown on the northwest corner of the property. Lori Kosmatka, Associate Planner, said that was a stormwater bioswale that would also be used to store snow.

COMMISSIONER BETTENHAUSEN asked about the current zoning of the property. Lori Kosmatka, Associate Planner, said it is zoned NG Neighborhood General. She noted that the Legacy District has different regulations than the rest of the Zoning Ordinance. COMMISSIONER

BETTENHAUSEN asked what the permitted density of the NG zoning district was. COMMISSIONER MARAK noted that the Legacy District is intended to promote higher density. COMMISSIONER BETTENHAUSEN asked if the project was requesting any sort of deviation to allow for greater density. Jason Engberg, Planning Manager, noted the only variances requested were a setback reduction and driveway width.

COMMISSIONER HAMILTON asked what the correct street name was. Mr. Elshafei confirmed it is 178th Place. Lori Kosmatka, Associate Planner, noted that, because it is a private street, the plat of subdivision does not need to include the street name.

COMMISSIONER HAMILTON asked why the project needed a variance to utilize a greater side setback. Jason Engberg, Planning Manager, responded the five-foot side setback in the NG district to create a street wall of buildings and a variation was needed for the utility easement.

CHAIRMAN GRAY asked for a motion to close the public hearing. COMMISSIONER GASKILL made a motion to close the public hearing; COMMISSIONER BETTENHAUSEN seconded the motion. All agreed.

Lori Kosmatka, Associate Planner, presented the standards for a Variation.

There were three motions for this item.

CHAIRMAN GRAY requested a motion regarding the Plat of Subdivision and Plat of Vacation.

Motion 1 – Final Plat of Subdivision and Plat of Vacation

COMMISSIONER HAMILTON made a motion to recommend that the Village Board grant approval to the Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, Final Plat of Subdivision and Final Plat of Vacation Approval for Oak Park Townes Subdivision located in the Legacy District's Neighborhood General zoning district in accordance with the Final Plats (dated May 5, 2023) submitted and listed herein, subject to the condition that both the Final Plat and Plat of Vacation are subject to final approval by the Village Engineer and Village Attorney. COMMISSIONER GATTO seconded the motion. Lori Kosmatka, Associate Planner, called the role; all were in favor.

CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY requested a motion regarding Site Plan and Architectural Approval.

Motion 2 – Site Plan and Architectural Approval

COMMISSIONER HAMILTON made a motion to grant the Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, Site Plan and Architectural approval for Oak Park Townes Subdivision to develop a 31-unit townhome development at the property located on vacant land at the west side of Oak Park Avenue, north of 179th Street, currently addressed as 17822-17828 Oak Park Avenue in the Legacy District's Neighborhood General zoning district, in accordance with the submitted

plans in the August 3, 2023 staff report and subject to the following conditions:

- 1. Final engineering approval of all plans by the Village Engineer and any other jurisdictional approvals, including but not limited to Will County DOT, MWRD, and IEPA.
- 2. Building additions (including any sunrooms and three season rooms) are not permitted unless a uniform design to the additions, incompliance with all codes is approved by Plan Commission.
- 3. A final photometric plan shall be submitted and approved by Village planning and engineering staff with the final permit.
- 4. The project shall be completed in one phase and shall start with the 3-story townhome building fronting Oak Park Avenue to be completed first. At no point shall more than 10 other unit occupancies be approved before the 3-story townhome building is completed with full occupancy.

COMMISSIONER GASKILL asked why Will County DOT was mentioned in the motion. Jason Engberg, Planning Manager, said Cook County was the correct governing body.

COMMISSIONER HAMILTON corrected his motion to replace Will County with Cook County.

COMMISSIONER MARAK asked about the sunroom condition. He asked if adding sunrooms would have to go to Village Board. Lori Kosmatka, Associate Planner, confirmed the Plan Commission has final authority for Site Plan and Architectural Approval. Mr. Elshafei asked if he could ask a question. CHAIRMAN GRAY permitted him to do so. Mr. Elshafei asked if the occupancy condition required a certificate of occupancy or actual occupation by a resident. Jason Engberg, Planning Manager, confirmed that it was a certificate of occupancy that was needed.

CHAIRMAN GRAY requested a second.

COMMISSIONER GASKILL seconded the motion. Lori Kosmatka, Associate Planner, called the role; all were in favor.

CHAIRMAN GRAY declared the motioned carried.

CHAIRMAN GRAY requested a motion regarding the Variations.

Motion 3 – Variations

COMMISSIONER GATTO made a motion to recommend that the Village Board grant the Petitioner, Ramsey Elshafei, on behalf of Oak Park by EEP, LLC, a variation from Section XII.2.D.9 to increase the maximum required interior side yard setback from five feet (5') to ten and one/tenth feet (10.1) and a variation from Section XII.3.E.4.c to increase the maximum width of a two-lane driveway from twenty feet (20') to thirty-one feet (31') consistent with the Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the August 3, 2023 Staff Report. COMMISSIONER GASKILL seconded the motion. Lori Kosmatka, Associate Planner, called the roll; all were in favor.

CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY noted the item would go to the Village Board on August 15th. He thanked the Petitioners for their time and commended the Petitioner for their openness with the surrounding neighbors.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO.2023-R-090

A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT OF OAK PARK TOWNES SUBDIVISION LOCATED AT 17822-17828 OAK PARK AVE

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-090

A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT OF OAK PARK TOWNES SUBDIVISION LOCATED AT 17822-17828 OAK PARK AVE

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") has considered the Final Plat of Oak Park Townes Subdivision ("Plat"), dated May 5, 2023, submitted by Ramsey Elshafei, on behalf of Oak Park by EEP, LLC ("Petitioner") pertaining to certain real property located at 17822-17828 Oak Park Avenue, Tinley Park, Illinois ("Subject Property"), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, said Plat, was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission reviewed the proposed Plat on August 3, 2023, at a public meeting at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 6-0 in favor to recommend that said Plat be approved; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Plat be approved by this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Plat; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, dated May 5, 2023, attached hereto as **Exhibit A**, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to the condition that the Final Plat is subject to final approval by the Village Engineer and Village Attorney prior to and after recording.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15th day of August 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15th day of August 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

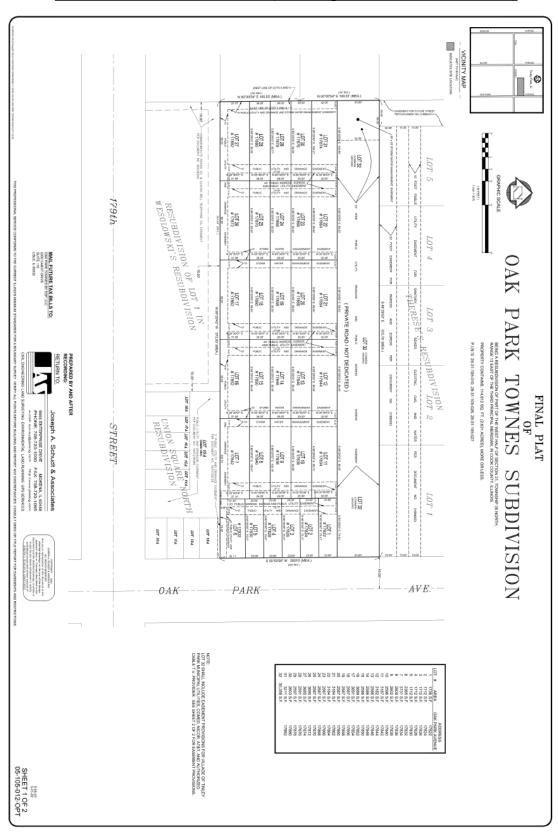
CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-090 "A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT OF OAK PARK TOWNES SUBDIVISION LOCATED AT 17822-17828 OAK PARK AVE" which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August 2023.

VILLAGE CLERK	

Exhibit A – Plat of Subdivision (To Be Updated After Final Review)



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THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO.2023-R-091

A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT OF VACATION OF RIGHT OF WAY LOCATED AT 17822-17828 OAK PARK AVE

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-091

A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT OF VACATION OF RIGHT OF WAY LOCATED AT 17822-17828 OAK PARK AVE

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") has considered the Plat of Vacation of Right of Way ("Plat"), submitted by Ramsey Elshafei, on behalf of Oak Park by EEP, LLC ("Petitioner") pertaining to certain real property located at 17822-17828 Oak Park Avenue, Tinley Park, Illinois ("Subject Property"), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, said Plat, was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance; and

WHEREAS, the Plan Commission reviewed the proposed Plat on August 3, 2023, at a public meeting at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 6-0 in favor to recommend that said Plat be approved; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Plat be approved by this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Plat; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as **Exhibit A**, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to the condition that the Plat is subject to final approval by the Village Engineer and Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15th day of August 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15th day of August 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

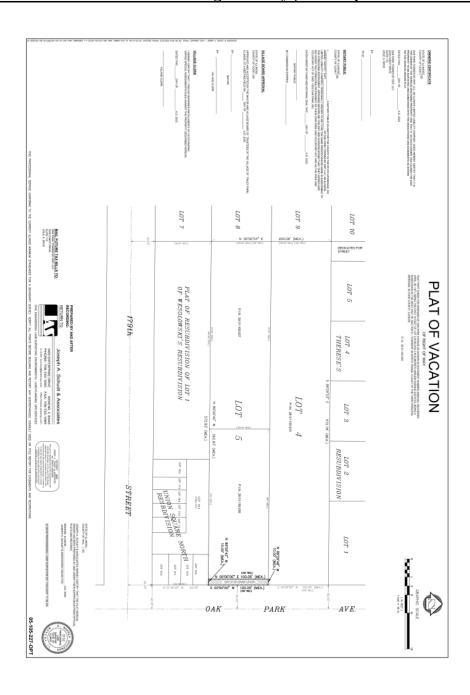
CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-091, "A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT OF VACATION OF RIGHT OF WAY LOCATED AT 17822-17828 OAK PARK AVE" which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August 2023.

VILLAGE CLERK	

Exhibit A – Plat of Vacation of Right of Way (To Be Updated After Final Review)





Date: August 7, 2023

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: 179th Street Watermain Replacement - Bid Rejection

Presented for Committee of Whole and Village Board consideration and action.

<u>Description:</u> Reject all bids received for the 179th Street Watermain Replacement.

<u>Background</u>: Funding to replace the watermain on 179th Street from Oak Park Avenue to 66th Court was requested and approved in the FY2024 capital budget. The project was designed and followed the formal bidding process. Bids for the project were opened publicly on August 1, 2023. The two bids received were well above the budgeted amount for the project by approximately \$350,000. FY2024 funding carryover, plus additional funding to cover the cost of the project, will be requested for the FY2025 capital budget.

Staff Direction Request: Reject both bids received for the 179th Street Watermain Replacement.





Date: August 8, 2023

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Water System Assessment Program Agreement - 2023-RFQ-010

Presented for Committee of the Whole and Village Board discussion and action.

<u>Description</u>: The Village sought a qualified contractor to conduct a water assessment of our water system which includes the following services:

Fire Hydrant Maintenance, operate and inspect hydrants in our water system for problems.

• Inspections are performed on 1,305 (roughly one-third) of the Village's hydrants.

Fire Hydrant Flow Testing, check pressure and volume of water flowing from hydrant.

• Full flow operation on approximately 1,305 (roughly one-third) hydrants, to ensure the water main capacity is in accordance with ISO, NFPA, and AWWA requirements.

Water System Leak Survey, detecting non-visible leaks in our water system.

Use instrumentation on water valves, hydrants, and water services to listen for leaks. If leaks are found, use leak correlation machine to pinpoint leaks. The Village is divided into two sections, east and west of 80th Avenue. The western portion is 110 miles of water main while the eastern portion is 153 miles of water main. This year the west side of 80th Avenue will be surveyed.

Valve Exercising, operate and inspect valves in our water system for problems.

• Locate, operate, and inspect 1,125 (roughly one-third) of the Village's water valves each year.

Background:

The RFQ was written to be a three-year contract with the option to renewal for another three-year contract. M.E. Simpson Co., Inc. was the only company that submitted a proposal for the work. M.E. Simpson Co., Inc. has performed this work for the last five years. The Village is very pleased with their work and recommends continuing with their services.

Budget/ Finance:

Funding is available in the approved FY2024 O&M Budget though accounts 72513 and 72790.

Staff Direction Request:

Approve an agreement with M.E. Simpson Co., Inc. in the amount of \$226,557 for the Water System Assessment Program.

Attachments:

1. Professional Service Agreement



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-096

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO., INC. FOR THE WATER SYSTEM ASSESSMENT PROGRAM

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-096

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO., INC. FOR THE WATER SYSTEM ASSESSMENT PROGRAM

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 an Agreement with M.E. Simpson Co., Inc., a true and correct copy of such Agreement 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 Agreement 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 "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

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 Agreement.

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

ADOPTED this 15th day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

on a roll call vote as follows:	
AYES:	
NAYS:	
ABSENT:	
APPROVED this 15th day of August, 2023,	by the President of the Village of Tinley Park.
ATTEST:	Village President
Village Clerk	

EXHIBIT 1

AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO., INC. FOR THE WATER SYSTEM ASSESSMENT PROGRAM

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-096, "A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO., INC. FOR THE WATER SYSTEM ASSESSMENT PROGRAM," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August, 2023.

VILLAGE CLERK	

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 15th day of August, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and ME Simpson Co. Inc. ("Consultant"), collectively the "Parties" for the following project:

Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

M.E. Simpson Co., Inc.

Michael Simpson, CEO

3406 Enterprise Ave.

Valparaiso, IN 46383

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties' consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant). have executed this agreement.

VILLAGE OF TINLEY PARK	M.E. Simpson Co., Inc.
By: Village Manager	By: Michael D. Simpson Title: CEO
DATE:	DATE: 08/07/2023
DATE:	

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

contract as a result of a violation of either the	nsultant is not barred from bidding on or entering into this bid-rigging or bid-rotating provisions of Article 33E of the
Criminal Code of 1961, as amended.	/
_M.E. Simpson Co., Inc Name of Consultant (please print)	Submitted by (signature)
CEO	
Title	
Certificate of Compliance with Illinois Human	n Rights Act
The undersigned hereby certifies that the Cor Act as amended and the Illinois Human Rights	nsultant is in compliance with Title 7 of the 1964 Civil Rights s Act as amended.
_ M.E. Simpson Co., Inc Name of Consultant (please print)	Submitted by (signature)
Name of Consultant (please print)	Jubilitied by (signature)
_ CEO	
Title	

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_ M.E. Simpson Co., Inc Name of Consultant (please print)	Submitted by (signature)
_ CEO	
Title	

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.

_ M.E. Simpson Co., Inc Name of Consultant (please print)	Submitted by (signature)
CEO	
Title	

EXHIBIT A

Scope of Professional Services

- 1. Perform a fire hydrant assessment on the distribution system to such an extent as to locate, evaluate, and improve the operability of the fire hydrants through hands onfield activities.
- 2. Perform water main capacity assessment on the distribution system to such an extent as to assess, record water flowed, mark, and grease fire hydrants through hands-on field activities.
- 3. Perform leak detection on the distribution system to such an extent as to locate, known and unknown leaks through active leak detection and correlation methods.
- 4. Perform a valve assessment on the distribution system to such an extent as to locate, evaluate, and improve the operability of the valves in the water distribution system through hands on field activities.
- 5. Document, integrate and analyze location, operational and physical information of fire hydrants, valves, and identify leaks in the water distribution system through this program.

EXHIBIT B

Fee Schedule

M.E. Simpson Co., Inc. fee schedule

Hydrant ISO Maintenance – 3,915 Hydrants

- 2023 Fire Hydrants Maintained at \$45.00 each (Approx. 1,305)
 \$58,725.00
- 2024 Fire Hydrants Maintained at \$45.00 each (Approx. 1,305)
 \$58,725.00
- 2025 Fire Hydrants Maintained at \$48.00 each (Approx. 1,305)
 \$62,640.00

Additional Contract Extensions:

- 2026 Fire Hydrants Maintained at \$48.00 each (Approx. 1,305)
 \$62,640.00
- 2027 Fire Hydrants Maintained at \$52.00 each (Approx. 1,305)
 \$67,860.00
- 2028 Fire Hydrants Maintained at \$52.00 each (Approx. 1,305)
 \$67,860.00

Main Capacity Testing – 3,915 Hydrants (Approximately 1,305 per year)

- 2023 Hydrant Main Capacity Tested at \$58.00 each (Approx. 1,305)
 \$75,690.00
- 2024 Hydrant Main Capacity Tested at \$58.00 each (Approx. 1,305)
 \$75,690.00
- 2025 Hydrant Main Capacity Tested at \$61.00 each (Approx. 1,305)
 \$79,605.00

Additional Contract Extensions

- 2026 Hydrant Main Capacity Tested at \$61.00 each (Approx. 1,305)
 \$79,605.00
- 2027 Hydrant Main Capacity Tested at \$65.00 each (Approx. 1,305)
 \$84,825.00
- 2028 Hydrant Main Capacity Tested at \$65.00 each (Approx. 1,305)
 \$84,825.00

Leak Detection Survey – Approximately 263 Total Miles

- 2023 Leak Detection Survey at \$245.00 per mile (W. of 80th) 110 miles \$26,950.00
- 2024 Leak Detection Survey at \$255.00 per mile (E. of 80th) 153 miles \$39,015.00
- 2025 Leak Detection Survey at \$255.00 per mile (W. of 80th) 110 miles
 \$28,050.00

Additional Contract Extension

- 2026 Leak Detection Survey at \$265.00 per mile (W. of 80th) 110 miles \$29,150.00
- 2027 Leak Detection Survey at \$265.00 per mile (E. of 80th) 153 miles \$40,545.00
- 2028 Leak Detection Survey at \$275.00 per mile (W. of 80th) 110 miles \$30,250.00

Valve Assessment – 3,371 Valves (Approximately 1,124 per year)

- 2023 Valve Assessment at \$58.00 each (Approx. 1,124)
 \$65,192.00
- 2024 Valve Assessment at \$58.00 each (Approx. 1,124)
 \$65,192.00
- 2025 Valve Assessment at \$60.00 each (Approx. 1,124)
 \$67,440.00

Additional Contract Extensions

- 2026 Valve Assessment at \$63.00 each (Approx. 1,124)
 \$70,812.00
- 2027 Valve Assessment at \$63.00 each (Approx. 1,124)
 \$70,812.00
- 2028 Valve Assessment at \$65.00 each (Approx. 1,124)
 \$73,060.00

GPS points for New Assets at \$15.00 each

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

•	Workers' Compensation:	Statutory
•	Employer's Liability – Each Accident:	\$ 1,000,000
•	General Liability –	
•	Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
•	General Aggregate:	\$ 2,000,000
•	Excess or Umbrella Liability	
•	Each Occurrence:	\$ 3,000,000
•	General Aggregate:	\$ 3,000,000
•	Automobile LiabilityCombined Single Limit	
•	(Bodily Injury and Property Damage): Each Accident	\$ 1,000,000
•	Professional Liability –	
•	Each Claim Made	\$ 2,000,000
•	Annual Aggregate	\$ 2,000,000

EXHIBIT D

Insurance Certificates



MESIMPS-02

SRUTKOWSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/26/2023

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	CONTACT Stacy Rutkowski				
General Insurance Services, Inc. 407 E. Lincolnway	PHONE (A/C, No, Ext): (219) 510-6209	FAX (A/C, No):(219) 510-6427			
Valparaiso, IN 46383	E-MAIL ADDRESS: srutkowski@genins.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Cincinnati Insurance	10677			
INSURED	INSURER B : Cincinnati Indemnity	23280			
M E Simpson Co Inc	INSURER C: Landmark American Insurance C	ompany			
3406 Enterprise Ave Valparaiso, IN 46383	INSURER D:				
Valparaiso, IN 40303	INSURER E:				
	INSURER F:				

COVERAGES **CERTIFICATE NUMBER: 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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab X XCU Cov is Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- DOTHER:	х		EPP 0417637	12/23/2022		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 500,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED X X AUTOS ONLY	х		EPP 0417637	12/23/2022	12/23/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$ \$ \$
Α	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION S			EPP 0417637	12/23/2022	12/23/2023	EACH OCCURRENCE AGGREGATE	s 10,000,000 s 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC 0417638	12/23/2022	12/23/2023	X PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000
С	Professional/E&O Leased & Rented			LHR800145 EPP 0417637	12/23/2022 12/23/2022	12/23/2023 12/23/2023	Each Claim Ded \$1,000	3,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RFQ#2023-RFQ-010 Water System Assessment Program

The Village of Tinley Park; its officers, officials, employees and volunteers are Additional Insureds on a Primary & Non-Contributory basis with respect to General Liability and Auto Liability when required by written contract. A 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER	CANCELLATION
Village of Tinley Park 16250 South Oak Park Avenue Tinley Park, IL 60477	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
T	Katey Heinh

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Additional Insured Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You
 - Section II Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and
 - b. "Bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and in

- cluded in the "products-completed operations hazard", but only if:
- (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2) The written contract or written agreement requires you to provide additional insured coverage included within the "productscompleted operations hazard" for that person or organization.
- If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.
- If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.
- 2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:
 - **a.** Arising out of your ongoing operations or arising out of "your work"; or

By way of an edition of an ISO additional insured endorsement that includes arising out of your ongoing operations or arising out of "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of.*

With respect to the insurance afforded to the additional insureds described in Paragraph A.1., the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

- This Paragraph A. does not apply to additional insureds described in Paragraph B.
- B. Additional Insured State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations
 - 1. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

With respect to the insurance afforded to the additional insureds described in Paragraph B.1., the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- "Bodily injury" or "property damage" included within the "productscompleted operations hazard."
- **C.** The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:
 - Only applies to the extent permitted by law; and
 - Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
 - Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.
- D. With respect to the insurance afforded to the additional insureds described in Paragraphs
 A. and B., the following is added to Section III
 Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the written contract, written agreement, written permit or written authorization described in Paragraphs A. and B.; 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.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

- Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs A. and B.
- F. Except when G. below applies, the following is added to Section IV - Commercial General Liability Conditions, 5. Other Insurance, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

- As otherwise provided in Section IV -Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance; or
- For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to Section IV Commercial General Liability Conditions, 5. Other Insurance, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- The additional insured is a Named Insured under such other insurance; and
- You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A or B. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- The additional insured is a Named Insured under such other insurance; and
- You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

H. Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
12-23-2022	EBA 041 76 37
Named Insured:	
ME SIMPSON CO INC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

AA 4171 06 20 Page 1 of 1



Date: July 31, 2023

To: Pat Carr – Village Manager

Hannah Lipman – Asst. Village Manager John Urbanski, Public Works Director

From: Colby C. Zemaitis, PE, CFM – Assistant Public Works Director

Subject: Helipad Improvements – Professional Engineering Services

Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action.

<u>Description:</u> The Village utilized the Illinois Department of Transportation's (IDOT) QBS (Qualifications-Based Selection) process in selecting the Engineering Consultant to assist with the design, cost estimate, Bidding Services and Construction Oversight for the Helipad Aircraft Pavement Improvement project. Two (2) consultants submitted RFQ (Request for Qualifications) packets which the Village reviewed, rated, interviewed and selected Primera Engineers, Ltd. over the Farnsworth Group since it was rated with a higher score. Part of the higher scoring was because Farnsworth was only pre-qualified for the design work which would have required them to include another consultant to meet all the pre-qualification requirements. IDOT was notified and concurred with the Village's selection.

Primera's Professional Services includes reconstruction of the existing asphalt helistop with portland cement concrete pavement, new embedded helistop lighting, installation of a 3,000 gallon fuel station, relocating existing overhead utilities underground along 183rd Street, security cameras, automated entrance gates, any miscellaneous drainage improvements along with turning movements for semi-truck access to deliver the fuel.

Public Works Staff has reviewed the RFQ, discussed the phasing of the project with Primera and found the scope of work defined in the agreement to be satisfactory.

<u>Budget / Finance</u>: Funding for Engineering and Construction are budgeted with TIF dollars in the FY24 Capital Fund Budget (20-00-000-75814). Grant funds have been allocated to the project in the amount of \$1,440,000.00 and overall budget is \$2,444,510.00.

Staff Direction Request:

- 1. Approve award of Professional Services to Primera Engineers, Inc. in the amount of \$151,375.56.
- 2. Direct Staff as necessary.

Attachment:

1. Professional Services Agreement with Primera Engineers, Inc.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-089

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – PROFESSIONAL ENGINEERING SERVICES

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-089

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – PROFESSIONAL ENGINEERING SERVICES

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 an Agreement with Primera Engineers, Inc., a true and correct copy of such Agreement 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 Agreement 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:

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

<u>Section 2</u>: 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 "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as <u>EXHIBIT 1</u>.

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 Agreement.

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

ADOPTED this 15th day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
APPROVED this 15 th day	of August, 2023, by the President of the Village of Tinley Park.
	Village President
ATTEST:	mage 11001dem
Village Clerk	

EXHIBIT 1

AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – PROFESSIONAL ENGINEERING SERVICES

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-089, "A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS – PROFESSIONAL ENGINEERING SERVICES," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August, 2023.

VILLAGE CLERK	

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 15th day of August, 2023 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Primera Engineers, Inc. ("Consultant"), collectively the "Parties" for the following project:

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
- It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Primera Engineers, Inc.

650 Warrenville Road, Suite 200

Lisle, Illinois 60532

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties' consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER.

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant). have executed this agreement.

VILLAGE OF TINLEY PARK		Primera Engineers, Ltd.
Ву:		Ву:
	Village President	ITS
DATE:		DATE:

Title

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract The undersigned hereby certifies that the Consultant is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended. Name of Consultant (please print) Submitted by (signature) Title **Certificate of Compliance with Illinois Human Rights Act** The undersigned hereby certifies that the Consultant is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended. Name of Consultant (please print) Submitted by (signature)

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees

	nder the contract by complying with the requirements of the er certifies, that it is not ineligible for award of this contract he Illinois Drug-Free Workplace Act.
Name of Consultant (please print)	Submitted by (signature)
Title	
Certificate Regarding Sexual Harassment F	Policy
5/2-105) that it has a written sexual harass information: (i) the illegality of sexual haraslaw; (iii) a description of sexual harassmen including penalties; (v) the legal recourse, Department of Human Rights and Human F	nant to section 2-105 of the Illinois Human Rights Act (775 ILComent policy that includes, at a minimum, the following assment; (ii) the definition of sexual harassment under State at, utilizing examples; (iv) an internal complaint process investigative and complaint process available through the Rights Commission; (vi) direction on how to contact the Rights Commission; and (vii) protection against retaliation.
Name of Consultant (please print)	Submitted by (signature)
Title	

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Standard Agreement for Consultant Services at Illinois Airports for Architectural/Engineering (A/E), Planning and Special Services dated June, 2012 for the Tinley Park Helistop Heliport (TF8) in Cook County.

EXHIBIT B

Fee Schedule

Attachment A-1: Preliminary Assessment & Schematic Design Phase Services – Estimate of Salary Expenses

Attachment B: Design Phase Services – Estimate of Costs

Attachment B-1: Design Phase Services – Estimate of Salary Expenses

Attachment C: Construction Phase Services – Estimate of Costs

Attachment C-1: Construction Phase Services – Estimate of Salary Expenses

Attachment D: Planning and Special Services – Estimate of Costs

Attachment D-1: Planning and Special Services – Estimate of Salary Expenses

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

•	Workers' Compensation:	Statutory
•	Employer's Liability – Each Accident:	\$ 1,000,000
•	General Liability –	
•	Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
•	General Aggregate:	\$ 2,000,000
•	Excess or Umbrella Liability	
•	Each Occurrence:	\$ 3,000,000
•	General Aggregate:	\$ 3,000,000
•	Automobile LiabilityCombined Single Limit	
•	(Bodily Injury and Property Damage): Each Accident	\$ 1,000,000
•	Professional Liability –	
•	Each Claim Made	\$ 2,000,000
•	Annual Aggregate	\$ 2,000,000

EXHIBIT D

Insurance Certificates

See attached.

STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN		CONSTRUCTION PHASE SE	ERVICES
DESIGN PHASE SERVICES		PLANNING AND SPECIAL S	SERVICES
THIS AGREEMENT, made effective at Tinley Park, Illinois on the year 202_, by and between the Village of Tinley Park, an Illino as the "Sponsor"), and Primera Engineers, Ltd. (hereinafter rexpires five years from the date of execution.	ois ho	me-rule municipality, (herei	nafter referred to

WITNESSETH:

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the **Tinley Park Helistop Heliport (TF8)** in **Cook** County, state of Illinois; and the project shall be identified as the Illinois Project No. **TF8-5050**, State Block Grant Project No. **(N/A)**. The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I. H., Detailed Scope of Services): **Helistop Aircraft Pavement Improvements**.

A detailed sketch of the proposed work, labeled **ATTACHMENT P**, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the respective covenants herein contained, **IT IS MUTUALLY COVENANTED AND AGREED** as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection with the implementation and development of the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to "regulate and supervise aeronautics within this state", with "aeronautics" defined as "...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports...". The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department.

Financial assistance may include reimbursement to eligible airport Sponsors for engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds. Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN (NOT APPLICABLE - see Paragraph I. H.)

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J - Testing Schedule & ATTACHMENT K - Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment. The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of **ATTACHMENT E** - **Engineering Report.** The report will include an analysis of preliminary surveys, geo-technical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in **ATTACHMENTS A / A1**.

B. DESIGN PHASE SERVICES

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, **ATTACHMENT Q**, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in **ATTACHMENTS B / B1**. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and Construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

C. CONSTRUCTION PHASE SERVICES (NOT APPLICABLE)

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in **ATTACHMENTS C / C1.**

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in **2.b.** thru **2.f.** below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department - see Paragraph I. H.) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's Airport Construction Documentation Manual.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.
- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
- vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
- vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

d. FINAL INSPECTION

Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.

e. SAFEGUARD THE SPONSOR

Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guaranter of the Contractor's work.

The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer <u>responsible</u> for the superintendence of the contractor's work or any acts of the contractor.

f. OTHER ENGINEERING SERVICES

Furnish other Engineering Services which may be required by the Sponsor, including surveys. sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III. B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. FINAL QUANTITIES

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

D. PLANNING AND SPECIAL SERVICES

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services is prescribed in **Paragraph I. H.**, with anticipated labor effort and costs delineated in **ATTACHMENTS D / D1.**

E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

- 1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
- 2. DBE participation goal and breakout of DBE work.
- 3. QA verification of ELM Engineers Estimate for Schedule of Prices.
- 4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
- 5. One set of final construction plans (half-size) and special provisions sealed by the Consultant and executed by the Sponsor.
- 6. One copy of the Construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
- 7. Original executed Consultant Project Certification (ATTACHMENT N).
- 8. Executed DBE Final Documentation (ATTACHMENT 0).
- 9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc.) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc.) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as **ATTACHMENT R** of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES

PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN

(Not Applicable)

DESIGN PHASE SERVICES

Design services shall be furnished in accordance with Paragraph I. B. of this Agreement. Also, as part of the Design Phase, the following services described in Paragraph I. A. of this Agreement, Preliminary Assessment and Schematic Design services, shall be furnished:

Topographic field	survey (a	pavement	crack	survey	will	not be	e performed).	Design	survey	by
subconsultant.										

Geotechnical investigation, including field sampling (both soil borings and pavement cores) and
laboratory testing, including for the conformance with Illinois Clean Construction or Demolition Debris
(CCDD) regulations. Geotechnical investigation by subconsultant.

Project requirements will be described in an Engineering Report, which is to include design parameters, including subgrade modification and surface/subsurface drainage, pavement section and other design recommendations, and a preliminary opinion of construction costs, fees and expenses. Force account work (establishment of public power utility service) is not included in the Project. No FAA reimbursable agreements are included.

CONSTRUCTION PHASE

(Not Applicable)

PLANNING AND SPECIAL SERVICES

Special Services furnished by the Consultant shall include:

The Consultant will complete the "Checklist to Support an Environmental Finding of Categorical Exclusion (Catex)" - Long Form, including support documentation, for the review and approval of The Department of Transportation, Division of Aeronautics. This will include review of State Threatened and Endangered species, and submittal of an Environmental Survey Request (ESR).

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

- A. PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN (NOT APPLICABLE)

 For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I. H., Detailed Scope of Services,
 - a lump sum payment of (Not Applicable) (representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request).
 The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES

For services outlined in Section I. B., Design Phase Services, and further detailed in Section I. H., Detailed Scope of Services,

- 1. a cost plus a fixed payment of \$11,940.00, total amount not to exceed \$146,475.00, unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
- a lump sum payment of (Not Applicable), unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement.

The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I. F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES (NOT APPLICABLE)

For services outlined in Section I. C., Construction Phase Services, and further detailed in Section I. H., Detailed Scope of Services,

1. a cost plus a fixed payment of (**Not Applicable**), total amount not to exceed (**Not Applicable**), unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement.

The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES

For services outlined in Section I. D., Planning and Special Services, and further detailed in Section I. H., Detailed Scope of Services,

- 1. a cost plus a fixed payment of \$662.00, total amount not to exceed \$5,225.00, unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.
- 2. a lump sum payment of (Not Applicable), unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III. M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. TERMINATION

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

- If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
- 3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III. HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breeches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, Sponsor, nor Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I. G.)

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see **Section I.G., Notice to Proceed** and **Section II., Consultant Compensation**).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. <u>Nondiscrimination</u>. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5. <u>Sanctions for Noncompliance</u>. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to -
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

- 1. <u>Policy</u>. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
- 2. <u>DBE Obligation</u>. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(I); FAA Order 5100.38) (Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

K. CERTIFICATION OF CAPACITY TO CONTRACT (Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 ½% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III. X., of this agreement.

L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision) (30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The Village of Tinley Park, Illinois, an Illinois home-rule municipality, hereby certifies that it has completed the prescribed qualifications based consultant selection procedures. The firm of Primera Engineers, Ltd., of Chicago, Illinois, has been selected to provide the engineering services required for the project on the fourteenth day of July, 2022.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

- 1. The undersigned determine that the circumstances which necessitate this change were <u>not reasonably foreseeable at the time the contract was signed</u>.
- 2. The undersigned determine that the circumstances which necessitate this change were <u>not within</u> the contemplation of the contract as signed.

3. The undersigned determine that this change is in the best interest of the State and is authorized by

iaw.		
Date:		Sign Name:
		Print Name:
	Example	Titlo:

Any professional services effort performed beyond the not-to-exceed limits expressed in **Section II**. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT (Public Act 90-0572 Section 50-5)

law

I hereby certify that I am the **President** and duly authorized representative of the firm **Primera Engineers**, **Ltd.**, whose address is **550 West Jackson Boulevard**, **Chicago**, **Illinois 60661**, and that neither I nor the above firm I here represent has:

- employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
- 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- 3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

Date:

0.

- it has not been convicted of bribery or attempting to bribe an officer or employee of the State of
 Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor
 has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the
 firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm
 been barred from being awarded a contract or subcontract.
- 2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Name/Title:

Erin M. Inman, P. E. President/Secretary

FEDERAL TAXPAYER IDENTIFICATION NUMBER The following statement is made under penalty of perjury:	
"The Firm's correct Federal Taxpayer Identification Number is 36-3520747 . This firm is doing busines as a (please check one):	SS

Partnership

Individual

day of _____, 202

X Corporation"

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION (Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory https://webapps.dot.illinois.gov/UCP/ExternalSearch. The percent of work is computed based on the individual subconsultant's work effort in each category.

Firm Name: None Subcontract Amount: \$0.00

Participation Category	Percent of Work	DBE Certification
N/A	0.00%	N/A

<u>NOTE</u>: All final payments requests shall contain completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision) (Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE (775 ILCS 25/2 Source: P.A. 85 909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

#IDHR PC-1/IL **442-0010**

IDHR # 115012-00

V. EDUCATIONAL LOAN DEFAULT (5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE

(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:

(a) Publish a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.

- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establish a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Consultant policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- (d) Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- (f) Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- (g) Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT (Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

The undersigned, being a duly authorized officer and the duly elected President/Secretary and Vice President/Chief Financial Officer of **Primera Engineers, Ltd.**, a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 ½% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (I) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

Date:	day of	, 202	Primera Engineers, Ltd. Corporation
			By: Erin M. Inman, P.E. President/Secretary
			By: Melissa Clark Vice President/Chief Financial Officer

Y. CERTIFICATION REGARDING LOBBYING (Reference: 49 CFR Part 20, Appendix A)

<u>Certification for Contracts, Grants, Loans and Cooperative Agreements.</u>

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 tha 1 no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS (Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

II. BAN ON TEXTING WHILE DRIVING

(Reference: Executive Order 13513)

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Consultant or subconsultant is encouraged to:

- Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or sub-grant.
- Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Consultant or subconsultant must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, <u>Uniform Administrative Requirements for Grants and Cooperative Agreements</u>. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have a day of, 202		r hand and seals at Tinley Park, Illinois , effective
ATTEST:		
(SEAL)		VILLAGE OF TINLEY PARK, ILLINOIS FEIN
		(Federal Employee's Identification Number)
By:	Ву:	
Nancy M. O'Connor		Michael W. Glotz
Village Clerk		Mayor
ATTEST:		
(SEAL)		PRIMERA ENGINEERS, LTD.
		FEIN 36-3520747
		(Federal Employee's Identification Number)
By:	Ву:	
Melissa Clark		Erin M. Inman, P.E.
Vice President/Chief Financial Officer		President/Secretary

ATTACHMENT T -

ATTACHMENT U -

20220379.00 Primera

LIST OF ATTACHMENTS

ATTACHMENT A / A1-PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES NOT APPLICABLE ESTIMATE OF COSTS / SALARY EXPENSES NOT APPLICABLE **DESIGN PHASE SERVICES** ATTACHMENT B / B1 -**ESTIMATE OF COSTS / SALARY EXPENSES** ATTACHMENT C / C-1 **CONSTRUCTION PHASE SERVICES** ESTIMATE OF COSTS / SALARY EXPENSES / LABOR BREAKDOWN ATTACHMENT D / D1 -PLANNING AND SPECIAL SERVICES **ESTIMATE OF COSTS / SALARY EXPENSES** ATTACHMENT E -**ENGINEERING REPORT (General Guidance)** ATTACHMENT F -RESIDENT ENGINEER'S DIARY (Standard Format) NOT APPLICABLE ATTACHMENT G -**COST PLUS FIXED PAYMENT INVOICE (Standard Format)** ATTACHMENT H -LUMP SUM INVOICE (Standard Format) NOT APPLICABLE ATTACHMENT I -**EFFORT DETAIL BREAKDOWN (Standard Format)** ATTACHMENT J -**TESTING SCHEDULE (Included in Subconsultant Agreement)** ATTACHMENT K -TESTING RATES & COST SUMMARY (Included in Subconsultant Agreement) ATTACHMENT L -SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS (See Attachment S) SUMMARY OF OVERHEAD AND INDIRECT COSTS (See Attachment S) ATTACHMENT M -ATTACHMENT N -PROJECT CERTIFICATION **DBE FINAL DOCUMENTATION** ATTACHMENT O -ATTACHMENT P -**PROJECT SKETCH** PROJECT LETTING SCHEDULE ATTACHMENT Q -**OP&P PROGRAM LETTER** ATTACHMENT R -ATTACHMENT S -CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER

RETAINER AGREEMENT

OPINION OF PROBABLE CONSTRUCTION COST

ATTACHMENT A PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES Estimate of Costs

1. <u>Direct Salary Costs</u>				\$0.00		
2. <u>Overhead Labor/General/Administrative</u> ¹ (CY	2021)		126.50%	0.00		
3. <u>Direct Nonsalary Expenses</u>						
Materials and Supplies				0.00		
Printing	Printing					
Transportation Costs ² - from Below	Transportation Costs ² - from Below					
Other Costs (excluding Outside Services) - from	Other Costs (excluding Outside Services) - from Below					
4. Fixed Payment ⁵				0.00		
5. <u>Outside Services</u> (including Lodging and Per D	0.00					
Estimated cost of total professional design phase so	ervices from	TIP: \$13	4,813.00 (by C	Others)		
3. Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost		
Vehicle (Owned or Leased)	Day	\$65.00	0.0	\$0.00		
Vehicle (Rented)	Day	55.00	0.0	0.00		
Vehicle (Mileage Rate)	Mile	0.625	0.0	0.00		
Total				\$0.00		
Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost		
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00		
Shipping, Postage				0.00		
Total				\$0.00		
5. Outside Services	Unit	Unit Cost	No. Units	Cost		
Per diem Meals ^{2, 3}	Day	\$28.00	0.0	\$0.00		
Lodging ^{2, 3}	Day	134.00	0.0	0.00		
Subconsultant				0.00		
Total				\$0.00		

ATTACHMENT A-1 PRELIMINARY ASSESSMENT & SCHEMATIC DESIGN PHASE SERVICES Estimate of Salary Expenses

Principal	0.0	\$78.00	\$0.00
Senior Project Manager	0.0	73.48	0.00
Project Engineer (Engineer 5)	0.0	67.16	0.00
Engineer (Engineer 3)	0.0	48.30	0.00
Engineer (Engineer 2)	0.0	38.61	0.00
Junior Engineer (Engineer 1)	0.0	33.59	0.00
Senior Designer (Designer 4)	0.0	50.25	0.00
Designer (Designer 3)	0.0	39.52	0.00
Junior Designer (Designer 1)	0.0	28.56	0.00
Senior Technician (Field Technician 4)	0.0	47.75	0.00
Technician (Field Technician 2)	0.0	31.50	0.00
Junior Technician (Field Technician 1)	0.0	26.63	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>34.04</u>	0.00

ATTACHMENT B DESIGN PHASE SERVICES Estimate of Costs

Ca	tegory				Amount
1.	<u>Direct Salary Costs</u>				\$36,100.16
2.	Overhead Labor/General/Administrative ¹ (CY	2021)		126.50%	45,666.70
3.	<u>Direct Nonsalary Expenses</u>				
	Materials and Supplies				0.00
	Printing				125.00
	Transportation Costs ² - from Below				375.00
	Other Costs (excluding Outside Services) - from	n Below			75.00
4.	Fixed Payment ⁵				11,940.00
5.	Outside Services (including Lodging and Per Di	iem) - from l	Below		52,193.00
Tot	tal Amount Not-to-Exceed (Cost Plus Fixed Paym	nent)			\$146,475.00
Preli	minary Design Construction Estimate: \$2,0	68,897.00			
3.	Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost
Ve	hicle (Owned or Leased)	Day	\$65.00	0.0	\$0.00
Ve	hicle (Rented)	Day	55.00	0.0	0.00
Ve	hicle (Mileage Rate)	Mile	0.625	600.0	<u>375.00</u>
	Total				\$375.00
3.	Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost
	DD Usage Charges ⁴	None	0.00	0.0	\$0.00
Sh	ipping, Postage				<u>75.00</u>
	Total				\$75.00
5.	Outside Services	Unit	Unit Cost	No. Units	Cost
	r diem Meals ^{2,3}	Day	\$28.00	0.0	\$0.00
	dging ^{2, 3}	Day	134.00	0.0	0.00
	sign Survey Subconsultant (CBBEL)	,			18,005.00
	otechnical Investigation Subconsultant (Geocon)			10,095.00
De	sign Assistance Subconsultant (CBBEL)				24,093.00
	Total				\$52,193.00

ATTACHMENT B-1 DESIGN PHASE SERVICES Estimate of Salary Expenses

Classification	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	4.0	\$78.00	\$312.00
Senior Project Manager	72.0	73.48	5,290.56
Project Engineer (Engineer 5)	120.0	67.16	8,059.20
Engineer (Engineer 3)	240.0	48.30	11,592.00
Engineer (Engineer 2)	0.0	38.61	0.00
Junior Engineer (Engineer 1)	0.0	33.59	0.00
Senior Designer (Designer 4)	0.0	50.25	0.00
Designer (Designer 3)	240.0	39.52	9,484.80
Junior Designer (Designer 1)	0.0	28.56	0.00
Senior Technician (Field Technician 4)	0.0	47.75	0.00
Technician (Field Technician 2)	0.0	31.50	0.00
Junior Technician (Field Technician 1)	0.0	26.63	0.00
Administration (Project Assistant)	<u>40.0</u>	<u>34.04</u>	<u>1,361.60</u>
Total	716.0	\$50.42	\$36,100.16

ATTACHMENT C CONSTRUCTION PHASE SERVICES Estimate of Costs

1. <u>Direct Salary Costs</u>				\$0.00
2. Overhead Labor/General/Administra	tive 1 (CY 2021)		126.50%	0.00
3. <u>Direct Nonsalary Expenses</u>				
Materials and Supplies				0.00
Printing (Record Drawings on CD)				0.00
Transportation Costs ² - from Below				0.00
Other Costs (excluding Outside Service	0.00			
4. <u>Fixed Payment</u> ⁵				0.00
5. <u>Outside Services</u> (including Lodging a	and Per Diem) - from	Below		0.00
Contract Calendar Days: N/A Esti	mated Days RE On-s	site: N/A		
3. Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost
Vehicle (Owned or Leased)	Day	\$65.00	0.0	\$0.00
Vehicle (Rented)	Day	55.00	0.0	0.00
Vehicle (Mileage Rate) Total	Mile	0.625	0.0	<u>0.00</u> \$0.00
Τοταί				Ψ0.00
3. Other Costs (excluding Outside Services)) Unit	Unit Cost	No. Units	Extended Cost
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00
Shipping, Postage				0.00
Total				\$0.00
5. Outside Services	Unit	Unit Cost	No. Units	Cost
Per diem ^{2, 3}	Day	\$28.00	0.0	\$0.00
Lodging ^{2, 3}	Day	134.00	0.0	0.00
Subconsultants				0.00
Total				\$0.00

ATTACHMENT C-1 CONSTRUCTION PHASE SERVICES Estimate of Salary Expenses

Principal	0.0	\$78.00	\$0.00
Senior Project Manager	0.0	73.48	0.00
Project Engineer (Engineer 4)	0.0	67.16	0.00
Resident Engineer (Engineer 3)	0.0	48.30	0.00
Engineer (Engineer 2)	0.0	38.61	0.00
Junior Engineer (Engineer 1)	0.0	33.59	0.00
Senior Designer (Designer 4)	0.0	50.25	0.00
Designer (Designer 3)	0.0	39.52	0.00
Junior Designer (Designer 1)	0.0	28.56	0.00
Senior Technician (Field Technician 4)	0.0	47.75	0.00
Technician (Field Technician 2)	0.0	31.50	0.00
Junior Technician (Field Technician 1)	0.0	26.63	0.00
Administration (Project Assistant)	<u>0.0</u>	<u>34.04</u>	0.00

ATTACHMENT D PLANNING AND SPECIAL SERVICES Estimate of Costs

Category				Amount	
1. <u>Direct Salary Costs</u>				\$2,001.68	
2. Overhead Labor/General/Administrative ¹ (C	Y 2021)		126.50%	2,532.13	
3. <u>Direct Nonsalary Expenses</u>					
Materials and Supplies				0.00	
Printing				0.00	
Transportation Costs ² - from Below				0.00	
Other Costs (excluding Outside Services) - fro	om Below			30.00	
4. Fixed Payment ⁵				662.00	
5. <u>Outside Services</u> (including Lodging and Per	5. <u>Outside Services</u> (including Lodging and Per Diem) - from Below				
Total Amount Not-to-Exceed (Cost Plus Fixed Pay	yment)			\$5,225.00	
3. Transportation Costs ²	Unit	Unit Cost	No. Units	Extended Cost	
Vehicle (Owned or Leased))	Day	\$65.00	0.0	\$0.00	
Vehicle (Rented)	Day	55.00	0.0	0.00	
Vehicle (Mileage Rate)	Mile	0.625	0.0	<u>0.00</u>	
Total				\$0.00	
3. Other Costs (excluding Outside Services)	Unit	Unit Cost	No. Units	Extended Cost	
CADD Usage Charges ⁴	None	0.00	0.0	\$0.00	
Shipping, Postage				<u>30.00</u>	
Total				\$30.00	
5. Outside Services	Unit	Unit Cost	No. Units	Cost	
Per diem ^{2, 3}	Day	\$28.00	0.0	\$0.00	
Lodging ^{2, 3}	Day	134.00	0.0	0.00	
Subconsultant				0.00	
Total				\$0.00	

ATTACHMENT D-1 PLANNING AND SPECIAL SERVICESEstimate of Salary Expenses

Classification	Time Required (Hours)	Hourly Wage	Salary Expense
Principal	0.0	\$78.00	\$0.00
Senior Project Manager	2.0	73.48	146.96
Project Engineer (Engineer 5)	8.0	67.16	537.28
Engineer (Engineer 3)	16.0	48.30	772.80
Engineer (Engineer 2)	0.0	38.61	0.00
Junior Engineer (Engineer 1)	0.0	33.59	0.00
Senior Designer (Designer 4)	0.0	50.25	0.00
Designer (Designer 3)	0.0	39.52	0.00
Junior Designer (Designer 1)	0.0	28.56	0.00
Senior Technician (Field Technician 4)	0.0	47.75	0.00
Technician (Field Technician 2)	0.0	31.50	0.00
Junior Technician (Field Technician 1)	0.0	26.63	0.00
Administration (Project Assistant)	<u>16.0</u>	<u>34.04</u>	<u>544.64</u>
Total	42.0	\$47.66	\$2,001.68

NOTES FOR ATTACHMENTS A THROUGH D

- 1. A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2. Current approved rates established by State of Illinois Governors Travel Control Board.
- 3. Shall not be used in calculation of fixed payment amount.
- 4. CADD is incorporated into the approved overhead and burden rate.
- 5. Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + Other Costs (excluding outside services)].

ATTACHMENT E ENGINEERING REPORT (General Guidance)

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

- 1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
- 2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
- 3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
- 4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
- 5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
- 6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
- 7. Explanation of drainage design criteria including explanation of drainage districts data input and off-site drainage impact on design. Include drainage calculations and modeling.
- 8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
- 9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
- 10. Approach conditions which will result from proposed work and comparison with FAA criteria.
- 11. Analysis of potential RSA determination (if applicable).
- 12. Development of PCN for runway strengthening and rehabilitation projects.
- 13. Description of non-AIP work and quantity separation from AIP eligible items.
- 14. Identify work to be done by others such as utility companies and airports sponsor forces.
- 15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
- A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2E (or current) Operational Safety on Airports during Construction) shall be included.
- 17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

ATTACHMENT F

of Trans	portation		Resid	ent Engineer's Diary
Airport:			Dat	e:
Contractor:		IL Project No.:	AI	P Project
Temperature:	F Wind:	Weather Conditio	ns:	No.:
Status: Active	Suspended	Jobsite Conditions:	 Workable	Nonworkable
Controlling Item:				
Workforce Consultant (# of peopl	e, hours):			
Contractor (# of peopl				
Daily Work				
Pay items / General Lo	ocation:			
Instructions to Contra	ctor / Unusual Eve	nts:		
Verbal Approvals (offi	cial & item):			
Additional Workange	order etc.):			
		lity) / Testing (test, location		m):
The second of th	orial, quartity, qua		,	,.
Other:				
Calendar Days:	Awarded		DBE Onsite@es	or no)
	Charged Remaining		-	Own forces used?:
Submitted By:	Firm	ı:	Dat	e:

ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

To: Illinois Department of Transportation	_, Chief Enginær	From (Firm):_				
Illinois Department of Transportation Division of Aeronautics		Address:				
Abraham Lincoln Capital Airport, 1 Langhorne Bond Drive		Telephone No				_
Springfield, IL. 62707-8415		INVOICE#_	. ,	. Date		
Attn	_, Section Chief		tial	<u> </u>	Final	
Airport		Municipality				, IL
IL Proj. No	_	Federal Proj. N	0			
Notice to Proceed Date (OP&P program	n letter or Sponsor au	uthorization):				
Per A/E Agreement / Amendment dated	d :					
Services (check only those services pe	rtaining to invoice):					
Preliminary Phase Services Design Phase Services		Planning and S Other (pecial Se	rvices)		
Construction Phase Services		Amendment(s)		,		
Service Dates:		T- (-				
For Services Rendered From (date):		To (date):				
(1) Direct Salaries to Date				\$		
(2) Payroll Burden and Overhead (·					
(3) Other Direct Salaries			\$ <u></u>			
(4) Profit - (Fixed Payment \$						
(5) SUBTOTAL			\$ <u> </u>			
(6) Direct Costs of Services by Oth	ers		\$			
(7) Direct Costs, Travel and In-plan	t		\$			
(8) TOTAL AMOUNT EARNED To	Date: (5) + (6) + (7)		\$			
(9) Maximum Payable (per Enginee	ering Agreement)	\$				
(10) Less Total Amounts Previously	Invoiced		\$			
(11) PAYMENT DUE THIS INVOICE	<u> </u>		\$			
I certify that to the best of my know-	Ву					
ledge the percent of work shown as						
complete on this Invoice is correct.			Printe	ed Name a	nd Title	
Department Approval		Ву				
		- 				
Date:	_	-	Printe	ed Name ai	nd Title	
				— u.	· · · · 	

 $\label{eq:NOTE:NOTE:This format is for general information; however the consultants format containing the essential data$ may be acceptable.

ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

To: Illinois Department of Transport Division of Aeronautics Abraham Lincoln Capital Airpor 1 Langhorne Bond Drive Springfield, IL. 628075		er	From (Fi Address Telepho	ne No.) . Date		
Attn:	, Section Chief			Partial	. Date	[] Final
Airport		ı	Municipalit	ty			, IL
IL. Proj. No.		ı	Federal Pro	oj. No.			
Notice to Proceed Date (OP&P p	program letter o	r Sponsoı	r authoriza	tion):			
Per A/E Agreement / Amendmen	nt dated:						
Services (check only those services Preliminary Phase Services Design Phase Services Construction Phasevices			e): Planning a Other (Amendmei	_	ial Servio	ces)	
Service Dates: For Services Rendered From (o	date):		To (date):				
(1) Lump Su(hLS)Fee (or Maxim	num Payable per	r Enginee	ring Agree	ment)	\$		
(2) Percent of Work Complete		%					
(3) Fee Earned to DateS\$		x	% (Complet	e)\$		
(4) Less Total Amount(s) Previ	iovasilged			\$			
(5) PAYMENT DUE THIS INVO	ICE				\$		
I certif that to the best of my-kn ledge the pæent of work shown complete on this Invoice is cor	as			Pri	nted Nam	ne and	Title
Department Approval		Ву					
Date:				Pri	nted Nam	ne and	Title
NOTE: This format is for general informat be acceptable.	mation; howeve	r the cons	sultants fo	rmat cor	ntaining t	he ess	sential data

ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Invoice No.	Date			Page of Airport III. Proj. No. AIP Proj. No.		ges
ENGINEERING CO	OSTS BREAKDOWN					
Agrmt Para. Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount
				+		
ENGINEERING FIF	<u>RM</u> :			Total		
Name Address _						
Prepared By _ Date _						

NOTE:

This format is for general information; however the consultants format containing the essential data may be acceptable.

ATTACHMENT J TESTING SCHEDULE (Included in Subconsultant Fee)

<u>APPROXIMATE</u>	DESCRIPTION	<u>APPROXIMATE</u>	DESCRIPTION
<u>NUMBER</u>		NUMBER	
	Particle - Size Analysis		Marshall Method
	ASTM D-42I		ASTM D-1559
	ASTM D-422		Gradation
	ASTM D-2217		ASTM C-136
	Moisture-Density Relations of		Extraction and Gradation
	Soil		
	ASTM D-698		ASTM D-2172
	ASTM D-1557		Bulk Specific Gravity
	Shrinkage Factors of Soil		ASTM D-2726
	ASTM D-427		Maximum Theoretical
	Permeability of Granular		Specific Gravity
	Soils		ASTM D-2041
	ASTM D-2434		Nuclear Density
	Determination of Organic		ASTM D-2922
	Materials in Soils by Wet		Washed Aggregate Sample
	Combustion		ASTM C-117
	AASHTO T-194		Liquid Limit, Plastic Limit,
	Bearing Ratio of Laboratory		Plastic Index
	-Compacted Soil		ASTM D-4318
	ASTM D-1883		Absorption and Specific
	Modulus of Soil Reaction		Gravity
	AASHTO T-222		ASTM C-127
	Soil Classification		ASTM C-128
	"Visual"		Moisture Content
	ASTM D-2488		ASTM C-566
	Soil Borings		P.C.C. Test Cylinders
	ASTM D-2113		ASTM C-31
	Hydrated Lime		Slump P.C.C.
	ASTM C-207		ASTM C-141
	Abrasion		Air Content
	ASTM C-131		ASTM C-231
	Soundness		Flexural Strength
	ASTM C-88		ASTM C-78
	Penetration		Yield, Cement Content
	ASTM D-946		ASTM C-138
	Viscosity		Rubber in Tension
	ASTM D-3381		ASTM D-412
	Moisture Content (Micro)		Striping Test
	ASTM D-4643		ASTM D-1664

^{*} The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in Attachment K.

ATTACHMENT K TESTING RATES AND COST SUMMARY (Included in Subconsultant Fee)

DESCRIPTION OF TEST	ESTIMATED COST PER TEST	NUMBER REQUIRED	TOTAL \$
Extraction and Gradation, ASTM D-2172 (D-5444,D-6307, D-6925			
Bulk Specific Gravity, ASTM D-2726			
Nuclear Density, ASTM D-2922			
PCC Test Cylinders, ASTM C-31/C-39			
Slump PCC, ASTM C-141			
Air Content, ASTM C-231			
Total Testing Subconsultant Tests			

Included in Subconsultant Fee

ATTACHMENT L SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

See Attachment S

ATTACHMENT M SUMMARY OF OVERHEAD AND INDIRECT COSTS

See Attachment S

ATTACHMENT N PROJECT CERTIFICATION

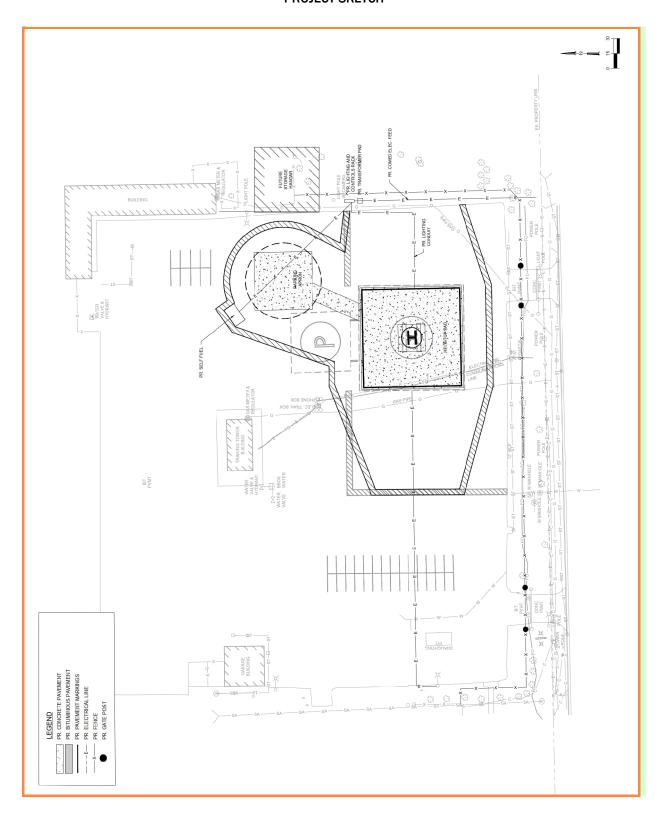
	t:	Letting Date: IL Project No.: Federal Project No.: Contract No:	
Projec	ct Description:		
Federa Depar	al and/or State financial ass	gulations, Part 152, as amended, and as a condition to recestistance through a Grant Offer from the FAA and/or the State the proposed airport development project, it is hereby represation, and belief that:	of Illinois -
1.	described herein and ider Selection Date (Required	a selected to provide the necessary professional services for the hitified in the Professional Services Request For Qualifications Copy of Retainer attached (ATTACH	(RFQ).
2.	Approval Date (Required)	ed on the currently approved Airport Layout Plan.):	
3.	Project is environmentally Approval Date (Required)	cleared. [] CatEx [] EA [] EIS [] FONSI	
4.	All Corps/EPA permits): and other regulatory agency reviews/approvals/mitigation helps known encumbrances to the completion of the project.	ave been
 6. 	the specifications were Specifications For Consti- Policy Memorandums an Standards (MOS) which submitted to and approve Approval Date of MOS (If	accordance with FAA approved standards and advisory circular prepared in accordance with the FAA approved <i>Illinois ruction Of Airports</i> , along with the Division of Aeronautics' mod "Handout" Specifications, except as noted by attached Mod has been addressed and justified in the engineering red by the FAA and Engineer of Design. [] Yes [] No. applicable): The approved programmed project scope. [] Yes [] No.	Standard ost current ification of
7.	Provisions have been inc	luded for safety during construction (per guidance explained in Operational Safety on Airports during Construction).	
8.	The plans, special provis best management pract conformance with AC 150	constitution and constitution. [7] resistions and quantities have been thoroughly checked in according by the Consultant for accuracy and consistency, at 0/5300-13 (latest edition). All contract deliverables referenced be been submitted, received and determined acceptable.	dance with nd are in
	Date	By:	P.E.
		Project Engineer (Consulta	nt)
	Date	By:Sponsor	
		·	
	Date	By: Aeronautics Design Engine	P.E. er
	Date		P.E.
		Aeronautics Engineer of Des	ign

ATTACHMENT O DBE FINAL DOCUMENTATION



Subconsultant	Prime Consultant	
Name	Name	
Address	Address	
Telephone	Telephone	
Subject	Contract Amounts	
Airport	Consultant Contract A	mount
Illinois Project No.	DBE Contract Amount	
Federal Project No	DBE Goal (%)	
the DBE actually provided the services and that the sin the approved Engineering Agreement together with Division as applicable. Description of Service Provided		
Totals		
Prime Consultant	DBE Sub	consultant
Print Name	Print Name	
Title	Title	
Signature	Signature	
Date	Date	

ATTACHMENT P PROJECT SKETCH



ATTACHMENT Q PROJECT LETTING SCHEDULE

ILLINOIS DEPARTMENT OF TRANSPORTATION	DIVISION OF AERONAUTICS	2023 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES	

22 Weel START (0%)	22 Week Project Development Timeline (154 Calendar Days) (0%) 35% 80% 1	t Timeline (154 Calend 80%	dar Days) 100%	<u>=</u>	Internal IDOT Deadlines	llines		Anticipated	Anticipated
Pre-design Meeting Target Date	Engineering Report to IDA for Comments	*Sealable Plans and Specifications to IDA for Comments	Approved and Sealed Final Plans and Specifications to IDA	Recommendation Memo	Transfer Bid Documents for Publication	Service Bulletin	IDOT Letting Date	Award Date	Start to Work Date
19-Nov-2021	14-Jan-2022	25-Mar-2022	22-Apr-2022	29-Apr-2022	06-May-2022	13-May-2022	17-Jun-2022	16-Sep-2022	14-Oct-2022
07-Jan-2022	04-Mar-2022	13-May-2022	10-Jun-2022	17-Jun-2022	24-Jun-2022	01-Jul-2022	05-Aug-2022	04-Nov-2022	01-May-2022
25-Feb-2022	22-Apr-2022	01-Jul-2022	29-Jul-2022	05-Aug-2022	12-Aug-2022	19-Aug-2022	23-Sep-2022	23-Dec-2022	01-May-2023
08-Apr-2022	03-Jun-2022	12-Aug-2022	09-Sep-2022	16-Sep-2022	23-Sep-2022	30-Sep-2022	04-Nov-2022	03-Feb-2023	01-May-2023
17-Jun-2022	12-Aug-2022	21-Oct-2022	18-Nov-2022	25-Nov-2022	02-Dec-2022	09-Dec-2022	20-Jan-2023	21-Apr-2023	19-May-2023
12-Aug-2022	07-Oct-2022	16-Dec-2022	13-Jan-2023	20-Jan-2023	27-Jan-2023	03-Feb-2023	10-Mar-2023	09-Jun-2023	07-Jul-2023
30-Sep-2022	25-Nov-2022	03-Feb-2023	03-Mar-2023	10-Mar-2023	17-Mar-2023	24-Mar-2023	28-Apr-2023	28-Jul-2023	07-Jul-2023
18-Nov-2022	13-Jan-2023	24-Mar-2023	21-Apr-2023	28-Apr-2023	05-May-2023	12-May-2023	16-Jun-2023	15-Sep-2023	13-Oct-2023
06-Jan-2023	03-Mar-2023	12-May-2023	09-Jun-2023	16-Jun-2023	23-Jun-2023	30-Jun-2023	04-Aug-2023	03-Nov-2023	01-May-2023
24-Feb-2023	21-Apr-2023	30-Jun-2023	28-Jul-2023	04-Aug-2023	11-Aug-2023	18-Aug-2023	22-Sep-2023	22-Dec-2023	01-May-2024

*Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration Administration of Aeronautics (IDA) concepts and standards by a licensed lithicis Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.

ATTACHMENT R OP&P PROGRAM LETTER



December 9, 2021

Mr. Pat Carr Director Emergency Management Tinley Park Helistop 17355 S. 68TH CT Tinley Park, IL 60477

Mr. Carr,

In June 2019 Governor JB Pritzker signed a historic, bipartisan Rebuild Illinois Bill that gives Illinois its first capital plan in nearly a decade – and the most robust in state history. This capital plan includes \$150 million in funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The project detailed herein was selected for your airport based on project requests submitted by the airport to the Department during the April 30, 2021 Rebuild Illinois Capital Investment Program call for projects that ended June 14, 2021. Funding for the Rebuild Illinois Airport Capital Investment Program is dependent upon legislative authorization of state appropriations and the release of funds by the Governor's Office.

In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for this project, the Airport Sponsor will be required to pay the state costs as itemized below. This will also include any amount which exceeds the totals listed.

The GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds, as are herein committed for this Project. No additional state funds beyond those listed in this program letter will be allocated to the project indicated. Any additional project costs which exceed the total sum of state funds as planned and programmed are solely the responsibility of the Sponsor.

The project is titled: "Helistop Aircraft Pavement Improvements".

Multi-modal Transportation Bond Funds\$1,440,000Local Match\$160,000Total Project Cost\$1,600,000

ATTACHMENT R (Continued)

Tinley Park Helistop December 9, 2021 Page 2

To ensure eligibility of professional services for state participation, you are required to satisfy the qualifications-based selection process and enter into a retainer agreement, or professional services A/E agreement with the consultant of record selected for the project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

A requirement of the Rebuild Illinois Airport Capital Investment Program is the Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For contracts having an awarded contract value of \$500,000 or more, the Grantee shall comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The goal of the Illinois Apprenticeship Works Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The Grantee may seek from the Department of Commerce and Economic Opportunity (DCEO) a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee shall ensure compliance during the term of the contract and will be required to report on and certify its compliance. An apprentice use plan, apprentice hours, and a compliance certification shall be submitted to the Engineer on forms provided by the Department and/or DCEO.

Please contact Mr. Joe Staats, P.E. – Section Chief of Airport Design at 217.785. 5746 to initiate this project. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.

Please contact Richard Borus in Aeronautics at 217.785.0056 or me in the Office of Planning and Programming at 217.782.4118 if you have questions regarding this program letter.

Sincerely,

) Murray

BJ Murray

Section Chief, Aviation Program Planning Office of Planning and Programming

ATTACHMENT S CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER



August 31, 2022

Subject: PRELIMINARY ENGINEERING

Consultant Unit Prequalification File

Erin Inman PRIMERA ENGINEERS, LTD. 550 W Jackson Blvd Suite 600 Chicago, IL 60661

Dear Erin Inman,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2021. Your firm's total annual transportation fee capacity will be \$32,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 126.50% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2022. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely, Jack Elston, P.E. Bureau Chief Bureau of Design and Environment

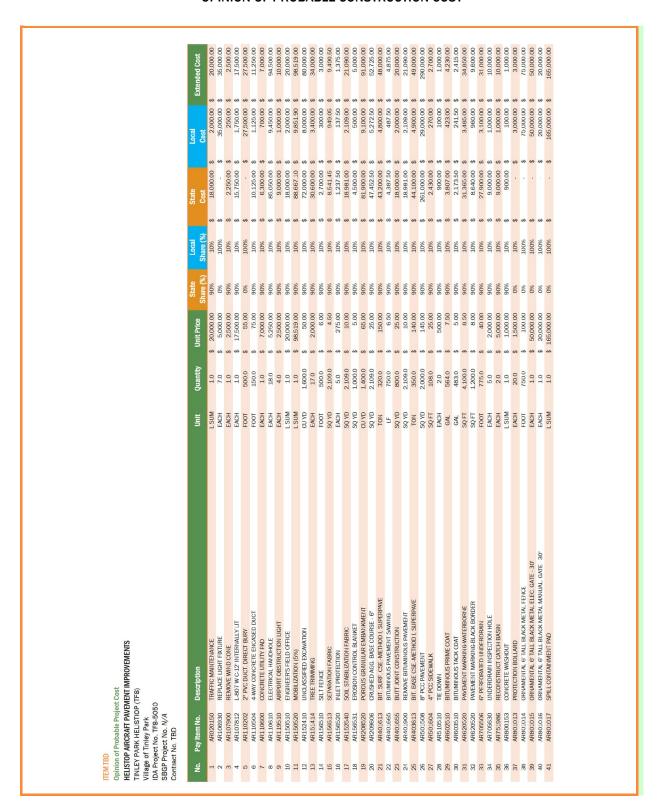
ATTACHMENT S (Continued)

SEFC PREQUALIFICATIONS FOR PRIMERA ENGINEERS, LTD.

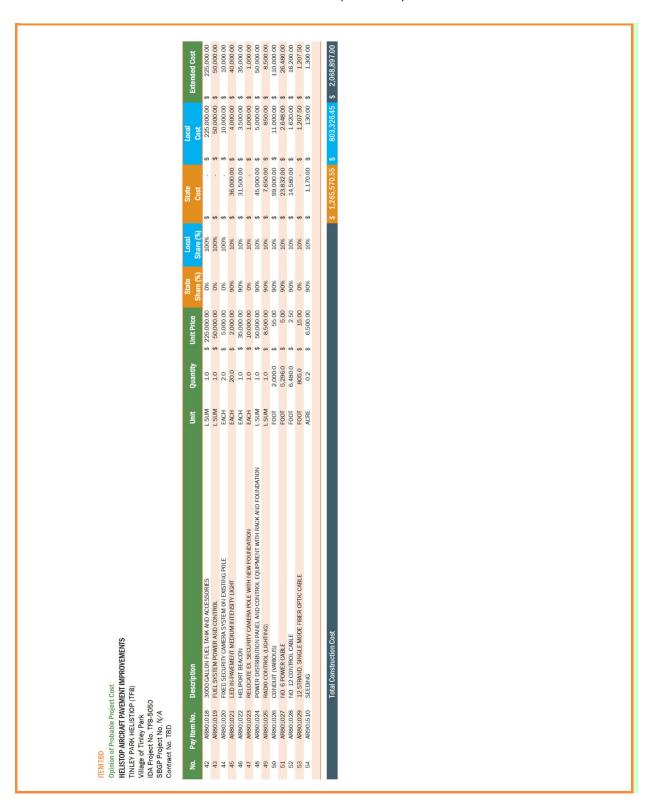
CATEGORY	STATUS
Hydraulic Reports - Waterways: Typical	Х
Special Studies- Location Drainage	Х
Location Design Studies - New Construction/Major Reconstruction	X
Special Services - Electrical Engineering	Х
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	Х
Special Services - Mechanical	Х
Special Services - Architecture	Х
Location Design Studies - Reconstruction/Major Rehabilitation	X
Highways - Freeways	Х
Special Services - Sanitary	X
Special Studies - Safety	X
Special Studies - Feasibility	X
Special Plans - Pumping Stations	Х
Special Services - Public Involvement	Х
Structures - Moveable	X
Structures - Highway: Advanced Typical	X
Structures - Railroad	Х
Structures - Highway: Typical	Х
Structures - Highway: Simple	X
Airports - Master Planning/Airport Layout Plans (ALP)	X
Airports - Construction Inspection	X
Airports - Design	Х
Special Studies - Traffic Studies	Х
Special Services - Construction Inspection	Х
Hydraulic Reports - Waterways: Complex	Х

Χ	PREQUALIFIED
Α	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

ATTACHMENT T OPINION OF PROBABLE CONSTRUCTION COST



ATTACHMENT T (Continued)



ATTACHMENT U RETAINER AGREEMENT

(Attached)

AGREEMENT FOR ENGINEERING SERVICES (RETAINER)

Between

VILLAGE OF TINLEY PARK, ILLINOIS

and

PRIMERA ENGINEERS, LTD.

THIS AGREEMENT, made at Tinley Park, Illinois, this fourteenth day of July, in the year 2022, by and between the Village of Tinley Park, an Illinois home-rule municipality, (hereinafter referred to as the "Owner" or "Aviation Sponsor") and Primera Engineers, LTD. (hereinafter referred to as the "Engineer" or "Consultant").

WITNESSETH:

WHEREAS, the Owner intends to develop an improvement program, in stages, for the public air navigation facility known as the Tinley Park Helistop (TH8), located at Latitude N 41° 33.55′, Longitude W 87° 48.35′, in Cook County, State of Illinois, and

WHEREAS, the Owner wishes to have the Engineer available to perform certain projects as described in the Owner's development program, and

WHEREAS, this Agreement shall expire on the fourteenth day of July, 2027, unless otherwise terminated earlier in accordance with the provisions of this Agreement, and

WHEREAS, the development program shall be described as:

- Construct Helistop Aircraft Pavement Improvements, Planning and Special Services Phase (CatEx), Design Phase, and Construction Phase Services,
- Prepare FAA/IDOA AIP Grant and TIPs applications, Obstruction Evaluations, and SWPPP and related operations plans updates, as requested, and

WHEREAS, the State of Illinois, Department of Transportation, Office of Intermodal Project Implementation, Division of Aeronautics is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "IDOT-OIPI-Aeronautics"), and

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with projects assigned to the Engineer by the Owner under the development program.

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, IT IS MUTUALLY COVENANTED AND AGREED, as follows:

I. ENGINEERING SERVICES

- A. As an independent contractor, the Engineer agrees to furnish and perform various professional engineering services in accordance with the usual and customary standards for such services in the Chicago metropolitan area ("Professional Standard of Care"), applicable legal standards and State of Illinois IDOT-OIPI-Division of Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner currently lacks funding for many or all of the aforementioned tasks (recitals above). Therefore, this Agreement does not obligate the Owner to proceed with any or all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Engineer for some or all of these tasks during the term of this Agreement.
- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute a <u>Standard Agreement for Consultant Services at Illinois Airports</u> covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Preliminary Assessment & Schematic Design (if used), Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Engineer not reach agreement on services and/or conditions for a specific project within thirty (30) calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions for a specific project is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, etc. previously authorized by the Owner.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.
- B. For services of the Engineer provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Engineer will be compensated for its reasonable and customary charges based upon the Consultant's then-current Basis of Payment for Consulting Services, as revised by the Engineer from time-to-time, but only after prior written acceptance of the proposed charges by the Owner and only for those tasks performed, which are not made necessary due to the fault or error of the Engineer.

C. The Owner by a written fifteen (15) day notice, may terminate this Agreement in whole or in part at any time, because of the failure of the Engineer to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this Agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that upon completion of the services and payment of all money due to the Engineer, all reproducible copies of the drawings, tracings, construction plans, specifications and maps prepared or obtained under the terms of the Agreement shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Owner. The Owner shall not reuse or make any modifications to the documents prepared by the Engineer for any purpose other than the services originally intended, without the prior written authorization of the Engineer. If any information is used or modified by the Owner or another engineer without the Engineer's prior written authorization, such use, reuse, or modification by the Owner or others shall be at its sole risk and without liability or legal exposure to the Engineer. Notwithstanding the foregoing, the Engineer may retain one (1) copy of all documents prepared under this Agreement for archival purposes.
- B. The Engineer shall proceed to furnish engineering services on any part of the above referenced development program, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators, and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this Agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within five (5) years of the execution of this Agreement, whichever occurs first.
- E. The Engineer agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.

F. The Engineer agrees that the Owner, the IDOT-OIPI-Aeronautics, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. A copy of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Engineer hereby consent to the jurisdiction of said State.
- C. During the performance of this Agreement, the Engineer, for itself, its assignees and successors in interest agrees as follows:
 - The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 - 2. The Engineer, regarding the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.
 - 3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- 4. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to-
 - Withholding of payments to the Engineer under the Agreement until the Engineer complies, and/or
 - b. Cancellation, termination, or suspension of this Agreement, in whole or in part.
- 6. The Engineer shall include the provisions of Paragraph IV. C., Subparagraphs 1 through 5, in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner, the IDOT-OIPI-Aeronautics, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

- D. The Engineer agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. The DBE requirements of 49 CFR Part 23 apply to this Agreement. E. Except as otherwise provided in Section II, Paragraph C, the Owner may terminate this Agreement in whole or in part for its sole convenience by furnishing written thirty (30) day notice of such termination to the Engineer. It is hereby understood and agreed that should this Agreement be terminated for the Owner's convenience or if the Owner's termination for the Engineer's default is later deemed to be a termination for the Owner's convenience, the Engineer shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Owner up to the day of notification of termination. The fee shall be equal to the sum of the actual number of person-hours of each category of work applied at a negotiated hourly rate (which shall include reasonable profit and overhead), plus any outside services approved by the participating agencies and accomplished prior to the notification.
- E. The parties hereby certify that there was compliance with the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535, and Federal requirements included in 49 USC § 47107(a) (17) and 49 CFR § 18.36 as amended, and Federal Aviation Administration (FAA) AC 150/5100-14E (current at time of selection) and Order 5100.38D (current at time of selection), in the procurement of the services covered in this Agreement. The Engineer shall be responsible to pay for all labor, material and equipment costs incurred in connection with the work and for any and all damages to property or persons to the proportionate extent caused by the negligent performance of services under this Agreement and shall indemnify and hold harmless the Owner, (and/or the IDOT-OIPI-Aeronautics if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent caused there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Engineer in any phase of the work under this Agreement, the correction of which may require additional field or office work, the Engineer will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Owner (and/or the IDOT-OIPI-Aeronautics if applicable) provided the notification to the Engineer is made within one (1) year of the Owner's payment for the services at issue. The Engineer shall be responsible for any damages incurred to the extent caused by his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breeches the Professional Standard of Care. The Engineer shall not be responsible for any consequential damages of the Owner or the IDOT-OIPI-Aeronautics. Neither the Engineer, nor the Owner, nor the IDOT-OIPI-Aeronautics shall be obligated for the other parties' negligence or for the negligence of others.

F. Contemporaneous with Engineer's execution of this Agreement, Engineer shall provide to Owner a Certificate of Insurance evidencing insurance coverages and limits as reasonably required by Owner. The insurance shall name the Owner as an Additional Insured and shall provide that no cancellation shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Tinley Park, Illinois, on the date first stated herein.

ATTEST: VILLAGE OF TINLEY PARK, ILLINOIS (SEAL) (Owner/Airport Sponsor) F.E.I.N. OFFICIAL SEAL (Federal Employee's Identification Number) NANCY M OCONNOR NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 2/22/26 Bv: Nancy M. O'Connor John Urbanski Its Director of Public Works 000 LARUA. Its Clerk NOTARY PUBLIC: STA MY COMMISSION EXPIRESION 1423 ATTEST: PRIMERA ENGINEERS, LTD. (SEAL) (Engineer/Consultant) Illinois Human Rights Number 115012-00 F.E.I.N. 36-3520747

Melissa Clark Its Controller Cark

Its President and Secretary

(Federal Employee's Identification Number)

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 2022, before me appeared John Urbanski, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the Director of Public Works of the Village of Tinley Park, Illinois, and Nancy M. O'Connor, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the Clerk of the Village of Tinley Park, Illinois, and that the seal affixed to the foregoing instrument is the corporate seal of the said Village, and that said instrument was signed and sealed on behalf of said Village by authority of its Board of Trustees, and said Director of Public Works and Clerk acknowledged said instrument to be the free act and deed of the Village.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.

OFFICIAL SEAL LAURA J GODETTE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/14/23

Notary Public

My Commission Expires:

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ______ day of _______, 2022, before me appeared Erin Inman, to me personally known, who, being by me duly sworn (or affirmed) did say that she is the President and Secretary of Primera Engineers, LTD., and Melissa Clark, to me personally known, who, being by me duly sworn (or affirmed) to me personally known, did say that she is the Controller of Primera Engineers, LTD., and that the seal affixed to the foregoing instrument is the corporate seal of the said Primera Engineers, LTD., and that said instrument was signed and sealed on behalf of said Primera Engineers, LTD. by authority of its Board of Directors, and said President and Controller acknowledged said instrument to be the free act and deed of Primera Engineers, LTD.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.

JEANETTE JORDAN Official Seal Natary Public - State of Illinois My Commission Expires May 14, 2026

Notary Public

My Commission Expires:

5-14-26



CERTIFICATE OF LIABILITY INSURANCE

12/3/2023

DATE (WMXDD/1/4/1/2 8/1/2023

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).

1113 001	tindate does not come rights to the certificate notice in fled of s	acii endorsement(s).	
PRODUCER	Lockton Companies	CONTACT NAME:	
444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
kcasu@lockton.com		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Travelers Casualty Ins Co of Amer	rica 19046
INSURED	PRIMERA ENGINEERS, LTD.	INSURER B: The Travelers Indemnity Company	25658
1485420 FIGURE ENGINEERS, ETD. 550 W JACKSON BLVD, SUITE 600 CHICAGO IL 60661	INSURER C: Travelers Casualty and Surety Co of A	america 31194	
	CHICAGO IL 60661	INSURER D: The Phoenix Insurance Compa	ny 25623
		INSURER E ;	
		INSURER F:	
OOVED A	OFO * OFFICIAL NUMBER 105005	0 0000000000000000000000000000000000000	

COVERAGES * CERTIFICATE NUMBER: 19788752 REVISION NUMBER: XXXXXXXX

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

INSR	ISR TOPS OF NIGHT AND GENERAL POLICY EXP. ADDL SUBR POLICY EXP. POLICY EXP.							
LTR		INSD		POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY	Y	N	680 – 5G337162	12/3/2022	12/3/2023		1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000
							MED EXP (Any one person) \$	5,000
							PERSONAL & ADV INJURY \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$	2,000,000
	OTHER:	ļ					\$	
В	AUTOMOBILE LIABILITY	Y	N	BA-2R162745	12/3/2022	12/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
l	X ANY AUTO						BODILY INJURY (Per person) \$	XXXXXXX
	OWNED SCHEDULED AUTOS			·				XXXXXXX
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	XXXXXXX
							\$	XXXXXXX
l	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE \$	XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$	XXXXXXX
l	DED RETENTION\$						\$	XXXXXXX
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	UB – 8J241935	12/3/2022	12/3/2023	X PER OTH-ER	
l	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT \$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	1,000,000
С	PROFESSIONAL LIABILITY	N	N	107738838	12/3/2022	12/3/2023	\$3,000,000 PER CLAIM \$5,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AGREEMENT FOR ENGINEERING SERVICES (RETAINER). VILLAGE OF TINLEY PARK IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
19788752 VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVENUE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
TINLEY PARK IL 60477	AUTHORIZED REPRESENTATIVE JOHN M Agnells



Date: August 8, 2023

To: John Urbanski, Public Works Director

From: Jimmy Quinn, Facilities Superintendent

Subject: Public Safety Building Boiler Replacements

Approve Job Order Contract (JOC) With Robe Construction Inc.

Presented at the Committee of the Whole and Village Board meeting for consideration and possible action.

<u>Description:</u> We are requesting authorization to replace the existing boilers at the Public Safety Building utilizing the Job Order Contracting (JOC) procurement method. Robe Construction Inc. is the awarded general contractor that will perform the work under an existing cooperative contract through the city of Naperville. This contract is for usage by other jurisdictions within Illinois pursuant Procurement #19013.

<u>Background</u>: The existing boilers are over 10 years old and have experienced several failures. These will be replaced with new overall energy efficient boilers.

<u>Budget/Finance:</u> Funding was budgeted and approved for \$125,000 for FY2024 Capital Projects. Due to pricing changes for materials this project will be over the original budgeted amount.

Contractor:LocationProposalRobe Construction Inc.Naperville, IL\$128,552.06

Budget Available\$128,552.06Contract Amount\$125,000.00Difference over Budget\$3,552.00

Using Capital HVAC (30-00-000-75004) to cover balance

Staff Direction Request:

- 1. Approve the JOC with Robe Construction Inc. in the amount of \$128,552.06.
- 2. Direct staff as necessary.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2023-R-097

A RESOLUTION APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBE CONSTRUCTION INC. FOR THE PUBLIC SAFETY BUILDING BOILER REPLACEMENTS

MICHAEL W. GLOTZ, PRESIDENT NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-097

A RESOLUTION APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBE CONSTRUCTION INC. FOR THE PUBLIC SAFETY BUILDING BOILER REPLACEMENTS

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 Contract with Robe Construction Inc., 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 fpollows:

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.

<u>Section 2</u>: 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 <u>EXHIBIT 1</u>.

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 15th day of August, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
APPROVED this 15th day of August, 2023, by the	ne President of the Village of Tinley Park.
-	Village President
ATTEST:	
Village Clerk	

EXHIBIT 1

JOB ORDER CONTRACT (JOC) WITH ROBE CONSTRUCTION INC PUBLIC SAFETY BUILDING BOILER REPLACEMENTS

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

CERTIFICATE

I, NANCY M. O'CONNOR, 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. 2023-R-097, "A RESOLUTION APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBE CONSTRUCTION INC. FOR THE PUBLIC SAFETY BUILDING BOILER REPLACEMENTS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 15, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15th day of August, 2023.

VILLAGE CLERK	

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 **Robe Construction**, **Inc** (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 Twenty Eight Thousand, Five Hundred Fifty Two and 06/100 Dollars(128,552.06). 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:
- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.
- 10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
- 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or 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 wavier 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.

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned	, as	and on 1	behalf
	(Name) , as, having been duly sworn under or		
	Business Organization		
The form of business organiz	zation of the Contractor is (check	one):	
Sole Proprietor or Partner Corporation		Contractor (Individual)	
If contractor/subcontractor is	a corporation, indicate the state a	and the date of incorporation:	:
Authorized to do business in	the State of Illinois:	Yes [] 1	No []
Describe supporting documentation attached:			
Federal Employer I.D. #:			
Social Security # (if an indiv	idual or sole proprietor):		

Registered with Illinois Department of Revenue:				Yes [] No []	
Describe supporting do	ocumentation a	attached (if "	No," explair	n):	
Registered with Illinoi	s Department	of Employm	ent Security	:	Yes [] No []
Describe supporting do	ocumentation a	attached (if "	'No," explair	n):	
Tax liens or tax delin	quencies				
Disclosure of any fede officers of the contract			-	uencies against	the contractor of any Yes [] No []
"No" means "not a	applicable."	If "yes,"	describe 1	ien/delinquenc	ies and resolution:
EOE Compliance					
Contractor is in complicates Code and Feder (known as the Equal O	al Executive C	Order No. 11	246 as amer		
Employee Classification	<u>ion</u>				
Contractor's employee employee or independent ordinances (Form B).				state and fed	
Professional or Trade	e Licenses				
Contractor will posses Contract work:	s all applicable	e profession	al and trade	licenses require	ed for performing the Yes [] No []
License	Number		Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

<u>Documentation Attached</u> (Contractor must initial next to each item):
Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project. NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.
Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.
Form C Additional Information (if required)
Certificate of Good Standing (or other evidence of compliance with laws pre-requisite to doing business in the state)
Illinois Department of Revenue registration
Illinois Department of Employment Security registration
Standards of Apprenticeship/Apprentice Agreements
Substance Abuse Prevention program (or applicable provision from CBA in effect)
Written Safety Policy Statement signed by company representative
OSHA cards evidencing 10-hour or greater safety program completed, if requested
Workers' Compensation Coverage
Professional or Trade Licenses

Eligibility to Contract

	ne Contractor is not barred from bidding on or of a violation of either the bid-rigging or bid-rotating al Code of 1961, as amended.
Robe Construction, Inc.	
Name of Contractor (please print)	Submitted by (signature)
Title	
Certificate of Compliance with Illinois Huma	an Rights Act
<u> </u>	the Contractor is in compliance with Title 7 of the the Illinois Human Rights Act as amended.
Robe, Inc Name of Contractor (please print)	Submitted by (signature)
Title	
Certificate of Compliance with Illinois Drug	-Free Workplace Act
of the Illinois Drug Free Workplace Ac workplace for all employees engaged in complying with the requirements of the	mployees, does hereby certify pursuant to section 3 t (30 ILCS 580/3) that it shall provide a drug-free a the performance of the work under the contract by Illinois Drug-Free Workplace Act and, further and of this contract by reason of debarment for a explace Act.
Robe, Inc Name of Contractor (please print)	Submitted by (signature)
Title	

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.

Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
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)

_Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
Title	

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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 Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The

Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's 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.

Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
Title	

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2022-O-032

Robe Construction, Inc	
Name of Contractor (please print)	Submitted by (signature)
 Title	

[Signature Page to Follow]

Robe Construction, Inc	
BY:	Date
Printed Name:	Date
Title:	
VILLAGE OF TINLEY PARK	
BY: Michael W. Glotz, Village President (required if Contract is \$20,000 or more)	Date
ATTEST:	
Village Clerk (required if Contract is \$20,000 or more)	Date
VILLAGE OF TINLEY PARK	
BY:	
Village Manager	Date

SCOPE OF SERVICES

Attached Scope of work for the Public Safety Building Boiler Replacements:

• Village of Tinley Park – Public Safety Building Boiler replacements.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I); Individual's trade classification (indicate apprenticeship status where appropriate); Employee (E) is covered under Contractor's current workers' compensation (WC) policy; Employee's (E) county of residence.

E/I	Trade	WC - Y/N	County of residence
	E/I	E/I Trade	E/I Trade WC - Y/N

Form C

<u>Additional Information Required</u>
If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/	Original Price/ Final price	
Project Name/Year	Phone #	Final price	Subcontractors
	•	•	

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty



VILLAGE OF TINLEY...

ROBEI-2

DATE (MM/DDA 08/01/2023

CERTIFICATE OF LIABILITY INSURANCE

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	708-258-5448	CONTACT Bulow Group Certificate Team					
The Bulow Group 18521 Spring Creek Road Unit B		PHONE (A/C, No, Ext): 708-258-5448	FAX (A/C, No): 708-3	77-4178			
Tinley Park, IL 60477 Robert Randick		E-MAIL ADDRESS: coi@thebulowgroup.com					
Robert Randick		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: Auto- Owners Insurance		18988			
INSURED		INSURER B : Nationwide	23787				
INSURED Robe, Inc. 6150 N. Northwest Hwy		INSURER C : Cincinnati Insurance	10677				
Chicago, IL 60631		INSURER D:	Insurance 18				
		INSURER E :					
		INSURER F:					

COVERAGES CERTIFICATE NUMBER: 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.

		DSIONS AND CONDITIONS OF SUCH								
INSR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
1		CLAIMS-MADE X OCCUR	Х		07570696	01/03/2023	01/03/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGRE <u>GATE</u> LIMIT AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$	2,000,000
1		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
Α	AU	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO			50570696	01/03/2023	01/03/2024	BODILY INJURY (Per person)	\$	
1		OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
1	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
A	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
1		EXCESS LIAB CLAIMS-MADE			5057069602	01/03/2023	01/03/2024	AGGREGATE	\$	10,000,000
		DED X RETENTION\$							\$	
Α	WOF	RKERS COMPENSATION DEMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A		07241050	01/03/2023	01/03/2024	E.L. EACH ACCIDENT	\$	1,000,000
	(Mai	ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If ye	s, describe under CCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Equ	uipment Floater			07570696	01/03/2023	01/03/2024	Rented		32,000
В	Bui	ilders Risk			CIM13152Z	01/03/2023	01/03/2024	Limit		500,000
1										

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

Re: All Work Performed for the Village of Tinley Park

Additional Insured as respects General Liability as required by written & signed contract:Village of Tinley Park

CERTIFICATE HOLDER		CANCELLATION
Village of Tinley Park 16250 Oak Park Ave.	VOTINLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Tinley Park, IL 60477		AUTHORIZED REPRESENTATIVE THE TIME TO THE

Job Order Contract

Price Proposal Summary - CSI

Date: July 15, 2023

Contract Number: 19013

Job Order Number: DPW-2023-02

Job Order Title: Tinley Park- Public Safety Boiler Replacement

Contractor: City of Naperville - Robe, Inc.

Proposal Value: \$128,552.06

Proposal Name: Tinley Park- Public Safety Boiler Replacement

01 - General Requirements:	\$5,456.88
22 - Plumbing:	\$17,715.36
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$105,026.93
26 - Electrical:	\$352.89
Proposal Total	\$128,552.06

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: 0.00%

Price Proposal Summary - CSI Page 1 of 1

Job Order Contract

Price Proposal Detail - CSI

July 15, 2023 Date:

19013 **Contract Number:**

DPW-2023-02 Job Order Number:

Job Order Title: Tinley Park- Public Safety Boiler Replacement

Contractor: City of Naperville - Robe, Inc.

\$128,552.06 Proposal Value:

Proposal Name: Tinley Park- Public Safety Boiler Replacement

Adjustment Factor(s) Used: 0.8315-Option 3 - Normal Working Hours, 1.0000-No Adjustment

Rec#	CSI Number	Mod.	UOM	Description					Line Total	
01 -	General Requirem	ents								
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						
				Quantity		Unit Price		Factor	Total	
			Installation	1,200.00	х	\$1.00	Х	1.0000 =	\$1,200.00	
		User Note:	P & P Bond							
2	01 22 20 00 0010		HR	ElectricianFor tasks directed by owner o	\$1,266.14					
				Quantity		Unit Price		Factor	Total	
			Installation	16.00	Х	\$95.17	Χ	0.8315 =	\$1,266.14	
3	01 22 23 00 1050		DAY	6 CY Rear Dump Tr	uck With	n Full-Time Truck D	river		\$1,733.71	
				Quantity		Unit Price		Factor	Total	
			Installation	2.00	х	\$1,042.52	Х	0.8315 =	\$1,733.71	
4	01 66 19 00 0005		CY	Transfer Delivered M Per 125'	/laterials	Distances Greate	r Than 1	25', Per CY Of Material	\$117.74	
				Quantity		Unit Price		Factor	Total	
			Installation	20.00	Х	\$7.08	Х	0.8315 =	\$117.74	
5	01 66 19 00 0010		CY	Transfer Demolition 125'	Debris I	Distances Greater	Than 12	5', Per CY Of Material Per	\$117.74	
				Quantity		Unit Price		Factor	Total	
			Installation	20.00	Х	\$7.08	Х	0.8315 =	\$117.74	
6	01 71 13 00 0003		EA	Trailer With Up To 5 equipment, off loadi transporting away. F excavators, gradalls loaders, tractors, pa	3' BedIn ng on si or equip , road g vers, rol boom ro	cludes loading, tie te, rigging, disman oment such as bull raders, loader-bac lers, bridge finishe ough terrain constr	-down of tling, loa dozers, i khoes, h rs, straig ruction fo	motor scrapers, hydraulic eavy duty construction ght mast construction orklifts, telescoping and	\$580.52	
			-	Quantity		Unit Price		Factor	Total	
			Installation	1.00	Х	\$698.16	Х	0.8315 =	\$580.52	
7	01 74 13 00 0003		CY	Collect Existing Deb removed.	ris And		Dumps	terPer CY of debris	\$441.03	
			L	Quantity		Unit Price		Factor	Total	
			Installation	20.00	Х	\$26.52	Х	0.8315 =	\$441.03	
Subt	otal for 01 - Genera	al Requirer	nents:						\$5,456.88	

Price Proposal Detail - CSI

Price Proposal Detail - CSI Continues..

Job Order Number: DPW-2023-02

Job Order Title: Tinley Park- Public Safety Boiler Replacement

ec#	CSI Nu	ımbe	er	Mod.	иом	Description						Line Tota
22 -	Plumbi	ng										
8	22 11	16	00 0393		LF	2" Hard Drawn Type	K Cop	per Tube/Pipe				\$2,040.5
						Quantity		Unit Price		Factor		Total
					Installation	100.00	Χ	\$18.28	X	0.8315	=	\$1,519.98
					Demolition	100.00	Х	\$6.26	Χ	0.8315	=	\$520.52
				User Note:	Piping and f	ittings						
9	22 11	16	00 0393	Mod	LF	For Work In Restrict	ed Wor	king Space, Add				\$236.9
						Quantity		Unit Price		Factor		Total
					Installation	100.00	Х	\$2.85	X	0.8315	=	\$236.98
10	22 11	16	00 0444		EA	2" 90 Degree Coppe	er Elbow	V				\$1,067.
					-	Quantity		Unit Price		Factor		Total
					Installation	10.00	Х	\$86.05	Х	0.8315	=	\$715.51
					Demolition	10.00	Х	\$42.36	Х	0.8315	=	\$352.22
				User Note:	Piping and f	ittings						
11	22 11	16	00 0444	Mod	EA	For Work In Restricted Working Space, Add				\$158.		
					-	Quantity		Unit Price		Factor		Total
					Installation	10.00	х	\$19.04	х	0.8315	=	\$158.32
12	22 11	16	00 0474		EA	2" 45 Degree Coppe	er Elbow	v				\$843.
						Quantity		Unit Price		Factor		Total
					Installation	8.00	Х	\$84.39	x	0.8315	=	\$561.36
					Demolition	8.00	Х	\$42.36	Х	0.8315	=	\$281.78
				User Note:	Piping and f	ittings						
13	22 11	16	00 0474	Mod	EA	For Work In Restrict	ed Wor	king Space, Add				\$126.
					-	Quantity		Unit Price		Factor		Total
					Installation	8.00	х	\$19.04	X	0.8315	=	\$126.65
14	22 11	16	00 0504		EA	2" Reducing Copper	Tee					\$320
						Quantity		Unit Price		Factor		Total
					Installation	2.00	Х	\$132.21	x	0.8315	=	\$219.87
					Demolition	2.00	Х	\$60.52	Х	0.8315	=	\$100.64
				User Note:	Piping and f	ittings						
15	22 11	16	00 0504	Mod	EA	For Work In Restrict	ed Wor	king Space, Add				\$45
						Quantity		Unit Price		Factor		Total
					Installation	2.00	х	\$27.23	Х	0.8315	=	\$45.28
16	22 11	16	00 0516		EA	2" Copper Coupling						\$1,435.
						Quantity		Unit Price		Factor		Total
					Installation	15.00	Х	\$73.12	x	0.8315	=	\$911.99
					Demolition	15.00	Х	\$41.98	Х	0.8315	=	\$523.60
				User Note:	Piping and f	ittings						
17	22 11	16	00 0516	Mod	EA	For Work In Restrict	ed Wor	king Space, Add				\$237
						Quantity		Unit Price		Factor		Total
					Installation	15.00	х	\$19.04	x	0.8315	=	\$237.48
18	22 11	16	00 0530		EA	2" Reducing Copper	Coupli	ng				\$380.
						Quantity		Unit Price		Factor		Total
					Installation	4.00	х	\$74.36	X	0.8315	=	\$247.32
					Demolition	4.00	х	\$40.01	Х	0.8315	=	\$133.07
					Piping and f							

Price Proposal Detail - CSI Continues..

Job Order Number: DPW-2023-02

Job Order Title: Tinley Park- Public Safety Boiler Replacement

Line Total						Description	UOM	Mod.	r	SI Numbe	Rec#
						-				umbing	22 - F
\$59.90				ng Space, Add	ed Work	For Work In Restrict	EA	Mod	00 0530	22 11 16	19
Total \$59.90	=	Factor 0.8315	х	Unit Price \$18.01	х	Quantity 4.00	Installation				
\$238.67					pter	2" Male Copper Ada	EA		00 0545	22 11 16	20
Total		Factor		Unit Price	-	Quantity					
\$159.95	=	0.8315	x	\$96.18	х	2.00	Installation				
\$78.73	=	0.8315	x	\$47.34	X	2.00	Demolition				
						ttings	Piping and fit	User Note:			
\$35.55				ng Space, Add	ed Work	For Work In Restrict	EA	Mod	00 0545	22 11 16	21
Total		Factor		Unit Price		Quantity					
\$35.55	=	0.8315	x	\$21.38	Х	2.00	Installation				
\$249.23					dapter	2" Female Copper A	EA		00 0557	22 11 16	22
Total		Factor		Unit Price	•	Quantity					
\$170.51	=	0.8315	x	\$102.53	х	2.00	Installation				
\$78.73	=	0.8315	x	\$47.34	Х	2.00	Demolition				
						ttings	Piping and fit	User Note:			
\$35.55				ng Space, Add	ed Work	For Work In Restrict	EA	Mod	00 0557	22 11 16	23
Total		Factor		Unit Price		Quantity					
\$35.55	=	0.8315	x	\$21.38	х	2.00	Installation				
4" Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all \$1,290. fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.							LF		00 0509	22 13 16	24
Total		Factor		Unit Price		Quantity					
\$1,057.34	=	0.8315	x	\$31.79	Х	40.00	Installation				
\$233.15	=	0.8315	х	\$7.01	X	40.00	Demolition				
				ipe.	/C Flue I	n new Schedule 40 P\	 Furnish 	User Note:			
\$217.19				ng Space, Add	ed Work	For Work In Restrict	LF	Mod	00 0509	22 13 16	25
Total		Factor		Unit Price		Quantity					
\$217.19	=	0.8315	x	\$6.53	Х	40.00	Installation				
\$8,696.22	250 MBH Input, 100 Gallon, ASME Rated Tank, 95% Efficiency, Power-Vent, \$8,69 Condensing Gas Fired Commercial Water Heater (BTH-250A)						EA		19 0029	22 34 36	26
Total		Factor		Unit Price		Quantity	I				
\$8,294.48		0.8315		\$9,975.32	Х	1.00	Installation				
\$401.74		0.8315		\$483.15	X	1.00	Demolition				
	natch existing.	er heater to m	allon wat	: 199KBTU 100-g	th Cyclor	stall one (1) A.O. Smit	Furnish & ins	User Note:			
\$17,715.30								ng:	- Plumbi	al for 22	Subto
						ng (HVAC)	Conditioni	g, And Air-	entilating	ating, V	23 - H
\$522.25	Brass Body,	Steel Trim, B	t, Carbon		eated, 12	2" Threaded Or Swe Ball Valve	EA		00 0090	23 05 23	27
Total \$463.18	_	Factor		Unit Price		Quantity	Installation				
		0.8315	X	\$139.26 \$17.76	X	4.00					
\$59.07	-	0.8315	X	\$17.76	Х	4.00	Demolition	11			
							Misc Valves	User Note:			
\$75.60						For Full Port, Add	EA	Mod	00 0090	23 05 23	28
Total	_	Factor		Unit Price		Quantity	In atallation				
\$75.60	-	0.8315	X	\$22.73	X	4.00	Installation				

Price Proposal Detail - CSI Continues..

Job Order Number: DPW-2023-02

Job Order Title: Tinley Park- Public Safety Boiler Replacement

Line Total						Description	UOM	Mod.	er	CSI Numbe	Rec#
						ing (HVAC)	Conditioni	g, And Air-	entilating	Heating, Ve	23 -
\$88.54				g Space, Add	ed Work	For Work In Restrict	EA	Mod	00 0090	23 05 23	29
Total		Factor		Unit Price		Quantity					
\$88.54	=	0.8315	Х	\$26.62	Х	4.00	Installation				
\$673.07					nps	Water Balance, Pun	EA		00 0037	23 05 93	30
Total		Factor		Unit Price		Quantity					
\$673.07	=	0.8315	х	\$269.82	Х	3.00	Installation				
\$972.17				500 MBH	er, Up To	Water Balance, Boil	EA		00 0043	23 05 93	31
Total		Factor		Unit Price		Quantity					
\$972.17	=	0.8315	х	\$584.59	Х	2.00	Installation				
\$1,509.17			ulation	cium Silicate Ins	' Thick C	2" Diameter Pipe, 1'	LF		8000 00	23 07 19	32
Total		Factor		Unit Price		Quantity					
\$1,218.15		0.8315	X	\$14.65	Х	100.00	Installation				
\$291.03	=	0.8315	х	\$3.50	Х	100.00	Demolition				
\$218.68				g Space, Add	ed Work	For Work In Restrict	LF	Mod	8000 00	23 07 19	33
Total		Factor		Unit Price		Quantity	14.11.42				
\$218.68 	=	0.8315	Х	\$2.63	Х	100.00	Installation				
\$1,997.71				ng Pump 3/4 HP	n Circula	Centrifugal, Cast Iro	EA		13 0013	23 21 23	34
Total		Factor		Unit Price		Quantity					
\$1,676.14		0.8315	х	\$1,007.90	Х	2.00	Installation				
\$321.57	=	0.8315	Х	\$193.37	X	2.00	Demolition				
				ating pumps	ssett circ	stall two (2) Bell & Gos	Furnish & ins	User Note:			
\$4,247.62	2 HP	id, 10 Stage,	100' Hea	np, 3" Discharge	urbine P	50 GPM Cast Iron T	EA		23 0002	23 21 23	35
Total \$3,693.47	_	Factor		Unit Price		Quantity	Installation				
\$5,095.47 \$554.14		0.8315 0.8315	x x	\$4,441.94 \$666.44	x x	1.00 1.00	Demolition				
Ф 354.14	_	0.0313	^	·		stall one (1) Bell & Go		Hoor Notos			
****			0: 15:			. ,		USEI NOIE.	10.0010	00 50 40	
\$93,433.86	nsing	etube, Conde	Steel Fire			1,840 MBH 92% Eff Boiler (Lochinvar Cr	EA		13 0040	23 52 16	36
Total		Factor		Unit Price		Quantity					
\$91,360.86		0.8315	х	\$54,937.38	Х	2.00	Installation				
\$2,073.00		0.8315	X	\$1,246.54	Х	2.00	Demolition				
						stall two (2) Lochinvar	Furnish & ins	User Note:			
\$1,288.26	899)	uderus 63035	BB312 (Bu	zation Tank For G	e Neutra	Optional Condensat	EA		16 0050	23 52 16	37
Total	_	Factor		Unit Price		Quantity	Installation				
\$1,288.26	-	0.8315	Х	\$774.66	X	2.00					
					ralizer kit	stall two (2) new Neut	Furnish & ins	User Note:			
\$105,026.93					HVAC):	r-Conditioning (I	ng, And Ai	g, Ventilatii	- Heating	otal for 23	Subt
										Electrical	26 -
\$79.82				nnect	ocal Disc	Lock Out/Tag Out Lo	EA		91 0002	26 01 20	38
Total		Factor		Unit Price		Quantity	-				
\$79.82	=	0.8315	х	\$24.00	х	4.00	Installation				
\$59.87				Motor Starter	reaker O	Lock Out/Tag Out B	EA		91 0003	26 01 20	39
		Factor		Unit Price		Quantity					
Total											

Price Proposal Detail - CSI Continues..

Job Order Number: DPW-2023-02

Job Order Title: Tinley Park- Public Safety Boiler Replacement

Rec#	CSI Nui	mbe	er	Mod.	UOM	Description					Line Total
26 - I	Electric	al									
40	26 01	20	91 0004		EA	Lock Out/Tag Out Ta	ags				\$13.80
						Quantity		Unit Price		Factor	Total
					Installation	4.00	x	\$4.15	Х	0.8315 =	\$13.80
41	26 05	83	00 0134		EA	3/4 HP AC Motor Si Termination And Ro	•	nase, 230 Volt Motor Festing	/Equi	oment, Connection,	\$123.53
						Quantity		Unit Price		Factor	Total
					Installation	2.00	х	\$74.28	х	0.8315 =	\$123.53
				User Note:	2 circulating	pumps					
42	26 05	83	00 0137		EA	2 HP AC Motor Sing Termination And Ro		se, 230 Volt Motor/E Festing	quipn	nent, Connection,	\$75.87
						Quantity		Unit Price		Factor	Total
					Installation	1.00	х	\$91.24	х	0.8315 =	\$75.87
				User Note:	1 house pun	np					
Subto	otal for	26	- Electri	cal:							\$352.89
Propo	osal To	tal									\$128,552.06

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: 0.00%





City of Naperville

CONTRACT

Bid 19-013

Job Order Contracting Services

Kim Schmidt, PE Procurement Manager 630-420-4162 630-305-6226

AGREEMENT BID 19-013, Job Order Contracting Services

This Agreement is entered into this day of	2019,
between the City of Naperville, an Illinois Municipal Corporation, with offices at 400	South
Eagle Street, Naperville, Illinois 60540 (hereinafter the CITY) and Robe, Inc., with of	fices at
6150 N Northwest Highway, Chicago, Illinois 60631, and licensed to do business in th	e State
of Illinois (hereinafter the CONTRACTOR).	

WITNESSETH, that the CITY has determined that it requires Job Order Contracting Services and the CONTRACTOR is in the business of providing these services and is willing to provide same, for and according to the terms and conditions of the attached Invitations for Bids No. 19-013 (hereinafter the BID).

NOW, THEREFORE, in consideration of the mutual promises delineated in the *BID*, the parties agree that:

- 1. *The CONTRACTOR* shall perform all of the work, furnish all of the material and labor necessary to complete the aforementioned services.
- 2. The BID shall consist of the following listed documents, signed by the proposer where necessary, which are incorporated herein by reference. With the exception of items j and k, the documents listed below are attached hereto.
 - a. This Agreement
 - b. General Terms & Conditions
 - c. Instructions to Bidders
 - d. Proposal Forms
 - e. Rider Clause
 - f. Local Business Utilization Plan
 - g. Naperville Supplemental Conditions
 - h. JOC Supplemental Conditions
 - i. Addenda, if any
 - j. Technical Specifications
 - k. Construction Task Catalog®
 - I. Supplemental Specifications
 - m. Advertisements for Bids
 - n. Affidavit of Compliance
 - o. Performance Bond
 - p. Payment Bond
 - q. Certificates of Insurance

BID NUMBER:

19-013

BID TITLE:

Job Order Contracting Services - 2019

3. This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action related to this agreement shall be in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand the RFP and this Agreement and intend to be bound by their terms.

CITY OF NAPERVILLE, IL	ROBE, INC.
Dop X Ty	
By: Douglas A. Krieger	By: Paul Mulvey
Its: City Manager	Its: President + 180% owner
Date:	Date: 1-20-2020
ATTEST: Marey a. Brights Deputy Clock for Pan Gallahue By Pan Gallahue, PhD	ATTEST:
Dix Pam Gallalue	
By Pam Gallahue, PhD	By: Paul Halvey
Its: City Clerk	Its: President + 100% owner
Date: 2/11/20	Date: 1-20- 2020



General Terms and Conditions

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE CITY OF NAPERVILLE, UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

BIDDING PROCEDURES

The first three items must be performed by the bidder in order for the bid submittal to qualify for consideration by the City.

- 1. BIDDING FORMS: Bids must be accompanied by a fully executed Offer to Contract Form and Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the bidder, properly signed in the appropriate places, and submitted electronically via the City's e-bidding service or hard copy format in a sealed envelope.
- **2. BID DEPOSIT:** When a bid deposit is required as indicated on the Invitation to Bid, each bid must be accompanied by either a bid bond signed by a surety company authorized to do business in Illinois, a cashier's check or a certified check. For construction projects the bid deposit shall be in an amount equal to at least 10% of the amount of the bid. Any bid deposit shall be in an amount equal as indicated in the Invitation to Bid. When bids are awarded, the Purchasing Manager will return all checks except those of the successful bidder(s). The check(s) of the successful bidder will be returned upon the submission within ten (10) days of a properly executed performance bond. If no performance bond is required, the certified check will be returned.
- **3. SUBMISSION OF BIDS:** This is an "electronic bid," meaning that bids must be submitted via the City's e-bidding service, DemandStar, in electronic format. All bids submitted must be received electronically via the City's e-bidding service before the time specified for opening the bid. A link to the City's e-bidding service is available on the City's website at https://www.naperville.il.us/government/city-finances/purchasing-and-bids/.

Downloading documents and submitting bids requires registration with DemandStar. If you aren't already a member, you can get a FREE SUBSCRIPTION to the City of Naperville account by going to https://www.demandstar.com/subscription. Bids received in hard copy format will be charged a \$25 processing fee to scan and download the documents, due upon receipt of bid. Any incomplete submittals may be rejected as non-responsive.

The Purchasing Manager, or his designated agent, will decide when the specified time for the bid opening has arrived (as determined by the clock on the e-bidding system), and bids will be opened precisely at the assigned time. Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.

- 4. QUESTIONS: All questions concerning the bid shall be submitted to the Procurement Services Team. Questions requiring a clarification or interpretation of the bid document shall be submitted to the Procurement Services Team in writing at least five working days prior to the proposal due date so that the Procurement Services Team can issue a written response to all proposers of record in the form of an addendum. An addendum may not be issued if the answer to a question is contained in the documents; instead the proposers shall be directed to the provision in the bid document which responds to the question. The City of Naperville, Illinois will not be responsible for any other explanation of the specifications made prior to the receipt of bids.
- 5. ADDENDUM: Bidders shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.
- 6. SAMPLES: Samples or drawings requested shall be delivered free of charge with the bid. Rejected samples shall be -removed by the bidder at his own expense after the bid opening. Accepted samples will be retained during the life of the contract.
- 7. NO BID RESPONSE: In the event you cannot submit a bid, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."
- 8. QUESTIONS: All questions concerning the bid shall be submitted to the Procurement Services Team. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing at least five working days prior to the bid opening so that the Purchasing Division can issue a written response to all bidders in the form of an addendum. Whenever the answer to a question is contained in the bid documents, the bidder shall be directed to the provision in the specifications which responds to the question. The City of Naperville, Illinois will not be responsible for any other explanation of the specifications made prior to the receipt of bids.
- 9. ALTERNATE PROPOSALS: Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only ONE proposal. If an unsolicited alternate is included in the bid, only the first proposal seen by the City will be read and considered.
- 10. PARTY INTERESTED IN MORE THAN ONE BID: A party who has quoted prices for work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.
- 11. BIDS BINDING FOR 90 DAYS: Unless otherwise specified in the specifications, all formal bids submitted shall be binding for ninety (90) calendar days following date of opening.
- 12. WITHDRAWAL OF BIDS: A written request for the withdrawal of a bid will be granted if the request is received by the City prior to the specified time of opening.
- 13. BIDDERS INVITED TO BID OPENING: At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.

AWARDING THE BID

- 14. CRITERIA FOR AWARDING BID/ RESERVATION OF RIGHTS: The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the City Council to be in the best interest of the City, who complies with all the provisions of the invitation to bid. The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or who investigation shows is not in a position to perform the contract.
- 15. NOTICE OF AWARD: The City will accept in writing one of the proposals, within ninety (90) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the City. Notice of Award will be posted on Demandstar by Onvia, our e-bidding site, for all bidders within the time for acceptance specified in the Invitation to Bid.
- 16. AWARD OF ALL OR PART: Unless otherwise specified by the City, the City reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his bid to consideration in the aggregate by so stating but must name a unit price on each item bid upon. The City reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.
- 17. **REGISTRATION REQUIRED:** Companies awarded bids should be registered to do business in the State of Illinois. The Purchasing Division may verify status with the State by calling 217-782-7880 prior to awarding contract.
- 18. VETERANS PREFERENCE ACT: In the event of a tie, the City will give preference according to the Veterans Preference Act; Illinois Revised Statutes, Chapter 126-1/2, Section 23, Effective July 1, 1935 as amended September 6, 1990; In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or by any political subdivision there, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:
 - (a) The veteran served a total of at least six months, or
 - (b) The veteran served for the duration of hostilities regardless of the length of engagement, or
 - (c) The veteran served in the theater of operations but was discharged on the basis of hardship, or
 - (d) The veteran was released from active duty because of a service connected disability and was honorably discharged. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper

discharge of the duties of such employment. No political subdivision or person contracting for such public works is required to give preference to veterans, not residents of such districts, over residents thereof, who are not veterans.

BOND REQUIREMENTS

- 19. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND: When noted in the specifications, the City reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the bidder's proposal by the City. The bonds, unless otherwise specified by the Purchasing Manager, shall be 100% of the total contract price.
- 20. FAILURE TO FURNISH BOND: In the event that the bidder fails to furnish the above mentioned bonds within ten (10) calendar days after acceptance of bid by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish said bonds.

SPECIFICATIONS

- **21. FORMAL SPECIFICATIONS:** When a formal, numbered specification is referred to in this invitation, no deviation from that specification will be permitted.
- 22. TRADE NAME USED BY CITY: Any reference in the City's specifications to a manufacturer's catalog number is descriptive, not restrictive, indicating articles that are satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states on the face of his proposal exactly what he proposes to furnish; or forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.
- 23. TRADE NAME USED BY BIDDER: Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the bid.
- 24. PROPOSED EQUIVALENTS: The Purchasing Manager hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposed to furnish which contains major or minor variations from specifications requirements, but which may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the City to determine if each requirement of the specifications is being complied with prior to manufacture or shipment.

PRICE

- 25. NET PRICES: Bid prices, unless otherwise specified in the specifications, must be net, including transportation and handling charges fully prepaid by the contractor to delivery point. All prices are subject to Net 30 on commodities, rentals and services unless otherwise specified. Term #24 does not include construction contracts.
 - Prices must be a firm monetary figure for the cost of the commodity, service, or project. In the event the City invites bids for the purchase of any item or real property, the City shall not accept a bid which is based upon any other bid, contract, or reference to any other document or numbers not included in the bidder's bid documents.
- 26. TAX EXEMPTION: Sales to the City of Naperville are exempt from state and local retailers' occupation tax, state and local service occupational tax, use tax, and service use tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our tax exemption number is E9997-4398-07.
- 27. ERRORS IN BID PRICES: When an error is made in extending total prices, the unit bid price will govern.

QUANTITIES

- 28. SPECIFIC BID QUANTITIES: Where quantities are specifically stated, acceptance will bind the City to order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract.
- 29. REQUIREMENTS OR ESTIMATED BID QUANTITIES: On "Requirements or Estimated Bid Quantities," acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The City may purchase as little as zero percent (0%) or exceed as much as one hundred percent (100%) of the forecasted or estimated quantities.

DELIVERY PROVISIONS

- 30. PLACING OF ORDER: Orders against contracts will be placed with the Contractor on a Purchase Order executed and released by the Purchasing Manager. Telephonic orders placed directly with the Contractor by the ordering department may be authorized by the Purchasing Manager only after execution of an Open End or Blanket Purchase Order.
- 31. RESPONSIBILITY FOR MATERIALS SHIPPED: The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification or rejection.
- **32. DELIVERY FAILURES:** Failures of a Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Manager, or failure to make replacement

of rejected articles when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, either: (1) the Contractor shall reimburse the City, within a reasonable time specified by the Purchasing Manager, for any expense incurred in excess of contract prices; or (2) the City may deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

- 33. PACKAGING AND CONTAINERS: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the City unless otherwise specified by bidder in his bid.
- 34. INSPECTION OF GOODS: Inspections and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.
- 35. PACKING SLIPS OR DELIVERY TICKETS: All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
 - (a) Purchase Order Number Quantity Ordered Name of the Article and Stock Number Quantity Shipped
 - (b) Name of the Contractor
 - (c) Quantity Back Ordered
- **36. PAYMENT PROVISON:** The City of Naperville's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later. All payments shall be made with electronic payment transfer.

All invoices shall be addressed to Accounts Payable, City of Naperville, P.O. Box 3020, Naperville, Illinois, 60566-7020, as indicated on the front of this purchase order and must include vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

FINANCIAL RESPONSIBILITY PROVISIONS

- 37. GENERAL GUARANTY: Contractor agrees to:
 - (a) Save the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the

- performance of the contract which the Contractor is not the patentee, assignee, licensee, or owner; and
- (b) Protect the City against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
- (c) Pay for all permits, licenses, and fees and give all notices and to comply with all laws, ordinances, and rules of the City and the State of Illinois.
- 38. WARRANTIES: Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him FOR A PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the Contractor. At the Contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition or replace the part or entire unit to the complete satisfaction of the City.
- **39. INSURANCE:** Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- 5. Surety Bonds as described below.
- 6. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the

higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Naperville, Naper Settlement, Naperville Heritage Society, their officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Naperville, Naper Settlement, Naperville Heritage Society, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City of Naperville, Naper Settlement, and Naperville Heritage Society as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

- 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Naperville, Naper Settlement and Naperville Heritage Society for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

- 40. DAMAGES/INDEMNIFICATION: The Contractor shall defend, indemnify, and hold harmless the City and its officers, agents and employees, from any and all liability, losses or damages as a result of claims, demands, suits, actions, or proceedings of any kind of nature,, including but not limited to costs and fees, including reasonable attorney's fees, resulting from any negligent or willful act or omission on the part of the Contractor or Contractor's subcontractors, subconsultants, or sub-vendors, or their respective employees, agents and representatives, during the performance of this Agreement, including without limitation, failure to comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements. Such defense, indemnification, and hold harmless provisions shall not be limited by reason of any insurance coverage provided for herein. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them in which case the Contractor shall be liable for the reasonable cost, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-102 et seq. The provisions of this paragraph shall survive completion, expiration or termination of this Agreement.
- 41. CERCLA INDEMNIFICATION: The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

ASSIGNMENT/TERMINATION/DEFAULT

- **42. ASSIGNMENT:** Assignment of this contract or any part thereof, or any funds to be received there under by the Contractor shall be subject to the approval of the City of Naperville.
- 43. TERMINATION OF CONTRACTS: Contracts will remain in force for full periods and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - (a) Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.

- (b) Extended upon written authorization of the Purchasing Manager and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 44. **DEFAULT**: The contract may be canceled or annulled by the City Council in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. Upon receipt of such notice, the Contractor shall have fourteen (14) days with in which to cure any default or violation. If the default or violation is not cured with in the specified time an award may be made to the next lowest Bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs incurred by the City in excess of the defaulted contract prices. However, the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- 45. MATERIAL SAFETY DATA SHEETS: It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

- 46. COMPLIANCE WITH THE LAW: The Contractor and Contractor's employees, agents, subconsultants and subcontractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations, orders, federal circulars and license and permit requirement in the performance of any Contract pursuant to this bid, including, without limitation and to the extent applicable, the Illinois Prevailing Wage Act, the federal Davis-Bacon Act, and the Employment of Illinois Workers on Public Works Act. The Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. For additional information regarding the Illinois Prevailing Wage Act, see paragraph 45 below.
- 47. LAWS GOVERNING: This contract shall be governed by and construed according to the laws of the State of Illinois except that sections 2 through 8 of the Local Government Prompt Payment Act (50 ILCS 505/2-8) shall not be applicable. Venue for any action related to this agreement shall be in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.
- **48. PREVAILING WAGES:** If this contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01et 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 "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Contractor shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

- 49. NON-RESIDENT EXECUTIVE AND TECHNICAL EXPERTS: Every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3, or 6 in the case of a hazardous waste clean-up and on-site disposal project, of his regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in Section 1 of Article 2 of this Act.
- 50. FORCE MAJEURE: Whenever a period of time is provided for in this Agreement for either the CITY or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond Contractor's control" if committed, omitted or caused by Contractor, Contractor's employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly.

51. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:

The order of precedence of the component contract parts shall be as follows:

- 1. Addenda if any.
- 2. Project Specific Instructions to Bidders.
- 3. JOC Supplemental Conditions

- 4. Project Specific Supplementary Conditions to Project Specific General Conditions.
- 5. Project Specific General Conditions.
- 6. City of Naperville General Terms and Conditions and Instruction to Bidders.
- 7. Special Conditions, Detailed Specifications and Special Provisions.
- 8. All Job Orders (including the Detailed Scope of Work and Job Order Proposals)
- 9. Standard Specifications of the City, State, or Federal Government.
- 10. Performance Bond, if required.
- 11. The Construction Task Catalog®
- 12. The Technical Specifications

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

In addition, in the case of a conflict between any term or provision contained in the contract documents which cannot be resolved by the order of precedence set forth above, the term or condition that is more stringent and/or specific shall govern and apply.

RIGHT TO AUDIT CLAUSE

52. RETENTION AND EXAMINATION OF INFORMATION, BOOKS AND RECORDS: The Contractor shall cooperate with the City and provide the City, when requested, with access to data, information and documentation pertaining to the work. City requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties, which in the City's opinion, require the information.

Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files and detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates, or dividends received; and any other supporting evidence necessary to substantiate charges related to the contract (both direct and indirect costs, including overhead allocations as they may apply to costs associated with the contract).

The Contractor will provide the City with copies of all requested records in a computer-readable format (if available) as well as hard copy.

The Contractor shall retain and preserve all information relating to the work for a period of at least four (4) years from the date of the completion of the work.

The City will have the right to audit any records necessary to permit evaluation and verification of contractor compliance with contract requirements throughout the term of the contract and for a period of four years after final payment, or longer if required by law.

The City will have the right to interview any of the contractor's current and former employees, as related to this contract, during the audit.

The Contractor will provide the City with adequate and appropriate work space, with access to photocopy machines, during the audit.

The Contractor will include in its subcontracts a provision granting the City the right of audit provisions against subcontractors as contained in this article.

53. NON-APPROPRIATIONS CLAUSE: This contract is contingent on the receipt of funding in future years. The terms of this contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being approved by the City Council. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the City may terminate its obligations if sufficient appropriations are not approved by the City Council. The City's decision as to whether sufficient appropriations are available is final and binding on all parties.

Instructions to Bidders

1. CONTRACT OVERVIEW

- 1.1. A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the County. The Contract Documents include a Construction Task Catalog® containing Prepriced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.
- 1.2. The Contractor will bid two sets of Adjustment Factors to be applied to the Unit Prices. The first set of Adjustment Factors will be for City of Naperville (including Naper Settlement) Projects while the second set of Adjustment Factors will be for ezlQC® Projects. Each set of Adjustment Factors includes one Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors apply to every Prepriced Task in the Construction Task Catalog®. The Contractor will also bid a Non-Prepriced Task Adjustment Factor to be used when calculating the value of Non-Prepriced Tasks.
- 1.3. A Contract will be awarded to the responsible bidder with the lowest responsive bid.
- 1.4. Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the Owner to review and discuss the proposed work. The Owner will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.
- 1.5. The value of the Price Proposal shall be determined by summing the total of the following calculation for each Prepriced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.
- 1.6. If the Job Order Proposal is found to be complete and accurate, the Owner may issue a Job Order to the Contractor.
- 1.7. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 1.8. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

2. DESCRIPTION OF THE WORK

2.1. This Contract may be used to perform any Work on facilities or properties under the jurisdiction of the City of Naperville including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to City sites. This Contract may also be used as a joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the Six County Area and State of Illinois.

3. JOINT PURCHASING

- 3.1. The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that the City of Naperville shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders and governmental units shall be resolved between the immediate parties.
- 3.2. The bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.
- 3.3. The bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, certificates of insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

4. CONTRACT VALUE

4.1. The Estimated Annual Value for the Contract is \$1,000,000 plus the value of any ezIQC® Projects that may be procured by an entity within the Six County Area. The Contractor is not guaranteed to receive the Estimated Annual Value. It is merely an estimate.

5. CONTRACT TIME

5.1. The Base Term of the Contract is two (2) years.

- 5.2. There are two (2) Option Terms. Both parties must agree to extend the Contract for an Option Term. The duration of each Option Term is two (2) years.
- 5.3. The City and the Contractor may agree to extend the term of an Option Term,
- 5.4. All Job Orders issued during any term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

6. ADJUSTMENT FACTORS

- 6.1. There are five (5) Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.
- 6.2. The Adjustment Factors are as follows:
 - 6.2.1. City of Naperville Projects, Normal Working Hours Adjustment Factor: Monday through Friday 7:00 am to 7:00 pm except holidays.
 - 6.2.2. City of Naperville Projects, Other Than Normal Working Hours Adjustment Factor: Monday through Friday 7:01 pm to 6:59 am and all-day Saturday, Sunday and holidays.
 - 6.2.3. City of Naperville Projects, Non-Prepriced Task Adjustment Factor: for Non-Prepriced Tasks on City of Naperville Projects.
 - 6.2.4. ezIQC® Projects, Normal Working Hours Adjustment Factor: Monday through Friday 7:00 am to 7:00 pm except holidays.
 - 6.2.5. ezIQC® Projects, Other Than Normal Working Hours Adjustment Factor: Monday through Friday 7:01 pm to 6:59 am and all-day Saturday, Sunday and holidays.
 - 6.2.6. ezIQC® Projects, Non-Prepriced Task Adjustment Factor: for Non-Prepriced Tasks on ezIQC® Projects.
- 6.3. The Other Than Normal Working Hours Adjustment Factor for City of Naperville Projects must be equal to or greater than the Normal Working Hours Adjustment Factor for City of Naperville Projects.
- 6.4. The Other Than Normal Working Hours Adjustment Factor for ezlQC® Projects must be equal to or greater than the Normal Working Hours Adjustment Factor for ezlQC® Projects.
- 6.5. The Non-Prepriced Task Adjustment Factor for City of Naperville Projects must be

greater than or equal to 1.0526.

6.6. The Non-Prepriced Task Adjustment Factor for ezIQC® Projects must be greater than or equal to 1.0667.

7. BID SUBMISSION

- 7.1. Questions and Clarifications All questions and clarifications shall be submitted in writing at least five business days prior to the online bid opening to Kim Schmidt at schmidtk@naperville.il.us. The deadline to submit questions is Tuesday, December 3, 2019 by 12:00 p.m. If required, a written response in the form of an addendum will be issued. No contact with the DEPARTMENT(S) shall be made during the bid process. Questions asked after the deadline are not guaranteed a response.
- 7.2. **Electronic Bid Opening** This bid is being conducted electronically. All bidders must be registered with DemandStar by Onvia at www.demandstar.com/register.rsp in order to submit an electronic bid.

The deadline for submitting a bid is Tuesday, December 10, 2019 at 2:00 p.m. Be sure you have received an email confirmation of submittal from DemandStar.

This is an "electronic bid," meaning that bids must be submitted via DemandStar in electronic format. All necessary documents are available through the City's website. Downloading documents and submitting bids requires registration with "Demandstar," the City's service provider since 2000. If you aren't already a member, you can get a FREE SUBSCRIPTION to the City of Naperville account by going to www.demandstar.com/register.rsp. Bids received in hard copy format will be charged a \$25 processing fee to scan and download the documents, due upon receipt of bid. Any incomplete submittals may be rejected as non-responsive.

For additional instructions regarding electronic bid submittal, contact Kim Schmidt at phone 630-420-4162 or via email: schmidtk@naperville.il.us.

- 7.3. **Bid Security** Bid security in the form of a certified check or cashier's check payable to the City of Naperville, or a satisfactory bid bond, in the amount of \$25,000 of the total bid must be scanned and submitted with the E-Bid response. During the bid review process, the City may require a bidder to submit the original bid security to confirm authenticity.
- 7.4. Basis of Award The City of Naperville intends to award a contract to the responsible bidder submitting the lowest responsive bid. Lowest price shall be determined using the Award Criteria Figure listed in the Bid Worksheet. The City will review and make adjustments associated with arithmetic errors to ascertain whether the order of bids is correct. In the event of arithmetic errors in any of the line items, the unit price will be the controlling factor to correct the arithmetic error. The City will not assume that the error exists in the unit price.

The City reserves the right to reject any and all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not in a position to perform the contract. The City of Naperville reserves the right to award individual bids to more than one vendor if it is deemed to be in the best interest of the City. The City reserves the right to increase or decrease the contract quantity without penalty from the contractor to the City.

8. PERFORMANCE BOND AND PAYMENT BOND

- 8.1. Within ten (10) calendar days of acceptance of the Bidder's bid by the City, the Bidder must supply a Performance Bond and a Labor and Materials Bond in the amount of \$1,000,000 to bond City of Naperville Projects. The surety company must be licensed to do business in the state of Illinois. In the event that the parties agree to exercise an option period or the cumulative amount of work exceeds the amount of bonds submitted, the Bidder shall deliver a new Performance Bond and Labor and Materials Bond in \$1,000,000 increments.
- 8.2. In the event that the proposer fails to furnish the above mentioned bonds within ten (10) calendar days after acceptance of proposal by the City, then the bid bond of the Bidder shall be retained by the City as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the proposer's failure to furnish said bonds.
- 8.3. For ezIQC® Projects, the Bidder will provide a payment bond and/or performance bond per Project equal to 100% of the Job Order Price.
- 8.4. The cost of all bonds for City of Naperville Projects and for ezIQC® Projects shall be included in the Adjustment Factors.

9. PREVAILING WAGE

9.1. This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/1-12 et seq.). Contractors and subcontractors shall comply with the requirements of the Illinois Prevailing Wage Act including, but not limited to, all wage requirements and notice and recordkeeping duties including paying laborers, workers and mechanics performing work under this contract no less than the currently prevailing rate of wages in the county where the work is performed and filing a certified payroll with the public body in charge of the project.

The Contractor is advised that the Illinois Department of Labor (IDOL) revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the IDOL website for revisions to prevailing wage rates. For information regarding the current prevailing wage rates, please refer to the DOL website:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

If IDOL revises the prevailing rates of wage during the term of the contract, the Contractor/subcontractor is required to pay the then current prevailing rate of rages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the term of any contract shall be at the expense of the Contractor and not at the expense of the Owner.

The Contractor shall defend and hold harmless the City, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

9.2. Prior to the start of any work, the Contractor and the Jobsite Manager/Supervisor will be required to complete the City's Contractor Safety Orientation Checklist at a preconstruction meeting. No work can begin until the completed form has been received and signed by the Jobsite Manager/Supervisor. A sample of the Contractor Safety Orientation Checklist is included as part of the bid document.

10. CONTRACTOR'S JOC SYSTEM LICENSE

10.1. The City selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary Gordian Cloud Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. To obtain access to the Gordian JOC Solution™, the Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 5% JOC System License Fee for City of Naperville Projects and a 6.25% ezlQC® License Fee for ezlQC® Projects.

11. FEDERALLY FUNDED JOB ORDERS

11.1. Work so designated as being Federally Funded must follow the procedures and guidelines as set forth in Federally Funded Work contained in the JOC Supplemental Conditions.

12. FREEDOM OF INFORMATION ACT

12.1. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor. Contractor shall comply with the retention and documentation requirements of the <u>Local Records Retention Act</u> 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall

review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

JOB ORDER CONTRACTING SERVICES PROCUREMENT NO. 19-013

CITY OF NAPERVILLE OFFER TO CONTRACT

OFFER TO THE CITY OF NAPERVILLE:

The undersigned, having examined the contract documents listed below, irrevocably offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments contained in the bid solicitation document. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

Contract Documents: General Terms and Conditions; Instructions to Bidders; Construction Task Catalog®; Technical Specifications; Proposal and Bid Schedule; Affidavit of Compliance; Certificate of Insurance; the following addendum(s): 1 ; 2 ; 3 ; 4 ; 5 ; 6 ; 7.

ADJUSTMENT FACTORS (TRANSFER FROM BID WORKSHEET)

City of Naperville Projects, Normal Working Hours Adjustment Factor:	0.7500
City of Naperville Projects, Other Than Normal Working Hours Adjustment Factor:	0.7550
City of Naperville Projects, Non-Prepriced Task Adjustment Factor:	1.0526
ezIQC® Projects, Normal Working Hours Adjustment Factor:	0.7600
ezIQC® Projects, Other Than Normal Working Hours Adjustment Factor:	0.7650
ezIQC®Projects, Non-Prepriced Task Adjustment Factor:	1.0667

The undersigned hereby states, under penalty of perjury, that all information provided in this offer and the attached Affidavit of Compliance is true, accurate, and complete and that he/she has authority to submit this bid, which will result in a binding contract if accepted by the City of Naperville.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

CONTACT:	FOR CLARIFICATION OF THIS OFFER:
Robe, Inc. FIRM NAME 6150 N Northwest Hwy ADDRESS Chicago, IL 60631 CITY, STATE AND ZIP CODE // 1-4-19 SIGNATURE AUTHORIZED REPRESENTATIVE / DATE Paul Mulvey, President PRINT NAME / TITLE	Sean White NAME 773-775-8900 PHONE NUMBER 773-775-8910 FAX NUMBER seanwhite@robeinc.com E-MAIL ADDRESS

ACCEPTANCE:

The Offer is hereby accepted for the following items: Job Order Contracting Services

Contract Expiration Date: 12/31/2021

The Contractor is bound to sell the materials or services listed by the attached bid documents and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments. The Contractor's Offer is accepted by the City.

This contract shall henceforth be referred to as Contract No. <u>19-013</u>. The Contractor is cautioned not to commence any billable work or to provide any materials or services under this contract until Contractor receives a fully executed contract.

CITY OF NAPERVILLE

By: Douglas A. Krieger

Its:

City Manager

Date

BID WORKSHEET

Contract No: 19-013

Job Order Contracting Services

BIDDER'S NAME: Robe Inc.

The Bidder shall complete the cells highlighted grey. Fallure to submit all Adjustment Factors may result in the bid being deemed non-responsive.

Adjustment Factor Name	Adjustment Factor Bid	x Multiplier	= Extended Total
City of Naperville Projects, Normal Working Hours (30%)	0.7500	0:30	0.2250
City of Naperville Projects, Other than Normal Working Hours (10%)	0.7550	0.10	0.0755
City of Naperville Projects, Non Pre-Priced (10%)	1.0526	0.10	0.1053
eziqC* Projects, Normal Working Hours (30%)	0.7600	0.30	0.2280
eziQC® Projects, Other than Normal Working Hours (10%)	0.7650	0.10	0.0765
eziQC® Projects, Non Pre-Priced (10%)	1.0667	0.10	0.1067
	AWARDC	AWARD CRITERIA FIGURE	0.8169

NOTES TO BIDDER:

1. The Other Than Normal Working Hours Adjustment Factor for City of Naperville Projects must be greater than or equal to the Normal Working Hours Adjustment Factor for for City of Naperville Projects.

2. The Non Pre-priced Adjustment Factor for City of Naperville Projects must be greater than or equal to 1.0526

3. The Other Than Normal Working Nours Adjustment Factor for ezIQC® Projects must be greater than no equal to the Normal Working Hours Adjustment Factor for for ezIQC® Projects.

4. The Non Pre-priced Adjustment Factor for ezIQC® Projects must be greater than or equal to 1.0667

5. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the City that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpase of determining the Bid. 6. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

Authorized Name and Title: Sem UHITE Date: 12/10/2019

BID 19-013, Job Order Contracting Services Rider Clause for Use of Contract

Contractor Name:	ROBE	Inc.	

This clause is intended to allow a successful Contractor to offer the goods and services of the bid to other jurisdictions. If a mark is made in the **YES** column next to a jurisdiction's name, the pricing, terms and conditions of the final Contract are offered to the appropriate jurisdiction. The successful Contractor may directly notify any jurisdiction of the availability of the Contract.

Offering to sell goods and services as a result of this solicitation to other jurisdictions is voluntary on the proposer's part. A jurisdiction's participation in the Contract is voluntary, also. Any jurisdiction obligated to participate in the Contract is indicated in the body of the solicitation and Contract.

The jurisdiction(s) which awards the Contract as a result of this solicitation is responsible for the award, etc., of its portion of the Contract only. Each jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful Contractor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Units of government, not-for-profit businesses, and other entities may be added as jurisdictions able to procure from this Contract if mutually agreed upon by both parties.

Failure to offer the terms and conditions of the Contract to any jurisdiction will neither disqualify a proposer nor adversely affect the award of the Contract.

It is the awarded Contractor's responsibility to notify the jurisdictions shown below of the availability of the Contract.

It is understood that the Contractor will utilize proprietary licensed documents and software during the performance of the work that is provided by a Consultant, The Gordian Group, Inc., by means of a consulting contract with the City of Naperville. Any jurisdictions utilizing the Contractor by riding the Contract shall be liable to the Gordian Group, Inc. for their document and software licensing fee.

PROPOSER'S AUTHORIZATION FOR PARTICIPATION:

YES	NO	JURISDICTION	YES	NO	JURISDICTION	
Х		Park District (Naperville)	X		Lisle Township	
Х		Naperville Community Unit School District 203	Х		Milton Township	
Х		Indian Prairie School District 204	X		Winfield Township	
Х		Naperville Public Library	X		DuPage Township	
X		Naperville Township	X		Wheatland Township	
Х		Forest Preserve, District of Will County	X		City of Wheaton	
X		DuPage County Forest Preserve	X		Village of Willowbrook	
Χ		DuPage County	X		Village of Winfield	
X		Will County	X		City of Wood Dale	
X		City of Aurora	X		Village of Woodridge	
X		Village of Addison	X		Village of Antioch	
X		Village of Bartlett	X		Village of Arlington Heights	
X		City of Batavia	X		Village of Barrington	
Х		Village of Bensenville	X		Village of Buffalo Grove	
X		Village of Bloomingdale	Х		Village of Carpentersville	
X		Village of Bolingbrook	X		Village of Cary	

X	Village of Burr Ridge	X	City of Crystal Lake
X	Village of Carol Stream	X	Village of Deerfield
X	Village of Clarendon Hills	X	City of Des Plaines
X	City of Darien	X	City of Evanston
X	City of Downers Grove	X	Village of Fox River Grove
X	Village of Elk Grove Village	X	Village of Glencoe
X	City of Elmhurst	X	Village of Glenview
X	Village of Glendale Heights	X	Village of Golf
X	Village of Glen Ellyn	X	Village of Grayslake
X	Village of Hanover Park	X	Village of Hanover Park
X	Village of Hinsdale	X	Village of Hawthorn Woods
X	Village of Itasca	X	City of Highland Park
x	Village of Lemont	X	Village of Hoffman Estates
x	Village of Lisle	Î	Village of Inverness
x	Village of Lombard	X	Village of Kenilworth
		X	City of Lake Forest
X	Village of Oak Brook	X	Village of Lake Zurich
X	City of Oak Brook Terrace		
X	Village of Roselle	X	Village of Libertyville
X	Village of Schaumburg	X	Village of Lincolnshire
X	City of St Charles	X	Village of Lincolnwood
X	Village of Villa Park	X	Village of Morton Grove
X	City of Warrenville	X	Village of Mount Prospect
X	Village of Wayne	X	Village of Niles
X	City of West Chicago	X	Village of Northbrook
X	Village of Westmont	X	Village of Northfield
X	Northfield Township	X	Village of New Lenox
X	Village of Palatine	X	City of Oak Forest
X	City of Park Ridge	X	Village of Olympia Hills
X	City of Prospect Heights	X	Village of Orland Park
X	City of Rolling Meadows	X	City of Palos Heights
X	Village of Skokie	X	Village of Park Forest
X	Village of Streamwood	X	Village of Phoenix
X	Village of Vernon Hills	X	Village of Posen
X	Village of Wheeling	X	Village of Richton Park
X	Village of Wilmette	X	Village of Riverdale
X	Village Winnetka	X	Village of Robbins
X	City of Blue Island	X	Sauk Village
х	Village of Burnham	X	Village of South Chicago Heights
X	Calumet City	X	Village of South Holland
X	Village of Calumet Park	X	Village of Steger
X	City of Chicago Heights	X	Village of Thornton
X	City of Country Club Hills	X	Village of Tinley Park
X	Village of Dixmoor	X	Village of University Park
X	Village of Dolton	X	Village of Beecher
X	Village of East Hazel Crest	X	City of Braidwood
x	Village of Flossmoor	X	Coal City
x	Village of Ford Heights	X	City of Crest Hill
x	Village of Glenwood	X	Village of Diamond

X	City of Harvey	X	Village of Elwood
X	Village of Hazel Crest	X	Village of Frankfort
X	Village of Homewood	X	Village of Homer Glen
X	Village of Lansing	X	City of Joliet
X	Village of Lynwood	X	City of Lockport
X	City of Markham	X	Village of Manhattan
X	Village of Matteson	X	Village of Minooka
X	Village of Midlothian	X	Village of Rockdale
X	Village of Mokena	X	Village of Shorewood
X	Village of Monee	X	City of Wilmington
X	Township of Channahon	X	Township of Reed
X	Township of Crete	X	Township of Troy
X	Township of Custer	X	Township of Washington
X	Township of Florence	X	Township of Wesley
X	Township of Frankfort	X	Township of Will
X	Township of Green Garden	X	Township of Wilmington
X	Township of Homer	X	Township of Wilton
X	Township of Jackson	X	Township of Addison
X	Township of Joliet	X	Township of Bloomingdale
X	Township of Lockport	X	Township of Downers Grove
X	Township of Manhattan	X	Township of Wayne
X	Township of Monee	X	Township of York
X	Township of New Lenox	X	Township of Peotone
X	Township of Plainfield		

Proposer's Signature:		Date: _	12-9-2019
Company Name:	Robe, Inc		

This form must be completed and returned with bid response.

BID 19-013 JOB ORDER CONTRACTING SERVICES LOCAL BUSINESS UTLITIZATION PLAN

Ensuring local businesses are used is a top priority for the City. In specific detail, identify how the Contractor will maximize participation of local businesses under this Contract. Local businesses are considered those businesses residing in DuPage and Will Counties. Also make sure to include the Contractor's approach to subcontracting versus self-performing the work with its own forces as well identification of said types of work the Contractor intends on self-performing. The Plan should also identify how the Contractor will select subcontractors and the basis for such selection. Adherence to the local business utilization plan is a standard of performance and failure to adhere to the plan during the course of the Contract will be considered an event of default.

Complete your narrative in the space provided below or provide supplemental documentation.

If necessary, attach additional sheets.

see Attached.

19-013

Robe, Inc.

Robe, Inc Local Business Utilization Plan

Robe, Inc. has an established business base in the Chicagoland area but does perform contract work outside of Chicago.

Our largest one outside of Chicago is a JOC contract in Champaign at the University of Illinois. For that contract, Robe set up a local office and set up a contact list for various local trades by using three sources.

First was recommendations from the customer of trades who had performed successfully for them in the past.

Second was first hand referrals from similar contractors in Chicago who had working relationships with their counterparts in other areas.

Lastly, it was from direct contacts made with local contractors after doing in-house research online.

Quality work and strict adherence to timelines are the deciding factors in whether a subcontractor gets a second project from Robe.

Robe would use the same strategy as outlined above to connect with contractors local to DuPage and Will counties. Unless the quantity of work dictated a local office, Robe would run this contract from its office in Cook County.

Robe, typically only self-performs work that would be considered that of a laborer and some light carpentry. Robe uses subcontractors for electrical, plumbing, hvac, concrete, painting etc...

Naperville Supplemental Conditions

1 COOPERATIVE PURCHASING:

- 1.1 Other agencies or members of cooperative purchasing entities ("Entities") may purchase construction services from the Contractor utilizing this Contract ("ezIQC® Projects". If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 6.25% license fee (eZIQC® License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The ezIQC® License fee is to be included in the Contractor's proposed Adjustment Factors for ezIQC® Projects. Gordian and the Contractor shall mutually utilize ezIQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at the Owner's sole discretion, may be deemed grounds for termination of this Contract.
- 1.2 The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that the Owner has no obligation to administer purchases by Entities.
- 1.3 The Owner and Gordian shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity ("Purchase Order").

Remittance of License Fees: The Contractor shall remit License Fees as follows:

Payments Made Payable to: The Gordian Group, Inc.

Mail Checks to: The Gordian Group, Inc.

PO Box 79341

Baltimore, MD 21279-0341

- 1.4 The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to the Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233- 9100.
- 1.5 The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to the Owner and Gordian of each invoice by forwarding a copy of the invoice via email to lnvoice@ezlQC.com or via facsimile to (864) 233-9100.
- 1.6 The Owner and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes the Owner and/or Entity to provide

a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, the Owner or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Owner and/or Gordian, the Owner and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

2 WORK OUTSIDE THE SIX COUNTY AREA

- 2.1 This contract is to be used primarily for Work on facilities under the jurisdiction of the City of Naperville. However, This Contract may also be used as joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the Six County Area and State of Illinois.
- 2.2 While it is anticipated that the majority of work will occur within the Six County Area, there is the possibility an Agency outside the Six County Area may procure Work using this Contract. As such, there is no additional travel compensation for Work taking place within the Six County Area. The Contractor, however, may be compensated for additional travel costs for work outside the Six County Area via the following:
 - a. It is the Contractor's choice whether or not to Work outside the Six County Area.
 - b. The Contractor and Agency have to agree whether or not the Contractor may be reimbursed for travel expenses. The Agency must approve the travel reimbursement prior to the issuance of the Job Order and the expense shall be included in the Price Proposal.
 - c. The Contractor is reimbursed only when the Agency issues a Notice to Proceed for the Job Order. If the Job Order is cancelled, the Contractor shall bear the cost without reimbursement. Travel may be included in each Job Order, where appropriate.
 - d. The Agency ordering the Work shall pay expenses for authorized travel for the contractor and/or their representative(s) in accordance with USPS Handbook F-15, included by reference.
 - e. Vehicle mileage rate shall be reimbursed at the Standard Mileage Rate as published by the IRS. The rate paid will be the rate that is current at the time the Work is performed.

f. Travel costs shall be included in the Contractor's Price Proposal via the Reimbursable Fees task as found in the Construction Task Catalog®. The Contractor's Adjustment Factors will <u>not</u> be applied to any travel costs

3 LOCAL VENDOR UTILIZATION:

3.1 Ensuring local businesses are used is a top priority for the City. Local businesses are considered those businesses residing in DuPage and Will Counties. The Contractor shall follow its submitted Local Business Utilization Plan. Adherence to the local business utilization plan is a standard of performance and failure to adhere to the plan during the course of the Contract will be considered an event of default.

JOC Supplemental Conditions

1. DEFINITIONS

- 1.1. **Adjustment Factor** A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog[®].
- 1.2. **Agency** Shall mean any local unit of government, not-for-profit businesses and any other applicable entity that can purchase Work under this contract. The agency become the Owner during executing of the Work.
- 1.3. **Base Term** Shall mean the initial period of the Contract and does not include any Option Years.
- 1.4. City of Naperville Projects Those projects procured by any department the City of Naperville is responsible for procuring Work, including Naper Settlement; it is also known as "City"
- 1.5. Construction Task Catalog® A published list of Prepriced Tasks.
- 1.6. **Detailed Scope of Work** A document setting forth the work the Contractor is obligated to complete for a particular Job Order. It will often be in the form of an attachment or appendix.
- 1.7. **Estimated Annual Value** An estimate of the value of Job Orders that could be issued to the Contractor each year.
- 1.8. ezIQC® Projects Those projects procured by an entity other than the City of Naperville.
- 1.9. **Job Order** A written order issued by the Owner requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.
- 1.10. **Job Order Completion Time** The time within which the Contractor must complete the Detailed Scope of Work.
- 1.11. **Job Order Price** The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- 1.12. **Job Order Proposal** A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.
- 1.13. **Joint Scope Meeting** A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- 1.14. **Estimated Contract Value** The estimated value of Job Orders that the Contractor may receive under this Contract.

- 1.15. Non-Prepriced Task A task that is not set forth in the Construction Task Catalog®.
- 1.16. **Normal Working Hours** Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for Owner holidays.
- 1.17. **Option Term** shall mean the additional terms of the Contract beyond the Base Term. An Option Term extends the time of the Contract.
- 1.18. **Other Than Normal Working Hours** Includes the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.
- 1.19. **Owner** The Owner for a Job Order refers to either the City of Naperville or another entity procuring work through the ezlQC® component of the Contract.
- 1.20. **Owner's Representative** shall mean the Architect, Project Manager, Construction Manager, Inspector and/or any person designated b the Agency procuring the work.
- 1.21. **Prepriced Task** A task set forth in the Construction Task Catalog[®], which includes a description of the task, a unit of measure, and a unit price.
- 1.22. **Price Proposal** A price proposal prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.
- 1.23. **Project** The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.
- 1.24. **Request for Design** the written request for the Contractor to provide stamped A/E Design and/or stamped drawings for a specific Job Order. It is also known as an RFD.
- 1.25. **Request for Proposal** A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.26. **Site** shall mean the location or facility at which the Work will be performed, It is also known as the Project Site or Job Site.
- 1.27. **Six County Area** Includes the counties of DuPage, Will, Cook, Lake, McHenry, and Kane.
- 1.28. **Subcontractor** Shall mean any person or entity with whom the Contractor contracts to perform any part of the Detailed Scope of Work for a Job Order, including subcontractors or material suppliers of any tier.
- 1.29. **Supplemental Job Order** A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
- 1.30. **Unit Price** The unit price published in the Construction Task Catalog® for a Prepriced Task.

2. INITIATION OF A JOB ORDER

- 2.1. As the need exists, the Owner will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 2.2. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
 - 2.2.1. the general scope of the work;
 - 2.2.2. alternatives for performing the work and value engineering;
 - 2.2.3. access to the site and protocol for admission;
 - 2.2.4. hours of operation;
 - 2.2.5. staging area;
 - 2.2.6. requirements for catalog cuts, technical data, samples and shop drawings;
 - 2.2.7. requirements for professional services, sketches, drawings, and specifications;
 - 2.2.8. construction duration;
 - 2.2.9. liquidated damages;
 - 2.2.10. the presence of hazardous materials;
 - 2.2.11. date on which the Job Order Proposal is due.
- 2.3. Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 2.4. The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

3. Issuance of the Request for Design (RFD)

- 3.1. Upon completion of the Joint Scope Meeting, the Owner may issue a Request for Design (RFD) depending on the nature of the project.
- 3.2. When the Owner issues an RFD, the Contractor shall submit the names for all A/E firms within 7 days of receiving the Owner's RFD. Prior to preparing a design, the Contractor shall submit to the Owner a copy of the A/E invoice as the backup for payment of A/E services.
- 3.3. When the Owner issues an RFD, the Contractor shall be compensated for the cost of the A/E through the reimbursable fee work task in the Construction Task Catalog®. The quantity for the reimbursable fee work task shall be equal to the amount on the A/E's invoice.
- 3.4. **Preparation of the Design:** A Request for Design may be sent to the Contractor where the need exists for the Contractor to prepare Drawings prior to the issuance of the RFPP. The Design requirements will be established in the RFD and the Contractor shall submit an A/E firm(s) for the Owner's approval prior to commencing the design. Full service firms are desired, but under no circumstances is the Contractor to be the "lead" firm for A/E design work.
- 3.5. Preliminary drawings are due on the date indicated on the RFD, and once final drawings are approved by the Owner, the issuance of an RFPP shall be the Contractor's notification that final design drawings are to be approved and an initial Price Proposal developed.
- 3.6. **Due Date for Design:** For most Job Orders, the RFD due date shall be fourteen to twenty-one calendar days after receipt of the Owner's RFD. The Contractor must request an extension of the RFD due date in writing to the Owner three (3) days prior to the due date, or it is expected that the due date will be met. Failure to meet due dates, consistent rejection of inadequate design submissions, or continual tardiness on design delivery at any stage without advance notification may constitute default of the Contract. The design shall conform to the RFD and Owner's Design Standards.

4. PREPARATION OF THE JOB ORDER PROPOSAL

- 4.1. The Contractor's Job Order Proposal shall include, at a minimum:
 - 4.1.1. Job Order Price Proposal;
 - 4.1.2. Required drawings or sketches;
 - 4.1.3. List of anticipated Subcontractors;
 - 4.1.4. Construction schedule;
 - 4.1.5. Other requested documents.

- 4.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 4.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 4.4. The Contractor will prepare Job Order Price Proposals in accordance with the following:
 - 4.4.1. Pre-priced Task: A task described in, and for which a unit price is set forth in, the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
 - 4.4.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog[®].
 - 4.4.3. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - 4.4.3.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - 4.4.3.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog[®]. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Owner's approval. If approved, less than three quotes or bids will be allowed.
 - 4.4.3.3. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:
 - A = Hourly Labor Rate (for Trades not in the Construction Task Catalog®) x the Quantity required
 - **B =** Direct Material Costs (supported by three quotes)
 - C = Direct Equipment Costs (for Equipment not in the Construction Task Catalog®) x the Quantity required
 - **D** = Subcontractor Costs (supported by three quotes)

- E = Allowable Overhead and Profit = (A + B + C) x 15%
- F = Subcontractor Allowance = D x 10%

Total Cost of Non Pre-Priced Task = A + B + C + D + E + F

<u>For Non Pre-priced Tasks Performed with Contractor's</u> own forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog[®] multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for Non Pre-priced Tasks performed with Contractor's own forces = (A+B+C) x Non Pre-priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by subcontractors:

If the Non Pre-priced Task will be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three subcontractor quotes

Total for Non Pre-priced Tasks performed by subcontractors = D x Non Pre-priced Task
Adjustment Factor

- 4.4.3.4. After a Non Pre-priced Task has been approved by the Owner, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 4.4.3.5. The Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 4.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and

material to perform such task, the Owner may permit the Contractor to be paid for such task as a Non Pre- priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.

- 4.6. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable fee work task. The cost of expediting services or equipment use fees are not reimbursable.
- 4.7. The adjustment for reimbursable fee work tasks on City of Naperville Projects is 1.0526. The adjustment for reimbursable fee work tasks on ezIQC® Projects is 1.0667.
- 4.8. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 4.9. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 4.10. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 4.11. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

5. REVIEW OF THE JOB ORDER PROPOSAL AND ISSUANCE OF THE JOB ORDER

- 5.1. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- 5.2. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the

Contractor that:

- 5.2.1. Will constitute or create a hazard to the work, or to persons or property;
- 5.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
- 5.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 5.3. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
- 5.4. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre- Priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.
- 5.5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
- 5.6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Job Order Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

6. CHANGES IN THE WORK

- 6.1. The Owner, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- 6.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- 6.3. Price Proposals for Supplemental Job Orders shall include credits for deleted

Prepriced Tasks and Non-Prepriced Tasks. The value of those credits shall be equal to the value of the Tasks as they appeared in the approved Price Proposal for the original Job Order.

7. LIQUIDATED DAMAGES

7.1. At the sole discretion of the Owner, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.

Value of Job Order	Liquidated Damages	
\$0 to \$10,000	\$100/Day	
\$10,001 to \$50,000	\$250/Day	
Over \$50,000	\$500/Day	

8. ENR CCI ADJUSTMENT OF THE ADJUSTMENT FACTORS

- 8.1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the Owner and to Gordian. In the event the Contractor fails to deliver the request timely, then the Owner shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the Owner. Thereafter, the Contractor's Normal Working Hours and Other than Normal Hours Adjustment Factors will be adjusted according to the following:
 - 8.1.1. A Base Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the City of Chicago (published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
 - 8.1.2. A Current Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the average of the City of Chicago published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
 - 8.1.3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.

- 8.1.4. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months. The maximum increase shall be limited to 3% per year.
- 8.1.5. Averages shall be obtained by summing the 12 month indices and dividing by 12.
- 8.1.6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
- 8.1.7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
- 8.1.8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- 8.2. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- 8.3. Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.
- 8.4. The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

9. JOC SYSTEM LICENSE FEE

The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution includes Gordian's proprietary Gordian Cloud and Bid Safe® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement to obtain access to the Gordian JOC Solution. For City of Naperville Projects, the Contractor shall pay a 5% JOC System License Fee of all Job Orders issued in connection with this Contract. The JOC System License fee is to be included in the Contractor's proposed Adjustment Factors for City of Naperville Projects. If the JOC System License Fee changes during the course of the Contract, the Contractor's Adjustment Factors for City of Naperville Projects will be adjusted accordingly.

10. ORDER OF PRECEDENCE

In the event of conflicting provisions within the Contract Documents, the JOC Supplemental Conditions shall take precedence.

11. THE CONSTRUCTION TASK CATALOG®

The Construction Task Catalog® is part of the Contract Documents and included by reference. The Construction Task Catalog® is available as a separate PDF document.

12. THE TECHNICAL SPECIFICATIONS

The Technical Specifications are part of the Contract Documents and included by reference. The Technical Specifications are available as a separate PDF document.

13. FEDERALLY FUNDED WORK

- a. Wages for Federally Funded Work
 - i. Federal funds may be used on some Job Orders under this Contract. When Federal funds are used, the Contractor must pay the wage rates established by the U.S. Secretary of Labor in accordance with the stipulations contained in the Davis-Bacon Act, as amended, and have been established as being the rates for the corresponding classes of workmen employed for projects of a similar character in the locality where the Work is to be performed. The Minimum Wage Rates and Building Wage Determination apply to most Job Orders that are funded in any part by Federal Funds. The Contractor shall be notified by the Owner during the Joint Scope Meeting should Work be required that falls under the Minimum Wage Rates or a different wage determination. Other wage determinations can be found at http://www.gpo.gov/davisbacon/.
 - ii. The Contractor shall pay wages and fringe benefits at rates not less than those stipulated for each listed trade. A mistake in the indicated wages and fringe benefits will not entitle the Contractor to cancel the Work, to increase the Adjustment Factors, Job Order Amount, or to additional payments and recoveries.
- b. Federal Disadvantaged Business Enterprise ("DBE") requirements may be established for various projects. DBE requirements will be assigned on a Job Order-by-Job Order basis.
- c. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act
 - i. The Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability if qualified. The Contractor shall take affirmative action to ensure that applicants are employed, and that

employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the Contract, and may result in the termination of this Contract or such other remedy as the Owner deems appropriate.

- ii. The Contractor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.
- iii. The Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, the Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- iv. Miscellaneous Other Applicable Laws Rules and Regulations

On Job Orders funded directly by or assisted in whole or in part by and through the Federal Government, the Contractor shall comply with the following:

- The Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- 2. The "Anti-Kickback" Act of 1986 (41 U.S.C. Section 51 et seq.).
- 3. Sections 103 and 107 of the Contact Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- 4. The Federal Fair Labor Standards Act (29 U.S.C. Section 201 et seq.).

- 5. All other applicable Federal laws, rules and regulations, including but not limited to:
 - a. The Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.);
 - b. The Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.);
 - c. The Clean Water Act (33 U.S.C. 1368 et seq.);
 - d. The Clean Air Act, as amended (42 U.S.C. 7401 et seq.); and
 - e. The Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962).
- d. American Reinvestment and Recovery Act of 2009; Pub. L. 111-5 ("ARRA")
 - i. ARRA funds may be used on some Job Orders under this Contract. The Contractor shall be notified by the Owner during the Joint Scope Meeting should Work be required that falls under the requirements of the ARRA. In addition to the provisions above regarding Federally funded work, the following provisions shall also apply to Job Orders funded with ARRA funds.
 - ii. In accordance with ARRA Section 1604, no funds made available for a Job Order funded with ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - iii. Use of American Iron, Steel, and Manufactured Goods In accordance with ARRA Section 1605, neither the Contractor or its Subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States. This requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA Section 1605, and the head of the Federal department or agency, or his designee, involved finds that:
 - 1. This requirement would be inconsistent with the public interest;
 - 2. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - 3. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
 - iv. Whistleblower Protection The Contractor agrees to comply with ARRA Section 1553, which states: An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure

made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of— (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The Contractor further agrees that it and its Subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

- v. The Contractor agrees to comply with ARRA Section 902, which states that the United States Comptroller General and his representatives are authorized:
 - To examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract and
 - 2. To interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

The Contractor agrees that nothing in ARRA Section 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

- vi. The Contractor agrees to comply with ARRA Section 1515, which provides that any representative of the Inspector General has the authority
 - 1. To examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant and
 - 2. To interview any officer or employee of the contractor, grantee, subgrantee or agency regarding such transactions.

The Contractor agrees that nothing set forth in ARRA Section 1515 shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

- vii. The Contractor agrees to comply with ARRA Section 1609. All recipients must comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended, (42 U.S.C. 4371 et seq.), 40 CFR parts 1500 through 1508 and any State or local government requirements that implement NEPA. The recipient must follow the reporting instructions that will be provided online at www.FederalReporting.gov with respect to compliance with NEPA requirements and documentation for affected projects.
- viii. The Owner shall have access to ARRA records and employee information as necessary to conduct audits related to ARRA oversight. The Contractor agrees that the Owner, or any of its duly authorized representatives, at any time during the term of the Job Order Contract, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor related to the Contractor's charges and performance under A Job Order. Such records shall be kept by the Contractor for a period of three (3) years after final payment under each Job order, unless the Owner authorizes their earlier disposition. The Contractor agrees to refund to the Owner any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
- ix. The Contractor is required to provide to the Owner their unique Dun and Bradstreet "data universal numbering system" DUNS number prior to start of any Job Order that is funded wholly or in part with ARRA funds. Registration is free and be accessed at http://fedgov.dnb.com/webform.
- x. The Contractor agrees that it shall include these terms and conditions, including this requirement, in any of its subcontracts in connection with Job Orders funded in whole or in part with funds available under the ARRA.

BID 199-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #1

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: If a vendor has General Liability and Auto Liability policies that do not meet the minimum requirements, can the Umbrella policy be used to meet these requirements? Example: General Liability with \$1M each occurrence and \$2M general aggregate, Auto Liability with \$1M combined single limit and Umbrella with \$25M each occurrence/aggregate.

ANSWER: Yes, the portion of the Umbrella policy that is in excess of the \$2M required for each occurrence and aggregate can be used to meet the General Liability and Auto Liability requirements. For the example provided, there is \$23M of the Umbrella policy that can be used.

QUESTION: What does the vendor have to submit with the bid response to demonstrate they meet the insurance requirements?

ANSWER: The bid response due on Tuesday, December 10, 2019 by 2:00 p.m. does not require a bidder to submit materials that demonstrate that the vendor meets the insurance requirements. It is expected that the vendor identified as the lowest responsive and responsible bidder will meet the requirements or they will be determined to be non-responsible and not recommended for award.

Bidders shall acknowledge this Addendum #1 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager November 18, 2019

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #2

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: The bid document states that the bid bond is \$25,000. What will be the amount of the performance and payment bonds?

ANSWER: See Section 8 (Performance Bond and Payment Bond) of the Instructions to Bidders:

- 8.1 Within ten (10) calendar days of acceptance of the Bidder's bid by the City, the Bidder must supply a Performance Bond and a Labor and Materials Bond in the amount of \$1,000,000 to bond City of Naperville Projects. The surety company must be licensed to do business in the state of Illinois. In the event that the parties agree to exercise an option period or the cumulative amount of work exceeds the amount of bonds submitted, the Bidder shall deliver a new Performance Bond and Labor and Materials Bond in \$1,000,000 increments.
- 8.2In the event that the proposer fails to furnish the above mentioned bonds within ten (10) calendar days after acceptance of proposal by the City, then the bid bond of the Bidder shall be retained by the City as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the proposer's failure to furnish said bonds.
- 8.3For ezIQC® Projects, the Bidder will provide a payment bond and/or performance bond per Project equal to 100% of the Job Order Price.
- 8.4The cost of all bonds for City of Naperville Projects and for ezIQC® Projects shall be included in the Adjustment Factors.

Bidders shall acknowledge this Addendum #2 in the Offer to Contract.

Attachments:

• n/a

Kim Schmidt Procurement Manager 11/18/19

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #3

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: How many vendors does the City intend to award the JOC contract?

ANSWER: It is the City's intention to award the contract to one vendor. However, the City reserves the right to make additional awards.

QUESTION: Can you please provide the adjustment factors vendors submitted with the previous RFP?

ANSWER: Below is a table showing the adjustment factors submitted by the shortlisted vendors for Contract 11-082:

Vendor	Normal Working Hours	Accelerated Schedule	Non Pre- Priced Adjustment Factor	Calculated Cost
FH Paschen	0.9800	1.0000	1.0500	\$998,000
Paul Borg	0.9600	0.9800	1.0600	\$984,000
KR Miller	1.1325	1.1750	1.1500	\$1,144,500

Contract 11-082, Job Order Contract, was conducted as a Request for Proposals (RFP). Per the RFP document, the proposer with the lowest quality adjusted cost was recommended for award. Although Paul Borg submitted the lowest adjustment factors, FH Paschen was recommended for and awarded Contract 11-082 because it had the lowest quality adjusted cost as shown in the table below:

	Qualification		Quality Adjusted
Vendor	Score	Calculated Cost	Cost
FH Paschen	75.4	\$998,000	\$1,323,607
Paul Borg	70.8	\$984,000	\$1,389,830
KR Miller	64.8	\$1,144,500	\$1,766,203

For this Job Order Contracting Services contract, the City has decided to conduct a bid rather than an RFP. Award will be recommended to the responsible bidder submitting the lowest responsive bid.

QUESTION: The City's portion of the work is estimated to be \$1M annually. What is the estimated value of the other communities.

ANSWER: Since the contract began on June 9, 2011, the total annual value of non-Naperville projects has ranged from \$1.1M to \$6.1M. In 2019, approximately \$950,000 has been awarded for non-Naperville projects through the end of September.

Bidders shall acknowledge this Addendum #3 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 11/20/19

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #4

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: Is the bid deposit and bid security one in the same. The deposit requires 10% of the bid and the bid security states \$25,000.00 of the total bid.

ANSWER: Yes, they are one in the same. A \$25,000 bid bond is required to be submitted with the bid response; please disregard the 10% bid deposit language.

Bidders shall acknowledge this Addendum #4 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 11/27/19

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #5

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: After looking at the response to Addendum No 3 regarding the previous award, my questions are:

- 1. How do you calculate the qualification score?
- 2. How do you calculate the "Calculated Cost"?
- 3. How do you calculate the "Quality Adjusted Cost"?
- 4. How do you determine the Accelerated Schedule factor?

Are you using all of the above to determine the winner of this BID?

ANSWER: The prior award for Job Order Contracting Services (11-082) was conducted as a Request for Proposals (RFP). This process is not being used for the current procurement (19-013).

19-013 is being conducted as an Invitation for Bids (Bid) rather than an RFP. The City intends to award the bid to the responsible bidder submitting the lowest responsive bid (See Section 7.4 of the Instructions to Bidders on pages 22 and 23 of the bid document).

- <u>Lowest Bid</u>: The bid with the lowest Award Criteria Figure as calculated on the Bid Worksheet.
- Responsive Bid: A bid that conforms to the requirements in the Bid Document in all material respects. The Bid Response section of Appendix C (page 61 of the bid document) identifies the required documents that must be completed and submitted as part of the bid response prior to the bid opening time.
- Responsible Bidder: A bidder who has the capability in all respects to perform fully the contract requirements and possesses integrity and reliability that will ensure good faith performance.

Bidders shall acknowledge this Addendum #5 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 12/3/19

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #6

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: When submitting a bid on Demandstar, the first page has a bid amount line that is required to be filled in. Will this be the Award Criteria Figure as there is no actual dollar value on the bid?

ANSWER: Correct – The calculated Award Criteria Figure from the Bid Worksheet should be entered into the bid amount line when entering your submission in Demandstar.

Bidders shall acknowledge this Addendum #6 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 12/3/19

BID 19-013 JOB ORDER CONTRACTING SERVICES

ADDENDUM #7

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

CLARIFICATION

QUESTION: With respect to references, is it acceptable to list three JOC projects from one JOC Order Contract or are you looking for 3 different jurisdictions? Or can we list one JOC jurisdiction and two non JOC references?

ANSWER: Bidders should provide three references with comparable Job Order Contracting experience in order to best demonstrate that your firm has the capability to perform the contract requirements. The City leaves it up to the bidder's judgement as to how you can best demonstrate your capabilities.

QUESTION: We are aware that you have every intention of awarding one (1) contract for this bid. But we are wondering how many vendors you think you will actually be awarding this contract to. Our company is a small business but has not done maintenance of bridges, streetscape, masonry etc. We mainly do existing interior building renovations and repairs- so my question is, would you think this type of contract would be outside of our scope of services?

ANSWER: Based upon the amount of work the City has historically performed with the JOC contract, we expect to award to one vendor. It is the intention that the awarded vendor will either be able to perform the services or will subcontract them out and act as the general contractor for any subcontracted work. It is also the intention of this contract that it will be a joint purchasing contract and the awarded vendor will have the capacity to provide JOC services to other public entities in the six-county region as well as other public entities throughout the state. The City would look to each vendor to determine if they have the capacity to perform these functions.

Bidders shall acknowledge this Addendum #7 in the Offer to Contract.

Attachments:

N/A

Kim Schmidt Procurement Manager 12/4/19

Supplemental Specifications

The requirements set forth in these Supplemental Specifications will apply as required by an individual Job Order (sometimes referred to in these Supplemental Conditions as "the Project"). In these Supplemental Conditions, the Owner may also be referred to as "The City."

ARTICLE 1. - TEMPORARY STRUCTURES, SIGNS, FENCES, FIELD OFFICES AND PHONES

- A. <u>Structures</u> As required for individual Job Orders, the Contractor shall construct and maintain, in locations approved by the Owner, all temporary structures, material sheds, storage sheds, or other similar enclosed structures required for the performance of this Contract. All temporary structures are to be removed from the site by the Contractor upon completion of the Project, or sooner, if so requested by Owner.
- B. NOT USED
- C. Construction Fence As required for individual Job Orders, the General Contractor shall furnish, erect and properly maintain a temporary chain link fence, 6'-0" high complete with privacy fabric, man and vehicle gates as appropriate for the project conditions, around entire area of the site, which shall remain in place until such time as directed by the Owner to be removed. The fence shall be located on the Contract Limit Line or where the progress of work dictates.
- D. NOT USED
- E. NOT USED
- F. NOT USED

ARTICLE 2. - TEMPORARY HOISTS, CHUTES, DERRICKS, SCAFFOLD, STAIRS, ETC.

- A. <u>Contractor to Provide</u> The Contractor shall furnish and maintain all equipment such as temporary hoists, chutes, derricks, scaffolds, staging, stairs, ramps, runways, ladders, and similar items required for the proper execution of its work, and shall provide or arrange for the use of such facilities by all subcontractors or trades as required to carry out the work, and shall remove or arrange for the removal of all such items when no longer required.
- B. <u>Legal Requirements</u> All such apparatus, equipment and construction shall meet the requirements of the labor laws and regulations applicable thereto and of the authorities having jurisdiction over same.
- C. Removal of Rubbish No materials, rubbish or debris will be permitted to drop free, but shall be removed by use of the material hoist, rubbish chute (closed, dust-tight type) or other method approved by the Owner. Rubbish shall be removed frequently; daily from the building, weekly from the site.
- D. Protection of the Work No materials will be permitted to be passed through the finished openings of the exterior walls without proper protection of the openings in a manner approved by the Owner. Hoists and chutes shall be so protected as to prevent damage, staining or marring of any permanent work.
- E. <u>Temporary Stairs</u> As required for individual Job Orders, permanent stairs shall be erected as soon as possible and the Contractor shall provide same with temporary protective treads, risers, handrails and shaft protection. The Contractor

- shall provide safe, convenient access from floor to floor as the construction progresses. Permanent ladders and stairs may be used when available, providing same shall be safely prepared for such use. All devices so used shall conform to the Standards prescribed in the Safety Code for the Construction Industry, to OSHA, and such other codes as are applicable.
- F. <u>Temporary Sidewalks The Contractor shall erect temporary sidewalks as required where existing sidewalks are rendered inadequate by work on the Project site. Temporary sidewalks shall be complete with all necessary timber uprights, braces, crossbeams, plank walk, railings and the like, all installed in such manner so as not to interfere with the execution of the work, or safety and convenience of all persons using walks.</u>
- G. <u>Temporary Sidewalk and Materials Bridges</u> The Contractor shall erect temporary sidewalks and materials bridges, if required, where building operations are conducted within 30 feet of public sidewalks in order to provide adequate protection to the public and the Owner during the execution of the work. Construct bridges shall be complete with necessary up-rights, braces, cross beams, plank top and screened guard rails on all sides and ends, and with watertight ceiling, lighting, signs and safety barricades, all in strict accordance with the requirements of local ordinances and regulations.

ARTICLE 3. - TEMPORARY SERVICES (GENERAL)

A. As required for individual Job Orders, the Contractor shall arrange for the furnishing and maintaining of all temporary toilets, water supply, light and power, heating, and local telephone service as required for the proper and expeditious completion of the Project. The Contractor shall provide metering for temporary water and electrical utilities. The Contractor shall make all connections to existing services and sources of supply, shall provide all necessary installations, labor, materials, and the like, in a manner subject to the approval of the Owner, and shall remove the temporary installations and connections when no longer required, or when so directed by the Owner.

ARTICLE 4. - TEMPORARY TOILETS

- A. As required for individual Job Orders, the Contractor shall provide, erect, service and maintain temporary toilets of an approved type at convenient locations on the premises, and through the building as construction progresses, for use by all trades and subcontractors on the Project. The Contractor shall connect same to existing sanitary sewer lines or to the building sanitary sewers as completed. Toilets shall be maintained in a sanitary condition and equipped for the use of all workmen.
- B. When permanent facilities can be provided within the building, the temporary structures and facilities shall be removed and disposed of by the Contractor closing all temporary openings in an acceptable permanent manner. The permanent facilities shall be limited to those directed by the Owner. They shall be serviced regularly and returned to the Owner in first class condition when the project is completed.

ARTICLE 5. - TEMPORARY WATER AND FIRE PROTECTION

- A. As required for individual Job Orders, the Contractor shall provide and pay for the installation, maintenance and removal of a 2-1/2" combination temporary fire protection and service water stand pipe at 1/4 points of the building total of four stand pipes, for use by all trades and subcontractors on the Project. Each stand pipe, at each floor, shall be equipped with 1 1-1/2" valve, 100 ft. of fire hose in an enclosure painted red, plainly marked for fire only, plus two 3/4" hose bibs not enclosed. The fire hose shall be maintained in operable condition at all times and shall be used only for fire protection. Any trades and subcontractors requiring water at points other than those above shall be responsible for, and pay for any extension necessary.
- B. The stand pipes shall be installed as quickly as construction permits and shall be extended floor by floor as the building construction progresses.
- C. In addition to the fire hose, the Contractor shall provide and install one ABC type fire extinguisher and one CO2 type fire extinguisher at each fire hose location. The extinguishers shall be in an enclosure, painted red, and plainly marked for fire only.
- D. In addition to the fire protection described above, wherever and whenever any soldering, cutting, burning or welding operations are in progress or any equipment is in use, or any work is being performed that involves a fire hazard, the Contractor responsible for such operation shall be responsible for maintaining an acceptable fire extinguisher within five feet of such an operation. At all times when any of the previously described operations are being performed that might result in flying sparks, hot slag, etc., the Contractor responsible for the operator's performance shall furnish a fire blanket of sufficient size to prevent the sparks, hot slag, etc., from coming in contact with combustible material. In particular, guard against passing of sparks, heated slag, etc., through pipe sleeves, duct openings, conduit openings or similar apertures by the use of an asbestos blanket.
- E. The Contractor shall pay for all service deposits and water used for construction, and shall furnish and install all materials and equipment necessary for a metered water service, for use by all Contractors on the Project. Further, the Contractor shall fully inform itself as to connection point or points and water pressure available.

ARTICLE 6. - TEMPORARY LIGHT AND POWER

- A. The Contractor shall arrange for all temporary electric light and power for the work of all trades and subcontractors as required throughout the work. The Contractor shall pay all costs for the installation, maintenance and use of equipment for such temporary light and power, including metering of temporary electrical power.
 - 1. The Contractor shall make all necessary arrangements to provide temporary electrical power, to arrange for its distribution, to continue its service throughout construction, to remove same as outlined herein.
 - 2. Electrical power at 120/208/480 volts 3 phase, 4 wire capability may be available within convenient reach of the project.
 - 3. Temporary lighting to comply with applicable federal and state codes shall

be continuously provided in all stairways, corridors, and in all other work areas for all trades and subcontractors on the project. The Contractor shall also provide as needed; area flood lights, guard lights at barricades, obstructions in streets, drives, walks and at all trenches or pits adjacent to public areas within the area of construction by any trades and subcontractors on this project.

- 4. As required for individual Job Orders, the service entrance shall terminate in a minimum of two 400 ampere fused NEMA 3R rain tight main switches. From the service entrance location there shall be a minimum of two 400 ampere feeders to a minimum of two fused distribution panel boards on each floor. Such distribution panel boards shall be located at third points of the building and shall contain proper fusing for all temporary wiring extensions. Transformers required for the service outlined shall be provided as a part of the service entrance.
- 5. Temporary distribution from these panels shall provide single phase, 120 volt, 20 ampere service to outlets within 50 feet of any portion of the building, and a single phase, 208 volts, for a 10 horsepower maximum capacity within 200 feet of any portion of the building. Outlets and bulbs shall be provided by the Contractor to produce not less than 1/5 watt per square foot of floor area throughout the building.
- 6. All temporary wiring shall include a green equipment grounding conductor and the entire temporary system shall have equipment grounding continuity. All outlets for the connection of portable electrical equipment shall be of the grounding type. All elements of the temporary electric service shall conform to the regulations of the National Electric Code, the National Electric Safety Code, the Safety Code for the Construction Industry, and O.S.H.A., which shall include such ground fault service as required to protect operating personnel.
- 7. All trades and subcontractors shall furnish any necessary wiring and extension cords to reach from the nearest outlet to his point of operation. All such devices shall conform to the above provisions or be rejected for use by the Owner.
- 8. No permanent power from permanent sources shall be used without the Owner's written permission indicating the conditions whereby it may be used. Consideration will not be given for the use of lights, wiring devices or other electric equipment until the building is in the finishing stages or unless it is in the Owner's interests.
- 9. The Contractor shall maintain strict supervision over the use of the temporary electric service and shall be responsible for damages caused by misuse of same. Violation of safe practices, abuse of the service, or failure to conform to the above standards shall be sufficient cause for the Owner to take such action as will correct the condition.
- 10. Upon completion of the Project or when directed by the Owner, all temporary light and power equipment shall be removed by the Contractor.

ARTICLE 7. - TEMPORARY HEATING

- As required for individual Job Orders, the Contractor shall be responsible for furnishing and installing and subsequent removal of a temporary heating system, for use by all trades and subcontractors on this Project, within the new building as weather and construction conditions demand, and as required for the installation of any material or for working conditions required by any trade or trades within the building. Temporary heat shall be provided to prevent freezing within the building, to provide suitable working conditions, to assure progress of the operation within the established schedule time, and to conform to specific requirements of the Contract Documents. In areas where finishing trades are working or have completed their work, temporary heat shall be maintained at a uniform temperature of 70° F., (-10°) until the completion of the Project.
- B. The Contractor shall provide for all materials, labor, water, tools, electric wiring, fuel, and electric power, operating services and any items incidental and required for a complete and operable system of temporary heat, so long as <u>any</u> system of temporary heat is in operation and required by any trade or crafts within the building.
- C. As required for individual Job Orders, the Contractor shall maintain a system of temporary heat until total completion and final acceptance by the Owner, even though the Owner may occupy the building in part or in total.
- D. Equipment shall be oil or gas fired, electric blower operated, and shall not require a vent from the heated space. Open flame type units similar to Salamanders shall not be used.
- E. All spaces where temporary heat is required shall be maintained at a minimum of 50° F. during working hours and at a minimum of 40° F. during non-working hours, or as required for building construction or any trade requirements. Also, for a minimum of seven days prior to any interior finishing, (wood, painting, varnishing, resilient tile, acoustical ceilings, etc.), and until final acceptance by Owner or during partial occupancy by Owner, spaces shall be maintained according to design conditions on a 24 hour, 7 days basis.
- None of the permanent heating systems nor any of their component parts shall be available for temporary heat until the building is in the finishing stages, (finish painting, varnishing, paneling, wood, resilient tile, acoustical ceiling, etc.). The permanent heating system must be completely installed as designed when used to supply temporary heat; this shall include permanent wiring connections to a permanent power source. The Contractor shall make its request, in writing, to the Owner to use the permanent heating systems. The Owner shall be the sole judge of building conditions and heating system conditions concerning the permission to use the permanent heating systems for supplying temporary heat.
- G. The Contractor shall be responsible for all phases of operation, maintenance, and items of like nature during the time the permanent system is used to furnish temporary heat. The Contractor shall assume all responsibility of coordination among other trades and subcontractors concerning the installation of their permanent systems for use for temporary heat and extension of the warmth. Warranties on the permanent system shall start at the time of substantial completion.

H. At the termination of the use of the permanent systems as a temporary heating system, the systems shall be cleaned, equipped with new filters, equipped with new belts if required, etc., and any damage repaired or replaced at the expense of the Contractor.

ARTICLE 8. - TEMPORARY USE OF ELEVATORS

- A. <u>Temporary Use</u> The Contractor may arrange for the temporary use of elevators by all trades and subcontractors, if required, during the construction period, to transport equipment and materials only during the finishing stages of the Project.
- B. <u>Temporary Cars</u> The Contractor shall furnish the required cars with car switch, gate contact, and all necessary operating and safety devices, city and state tests and certificates.
- C. <u>Temporary Cab Enclosures, Etc.</u> The Contractor shall provide the required cab enclosures, temporary hoistway entrances and hoistway doors, temporary protection of hoistway openings, protection of permanent hoistway entrances or other installed finished work, and such other items as are necessary to permit temporary operation in accordance with local, state and national codes. The Contractor shall provide all necessary maintenance of the elevators during the period of temporary operation. The Contractor shall restore elevators to their original perfect condition and furnish guarantee as specified. All costs in connection with operation of the temporary elevators shall be paid by the Contractor. The Contractor shall extend all guarantees and warranties for two (2) years from date of acceptance of the Project by the Owner.

ARTICLE 9. - TEMPORARY ENCLOSURES AND VENTILATION

A. As required for individual Job Orders, the Contractor shall provide temporary enclosures for all exterior openings, as soon as the building structure is erected and otherwise made weather-tight, or whenever necessary in order to provide suitable working conditions within the building. The Contractor shall provide suitable means for ventilation of the building and to permit the exit of water vapor from the building at all times. The permanent door enclosures shall not be used as temporary enclosures, but temporary doors with proper hardware to make them self-closing shall be provided.

ARTICLE 10. - PROTECTIVE COVERINGS AND MEASURES

- A. <u>Finished Surfaces</u> The Contractor shall protect all finished surfaces, including the jambs and soffits of all openings used as passageways or through which materials are handled, against any possible damage resulting from the conduct of work by all trades and subcontractors.
 - The finished surfaces shall be clean and not marred upon delivery of the project to the Owner. The Contractor shall, without extra compensation, replace, repair or refinish (as determined by the Owner) all such spaces where painted or finished surfaces prove to have been inadequately protected and are damaged.

- B. <u>Materials Stored on Finished Surfaces</u> The Contractor shall provide tight, non-staining wood sheathing under any materials that are stored on finished surfaces and shall provide planking on finished surfaces before moving any materials over those finished areas.
- C. Roof and Waterproof Surfaces Roof and waterproof surfaces shall not be subjected to traffic nor shall they be used for storage of material. Where some activity must take place in order to carry out the Work, adequate protection, subject to approval by the Owner, shall be provided by the Contractor.
- D. <u>Glass</u> All glass shall be protected and kept clean during the entire construction period by the Contractor. All damaged, etched, defaced or broken glass shall be replaced at the Contractor's expense.

ARTICLE 11. - TEMPORARY MATERIAL STORAGE

- A. The Contractor shall be responsible for and shall cooperate with other trades and subcontractors requiring storage at the site.
- B. All trades and subcontractors on all Projects shall be restricted to the "Contract Limit Lines" of the construction site and/or to any additional area as shown on the Site Plan for individual Job Orders. The Contractor shall verify locations with the Owner prior to storing any materials.
- C. All trades and subcontractors on all Projects shall confine equipment, storage of materials, and the operations of workmen to limits indicated on the drawings or by the Owner. Any area indicated on drawings or designated elsewhere by the Owner for storage of materials shall be returned to its original condition upon completion of the project at no cost to the Owner.
- D. Should additional area be required, it will be at the Contractor's expense; not on City property and no provisions can be made for acknowledging such stored materials for monthly payment on materials.

ARTICLE 12. - EXISTING UTILITIES

- A. <u>Notification of Utility Companies</u> The Contractor, in accordance with local laws and ordinances, shall notify appropriate utilities, with copy to the Owner, not less than 48 hours in advance of any excavation or work in, around or on utility lines.
- B. Protection and Maintenance of Existing Utilities Existing utilities that may be indicated are shown in their approximate locations from available information. The Contractor shall ascertain exact locations of utilities that may be affected by the work of all Contractors on the Project, and shall be responsible for the protection and maintenance of such utilities, and shall be responsible for any damage or injury that may result from working on or near these utilities.
- C. <u>Utilities Not Indicated</u> If existing utilities are encountered which are not indicated on the drawings, the Contractor shall protect such utilities and notify the Owner of their presence. If any such utilities not indicated on the drawings which are to remain in service are damaged by any of the trades and subcontractors, the Contractor shall take such action as reasonably required to minimize the damage and shall promptly restore the system to operating condition.

ARTICLE 13. - SUBSURFACE CONDITIONS

- A. Boring information, water levels, indications of surface and subsurface conditions and similar information given on the drawings or in the specifications are furnished only for the convenience of the Contractor, trades and subcontractors. Logs of available subsurface explorations, borings and drawings of existing site conditions may be examined by arrangement with the Owner. The Owner and its Consultants, if any, make no representation regarding the character and extent of the soil data or other surface or subsurface data and conditions to be encountered during the work and assume no responsibility and make no guarantee as to the accuracy or completeness of the information.
- B. The Contractor by careful examination, shall inform itself as to the nature and location of the Work, the conformation of the ground, subsoil and ground water conditions, the character, quality and quantity of the materials to be encountered, the character of equipment and the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work for any Project under this Contract. The Contractor shall make its own deductions of surface and subsurface conditions which may affect methods or cost of construction of the Work of its Contract and the Contractor agrees that it will make no claim for damages or other compensation, should he encounter conditions during the progress of the work different from those as calculated and/or anticipated by him.

ARTICLE 14. - TEMPORARY ACCESS TO SITE AND PARKING

- A. Existing Roadways, Temporary Roadways and Parking Areas
 - Access to the Project site shall be identified on a Job Order-by-Job Order basis. Parking of cars shall be restricted to the limits of the site or on streets where public parking is permitted. Parking of cars will not be permitted on other parking lots, drives or roads of academic or residential buildings.
 - 2. As required for individual Job Orders, the Contractor shall provide access to the building by temporary roads and walks in the area indicated by the Owner. The Contractor shall maintain the temporary roads and walks in continuous serviceable and clean condition throughout the course of the Project. The main roads must remain open to vehicle and pedestrian traffic at all times. Materials so used for the temporary roads and walks shall be removed from the site, and the location of same shall revert to the schedule of construction in such a manner as may provide for completion of the work on schedule, unless same are a portion of the permanent construction and completed later.
 - 3. The Contractor shall keep adjacent city streets free from mud or debris deposited thereon as a result of operations for all Projects under this Contract. The Contractor shall maintain and restore such streets to their original condition.
 - 4. Owner will notify Contractor if there is no Project-related parking available on near the Project Site. In that event, locating and payment for parking in areas generally available to the public will be the responsibility of the Contractor.

ARTICLE 15. - SITE DRAINAGE

A. <u>Contractor's Responsibility</u> – As required for individual Job Orders, the Contractor shall take over the responsibility for site drainage upon entering the premises and shall maintain such drainage during the life of the Project in a manner approved by the Owner and so as not to adversely affect the construction, the building during various stages and the adjacent areas.

ARTICLE 16. – PUMPING

A: Pumping – As required for individual Job Orders, the Contractor shall, during the progress of the Work of, provide and maintain all required pumps, suction and discharge lines, power, etc., in sufficient number, capacity, and configurations to keep all excavations, pits, trenches, footings, foundations, and the entire property area free from accumulation of water from any source whatsoever, and also keep the building dry and free of water, at all times and under any and all circumstances and contingencies that may arise.

ARTICLE 17. - ELECTRONIC CAD FILES & AS-BUILT FIELD DATA

- A. As required for individual Job Orders, the Contractor shall keep at the Project site a complete set of full size blueline prints of the drawings, reproduced at Contractor's expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:
 - 1. The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
 - 2. The locations and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
 - 3. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.
 - 4. Correct elevations if changes were made in site grading from the contract plans.
 - Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
 - 6. The topography and grades of all drainage installed or affected as part of the project construction.
 - 7. All changes or modifications from the original design and from the final inspection.
 - 8. Where the drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option

- not used shall be deleted.
- These deviations shall be shown in the same general detail utilized in the contract drawings. Markings of the prints shall be pursued continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked data shall be referred to and marked as "As-Built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the Owner's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the Owner or the Owner's representative, if any, and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

B. Submittal of the As-Built Field Data

- The As-Built Field Data (one set of scanned tif files from each sheet of the original paper mark-up as-builts, *see below for tif file format info., 4 sets of hardcopy drawings from CAD as-builts, 1 set of CAD files and one set of pdf files created for each sheet of the CAD as-builts) shall be submitted to the Owner or the Owner's representative, if any, for review and Substantial Completion will not be granted until these items are received and approved by the City. CAD drawings are to be made complying with the current City's CAD standards.** If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings to to Owner or the Owner representative, if any, within 10 calendar days of receipt.
- 2. As required for individual Job Orders, the Contractor shall work with to Owner or the Owner's representative, if any, regarding the project CADD drawings; either to utilize these CADD files to produce record drawings, or pay to Owner or the Owner's representative, if any, to produce the project As-Built CADD files. For City designed projects, coordinate with the City to determine if the City will produce the CADD as-builts, and if so then what allowance will be given for this from the Contractor.
- *Scanned tif files for each sheet of the original paper mark-up sets should be submitted in the following format:
- 400dpi TIFF / CCITT Group 4 format (black and white), each scanned tif file should be named the same as the drawing sheet number.
- **The City has adopted the National CAD Standards. The Contractor may purchase a copy of the National CAD Standards from this web site: https://www.nationalcadstandard.org/ncs6/ to learn more about it.

ARTICLE 18. - MAINTENANCE AND OPERATING INSTRUCTIONS

A. <u>Maintenance Instructions</u> — The Contractor shall orient and instruct the maintenance personnel designated by the Owner in the operation of all equipment installed by the Contractor.

B. Catalogs, Operating Instructions, Parts, etc. – As required for individual Job Orders, the Contractor shall furnish to the Owner three (3) complete sets of printed Maintenance and Operating Instructions and parts lists for all operating, general, mechanical, electrical, and control equipment and all other manufactured items installed by the Contractor. The operating instructions shall integrate each piece of equipment in any one system in to a numbered step by step sequence of operation. The parts listed shall consist of exploded views or parts listing, with all component parts numbered, for each piece of operating or expandable equipment. These operating instructions and parts lists must be furnished to the Owner prior to the time when the equipment is checked out and turned over to the Owner for operation or before the final payment on the Contract will be processed.

ARTICLE 19. - CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT

A. The Contractor, trades, and subcontractors, manufacturers and suppliers furnishing materials and equipment shall identify, ship, address, consign, etc., all such materials and equipment to the Contractor by giving the name of the Contractor, name of the Project, the street or post office address and the city and under no circumstances may shipments be directed to, or in care of The City. It shall be the sole responsibility of the Contractor, trades, and subcontractors to observe this requirement, and failure to do so shall in no way be construed as a justifiable construction delay.

ARTICLE 20. - OWNER FURNISHED MATERIALS AND EQUIPMENT

- A. Owner's Equipment The Contractor or its trade and subcontractors shall permit the Owner to place and install equipment in accordance with a mutually-agreeable schedule before the completion of its work. The placing and installation of equipment shall not in any way be construed as evidence of the completion or acceptance of the work or any portion thereof.
- B. Owner Furnished Materials and Equipment -- Such equipment or materials noted, indicated or scheduled to be furnished by the Owner and installed by the Contractor shall be carefully examined by the Contractor immediately after delivery to the site, and any and all conditions which would prohibit the proper installation or operation of this equipment shall be noted and the Owner informed thereof before acceptance of the materials or equipment for installation. The Contractor shall assume responsibility for such equipment and materials upon receipt thereof, and shall pay for any damage occurring after delivery.

ARTICLE 21. - LABOR CONDITIONS

- A. The Contractor shall take all steps necessary to avoid any labor disputes or jurisdictional disputes, and strikes or delays resulting therefrom.
- B. The Contractor shall install in the Work, and use in the prosecution of the Work, only such materials, equipment and appliances as are produced and installed or applied without involvement in labor jurisdictional disputes, infractions or interferences, and strikes or delays resulting therefrom.

C. The Contractor shall take all necessary steps to insure labor harmony on the Project and to perform work in accordance with federal, state and local labor regulations. No extra payment shall be due for doing work under this provision, or for delays or damages for failure to observe such requirements.

ARTICLE 22. - CONSTRUCTION LOADS ON BUILDING STRUCTURES

A. The structure in or on which an individual Job Order is undertaken is designed to support only the loads of the finished building. No provision is included for stresses or loads imposed by construction operations. It is the Contractor's responsibility to determine whether or not the loads required for completion of the Work can be supported by the existing structure or if additional supports are required. It is the Contractor's responsibility to submit drawings and calculations prepared by, and bearing the seal of a Professional Engineer of the proposed method for supporting such loads for the Owner's review and approval. No loading of any kind in excess of design loads shall be placed on any part of the building structure prior to Owner's approval of submitted drawings and calculations.

ARTICLE 23. - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of these non-discrimination provisions.
 - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on the behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability.
 - 3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order #11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for

- employment.
- 4. The Contractor will comply with all provisions of Executive Order #11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5. The Contractor will furnish all information and reports required by Executive Order #11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6. In the event of the Contractor's non-compliance with the Equal Opportunity conditions of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures, authorized in Executive Order #11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- B. The Contractor will include verbatim all of paragraphs 1 thru 6 inclusive of this Article in every subcontractor purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order # 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the appropriate agency of the Federal Government, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- C. Exempted from the above Equal Employment Opportunity conditions are construction contracts and subcontracts not exceeding \$10,000, suppliers, contracts, and material and equipment contracts not exceeding \$10,000 for standard commercial supplies or raw materials, and contracts and subcontracts under which work is performed outside of the United States where no recruitment of workers within the United States is involved.

ARTICLE 24. - STORM WATER WASTE DISPOSAL

- A. The Contractor is obligated under the Agreement to perform all work in compliance with applicable federal and state laws and regulations. This obligation expressly includes but is not limited to the following:
 - 1. The Contractor shall be responsible for the management of storm water runoff from the worksite.

- The Contractor shall be responsible for disposal, recycling or reclamation of all solid or hazardo us waste generated by its performance of the Work. The Contractor shall comply with all applicable state and federal regulations in handling, storing, transporting and disposing of solid or hazardous waste.
- 3. The Contractor acknowledges its recognition and understanding that "clean fill" is to consist only of uncontaminated rocks, brick, concrete, road demolition waste materials or dirt, and expressly does not include painted material and treated wood. Contractor shall dispose of any waste that contains painted materials and treated wood as solid waste.
- 4. Prior to the removal from the site of any solid waste or clean fill, the Contractor shall inform the Owner's Representative of the intended disposal site for the material. The Owner has the right, but not the responsibility to reject a site as suitable for the disposal of the material and the Contractor shall bear any cost or expense associated with identifying an appropriate alternative disposal site.
- 5. The Contractor shall provide the Owner's Representative with a copy of all transport and material acceptance documents related to the disposal of solid waste or clean fill, such as tare weights and bills of lading, upon receipt by the Contractor.
- 6. Within 10 days of shipment off-site of any hazardous waste, the Contractor shall provide the Owner's Representative with a copy of all hazardous waste manifests. The Contractor shall provide Owner's Representative with a copy of the manifest signed by the TSD (Treatment Storage and Disposal) company within 10 days of receipt by the Contractor.
- 7. Contractor shall pay Owner for any costs Owner incurs based on Contractor's non-compliance with this Section, including but not limited to repair or remediation costs, fines or penalties imposed on Owner by any regulating authority, and any fees or costs paid to attorneys or consultants arising out of a prohibited storm water discharge or improper disposal of solid or hazardous waste.

ARTICLE 25. - UNLAWFUL HARASSMENT

- A. The Contractor will not engage in, or tolerate by its employees, subcontractors or agents, any unlawful harassment, including sexual harassment as defined in this section. Harassment on the basis of race, color, religion, sex or national origin is a violation of Section 703 of Title VII of the Civil Rights Act of 1964.
- B. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
 - 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
 - 2. Submission to or rejection of such conduct by an individual is used as the

- basis for employment decisions affecting such individual, or
- 3. Such conduct has the effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or learning environment.
- C. The Contractor will ensure dissemination of this harassment policy to its employees and agents.

Chicago Tribune

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Chicago Tribune Company hereby certifies that it is the publisher of the Chicago Tribune; that the Chicago Tribune is an English language newspaper of general circulation, published daily in the City of Chicago, County of Cook and State of Illinois; that the Chicago Tribune has been so published continuously for more than one year prior to the date of first publication mentioned below and is further a newspaper as defined in Ill. Rev. Stat. Ch. 100, SS 5 & 10; that the undersigned is the duly authorized agent of the Chicago Tribune Company to execute this certificate on its behalf; and that a notice of which the annexed is a true copy was printed and published in said newspaper

On the following days, to-wit: Nov 12, 2019; Nov 26, 2019.

Executed at Chicago, Illinois on this

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Thicago Tribune

ADVERTISEMENT FOR BIDS BID 19-013
JOB ONDER CONTRACTING SERVICES
The City of Naperville, Illinols is accepting
bids to contract with a single qualified
Contractor to perform various construction
projects for the City of Naperville
through the Job Order Contracting (JOC)
procurement method. This contract may
be used to perform any work on facilities
or properties under the jurisdiction of the
City of Naperville including, but not limited
to, interior and oxterior building renovations
and repairs, site work, electrical, plumbing,
HVAC, concrete, masonly, maintenance of
bridges, roofing replacement and/or repairs,
streetscape repairs, and improvements to
City sites. This contract may also be used
as a joint purchase agreement between
the City, Naperville Community Unit school
District 203, Indian Prairie School District
204 and the Naperville Park District as well
as other agencies located within the six
county area and state of Illinois. The base
term of the contract is two (2) years from
January 1, 2020 through December 31, 2021.
There are two (2) option Terms, the duration
of each Option Term is two (2) years.

Those desiring to bid must obtain copies of the bid documents from Demandstar, the City's e-bidding service at www.demandstar. com. You can also access the e-bidding service through the City website at www.naperville.il.us/bidsrfps.aspx and click the "Go To Demandstar" button on the right, which links to the Demandstar e-bidding service.

Bids will be accepted in electronic format and must be posted prior to 2:00 p.m. local time, on Tuesday, December 10, 2019, via the DemandStar e-bidding service. Bids will be "opened live" and displayed immediately at 2:00 p.m. in the Finance Department by the Procurement Services Team. Contact Kim Schmidt at schmidtk@naperville.il.us for any questions.

The City reserves the right to reject any or all bkfs. Check the City's web site (http://www.naperville.ll.us/bidsrfps.aspx) for this and other contracting opportunities. 11/12,26/2019 6497651

CERTIFICATE OF PUBLICATION

The News-Gazette

The undersigned, THE NEWS-GAZETTE, INC. by its authorized agent, does hereby certify that said corporation is the publisher of The News-Gazette and that the same is the daily secular newspaper of general circulation published in Champaign, Champaign County, Illinois, and said newspaper is a newspaper as defined by 715 ILCS 5/5 (1992) and 715 ILCS 10/1 (1992); said publisher further certifies that the annexed notice was published in said newspaper, on the following date(s);

11/12/2019 11/26/2019

BID 19-013

LEGAL NOTICE CITY OF NAPE

Said publisher further certifies that the date of the first paper containing the said notice was on the first date hereinabove set forth and that the date of the last paper continuing the said notice was on the last date hereinabove set forth.

CITY OF NAPERVILLE ADVERTISEMENT FOR BIDS

Job Order Contracting Services

Job Order Contracting Services

The City of Naperville, Illinois is accepting bids to contract with a single qualified Contractor to perform various, construction projects for the City of Naperville through the Job Order Contracting (JOC) procurement method. This contract may be used to perform any work on facilities or properties under the jurisdiction of the City of Naperville including, but not limited to interior and extenor building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to City sites. This contract may also be used as a joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the six county area and state of Illinois. The base term of the contract is two (2) years from January 1, 2020 through December 31, 2021. There are two (2) Option Terms; the duration of each Option Term is two (2) years.

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Those desiring to bid must obtain copies of the bid documents from DemandStar, the City's e-bidding service at www.demandstar.com. You can also access the e-bidding service through the City website at www.naperville.it.us/bidsrfps.aspx and cick the "Go To DemandStar" button on the nght, which links to the DemandStar" button on the nght, which links to the DemandStar" button on the nght, which links to the DemandStar" button on the nght, which links to the DemandStar" butdon on the posted prior to 2:00 p.m. focal time, on Tuesday, December 10, 2019, via the DemandStar e-bidding service. Bids will be "opened live" and displayed immediately at 2:00 p.m. in the Finance Department by the Procurement Services Team. Contact Kim Schmidt at schmidtkenaperville.ii.us for any questions. The City reserves the right to reject any or all bids. Check the City's web site http://www.naperville.ii.us/bidsrfps.aspx; for this and other contracting opportunities.

The News-Gazette, Inc.

Publisher of The News-Gazette

Authorized Agent

Publisher's fee \$194.04 Ad # 1419703

*** Proof of Publication ***

STATE OF ILLINOIS COUNTY OF ROCK ISLAND CITY OF EAST MOLINE

The undersigned, hereby certifies that Lee Enterprises, Incorporated is a corporation, existing and doing business under the laws of the State of Delaware, licensed to do business in the State of Illinois, is publisher of The Dispatch/Rock Island Argus, and further certifies that the public notice attached hereto, was printed and published in said newspaper ______ time(s) in each week for ______ successive week (s), for publication dates as listed below.

City of Naperville

400 S. EAGLE STREET NAPERVILLE IL 60540

ORDER NUMBER 34617

The undersigned, further certifies that The Dispatch/Rock Island Argus is now and has been for more than one year continuously, a daily secular newspaper of general circulation published in the City of East Moline, County of Rock Island, State of Illinois, and further certifies that said newspaper has been continuously published at a regular interval of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that The Dispatch/Rock Island Argus is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that the annexed notice is a true copy, and has been regularly published in said paper.

IN WITNESSETH WHEREOF, Lee Enterprises, Incorporated has signed this Certificate by Deb Anselm, Publisher of The Dispatch/Rock Island Argus, or by her authorized agent this _____ day of _____ 20_1 (...

LEE ENTERPRISES, INCORPORATED
d/b/a THE DISPATCH/ROCK ISLAND ARGUS

By: Publisher or his/her Authorized Agent

Section: Legals

Date:

Category: 2611 Bid Notices

PUBLISHED ON: 11/12/2019, 11/26/2019

TOTAL AD COST:

169.44

FILED ON:

12/2/2019

LEGAL NOTICE CITY OF NAPERVILLE ADVERTISEMENT FOR BIDS

BID 19-013 Job Order Contracting Services

The City of Naperville, Illinois is accepting bids to contract with a single qualified Contractor to perform various construction projects for the City of Naperville through the Job Order Contracting (JOC) procurement method. This contract may be used to perform any work on facilities or properties under the jurisdiction of the City of Naperville including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to City sites. This contract may also be used as a joint purchase agreement between the City. Naperville Community Unit School District 204 and the Naperville Cork. Naperville Community Unit School District 204 and the Naperville Park District as well as other agencies located within the six county area and state of Illinois. The base term of the contract is two (2) years from January 1, 2020 through December 31, 2021. There are two (2) Oplion Terms; the duration of each Option Term is two (2) years.

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Bids will be accepted in electronic format and must be posted prior to 2:00 p.m. local time, on Tuesday, December 10, 2019, via the Demand-Star e-bidding service. Bids will be "opened live" and displayed immediately at 2:00 p.m. in the Finance Department by the Procurement Services Team. Contact Kim Schmidt at schmidtk@naperville.ll.us for any guestions.

The City reserves the right to reject any or all bids. Check the City's web site (http://www.naperville.il.us/bidsrhs.aspx) for this and other contracting opportunities





Official Certificate of Publication as Required by State Law and IPA By-Laws

Certificate of the Publisher

Gatehouse Media certifies that it is the publisher of the Rockford Register Star. Rockford Register Star, a secular newspaper, has been continuously published daily for more than 50 weeks prior to the first publication of the attached notice, is published in the City Rockford, County of Winnebago, Township of Rockford, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 2 times in Rockford Register Star, namely one time per week for 2 successive weeks. The first publication of the notice was made in the newspaper, dated and published on **November 12**, **2019** and the last publication of the notice was made in the newspaper dated and published on **November 26**, **2019**. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Rockford Register Star has signed this certificate by Gatehouse Media, its publisher, at Rockford, Illinois, on **November 26, 2019.**

City of Naperville Ad #RRS000259150

ashly Dillon

By:

Ashley Dillon

Legal Notice Representative

Rockford Register Star - Gatehouse Media

Publisher

(Note: Unless otherwise ordered, notarization of this document is **not** required.)

Ad attached

LEGAL NOTICE
CITY OF NAPERVILLE
ADVERTISEMENT FO
BID 19-013

Job Order Contracting Services
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AFFP 11/12, 26; 19-013

Affidavit of Publication

STATE OF ILLINOIS } SS COUNTY OF SANGAMON }

GateHouse Media Illinois Holdings, Inc., being duly sworn, says:

That she is Barbara Lovekamp of the Springfield Journal-Register, a daily newspaper of general circulation, printed and published in Springfield, Sangamon County, Illinois; that the publication, a copy of which is attached hereto,

November 12, 2019, November 26, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Barbara Lovekamp

Subscribed to and sworn to me this 26th day of November 2019.

Suzanne Winkler, Public Notary, Sangamon County,

Illinols

My commission expires: June 22, 2022

LEGAL NOTICE CITY OF NAPERVILLE ADVERTISEMENT FOR BIDS BID 19-013

Job Order Contracting Services

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00011025 00027101

Lois Hacker City of Naperville 400 S. Eagle Street Naperville, IL 60540 SUZANNE WINKLER

Olicial Seal

Notary Public - State of Illinois

My Commission Expires Jun 22, 2022

PAH) \$31128

*** Proof of Publication ***

THE SOUTHERN ILLINOISAN 710 N Illinois Avenue Carbondale, IL 62901 Ph: 618-529-5454

City of Naperville 400 S. Eagle Street Naperville IL 60540

ORDER NUMBER 10908

CERTIFICATE OF THE PUBLISHER

LEE ENTERPRISES hereby certifies that it is now and has been for more than one year continuously, d/b/a The Southern Illinoisan, a daily secular newspaper of general circulation, published in the City of Carbondale, the County of Jackson and the State of Illinois, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that The Southern Illinoisan is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

Section: Legals

Category: 0900 Legals PUBLISHED ON:

11/13/19 & 11/27/19

TOTAL AD COST:

\$192.81

FILED ON:

01/29/2020

Matthew Wilson

By

LEGAL NOTICE CITY OF NAPERVILLE ADVERTISEMENT FOR BIDS

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AFFIDAVIT OF COMPLIANCE

APPLICANT	Paul Mulvey
	Name
	6150 N Northwest Hwy
	Address
	Federal Tax I.D. # 36-4472206
	on of entering into a contract with the City of Naperville, and under oath and perjury and possible termination of contract rights and debarment, the
(Please Print	or Type)
Paul Mulvey	being first duly sworn on oath,
deposes and	states that he/she is President
	ner, a partner, a joint venturer, the President, the Secretary, etc.) of (Name of Company), the
	the foregoing bid, and that he/she has the authority to make any disclosures
	ons required by this Affidavit on behalf of the bidder and that all the
information co	ontained in this Affidavit is true and correct in both substance and fact.
	DISCLOSURE OF BENEFICIARIES
Naperville M disclosure of	Ordinance 85-193, an ordinance amending Title 1 (Administrative) of the funicipal Code, as amended, by adding Chapter 12 thereto requires certain interests by persons applying for permits, licenses, approvals or the City of Naperville.
A.	Nature of Benefit sought by the undersigned (state Bid or RFP No.). 19-013
B.	Nature of Applicant: (Please check one)
	1. Natural person 4. Trust/Trustee
	2. Corporation 5. Partnership
	3. Land Trust/Trustee 6. Joint Venture

	n entity other than described in Saracteristics of the applicant below.	ection B, briefly state the
N/A		
		7000mm
identify by na- shareholder in to or land trust, a j	er to subsection B you have check me and address each person of the case of a corporation, a benefic- ioint venturer in the case of a joint value interest, interest in profits and lossed ADDRESS PE	or entity who is a 5% ciary in the case of a trust venture, or who otherwise
1Paul Mulvey	7108 N Ozark Ave, Chicago, IL 60631	100%
2		
3.		
A		

IMPORTANT NOTE: In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

BID RIGGING AND BID ROTATING

Section 2: That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;

- D_i The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 3. The undersigned further states that: (check A or B)

- A. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
 - C. That he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above.
- **Section 4**. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

- **Section 5.** The undersigned will publish a statement:
 - A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;

- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Naperville, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The aforementioned company's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Naperville and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Naperville within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.

- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.
- **Section 6.** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he/she shall:
 - A. Take appropriate personnel action against such employee up to and including termination; or
 - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

- **Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Naperville because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
- **Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

EQUAL EMPLOYMENT OPPORTUNITY

- **Section 9.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.
- **Section 10.** In the event of the contractor'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 (hereinafter referred to as the Department) the contractor 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 the contract 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.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, citizenship status, national origin, veteran status, marital status, sexual orientation, gender identity or any other characteristic that is protected by law. Further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in 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, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will 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 contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will 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 the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human

- Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract 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 contract, the contractor 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 contractor 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.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor'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 bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, 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 and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

THE AMERICANS WITH DISABILITIES ACT

Section 14. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

ILLINOIS PREVAILING WAGE

Section 15. The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

EMPLOYEE SAFETY AND HEALTH

Section 16. The undersigned shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the City.

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

Signed by	F		>		
Name	Paul Mulvey	i.	4.4	100 mm (100 mm)	11
Title	President				

VILLAGE OF TINLEY... VEMCInsurance Companies Document A312 - 2010

Bond No. S009492

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Robe, Inc.

6150 N. Northwest Highway

Chicago, IL 60631

OWNER:

(Name, legal status and address)

City of Naperville 400 S Eagle Street

Naperville, IL 60540

CONSTRUCTION CONTRACT

Date: January 13, 2020

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company

P.O. Box 712

Des Moines, IA 50306-0712

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: \$1,000,000.00

One Million Dollars and 00/100

Description:

(Name and location) City of Naperville, JOC Contract Bid 19-013.

BOND

Date: January 13, 2020

(Not earlier than Construction Contract Date)

Amount: \$1,000,000.00

One Million Dollars and 00/100

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate

SURETY Company:

Robe, Inc.

Seal)

Employers Mutual Casualty Company

And Title: Attorney-in-Fact

Signature: Signature:

Name And Title: Name

William P. Maher

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067

847-303-6800

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- **§2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- §5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- **§5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or walved, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL ,		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:	-	Name and Title:	
Address		Address	

IC Insurance Companies Document A312 - 2010 AGENDA - 8/15/2023

SURETY:

place of business)

P.O. Box 712

(Name, legal status and principal

Employers Mutual Casualty Company

Des Moines, IA 50306-0712

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Robe, Inc.

6150 N. Northwest Highway

Chicago, IL 60631

OWNER:

(Name, legal status and address)

City of Naperville 400 S Eagle Street Naperville, IL 60540

CONSTRUCTION CONTRACT

Date: January 13, 2020

Amount: \$1,000,000.00

One Million Dollars and 00/100

Description:

(Name and location) City of Naperville, JOC Contract Bid 19-013.

BOND

Company: Robe, Inc.

Signature:

And Title:

Name

Date: January 13, 2020

(Not earlier than Construction Contract Date)

Amount: \$1,000,000.00

One Million Dollars and 00/100

Modifications to this Bond:

XI None

See Section 18

CONTRACTOR AS PRINCIPAL

(Corporate Seal)

Company:

SURETY

Employers Mutual Casualty Company

Signature:

Name

William P. Maher

And Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

Bond No. S009492

This document has important legal

completion or modification.

plural where applicable.

Bond.

consequences. Consultation with an

attorney is encouraged with respect to its

Any singular reference to Contractor, Surety,

Owner or other party shall be considered

The Document A312-2010 combines two

separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment

(Architect, Engineer or other party:)

Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067 847-303-6800

Init.

Document A312 - 2010

061110

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- §2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim: and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- §5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- §6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant;
 - .2 the name of the person for whom the labor was done, or materials of equipment furnished;
 - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - .4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Contraction Contract:
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
 - .7 the total amount of previous payments received by the Claimant; and
 - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or walved, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided below for addition	nal signatures of added p	arties, other than those appea	aring on the cover page.)
CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	



P.O. Box 712 • Des Moines, Iowa 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation

- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

William P. Maher

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: S009492

Principal

: Robe, Inc.

Obligee

: City of Naperville

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

1st day of July, 2018.

Seals



Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6 Todd Strother, Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of lowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Notary Sublic in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of Ja

January

2020

Vice President

OP ID: JW



ROBEI-2

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

02/07/2020

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 r rights to the certificate holder in lieu of such endorsement(s)

PRODUCER	708-258-5448	CONTACT Robert Randick			
The Bulow Group 18521 Spring Creek Road Unit B Tinley Park, IL 60477		PHONE (A/G, No, Ext): 708-258-5448	AX (C, No): 708-377-4178		
		E-MAIL ADDRESS:			
Robert Randick		INSURER(S) AFFORDING COVERAGE	NAIC #		
		INSURER A : Auto- Owners Insurance	18988		
INSURED		INSURER B : Accident Fund Insurance	10166		
INSURED Robe, Inc. 6150 N. Northwest Hwy Chicago, IL 60631		INSURER C: James River Insurance Company	12203		
		INSURER D : Nationwide	19100		
		INSURER E :			
		INSURER F:			

REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES 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,

ISR TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Pollution	х	х	07570696 00088548-1	01/03/2020		DAMAGE TO RENTED PREMISES (Ea occurrence)	,000,000 50,000 5,000
	X Pollution			00000040-1	02/07/2020	02/01/2021	PERSONAL & ADV INJURY	,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC						PRODUCTS - COMP/OP AGG \$ 2,	,000,000 ,000,000 ,000,000
A	AUTOS ONLY X OTHER: Pollution-per policy AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY	x	x	50570696	01/03/2020	01/03/2021	4	,000,000
Α	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTIONS 0			5057069601	01/25/2020	01/03/2021	EACH OCCURRENCE \$ 25, AGGREGATE \$ 25,	,000,000 ,000,000
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	х	ARP12001445500	01/03/2020	01/03/2021	E.L. DISEASE - EA EMPLOYEE \$ 1,	,000,000 ,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below Builders Risk			CIM13152Z	01/03/2020		E.L. DISEASE - POLICI LIMIT 5	500,000
C	Professional**			00088548-1	02/07/2020	02/07/2021	Each Act 2,	,000,000

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

RE: Bid#19-013, JOB ORDER CONTRACTING | (See Additional Insured verbiage on page 3)

CERTIFICATE	HOLDER
-------------	--------

CONAPER

CANCELLATION

City of Naperville **ATTN: Procurement Services Team** 400 S. Eagle St. Naperville, IL 60540

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

2hmer

IOTEPAD	INSURED'S NAME	Robe, Inc.	ROBEI-2 OP ID: JW	PAGE 2 Date 02/07/2020
**Professional	Liability -	Claims Made		

NOTEPAD:

HOLDER CODE CONAPER INSURED'S NAME Robe, Inc.

ROBEI-2 OP ID: JW

PAGE 3
Date 02/07/2020

Additional Insureds on a primary non contributory basis including completed operations as respects General Liability & Auto Liability. Waiver of Subrogation in favor of the Additional Insureds as respects General Liability & Auto Liability, & Workers Compensation, all the foregoing as required by a written & signed contract. Umbrella follows form.

City of Naperville, Naper Settlement, Naperville Heritage Society their Officers, Officials, employees, and Volunteers;

Policy Number 164604-07570696

166 | 5 | 5

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operation
THE CITY OF NAPERVILLE	
NAPER SETTLEMENT	
NAPERVILLE HERITAGE SOCIETY	

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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.
- 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.

Policy Number

164604-07570696

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
THE CITY OF NAPERVILLE	
NAPER SETTLEMENT	
NAPERVILLE HERITAGE SOCIETY	

- 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

Policy Number 164604-07570696

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:
 - 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.

CG 20 10 04 13

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Page 2 of 2

Policy Number

164604-07570696

COMMERCIAL GENERAL LIABILITY CG 20 01 04 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 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.



WORKERS' COMPENSATION INSURANCE PLAN

P.O. Box 40767 Lansing, MI 48901-7967 FAX: 844-778-1070

TOLL FREE: 866-221-9640

NCCI Carrier Code: 19968 EMAIL: Policy@AssignedRiskSolutions.com

AssignedRiskSolutions.com

Workers' Compensation and Employers Liability Insurance Policy

Renewal of Policy: ARP12001445500

Date of Mailing: 01/23/2020

Endorsement Effective Date: 01/17/2020

Policy Number	Policy Period	
	From	То
ARP12001445501	01/03/2020 12:01 A.M. Star described locat	01/03/2021 ndard Time at the lon

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WCIP

ITEM 1 - Named Insured and Address	Agency	
ROBE INC 6150 N NORTHWEST HWY CHICAGO, IL 60631-2126	THE BULOW GROUP 18521 SPRING CREEK DR STE B TINLEY PARK, IL 60477-6205	
Intrastate ID: 121161885	Tax ID #: 36-4472206	
Bureau Risk ID:	State ID #:	

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

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

Schedule

Naperville Heritage Society





WORKERS' COMPENSATION INSURANCE PLAN

P.O. Box 40767

TOLL FREE: 866-221-9640 Lansing, MI 48901-7967 FAX: 844-778-1070

NCCI Carrier Code: 19968 EMAIL: Policy@AssignedRiskSolutions.com

AssignedRiskSolutions.com

Workers' Compensation and Employers Liability **Insurance Policy**

Renewal of Policy: ARP12001445500

Date of Mailing: 01/23/2020

Endorsement Effective Date: 01/17/2020

Policy Number	Policy Period	
	From	То
ARP12001445501	01/03/2020 01/03/2021 12:01 A.M. Standard Time at the described location	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WCIP

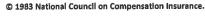
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This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Naper Settlement





WORKERS' COMPENSATION INSURANCE PLAN

P.O. Box 40767 Lansing, MI 48901-7967

TOLL FREE: 866-221-9640 FAX: 844-778-1070

NCCI Carrier Code: 19968 EMAIL: Policy@AssignedRiskSolutions.com

AssignedRiskSolutions.com

Workers' Compensation and Employers Liability Insurance Policy

Renewal of Policy: ARP12001445500

Date of Mailing: 01/23/2020

Endorsement Effective Date: 01/17/2020

Policy Number	Policy Period	
	From	То
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Schedule

City of Naperville, IL



STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION