APPENDIX "B"

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 J&L Electronic Service, Inc. (the "Contractor"), for the following work: a service provided by the Contractor as an independent contractor.

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 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 Four Hundred Thirty Thousand Six Hundred Twenty Four Dollars and Twenty Two Cents ($420,124.22). Within seven (7) 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. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

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 contact 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
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 is to be performed under this Contract is covered by said Act.

23. The contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor 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.

J&L ELECTRONIC SERVICE, INC. //JOHN PATRIZI//
Name of Contractor (please print) Submitted by (signature)

PRESIDENT
Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with the Title 7 of the 1964 Civil Rights Act as amended in the Illinois Human Rights Act as amended.

J&L ELECTRONIC SERVICE, INC. //JOHN PATRIZI//
Name of Contractor (please print) Submitted by (signature)

PRESIDENT
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
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.

J&L ELECTRONIC SERVICE, INC. //JOHN PATRIZI//
Name of Contractor (please print) Submitted by (signature)

PRESIDENT
Title

Certificate of Compliance with Illinois Prevailing Wage Act

The undersigned hereby certifies that the Contractor will comply with the Illinois Prevailing Wage Act, as follows: 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 website 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.

J&L ELECTRONIC SERVICE, INC. //JOHN PATRIZI//
Name of Contractor (please print) Submitted by (signature)

PRESIDENT
Title

Written Program that is in Compliance with the Substance Abuse Prevention on Public Works Project Act

CONTRACTOR’S CERTIFICATION
(PUBLIC WORKS PROJECT SUBJECT TO THE PREVAILING WAGE ACT)

JOHN PATRIZI, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

J&L ELECTRONIC SERVICE, INC., having submitted a proposal for: (Name of Company)

Radio Communications Console and/or 911 Telephone Technology System(s), specify either or both

Hereby certifies that the undersigned Contractor:

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: //JOHN PATRIZI//

Village of Tinley Park
16250 N. Oak Park Ave, Village of Tinley Park
16250 N. Oak Park Ave, Tinley Park, Illinois 60477

84
Officer or Owner of Company named above

Subscribed and sworn to before
me this ______ day of
________________, 20

_________________________
Notary Public

J&L ELECTRONIC SERVICE, INC.

BY: ______________________  // JOHN PATRIZI//  ______________________ Date

Printed Name: JOHN PATRIZI

85

Village of Tinley Park
16250 N. Oak Park Ave. Village of Tinley Park
16250 N. Oak Park Avenue Tinley Park, Illinois 60477
J&L ELECTRONIC SERVICE, INC.

BY: //JOHN PATRIZI//  .........................................................  17 APR 2015  
Printed Name:  JOHN PATRIZI  ...........................................  Date  
Title:  PRESIDENT  .........................................................  

VILLAGE OF TINLEY PARK

BY:  .........................................................  June 16, 2015  
David G. Seaman, Acting Mayor  
(requied if Contract is $10,000 or more)  
Date  
ATTEST:  .........................................................  June 16, 2015  
Village Clerk  
(requied if Contract is $10,000 or more)  
Date  

VILLAGE OF TINLEY PARK

BY:  .........................................................  June 22, 2015  
Village Manager  
Date  
