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 Airy’s, 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 Twenty Seven Thousand Two Hundred Ninety Five and 00/100 Dollars ($27,295.00). 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: May 31, 2016.

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 work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.

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 work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. 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 waiver or deferral of the same term or condition.

14. This Contract may only be amended by written instrument approved and executed by the parties.

15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.

18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. 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://labor.illinois.gov/. 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.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.
Exhibit A

Scope of Work

Introduction: The work to be done includes furnishing of all labor, material, transportation, tools, and supplies necessary to install, program, and start-up one VFD at the 167th Street pump station. The equipment will be retro-fit into an existing ABB ACH500 cabinet. All work shall be implemented in accordance with the manufacturer’s instruction and shall be performed in a manner satisfactory with the Village.

The work shall commence at such a time when the VFD are ready to be installed with the task being complete within ten business days; the work shall be complete no later than 31 May 2016.

Equipment: The VFD that are to be replaced shall be replaced with a new ABB ACH550 Series Variable Frequency Drive, or equivalent, as determined by the Village, that is rated at 200 Horsepower, 480 Volt, 3 Phase, 60 Hz. Alternate manufacturer’s or model’s requests must be submitted in writing to the Village for approval at least 10 working days prior to bid. Other equipment that needs to be included in the bid submittal: Keypad Extension Kit, Cooling Fans, and Cable & Lugs.

Installation: The VFD shall be retrofit inside an existing ABB ACH500 cabinet (82" h x 25 ¾ d x 32 5/8 w). Installation includes removing and disposing of existing drive components and retrofitting the cabinet for the new VFD. The contractor shall install the drive in accordance with the recommendations of the VFD manufacturer as outlined in the VFD installation manual. Power wiring shall be completed by the contractor, adhering to local and applicable NEC electrical codes based on the VFD input current. The contractor shall complete all wiring in accordance with the recommendations of the VFD manufacturer as outlined in the installation manual. The keypad shall be mounted in such a way that it is operable with the cabinet door closed. New cooling fans shall be installed with a thermostat to maintain proper cabinet temperature. The work includes interfacing the drive to the existing Programmable Logic Controller (PLC) for automated operation as follows:

1) The VFD shall be remotely operable via a digital input run contact.
2) The VFD shall accept a 0-100% speed signal connected via 0-10V analog input.
3) The VFD shall have digital outputs that report "ready/auto mode", "run", and "general fault" conditions.
4) The VFD shall be interrogable via MODBUS/TCP (ACH 550 with RETA-01 Module) for the following operating conditions: output speed/frequency, motor current, power (kW), kilowatt hours, drive temperature, fault status, and total operating hours. The use of third party gateways and multiplexers is not acceptable.
5) New Category 5 Shielded Twisted-Pair (STP) Ethernet cable shall be furnished between each drive’s MODBUS/TCP interface and the Ethernet switch located in the station SCADA Control Cabinet

Start-up: Start-up, drive programming, and operator training shall be provided. A start-up form shall be filled out for each drive with a copy provided to the Village, and a copy kept on file at the contractor. Three copies of all documentation shall be provided to the Village including connection and layout diagrams, installation manuals, and operating manuals.

Submittals: Submittals shall include the following information:
1) Outline the dimensions, conduit entry locations and weight.
2) Equipment layout diagram inside current cabinet.
3) Connection and power wiring diagrams.
4) Complete technical product description to include a complete list of options provided. Any portions of this specification not met must be clearly indicated or the supplier and contractor shall be liable to provide all additional components required to meet this specification.

Safety and Communication: The contractor shall follow any and all applicable labor and safety rules, laws, and regulations. It shall be the contractor’s responsibility to co ordinate with the PW Department as to taking a motor/pump out of service to remove the old VFD and to install the replacement. In the event of any damage, it must be reported to the Village’s Public Works Foreman for Water and Sewer, or his designee, immediately.

The contractor must be able to communicate with Village staff in a professional and courteous manner at all times.

The contractor shall pick up, collect, and dispose of all debris generated by this project.

FY2106 VFD v2.0
The contractor shall provide, and have in place, all worksite protection devices, men working signs, cones, etc., required to provide for safe passage of foot traffic during all phases of the work. If the Village finds the contractor at any time to be unsafe and unable to perform the task that is the scope of this bid, a stop work order will be issued until the problem can be resolved or the contract will be terminated. The Village is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.

**Work Hours:** Work hours shall be 7:30 a.m. to 3:00 p.m., Monday through Friday. No Saturday, Sunday or holidays are to be worked unless prior approval is given by the Village. Work past 3:00 p.m. can take place only after request is received and approved by the Superintendent of Public Works-Water & Sewer, or his delegated representative.

**Warranty:** All work, labor and materials, shall be warrantied for a minimum of two years from the date of acceptance. Any work proving defective within one year from the date of acceptance shall be redone without additional expense to the Village for labor and/or workmanship and the warranty on the equipment shall be the manufacturer’s warranty. Prior to final payment, the assigned warranty card shall be provided to the Village.

**Liquidated Damages:** The Village and the Contractor recognize that time and work quality is of the essence of this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Instead, the Contractor shall be liable and shall pay the Village as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed until the final completion of the total physical work of the contract. The Village shall deduct these liquidated damages from any monies due to the Contractor for breach of this contract.

1. $100.00 per day for failure to complete work in the time frame required by this contract;
2. $100.00 per day for failure to clean up as required by this contract.
EXHIBIT B
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 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
Dohn & Maher Associates
4811 Emerson Avenue, Suite 102
Palatine, IL 60067-7416
Carl E. Dohn Jr.
Phone: 847-303-6800
Fax: 847-303-5963

INSURED
Airy's Inc.
7455 W. Duvan Drive
Tinley Park, IL 60477

COVERAGES

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

CERTIFICATE HOLDER

VILLAGETOWN
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60472

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Carl E. Dohn Jr.

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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.

Airy's, Inc.
Name of Contractor (please print)

Assistant Secretary
Title

Certificate of Compliance with Illinois Human Rights Act

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

Airy's, Inc.
Name of Contractor (please print)

Assistant Secretary
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.

Airy's, Inc.
Name of Contractor (please print)

Assistant Secretary
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.

Airy’s Inc.
Name of Contractor (please print)

Submitted by (signature)

Assistant Secretary
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)

Airy’s, Inc.
Name of Contractor (please print)

Submitted by (signature)

Assistant Secretary
Title
AIRY'S, INC.

BY: James Welling

Printed Name: James Welling

Title: Assistant Secretary

VILLAGE OF TINLEY PARK

BY: David Seeman, Mayor
(required if Contract is $10,000 or more)

ATTEST:

Patrick Rea, Village Clerk
(required if Contract is $10,000 or more)

Date

VILLAGE OF TINLEY PARK

BY: David Niemeyer, Village Manager

Date

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