

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 (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 Two Dollars and Seventy Eight Cents (\$72.78)** per Fire Hydrant, with an overall amount not to exceed Fifty Thousand Dollars (\$50,000.00). 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: **October 31, 2017.**
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

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 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. 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.

SCOPE OF WORK

Intent: The Village of Tinley Park intends to have a qualified contractor paint fire hydrants within the Village's retail water service delivery area.

Scope: The work to be done under this scope includes furnishing of all labor, material, transportation, tools, and supplies necessary to sandblast, prime and paint approximately 600 hydrants in FY2018. The objective of this scope is to provide the details of the expected material and workmanship necessary to produce a quality coating system. All painting work shall be implemented in accordance with the manufacturer's instruction and shall be performed in a manner satisfactory with the Village.

Right to Change Scope of Work: Due to budget constraints, the Village reserves the right to add or delete from the contract, as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are **estimates** only, and may be altered.

Safety and Communication: The contractor shall be responsible for scheduling with the surrounding property owners where hydrant painting will require the temporary relocation of vehicles or other property in order to complete the refinishing.

The contractor shall construct a shield, or shroud, that will contain the over-spray. Any damage to private property shall be the contractor's responsibility for repair. In the event of such damage, it must be reported to the Village's Public Works Foreman for Water and Sewer.

The contractor must be able to communicate with residents and business owners in a professional and courteous manner at all times.

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

The contractor shall conduct and abide in accordance with all local and state environmental rules and regulations pertaining to paint applications.

The contractor shall provide, and have in place, all worksite protection devices, men working signs, cones, etc., required to provide for safe passage of vehicles and pedestrian traffic during all phases of the work. All traffic control devices and procedures must be followed from the MUTCD IDOT manual (Municipal Uniform Traffic Control Device). If the Village finds the contractor at any time to be unsafe and unable to perform the above traffic control, 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 7:00 a.m. to 6:00 p.m., Monday through Friday. **No Saturday, Sunday or holidays are to be worked unless prior approval is given by the Village.** The contractor can only work on main highways between the hours of 9:00 a.m. and 3:00 p.m., to prevent morning and

evening rush hour delays, and to comply with Cook County, Will County, and IDOT rules and regulations.

The Village will provide a map and hydrant inventory for each work area. The inventory will list each of the hydrant locations and identification numbers that will need service. The contractor shall document on a work sheet: the hydrant number, date completed, as well as an "P" for the prime coat, "F" for the first coat of paint, and a "S" for the second and finish coat, noting the date and times each were applied. Worksheet is to be supplied by the contractor.

Coating System: All material shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the Village. The contractor shall submit to the Village, immediately upon completion of the job, certification from the paint manufacturer indicating the quantity of each coating purchased was sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations. No substitutions for the primer or paint are permissible, without the disclosure to the Village for review and approval.

Surface Preparation: Before blast cleaning, visible deposits of oil or grease shall be removed by any methods specified in the Society for Protective Coatings SSPC-SP1 Solvent Cleaning procedure.

The awarded vendor shall supply the appropriate blast media that does not contain silica.

The contractor shall abrasive blast clean all surfaces to remove all rust, mil scale and existing paint on the entire hydrant in accordance with the Society for Protective Coatings Commercial Blast Clean for Steel procedure (SSPC-SP6), which includes containment and proper disposal of paint.

Prime Coat- PPG DEVGUARD 4360 PRIMER: Before any rusting occurs, the contractor shall apply one coat of PPG DEVGUARD 4360 Primer, or equivalent that is acceptable to the Village, to all surfaces to achieve a wet film thickness recommended by the manufacturer (listed on the primer specification sheet). All peaks in the surface profile shall be thoroughly coated.

1st Top Coat- PPG PITTHANE ULTRA GLOSS URETHANE ENAMEL 95-802 Safety Yellow: The contractor shall use PPG PITTHANE ULTRA GLOSS URETHANE ENAMEL 95-802 Safety Yellow, or equivalent that is acceptable to the Village. The contractor shall coat all surfaces to achieve a wet film thickness recommended by the manufacturer (listed on the paint specifications sheet). All hydrants will be painted yellow; the caps to the nozzle and steamer fittings shall be painted in the color that denotes the size of the water main the hydrant is attached to; a legend of the colors and corresponding water main size details will be provided before the commencement of work.

2nd Top Coat- PPG PITTHANE ULTRA GLOSS URETHANE ENAMEL 95-802 Safety Yellow: Apply a second top coat after the manufacturer's recommended drying time to provide complete coverage, as needed. The need for a 2nd top coat will be determined by visual inspection and achieving the manufacturer's recommended dry film thickness.

The contractor shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining recommended minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet or damp surfaces and shall not be applied in rain, snow, fog, mist, or when the relative humidity exceeds 85%

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint application. Dew or

moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry. Painting should be completed well in advance of the probable time prior to the formation of moisture on the surface.

The coating shall be applied at the specified thickness. If the specified thickness is not obtained, an additional coat(s) of paint shall be applied. Wet film thickness shall be measured in accordance with current ASTM D4414-95, "Standard Practice for Measurement of Wet Film Thickness by Notched Gauges". Dry film thickness shall be measured in accordance with current SSPC PA2, "Dry Paint Thickness with Magnetic Gauges".

Warranty: All work and materials shall be warranted for a minimum of three years from the date of acceptance. Any work proving defective within three years from the date of acceptance shall be redone without additional expense to the Village for labor and/on workmanship and the warranty on the material, primer, and topcoat shall be three years. The warranty shall cover peeling, adhesion, cracking and premature fading. Prior to final payment, the assigned warranty card shall be provided to the Village.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor 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.

Muscat Painting & Decorating Brett Muscat
Name of Contractor (please print) Submitted by (signature)

Owner
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.

Muscat Painting & Decorating Brett Muscat
Name of Contractor (please print) Submitted by (signature)

Owner
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.

Muscat Painting & Decorating Brett Muscat
Name of Contractor (please print) Submitted by (signature)

Owner
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.

Muscat Painting & Decorating
Name of Contractor (please print)

Brett Muscat
Submitted by (signature)

Owner
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)

Muscat Painting & Decorating
Name of Contractor (please print)

Brett Muscat
Submitted by (signature)

Owner
Title

[CONTRACTOR]

Brett Muscat

BY: Muscat Painting & Decorating

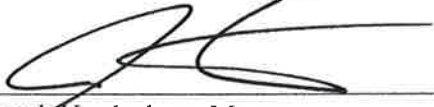
6-3-2017

Date

Printed Name: Brett Muscat

Title: Owner

VILLAGE OF TINLEY PARK


BY: 

6-20-17

Date

Jacob Vandenberg, Mayor
(required if Contract is \$10,000 or more)

ATTEST:

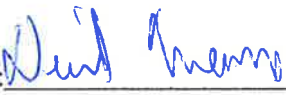


6-20-17

Date

Kristin Thirion, Village Clerk
(required if Contract is \$10,000 or more)

VILLAGE OF TINLEY PARK

BY: 

6-21-17

Date

David Niemeyer, Village Manager