
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2019-R-055

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE**

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

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

RESOLUTION NO. 2019-R-055

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE

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 Murphy and Miller, 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**, subject to review and revision as to form by the Village Attorney.

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

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

ADOPTED this 18th day of June, 2019, by the Corporate Authorities of the Village of Tinley Park

on a roll call vote as follows:

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

NAYS: None

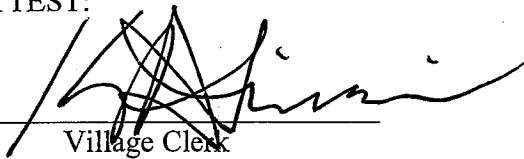
ABSENT: None

APPROVED this 18th day of June, 2019, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-055, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY AND MILLER, INC. FOR HVAC EQUIPMENT ANNUAL SERVICE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of June, 2019.



KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the Village of Tinley Park, an Illinois home-rule municipal corporation (the "Village"), and Murphy And Miller, 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 **Sixteen Thousand Seven Hundred and Eighty Six Dollars and 43 Cents (\$16,786.43)**. 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 \$20,000.00. 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

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.

Murphy And Miller, Inc.
Name of Contractor (please print)

Cameron Williams
Submitted by (signature)

VP OPERATIONS
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.

Murphy And Miller, Inc.
Name of Contractor (please print)

Cameron Williams
Submitted by (signature)

VP OPERATIONS
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.

Murphy And Miller, Inc.
Name of Contractor (please print)

Cameron Williams
Submitted by (signature)

VP OPERATIONS
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.

Murphy And Miller, Inc.
Name of Contractor (please print)

Cameron Miller
Submitted by (signature)

VP OPERATIONS
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)

Murphy And Miller, Inc.
Name of Contractor (please print)

Cameron Miller
Submitted by (signature)

VP OPERATIONS
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.

Murphy And Miller, Inc.

Name of Contractor (please print)

VP OPERATIONS

Title

Cameron Williams

Submitted by (signature)

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. 2009-O-002.

Murphy And Miller, Inc.

Name of Contractor (please print)

VP OPERATIONS

Title

Cameron Williams

Submitted by (signature)

Murphy And Miller, Inc.

BY: Cameron Williams

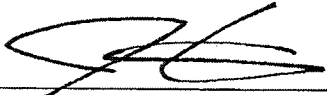
7-18-19

Date

Printed Name: C.J. WILLIAMS

Title: VP OPERATIONS

VILLAGE OF TINLEY PARK

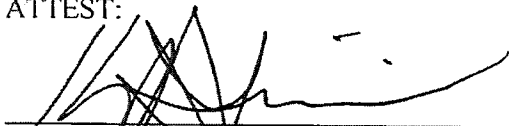
BY: 

6-18-19

Date

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

ATTEST:



6-18-19

Date

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

VILLAGE OF TINLEY PARK

BY: David Munn

6-20-19

Date

Village Manager

SCOPE OF SERVICES

Attached Scope of work for Village Facilities HVAC Maintenance/Inspections as detailed in:

- Quote from Murphy And Miller, Inc. titled: Inspection/Service Agreement



INSPECTION AGREEMENT

Customer's Billing Name & Address:

VILLAGE OF TINLEY PARK
16250 S. OAK PARK AVENUE
TINLEY PARK, IL 60477

Service to Be Provided At:

VARIOUS LOCATIONS

Effective Date & Term : 12 MOS BEGINNING 05/01/2019
Anniversary Date : 04/30/2020
Agreement Amount : \$16,786.43
Payment Schedule : \$4,196.61 PER QUARTER

Sales Representative : Mr. Bart Deval
Proposal Date : 06/05/2019
M&M customer/Site Code: VIL010/VARIOUS
Contract Number : VARIOUS

At the time of scheduled Inspections and for the equipment listed on the attached pages, M&M agrees to perform the Preventive Maintenance tasks described on the following pages.

M&M will make the following number of Preventive Maintenance Inspections over a total of the following scheduled site visits during each term of this Agreement. The air conditioning and heating Inspections include equipment startup and shutdown.

Air Conditioning	: 2 inspections	Refrigeration	: 0 inspections
Equipment Controls	: 4 inspections	Heating	: 2 inspections
Building Automation	: 0 inspections	Filters	: 4 changes

M&M Inspection activities will be scheduled by M&M and will be based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 83 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

Beginning with the effective date, you agree to pay, in advance, for the services described herein according to the payment schedule shown above.

The Customer agrees to pay, in advance, according to the payment schedule shown above beginning with the effective date and continuing for the duration of this Agreement. This Agreement shall continue in effect unless you give written notice of your intention not to renew and it is received by M&M a minimum of thirty days prior to the anniversary date. Renewals of this Agreement will be invoiced on the basis of prices in effect at each renewal date. This Agreement is not valid or binding until accepted by Murphy & Miller, Inc.

VILLAGE OF TINLEY PARK

MURPHY & MILLER, INC.

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Murphy & Miller, Inc. /600 West Taylor/Chicago, IL 60607-4429



EQUIPMENT COVERAGE ADDENDUM

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>HUMIDIFIER SERVICES</u>
		X	Modulating Steam Humidifier
		X	Electric Element Humidifier
		X	Infra-red Humidifier
		X	Evaporative Humidifier
		X	Electric Cell Humidifier -- Total no. of cells:
			Cell replacement on Electric Cell Humidifiers is limited to one change per year.

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>WATER TREATMENT SERVICES</u>
		X	Tower Water
		X	Chilled Water
		X	Boiler Water
		X	Humidifiers

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>CONTROL SERVICES</u>
X			1. Controls installed by the manufacturer on equipment covered by this Agreement
			2. Built up control systems and controlling devices on equipment covered by this Agreement
		X	Electric control systems
		X	Electronic control systems
		X	Pneumatic control systems
		X	3. Automatic control valve operators on equipment covered by this Agreement, excluding valve bodies
		X	4. Control system air compressors
		X	5. Control system air driers

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>AIR FILTER SERVICES</u>	<u>CHANGES PER YEAR</u>
		X	Filter media	
		X	Throw-away filters	
X			High-efficiency filters	(4) FOUR CUSTOMER SUPPLIED
		X	Roll-A-Matic filters	
		X	Bag filters	
		X	Charcoal filters	
		X	Washable filters	

All metal filter frames furnished by Murphy & Miller under the terms of this Agreement will remain the property of Murphy & Miller. Murphy & Miller reserves the right to remove its frames should this Agreement be cancelled or expire.



<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>AIR CONDITIONING / REFRIGERATION / VENTILATION / COOLING TOWER EQUIPMENT TASK LIST</u>
			See other task lists for Absorption/Centrifugal Chiller Equipment
X			1. Lubricate bearings per manufacturers' recommendations.
X			2. Check oil levels.
X			3. Check and lubricate dampers.
X			4. Check safety and operating controls.
X			5. Brush clean air-cooled condensers once per year.
	X		6. Power wash condensers once per year.
	X		7. Separation of condenser coils.
X			8. Check belt alignment and tension.
X			9. Check voltages and motor amperage.
X			10. Tighten electrical connections.
X			11. Check economizer and low-ambient operation.
X			12. Check crank case heaters.
X			13. Check drain pans and drain line heaters.
X			14. Check operating pressures.
		X	15. Check defrost cycle.
X			16. Check and record compressor discharge temperature.
		X	17. Check condensate and circulation pumps.
		X	18. Drain, fill and vent chilled water system.
		X	19. Drain and winterize water cooled condensing units.
		X	20. Drain and winterize chilled water coils.
	X		21. Check VAV boxes and controls
		X	22. Lubricate and adjust tower floats and linkages.
		X	23. Check tower blow-down valve.
		X	24. Lubricate tower fan drives.
		X	25. Fill and vent towers and condenser circuit.
		X	26. Clean tower sump.
		X	27. Clean tower nozzles, header not included.
		X	28. Drain and winterize cooling tower lines.
<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>HEATING EQUIPMENT TASK LIST</u>
X			1. Check safety and operating controls.
	X		2. Check combustion analysis on boilers.
X			3. Clean furnace yearly.
	X		4. Brush clean boiler fire tubes yearly.
X			5. Inspect fireside of boiler/furnace.
X			6. Visually inspect for boiler leaks.
X			7. Check water level.
	X		8. Drain, fill and vent of hot water system.
X			9. Check water pressure and relief valves.
X			10. Check heating coils annually.
X			11. Check strainers, control valves, freeze stats and traps on air handling units.
X			12. Check heat-exchangers annually.
X			13. Check pumps, including vacuum, circulating, condensate, and make-up system pumps.
	X		14. Clean and flush waterside of boiler.
		X	15. Air filters required for high efficiency boilers once per year.



TERMS AND CONDITIONS

1. The identification, detection, encapsulation, removal or disposal of asbestos, or products or materials containing other hazardous substances is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
2. Murphy & Miller's maximum liability based upon any legal claim or cause of action (except for personal injury), shall not exceed the yearly contract price of this Agreement.
3. Customer shall permit free and timely access to the building and equipment, permit use of the building services, allow Murphy & Miller to start and stop the equipment as necessary, keep areas adjacent to the equipment free of extraneous materials, and move or alter any stock, fixtures, walls or partitions as needed to perform the work under this Agreement.
4. Murphy & Miller warrants that labor provided under this Agreement will be performed in a workmanlike manner. However, no claim for defective workmanship may be brought upon any cause of action, unless customer has provided Murphy & Miller with written notice of such defects within the ninety-day period following the termination date of this Agreement.
5. Murphy & Miller shall not be required to furnish any items of equipment or labor recommended or required by Insurance Companies, Government, State, Municipal or other Authorities, unless paid for by the Customer.
6. In the event of termination by the Customer, Customer agrees to pay for all work performed since the last contract renewal date (or if no renewal, since inception) at Murphy & Miller's labor and material rates prevailing at the time of termination. The Customer's contract payments for the period since renewal (or if no renewal, since inception) shall be credited against Murphy & Miller's labor and material bill and the Customer shall pay for any shortfall or receive any refund due on the difference between the amount paid and the amount billed due to termination..
7. Customer warrants that it is either the owner of the Premises or the owner's duly authorized agent empowered to enter into this Agreement on the owner's behalf. If the Customer is not the owner, it agrees to provide the owner with an executed copy of this Agreement.
8. Customer agrees to pay interest on any sums outstanding and past due computed at 2% per annum over the current prime rate of interest set by Libor or at highest lawful rate if the rate is lower.
9. Customer agrees to pay all of Murphy & Miller's costs and expenses incurred in enforcing Murphy & Miller's rights or remedies hereunder or any of the terms hereof, including but not limited to, Murphy & Miller's reasonable attorneys' fees and court costs.
10. This Agreement does not include repairs to the system(s) or equipment, the provision or installation of components or parts, or service calls requested by the customer. These services will be charged for at Murphy & Miller's service rates then in effect.
11. Murphy & Miller's time to perform its obligations hereunder shall be extended as necessary if Murphy & Miller's performance is partially or wholly delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties of any kind; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond Murphy & Miller's reasonable control. Murphy & Miller's duty to perform any work delayed for the above reasons ceases upon termination of this Agreement.
12. Murphy & Miller shall not be liable for any incidental, special, indirect or consequential damages suffered by the Customer including (without limiting the foregoing) loss of business or profits, loss of use, increased operating or maintenance expenses, claims of Customer's tenants or clients, food spoilage, damage to the Customer's premises, or loss of business opportunity.
13. Murphy & Miller is only responsible for equipment itemized on the attached equipment list. With respect to the equipment listed in this Agreement, the Customer agrees to have service or repairs not covered by this Agreement done promptly so as not to interfere with Murphy & Miller's performance hereunder. Any work not covered by this Agreement and performed by Murphy & Miller shall be at its prevailing material and labor rates.
14. Corrections of the design or installation of Customer's equipment is beyond the scope of this Agreement and Murphy & Miller is not required to perform same.
15. Deliming or cleaning of water cooling towers, evaporative condensers, or water cooled condensers, is not covered by this Agreement unless specified as part of the Agreement.
16. Customer shall make available to Murphy & Miller's personnel all pertinent material safety data sheets (MSDS) pursuant to OSHA's hazard communications standard regulations.
17. This Agreement is entitled "Preventive Maintenance Agreement" because the work listed is designed to help prevent breakdowns of the Customer's equipment. The Customer understands and agrees that breakdowns may nonetheless occur and that Murphy & Miller has not undertaken to prevent all equipment breakdowns, but only perform the work listed.



18. No other Agreement, oral or written, expressed or implied, shall limit or qualify the terms of this Agreement, unless such an additional Agreement is accepted by both parties in writing.
19. Murphy & Miller is entitled to discontinue its performance under this Agreement at any time payments are past due.

ADDITIONAL PROVISIONS:

CUSTOMER TO SUPPLY FILTERS & BELTS; MURPHY & MILLER WILL REPLACE AS NEEDED AT THE TIME OF EACH INSPECTION.

CUSTOMER IS RESPONSIBLE TO CHANGE FILTERS AT TRAIN STATION WHEN NEEDED DUE TO DIESEL DUST.

MURPHY & MILLER TO TEST GLYCOL IN THE FALL ON THE TRAIN STATION CHILLER; IF GLYCOL NEEDS TO BE ADDED A SEPARATE CHARGE WILL APPLY.



LOCATIONS COVERED UNDER THIS AGREEMENT

SITE	ADDRESS
PUBLIC SAFETY GARAGE	17355 S. 68TH COURT
VILLAGE HALL	16250 S. OAK PARK AVENUE
TRAIN STATION	17381 S. OAK PARK AVENUE
POLICE STATION	7850 W. 183RD STREET
FIRE STATION #2	7825 167TH STREET
FIRE STATION #3	9191 175TH STREET
FIRE STATION #4	7801 W. 191ST STREET



EQUIPMENT COVERED UNDER THIS CONTRACT

VILLAGE HALL – 16250 S. OAK PARK AVENUE

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	TRANE	AIR COND AIR COOLED CONDENSING UNIT	RAUCC30EBY0 30BD	C07C03130	TBD
1	TRANE	VENTILATION AIR HANDLING UNIT	TBD	KB7A24780	TBD
1	WEIL MCLAIN	HEATING BOILER GAS FIRED	LGB-6	2	EQUIPMENT ROOM
1	WEIL MCLAIN	HEATING BOILER GAS FIRED	LGB-7	CP1301403	EQUIPMENT ROOM
1	CARRIER	VENTILATION AIR HANDLING UNIT	39 TH 17MDAC5 -BCJ1	0997F57289	TBD
1	TRANE	VENTILATION AIR HANDLING UNIT	TBD	L87A24781	GROUND
1	TRANE	AIR COND AIR COOLED CONDENSING UNIT	TBD	TBD	GROUND
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	TBD	TBD	TBD
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38AKS024-5	1097F57939	TBD

POLICE STATION – 7850 W. 183RD STREET

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	RITE	HEATING BOILER GAS FIRED	135WGA	25901	TBD
1	RITE	HEATING BOILER GAS FIRED	135WGA	25902	TBD
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	50EK044- 501FD	1297F61592	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	50EK044- 511FD	2697F76436	ROOF

TRAIN STATION – 17381 S. OAK PARK AVENUE

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	CARRIER	VENTILATION AIR HANDLING UNIT	39MN08A00 299823SXS	KB7A24780	TBD
1	CARRIER	HEATING FURNACE GAS	58MCA040-108	TBD	TBD
1	STERLING	HEATING DUCT HEATER	TBD	TBD	TBD
1	CARRIER	AIR COND CHILLER RECIPROCATING	30RAN01 8CE-511CX	4102F83695	TBD



EQUIPMENT COVERED UNDER THIS CONTRACT

PUBLIC SAFETY GARAGE POST #12 – 17355 S. 68TH COURT

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TM0 08-500	1106G40640	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TME00 6-500	TBD	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TME00 6-500	1507G02019	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TME0 05-500	TBD	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48KHA0 48-500	1687C64527	ROOF
1	COMFORT-AIRE	AIR COND ROOFTOP COMB HEAT/COOL	PCT60-3A	3406116728	ROOF
1	BRYANT	AIR COND ROOFTOP COMB HEAT/COOL	585JPW036 125ABEG	0286C46566	ROOF
1	CARRIER	VENTILATION AIR HANDLING UNIT	TBD	TBD	TBD
1	TBD	VENTILATION AIR HANDLING UNIT	TBD	TBD	TBD
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38EH0183 100L	2987E39495	TBD
1	GOODMAN	AIR COND AIR COOLED CONDENSING UNIT	CKL24-1F	203445423	TBD
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38ARZ0 08-500	0504G40066	TBD
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38AKS02 4-500	2607G50045	TBD
1	BRYAN	HEATING BOILER GAS FIRED	CL-210	38458	TBD

FIRE STATION #2

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	CARRIER	AIR COND SPLIT SYSTEM W/AIR HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM

FIRE STATION #3

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	REZNOR	HEATING MAKE UP AIR UNIT	UNKNOWN	UNKNOWN	ROOF



EQUIPMENT COVERED UNDER THIS CONTRACT

FIRE STATION #4

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	REZNOR	HEATING MAKE UP AIR UNIT	UNKNOWN	UNKNOWN	ROOF
1	CARRIER	AIR COND SPLIT SYSTEM W/AIR HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM
1	CARRIER	AIR COND SLIT SYSTEM W/AIR HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2019

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 Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: _____	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Phoenix Insurance Company	25623
	INSURER B: Travelers Property Casualty Company of Ame	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

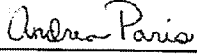
COVERAGES **CERTIFICATE NUMBER:** W11553780 **REVISION NUMBER:**

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		DT-CO-1B956987-PHX-19	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810-3L119899-19-26-G	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	UB-9J544495-19-26 G	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Per Statute E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project / Job : Village of Tinley Park
Location : 16250 S. Oak Park Ave

CERTIFICATE HOLDER **CANCELLATION**

VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVE 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 
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