

## 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 **JSR Enterprises, 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 **Four Thousand Eight Hundred and 00/100 Dollars (\$4,800.00)**. 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.

JSR Enterprises, Inc.

Name of Contractor (please print)

Vice - President  
Title

Sharon Roberts  
Submitted by (signature)

**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.

JSR Enterprises, Inc.

Name of Contractor (please print)

Vice - President  
Title

Sharon Roberts  
Submitted by (signature)

**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees 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.

JSR Enterprises, Inc.

Name of Contractor (please print)

Vice - President  
Title

Sharon Roberts  
Submitted by (signature)

**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.

JSR Enterprises, Inc.  
Name of Contractor (please print)

Vice President  
Title

Shawn Roberts  
Submitted by (signature)

**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)

JSR Enterprises, Inc.  
Name of Contractor (please print)

Vice President  
Title

Shawn Roberts  
Submitted by (signature)

**Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the 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.

JSR Enterprises, Inc.  
Name of Contractor (please print)  
Vice - President  
Title

Sharon Rott  
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.

JSR Enterprises, Inc.  
Name of Contractor (please print)  
Vice - President  
Title

Sharon Rott  
Submitted by (signature)

**JSR Enterprises, Inc.**

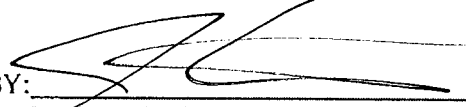
BY: \_\_\_\_\_

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_


Title: \_\_\_\_\_

**VILLAGE OF TINLEY PARK**

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

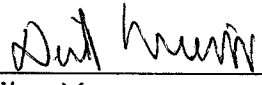
\_\_\_\_\_ Date

ATTEST:

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

7-31-19  
Date

**VILLAGE OF TINLEY PARK**

BY:   
Village Manager

8-1-19  
Date

**SCOPE OF SERVICES**

**Attached Scope of work for Village Facilities Building Plumbing, Sewer, and Mechanical Systems as detailed in:**

- **Proposal titled: Village of Tinley Park Service Contract**





P.O. BOX 146, MATTESON, IL 60443 (708) 206-1800

# Proposal

**Date:** 6/12/2019  
**G.C.** Tinley Park  
**Attn:** Terry Lusby-Facility and Fleet Superintendent  
**Office Phone:** 708-444-5500  
**Email:** [tlusby@tinleypark.org](mailto:tlusby@tinleypark.org)

**Project:** Village of Tinley Park Service Contract  
**Address:** Various- See Exhibit A  
Tinley Park, Illinois

**Bid Date:** 6/12/2019  
**Date of Drawings:** N/A  
**Drawing Pages:** N/A

**Interior Plumbing:** Maintenance Assessment Only (no work to be performed until instructed)  
This assessment is for providing information to perform semi-annual plumbing services.

Initial assessment of 16 locations.  
16 locations, 1 Plumber, 4 days at straight time rate

**Note:** Should assessment exceed the above time parameter, it will be billed on an additional hourly basis of \$140 per hour straight time

See Exhibit A for initial assessment locations

NOT RESPONSIBLE FOR CONDITION OF EXISTING SEWER. NO RODDING.  
ALL WORK IS FIGURED TO BE PERFORMED DURING NORMAL WORKING HOURS AND DAYS.  
NO PREMIUM LABOR RATES (OVERTIME) IS FIGURED.  
LABOR RATES VALID UNTIL MAY 31, 2020. PENDING LABOR UNION INCREASES.  
NO PERMIT FEES.  
NO WALL PATCHING.  
NO ELECTRICAL OR ASBESTOS WORK.  
NO ENGINEERING WORK OR FEES.

**Plumbing Bid: \$4,800.00**

Bid valid 30 days from proposal date.

Payment terms: Draws every thirty days.

Date of acceptance: \_\_\_\_\_

Acceptance of bid authorized signature: \_\_\_\_\_



Exhibit A

Facility Name	Address	Type of Facility
Village Hall	16250 S. Oak Park Ave., Tinley Park, IL 60477	Village Administrative Office (Uses electricity, natural gas & diesel fuel)
Fire Station # 1/Station 46	17355 68th Ct., Tinley Park, IL 60477	Fire Administrative Office/EMS/911 Center/State Police
Fire Station # 2/Station 47	7825 W. 167th St., Tinley Park, IL 60477	Fire Station
Fire Station # 3/Station 48	9191 W. 175th St., Tinley Park, IL 60487	Fire Station
Fire Station # 4/Station 49	7801 W. 191st St., Tinley Park, IL 60487	Fire Station
Fire Training Tower	7800 W. 183rd St., Tinley Park, IL 60477	Fire Training Station
Police Headquarters	7850 W. 183rd St., Tinley Park, IL 60477	Police Station
ESDA/Storage Garage	7780 W. 183rd St., Tinley Park, IL 60477	Storage Garage
Oak Park Ave. Train Station	6720 South St., Tinley Park, IL 60477	Train Station
80th Ave. Train Station	18001 S. 80th Ave., Tinley Park, IL 60477	Train Station
Public Works Annex	7990 183rd St., Tinley Park, IL 60477	PW Administrative Office
CRC Building	18241 S. 80th Ave 183rd St.	
Pump House # 1	6640 W. 167th St., Tinley Park, IL 60477	Pump House
Pump House # 2	18301 Ridgeland Ave., Tinley Park, IL 60477	Pump House
Public Works Garage	7980 W. 183rd St., Tinley Park, IL 60477	Municipal Garage (Uses natural gas, diesel, & electricity)
Public Safety Building	17355 68th Ct., Tinley Park, IL 60477	Public Safety Building (Uses natural gas, diesel, & electricity)

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2019

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).

<b>PRODUCER</b> Heil & Heil Insurance Agency LLC 5215 Old Orchard Rd. Suite 300 Skokie IL 60077		<b>CONTACT NAME:</b> Amanda Bielko <b>PHONE (A/C, No, Ext):</b> (847) 866-7400 <b>FAX (A/C, No):</b> (847) 965-8600 <b>E-MAIL ADDRESS:</b> abielko@heilandheil.com	
<b>INSURED</b> JSR ENTERPRISES INC PO BOX 146 MATTESON IL 60443-0146		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Erie Insurance Exchange NAIC # 26271 <b>INSURER B:</b> Erie Insurance Company 26263 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1931320949      **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Q39-3151273	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Q03-3140160	03/31/2019	03/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Q27-3170524	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	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 N N/A	Q87-8100449	03/31/2019	03/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Leased/Rented Equipment		Q39-3151273	03/31/2019	03/31/2020	Limit: \$150,000 Deductible \$1,000

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

**CERTIFICATE HOLDER**

Village of Tinley Park  
18250 Oak Park Ave.  
Tinley Park IL 60477

**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  
*Amanda Bielko*

## Laura Godette (Clerks VH)

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**From:** Terry Lusby  
**Sent:** Friday, July 26, 2019 9:30 AM  
**To:** Laura Godette (Clerks VH); Terica Ketchum  
**Cc:** Lisa Valley  
**Subject:** FW: JSR Maint agree  
**Attachments:** village of tinley park service contract\_20190718.pdf

Good Morning Laura/Terica,

I'm not sure if Terri got a chance to mail this service contract out to the vendor but I received the signed service contract back from JSR on last week. Please reference the attached Signed Service Contract for your record.

Best regards,  
Terry Lusby, Jr.  
Facilities and Fleet Superintendent  
(708) 444-5500 | [tlusby@tinleypark.org](mailto:tlusby@tinleypark.org)

-----Original Message-----

From: Lisa Valley <[lvalley@tinleypark.org](mailto:lvalley@tinleypark.org)>  
Sent: Friday, July 05, 2019 9:05 AM  
To: Terry Lusby <[tlusby@tinleypark.org](mailto:tlusby@tinleypark.org)>  
Subject: JSR Maint agree

Terry,

Attached is the contract for JSR, signed by Dave. I have provided a copy to the Clerk's Office so they can have a reminder that they need the fully executed copy from you.

Lisa Valley  
Executive Assistant to the Village Manager and Trustees  
(708) 444-5017 | [lvalley@tinleypark.org](mailto:lvalley@tinleypark.org)