THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2020-R-040

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2020-R-040

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 16th day of June, 2020, 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 16th day of June, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST.

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EXHIBIT 1

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. 2020-R-040, "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 16, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of June, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

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 Twenty Five Thousand Eight Hundred and Nine 00/100 Dollars and Sixty Five Cents (25,809.65). 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 \$10,000.00. 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

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to Responsible Bidder Requirements on Public Work Projects. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned	CJ Williams	, as	Chief Operating Officer	and on behalf
ofMurphy & Mill	ler, Inc. (Name)	-	(Title) been duly sworn under o	
(Contractor)				
	Busine	ess Organiz	ation	
The form of business	s organization of the Co	ontractor is ((check one):	
Sole Proprietor of × Corporation	r Partnership	LLC Indepen	ndent Contractor (Individ	lual)
If contractor/subcont	tractor is a corporation,	indicate the	state and the date of inc	orporation:
	Delaware - September 1	1th, 1962	The state of the s	***************************************
Authorized to do bus	siness in the State of III	inois:		Yes [x] No []
Describe supporting	documentation attache	d: Illinois Le	etter of Good Standing	100000000
Federal Employer I.I	D. #; 36-1514142			
Social Security # (if	an individual or sole pr	oprietor):		

Describe supporting documentation attached (if "No," explain): Registered with Illinois Department of Employment Security: Describe supporting documentation attached (if "No," explain): Tax liens or tax delinquencies	'es [x] No []
Describe supporting documentation attached (if "No," explain):	/es [x] No []
Tax liens or tax delinquencies	
Disclosure of any federal, state or local tax liens or tax delinquencies against the corfficers of the contractor in the last five (5) years	
officers of the contractor in the last five (5) years	'es [] No [x]
"No" means "not applicable." If "yes," describe lien/delinquencies and	d resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

Yes [X] No []

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

N/A [] Yes [x] No []

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes [x] No []

License	Number	Date Issued	Current Expiration	Holder of License
City of Chicago Business License	3187	5/15/2020	5/15/2022	Murphy & Miller, Inc.
City of Chicago General Contractor's License	TGC052364	6/04/2020	6/09/2021	Murphy & Miller, Inc.
Registration Cook County Building and Zoning	038552	12/2/2019	12/31/2020	Murphy & Miller, Inc.
				100

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):
Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project. NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.
Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.
Form C Additional Information (if required)
Certificate of Good Standing (or other evidence of compliance with laws pre-requisite to doing business in the state)
Illinois Department of Revenue registration
Illinois Department of Employment Security registration
Standards of Apprenticeship/Apprentice Agreements Signatory to Pipefitters Local Union 597 & Sheetmetal Workers Local Union 73
Substance Abuse Prevention program (or applicable provision from CBA in effect)
Written Safety Policy Statement signed by company representative
OSHA cards evidencing 10-hour or greater safety program completed, if requested
Workers' Compensation Coverage
Workers' Compensation Coverage Gov Professional or Trade Licenses

Eligibility to Contract

Title

Murphy And Miller, Inc.	Cameron William
Name of Contractor (please print)	Submitted by (signature)
Chief Operating Officer	(0,8)
Title	
Certificate of Compliance with Illinois Huma	nn Rights Act
1964 Civil Rights Act as amended and t	e Contractor is in compliance with Title 7 of the he Illinois Human Rights Act as amended. (amero Williams)
Murphy And Miller, Inc.	
Name of Confractor (please print)	Submitted by (cianatura)
Name of Contractor (please print) Chief Operating Officer	Submitted by (signature)
	Submitted by (signature)
Chief Operating Officer	
Title Certificate of Compliance with Illinois Drug- The undersigned, having 25 or more er of the Illinois Drug Free Workplace Act workplace for all employees engaged in complying with the requirements of the	Pree Workplace Act Inployees, does hereby certify pursuant to section 3 (30 ILCS 580/3) that it shall provide a drug-free the performance of the work under the contract by Illinois Drug-Free Workplace Act and, further d of this contract by reason of debarment for a
Title Certificate of Compliance with Illinois Drug- The undersigned, having 25 or more er of the Illinois Drug Free Workplace Act workplace for all employees engaged in complying with the requirements of the certifies, that it is not ineligible for awar	Pree Workplace Act Inployees, does hereby certify pursuant to section 3 (30 ILCS 580/3) that it shall provide a drug-free the performance of the work under the contract by Illinois Drug-Free Workplace Act and, further d of this contract by reason of debarment for a

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.	Cameron Williams
Name of Contractor (please print)	Submitted by (signature)
Chief Operating Officer	
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.	Cameron Williams
Name of Contractor (please print)	Submitted by (signature)
Chief Operating Officer	
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.	Cameron Williams
Name of Contractor (please print)	Submitted by (signature)
Chief Operating Officer	
Title	
Certificate of Compliance with the Village of Tin	nley Park Responsible Bidder Ordinance
The undersigned or the entity making the proposa the Village of Tinley Park Responsible Bidder Ord	l or bid has reviewed and is in compliance with dinance No. 2019-O-079
Murphy And Miller, Inc.	Camero Williams
Name of Contractor (please print)	Submitted by (signature)
Chief Operating Officer	
Title	

[Signature Page to Follow]

Murphy And Miller, Inc.	
BY: Cameron Williams	7/8/2020
Printed Name: CJ Williams	Date
Title: Chief Operating Officer	
VILLAGE OF TINLEY PARK BY: Jacob C. Vandenberg, Village President	June 16, 2020
(required if Contract is \$20,000 or more) ATTEST: 4	
Village Clerk (required if Contract is \$20,000 or more)	June 16, 20 20 Date
VILLAGE OF TINLEY PARK	
BY:	
Village Manager	Date

SCOPE OF SERVICES

Attached Scope of work for Tinley Park Facilities HVAC System Service as detailed in:

- Quote from Murphy And Miller, Inc. tilted: Contract Number 80REFR (\$3,557)
- Quote from Murphy And Miller, Inc. tilted: Contract Number 80HVAC (\$3,420.22)
- Quote from Murphy And Miller, Inc. tilted: Contract Number PUMHOU (\$872)
- Quote from Murphy And Miller, Inc. tilted: Contract Number WATPLA (\$1,174)
- Quote from Murphy And Miller, Inc. tilted: Contract Number VARIOUS (\$16,786.43)





INSPECTION AGREEMENT				
Customer's Billing Name	& Address:	Service to Be Provided At:		
VILLAGE OF TINLEY PA 16250 SOUTH OAK PAR TINLEY PARK, IL 60477		TINLEY PARK METRA ST. 18001 SOUTH 80 TH AVEN TINLEY PARK, IL 60477	ATION UE	
Effective Date & Term Anniversary Date Agreement Amount Payment Schedule	: 12 MOS BEGINNING 05/01/2020 : 04/30/2021 : \$3,557.00 : \$592.85 EVERY OTHER MONTH	Proposal Date M&M customer/Site Code	: Mr. Bart Deval : 02/27/2020 : VIL010/7 : 80REFR	
At the time of scheduled leading Preventive Maintenance to	nspections and for the equipment lister asks described on the following pages.	d on the attached pages, M8	M agrees to perform the	
M&M will make the follow site visits during each terrand shutdown.	ing number of Preventive Maintenance of this Agreement. The air condition	Inspections over a total of the ing and heating Inspections in	he following scheduled include equipment startup	
Air Conditioning Equipment Controls Building Automation	2 inspections4 inspections0 inspections	Refrigeration : 0 inspect Heating : 2 inspect Filters : 4 change	tions	
equipment location, applic	will be scheduled by M&M and will be cation and type; and Murphy & Miller's apair work, and a service report detailin	84 years of HVAC experience	e You will be informed	
Beginning with the effective payment schedule shown	ve date, you agree to pay, in advance, above.	for the services described he	erein according to the	
give written notice of your anniversary date. Renew	pay, in advance, according to the payming for the duration of this Agreement. Intention not to renew and it is receive als of this Agreement will be invoiced oid or binding until accepted by Murphy	This Agreement shall continued by M&M a minimum of thir on the basis of prices in effection.	nue in effect unless you	
VILLAGE OF TINLEY P	<u>ARK</u>	MURPHY & MILLER. IN	<u>C.</u>	
Signature		Signature	1999/A/A	
Printed Name and Title		Printed Name and Title		
Date		Date		

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

Maintenance Agreement





EQUIPMENT COVERAGE ADDENDUM

	Not			
<u>Included</u>	<u>Included</u>	N/A	HUMIDIFIER SERVICES	
	10.0	X	Modulating Steam Humidifier	
		Х	Electric Element Humidifier	
		Х	Infra-red Humidifier	
		Х	Evaporative Humidifier	
		X	Electric Cell Humidifier - Total	no of celle:
			Cell replacement on Electric Ce	Il Humidifiers is limited to one change per year.
				in Flormoniers is littliced to one change per year.
	Not			
Included	<u>Included</u>	N/A	WATER TREATMENT SERVI	PRS
		X	Tower Water	908
		X	Chilled Water	
		X	Boiler Water	
		X	Humidifiers	
	Not			
<u>Included</u>	Included	N/A	CONTROL SERVICES	
X	150			ufacturer on equipment covered by this
			Agreement	and distance of a complished Covered Dy (198
				controlling devices on equipment
			covered by this Agreement	To the smile of the state of th
		X	Electric control system	\$
		X	Electronic control syste	
		X	Pneumatic control syst	ems
		X	3. Automatic control valve oper	rators on equipment covered by this Agreement,
			excluding valve bodies	and an equipment dovoted by this Agreement,
		Х	4. Control system air compress	sors
		X	5. Control system air driers	
			3	
	Not			
<u>included</u>	<u>Included</u>	N/A	AIR FILTER SERVICES	CHANGES PER YEAR
	X		Filter media	
	X		Throw-away filters	
X			High-efficiency filters	FOUR (4)
	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.





	Not		AIR CONDITIONING / REFRIGERATION /
<u>included</u>	<u>Included</u>	N/A	YENTILATION / COOLING TOWER EOUIPMENT TASK LIST
			See other task lists for Absorption/Centrifugal Chiller Equipment
X			Lubricate bearings per manufacturers' recommendations.
X			2. Check oil levels.
X			Check and lubricate dampers.
X X			Check safety and operating controls.
Х			Brush clean air-cooled condensers once per year.
	X		Power wash condensers once per year.
	X		7. Separation of condenser coils.
X			8. Check belt alignment and tension.
X			Check voltages and motor amperage.
X			10. Tighten electrical connections.
X			11. Check economizer and low-ambient operation.
Х			12. Check crank case heaters.
Х			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.
		Х	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.
		^	20. Drain and wintenize cooling tower lines.
	Not		
Included	<u>Included</u>	N/A	HEATING EQUIDMENT TACK FROM
X	merageo	N/A	HEATING EQUIPMENT TASK LIST
^		= X	Check safety and operating controls.
			Check combustion analysis on boilers.
		X	3. Clean furnace yearly.
×		X	Brush clean boiler fire tubes yearly.
^			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	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.
		Х	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 & Millers 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 it 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 controt. 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 AND BELTS





EQUIPMENT COVERED UNDER THIS CONTRACT

QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
1	THERMO KOOL	REFRIGERATION WALK-IN COOLER	TBD	TBD	CEILING
1	MANITOWOC	REFRIGERATION ICE CUBE MACHINE	B420	1101050442	GROUND LEVEL
11	TRUE	REFRIGERATION REACH-IN COOLER	TR2F-4HS	7267764	GROUND LEVEL
1	TRUE	REFRIGERATION REACH-IN FREEZER	TUC-60	7217656	GROUND LEVEL
1	FEDERAL INDUSTRIES	REFRIGERATION REACH-IN COOLER	SGR5042DZ	11110167958	GROUND LEVEL
1	FEDERAL INDUSTRIES	REFRIGERATION REACH-IN COOLER	SGR5042DZ	11110167959	GROUND LEVEL
1	TBD	REFRIGERATION RACH-IN FREEZER	TBD	TBD	GROUND LEVEUICE CREAM FREEZER
1	COPELAND	REFRIGERATION REACH-COOLER	FJAF-0106- CAV-020	11J10907U	GROUND LEVEL/BAR COOLER
1	COPELAND	REFRIGERATION REACH-IN COOLER	FJAF-0106- CAV-020	11J10908U	GROUND LEVEL/BAR COOLER
1	GREENHECK	VENTILATION EXHAUST FAN	USGF-160XP- 15-6	1.26078E+11	ROOF





<u>INSPECTION AGE</u>	REEMENT		
Customer's Billing Name & Address:	Service to Be Provided At:		
VILLAGE OF TINLEY PARK 16250 SOUTH OAK PARK AVENUE TINLEY PARK, IL 60477	TINLEY PARK METRA STATION 18001 SOUTH 80 TH AVENUE TINLEY PARK, IL 60477		
Effective Date & Term Anniversary Date Agreement Amount Payment Schedule 12 MOS BEGINNING 05/01/2020 1 04/30/2021 2 \$3,420.22 3 \$855.06 PER QUARTER	Sales Representative : Mr. Bart Deval Proposal Date : 02/27/2020 M&M customer/Site Code : VIL010/7 Contract Number : 80HVAC		
At the time of scheduled Inspections and for the equipment liste Preventive Maintenance tasks described on the following pages	d on the attached pages, M&M agrees to perform the		
M&M will make the following number of Preventive Maintenance site visits during each term of this Agreement. The air condition and shutdown.	e Inspections over a total of the following scheduled ing and heating Inspections include equipment startup		
Air Conditioning : 2 inspections Equipment Controls : 4 inspections Building Automation : 0 inspections	Refrigeration : 0 inspections Heating : 2 inspections Filters : 4 changes		
M&M Inspection activities will be scheduled by M&M and will be equipment location, application and type; and Murphy & Miller's of our maintenance and repair work, and a service report detailing for your records.	84 years of HVAC experience. You will be informed.		
Beginning with the effective date, you agree to pay, in advance, payment schedule shown above.	for the services described herein according to the		
The Customer agrees to pay, in advance, according to the paymeffective date and continuing for the duration of this Agreement give written notice of your intention not to renew and it is receive anniversary date. Renewals of this Agreement will be invoiced of This Agreement is not valid or binding until accepted by Murphy	This Agreement shall continue in effect unless you ad by M&M a minimum of thirty days prior to the on the basis of prices in effect at each renewal date.		
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

Maintenance Agreement





EQUIPMENT COVERAGE ADDENDUM

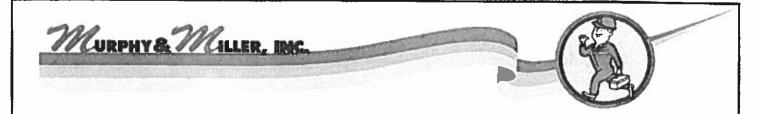
	Not			
<u>Included</u>	Included	N/A	HUMIDIFIER SERVICES	
		$\overline{\mathbf{x}}$	Modulating Steam Humidifier	
		Х	Electric Element Humidifier	
		Х	Infra-red Humidifier	
		X	Evaporative Humidifier	
		X	Electric Cell Humidifier Total r	of cells:
			Cell replacement on Electric Cel	Il Humidifiers is limited to one change per year.
	Not	B. ()		
<u>Included</u>	Included	N/A	WATER TREATMENT SERVICE	CES NEW
		X	Tower Water	
		X	Chilled Water	
		X	Boiler Water	
		X	Humidifiers	
I b 3 4	Not	8774		
<u>Included</u> V	<u>Included</u>	<u>N/A</u>	CONTROL SERVICES	
^			1. Controls installed by the mani	ufacturer on equipment covered by this
			Agreement	
			2. Built up control systems and	controlling devices on equipment
		~	covered by this Agreement	
		X	Electric control system	
		X	Electronic control syste	
		X	Pneumatic control system	ems
		Х	3. Automatic control valve oper	ators on equipment covered by this Agreement,
			excluding valve bodies	
		X	4. Control system air compress	OFS
		X	Control system air driers	
	Not			
Included	Included	N/A	AIR FILTER SERVICES	CHANGES PER YEAR
	X	1411	Filter media	CHANGES FER TEAR
	X		Throw-away filters	
X	• •		High-efficiency filters	FOUR (4)
	X		Roll-A-Matic filters	FOUR (4)
	X		Bag filters	
	X		Charcoal filters	
	â		Washable filters	
	^		Tradiavid Hitala	

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.





Included	Not <u>Included</u>	N/A	AIR CONDITIONING / REFRIGERATION / <u>VENTILATION / COOLING TOWER EQUIPMENT TASK LIST</u>
			See other task lists for Absorption/Centrifugal Chiller Equipment
X			Lubricate bearings per manufacturers' recommendations.
X			2. Check oil levels.
X			Check and lubricate dampers.
X			Check safety and operating controls.
x			Brush clean air-cooled condensers once per year.
^	X		
	x		6. Power wash condensers once per year.
x	^		7. Separation of condenser coils.
â			8. Check belt alignment and tension.
			Check voltages and motor amperage. Tinkban aloud in language in the second s
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	1000		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.
		Х	21. Check VAV boxes and controls
		Х	22. Lubricate and adjust tower floats and linkages.
		Х	23. Check tower blow-down valve.
		X	24. Lubricate tower fan drives.
		Х	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.
			34° 1
	Not		
<u>Included</u>	Included	N/A	HEATING EQUIPMENT TASK LIST
X			Check safety and operating controls.
		X	Check combustion analysis on boilers.
		X	3. Clean furnace yearly.
		X	Brush clean boiler fire tubes yearly.
X			5. Inspect fireside of boiler/furnace.
		X	6. Visually inspect for boiler leaks.
		Х	7. Check water level.
		X	8. Drain, fill and vent of hot water system.
		X	Check water pressure and relief valves.
		X	10. Check heating coils annually.
		â	11. Check strainers, control valves, freeze stats and traps on air handling units.
		x	12. Check heat-exchangers annually.
		â	13. Check pumps, including vacuum, circulating, condensate, and make-up
		^	system pumps, including vacuum, circulating, condensate, and make-up
		Х	14. Clean and flush waterside of boiler.
		x	15. Air filters required for high efficiency boilers once per year.
		~	to. An interested for high enforcing bullets 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 & Millers 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 it 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 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 AND BELTS





EQUIPMENT COVERED UNDER THIS CONTRACT

QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
	CLIMATE				
1	MASTER	HEATING HEAT PUMP	TOHW10BHJ1CBAAS	1811C20723	BASEMENT
	CLIMTAE				- 102mg-(1)
1	MASTER	HEATING HEAT PUMP	TOHD108BHE3BBNAS	1911C20746	BASEMENT
1	EVO	HEATING HOT WATER HEATER	HWM129	84333	TBD
2	B&G	PUMP WATER PUMP CIRCULATING	VARIOUS	VARIOUS	BASEMENT

MURPHY& MILLER, IMC.





MURPHY& MILLER, IMC.





MURPHY& MILLER, INC.





MURPHY & MILLER, IMC.









INSPECTION AGREEMENT

	<u>inspection agr</u>	EEMENI			
Customer's Billing Name	& Address:	Service to Be Provided At:			
VILLAGE OF TINLEY PA 16250 SOUTH OAK PAR TINLEY PARK, IL 60477	RK AVENUE	PUMP HOUSE 6640 WEST 167 TH STREET TINLEY PARK, IL 60477			
Effective Date & Term Anniversary Date Agreement Amount Payment Schedule	: 12 MOS BEGINNING 04/01/2020 : 03/31/2021 : \$872.00 : \$436.00 SEMI-ANNUALLY	Sales Representative Proposal Date M&M customer/Site Coc Contract Number	: Mr. Bart Deval : 02/27/2020 le : VIL010/6 : PUMHOU		
At the time of scheduled Preventive Maintenance	Inspections and for the equipment liste tasks described on the following pages	d on the attached pages, N	1&M agrees to perform the		
M&M will make the follow site visits during each ter and shutdown.	ring number of Preventive Maintenance m of this Agreement. The air condition	Inspections over a total of ing and heating Inspection	the following scheduled the include equipment startup		
Air Conditioning Equipment Controls Building Automation		Refrigeration : 0 inspetended : 1 inspetended : 2 changes	ection		
equipment location, appli	s will be scheduled by M&M and will be cation and type; and Murphy & Miller's epair work, and a service report detaili	84 years of HVAC experie	nce. You will be informed		
Beginning with the effecti payment schedule shown	ive date, you agree to pay, in advance, above.	for the services described	herein according to the		
effective date and continuing give written notice of you anniversary date. Renew	pay, in advance, according to the paymusing for the duration of this Agreement. In intention not to renew and it is receive vals of this Agreement will be invoiced a lid or binding until accepted by Murphy	This Agreement shall con ad by M&M a minimum of the on the basis of prices in eff	tinue in effect unless you		
VILLAGE OF TINLEY F	ARK	MURPHY & MILLER, I	NC.		
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

	Not			
<u>Included</u>	Included	N/A	HUMIDIFIER SERVICES	
		X	Modulating Steam Humidifier	
		Х	Electric Element Humidifier	
		Х	Infra-red Humidifier	
		X	Evaporative Humidifier	
		X	Electric Cell Humidifier - Total r	on of celle:
			Cell replacement on Electric Cel	Il Humidifiers is limited to one change per year.
	Not			and the second s
Included	Included	N/A	WATER TREATMENT OFFI	200
Intracto	Included	X	WATER TREATMENT SERVICE Tower Water	LS
		â	Chilled Water	
		x	Boiler Water	
		â	Humidifiers	
		^	I lottiidillets	
	Not			
<u>Included</u>	Included	N/A	CONTROL SERVICES	
X	44.5	_	1. Controls installed by the many	ufacturer on equipment covered by this
			Agreement	and a series of a content covered by fills
				controlling devices on equipment
			covered by this Agreement	To the olding devices on equipment
		Х	Electric control systems	
		Х	Electronic control syste	
		X	Pneumatic control systematic	
		Х	3. Automatic control valve oper	rators on equipment covered by this Agreement,
			excluding valve bodies	ators on equipment covered by this Agreement,
		Х	4. Control system air compress	iors
		Х	5. Control system air driers	
	200			
	Not			
<u>Included</u>	Included X	N/A	AIR FILTER SERVICES Filter media	CHANGES PER YEAR
	Ŷ		Throw-away filters	
X	^		High-efficiency filters	
,,	X		Roll-A-Matic filters	(2) TWO
	â		Bag filters	
	â		Charcoal filters	
	â		and the second of the second o	
	^		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.





	Not		AIR CONDITIONING / REFRIGERATION /
<u>Included</u>	<u>Included</u>	<u>N/A</u>	VENTILATION / COOLING TOWER EQUIPMENT TASK LIST
			See other task lists for Absorption/Centrifugal Chiller Equipment
X			Lubricate bearings per manufacturers' recommendations.
X			2. Check oil levels.
X			Check and lubricate dampers.
X			4. Check safety and operating controls.
Х			5. Brush clean air-cooled condensers once per year.
	X		Power wash condensers once per year.
	Х		7. Separation of condenser coils.
X			8. Check belt alignment and tension.
X			9. Check voltages and motor amperage.
X			10. Tighten electrical connections.
Х			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.
			20. Drain and winterize chilled water coils.
		Х	21. Check VAV boxes and controls
		Х	22. Lubricate and adjust tower floats and linkages.
		Х	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.
		Х	28. Drain and winterize cooling tower lines.
	N		
1 minutes along	Not	****	
<u>Included</u> X	Included	<u>N/A</u>	HEATING EOUIPMENT TASK LIST
^			Check safety and operating controls.
х		X	2. Check combustion analysis on boilers.
^		V	3. Clean furnace yearly.
X		X	4. Brush clean boiler fire tubes yearly.
^		_	5. Inspect fireside of boiler/furnace.
		X	6. Visually inspect for boiler leaks.
			7. Check water level.
		X X	8. Drain, fill and vent of hot water system.
		â	Check water pressure and relief valves.
		â	10. Check heating coils annualty.
х		^	11. Check strainers, control valves, freeze stats and traps on air handling units.
^		х	iz. Check heat-exchangers annually.
		^	13. Check pumps, including vacuum, circulating, condensate, and make-up
		х	system pumps.
		â	14. Clean and flush waterside of boiler.
		^	15. Air filters required for high efficiency boilers once per year.



TERMS AND CONDITIONS

 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 & Millers 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.

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.

- 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 it 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 tiable 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 opportunity.

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- 16. Customer shall make available to Murphy & Milter'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





QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
1	CARRIER	HEATING FURNACE GAS	58STA135- 16122	4718A29209	BASEMENT
1	REZNOR	HEATING UNIT GAS	UDAP-200	BKCC79U2N9 0924X	EQUIPMENT ROOM





	INSPECTION AGE	REEMENT		
Customer's Billing Name	& Address:	Service to Be Provided	At:	
VILLAGE OF TINLEY P. 16250 SOUTH OAK PAI TINLEY PARK, IL 60477	RK AVENUE	WATER PLANT 18301 SOUTH RIDGELAND AVENUE TINLEY PARK, IL 60477		
Effective Date & Term Anniversary Date Agreement Amount Payment Schedule 12 MOS BEGINNING 04/01 03/31/2021 13 174.00 14 \$1,174.00 15 \$587.00 SEMI-ANNUALLY		20 Sales Representative : Mr. Bart Deval Proposal Date : 02/27/2020 M&M customer/Site Code : VIL010/8 Contract Number : WATPLA		
At the time of scheduled Preventive Maintenance	Inspections and for the equipment liste tasks described on the following pages	ed on the attached pages, 3.	M&M agrees to perform the	
M&M will make the follow site visits during each te and shutdown.	wing number of Preventive Maintenance rm of this Agreement. The air condition	e Inspections over a total ning and heating Inspection	of the following scheduled ons include equipment startup	
Air Conditioning Equipment Controls Building Automation			pections pection anges	
equipment location, appl	s will be scheduled by M&M and will be lication and type; and Murphy & Miller's repair work, and a service report detaili	84 years of HVAC exper	ience. You will be informed.	
Beginning with the effect payment schedule show	tive date, you agree to pay, in advance, n above.	for the services describe	d herein according to the	
give written notice of you anniversary date. Renew	pay, in advance, according to the paymuing for the duration of this Agreement. If intention not to renew and it is receive wals of this Agreement will be invoiced alid or binding until accepted by Murphy	This Agreement shall co ed by M&M a minimum of on the basis of prices in a	ontinue in effect unless you	
VILLAGE OF TINLEY	PARK	MURPHY & MILLER	JNC.	
Signature		Signature	- And the state of	
Printed Name and Title		Printed Name and Title		
Date		Date		
	Murphy & Miller, Inc. /600 West Tay	/lor/Chicago, IL 60607-442	29	





EQUIPMENT COVERAGE ADDENDUM

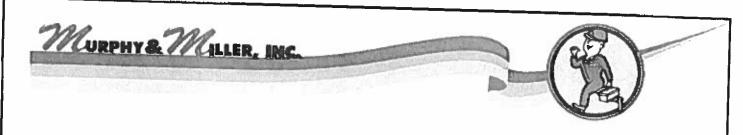
	Not			
<u>Included</u>	Included	N/A	HUMIDIFIER SERVICES	
		<u>N/A</u> X	Modulating Steam Humidifier	
		Х	Electric Element Humidifier	
		Х	Infra-red Humidifier	
		Х	Evaporative Humidifier	
		X	Electric Cell Humidifier Total r	on of cells:
			Cell replacement on Electric Cel	Il Humidifiers is limited to one change per year.
				The state of the s
	Not			
<u>Included</u>	<u>Included</u>	N/A	WATER TREATMENT SERVICE	CES
		X	Tower Water	
		X	Chilled Water	
		X	Boiler Water	
		X	Humidifiers	
	Not			
<u>Included</u>	<u>Included</u>	N/A	CONTROL SERVICES	
X			 Controls installed by the manual 	ufacturer on equipment covered by this
			Agreement	
			Built up control systems and	controlling devices on equipment
			covered by this Agreement	
		X	Electric control systems	S
		X	Electronic control syste	ms
		X	Pneumatic control system	ems
		X	3. Automatic control valve oper	ators on equipment covered by this Agreement,
			excluding valve bodies	
		Х	4. Control system air compress	ors
		X	Control system air driers	
to do a	Not	0		
<u>Included</u>	Included	N/A	AIR FILTER SERVICES	CHANGES PER YEAR
	X		Filter media	
Х	^		Throw-away filters	H 18/11/
^	v		High-efficiency filters	(2) TWO
	X		Roll-A-Matic filters	
	X		Bag filters	
	X		Charcoal filters	
	Х		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>	Not	NI/A	AIR CONDITIONING / REFRIGERATION /
Incinaen	<u>Included</u>	N/A	VENTILATION / COOLING TOWER EQUIPMENT TASK LIST
X			See other task lists for Absorption/Centrifugal Chiller Equipment
â			Lubricate bearings per manufacturers' recommendations. Check oil levels.
^		х	
X		^	Check and lubricate dampers.
â			Check safety and operating controls.
^	X		5. Brush clean air-cooled condensers once per year.
	â		6. Power wash condensers once per year.
X	^		7. Separation of condenser coils.
x			8. Check belt alignment and tension.
â			Check voltages and motor amperage. 10 Tighten electrical appropriates.
â			10. Tighten electrical connections.
â			11. Check economizer and low-ambient operation. 12. Check crank case heaters,
â			
â			13. Check drain pans and drain line heaters.
•		X	14. Check operating pressures. 15. Check defrost cycle.
X		^	
^	X		16. Check and record compressor discharge temperature.
		X	17. Check condensate and circulation pumps.
		x	18. Drain, fill and vent chilled water system.
		â	 Drain and winterize water cooled condensing units. Drain and winterize chilled water coils.
		â	21. Check VAV boxes and controls
		â	
		x	Lubricate and adjust tower floats and linkages. Check tower blow-down valve.
		â	24. Lubricate tower fan drives.
		x	25. Fill and vent towers and condenser circuit.
		x	26. Clean tower sump.
		â	
		x	27. Clean tower nozzles, header not included.28. Drain and winterize cooling tower lines.
		^	20. Drain and winterize cooring tower lines.
	Not		
<u>Included</u>	<u>Included</u>	N/A	HEATING EQUIPMENT TASK LIST
X			Check safety and operating controls.
		X	Check combustion analysis on boilers.
		X	3. Clean furnace yearly.
		X	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.
		Х	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 & Millers 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 warrents 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

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
- 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 it 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

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

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

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 AT THE TIME OF EACH VISIT.





QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	1004-0
-		AIR COND AIR COOLED	INOULL #	SERIAL#	LOCATON
1	YORK	CONDENSING UNIT	H1DB01BS06B	EDFM146329	EQUIDMENT BOOK
1	YORK	AIR COND ROOFTOP COMB HEAT/COOL	ZE060E15B4C1		EQUIPMENT ROOM
			AAA1A1A	NIK6003768	ROOF
1	YORK	AIR COND ROOFTOP COMB HEAT/COOL	ZE060E15B4C1 AAA1A1A	NIK6003767	ROOF





	INSPECTION AGI	REEMENT	
Customer's Billing Name	& Address:	Service to Be Provided A	<u>.t:</u>
VILLAGE OF TINLEY PA 16250 S. OAK PARK AV TINLEY PARK, IL 60477	/ENUE	VARIOUS LOCATIONS	
Effective Date & Term Anniversary Date Agreement Amount Payment Schedule	: 12 MOS BEGINNING 05/01/2020 : 04/30/2021 : \$16,786.43 : \$4,196.61 PER QUARTER	Sales Representative Proposal Date M&M customer/Site Coc Contract Number	: Mr. Bart Deval : 02/27/2020 le: :VIL010/VARIOUS : VARIOUS
At the time of scheduled Preventive Maintenance	Inspections and for the equipment liste tasks described on the following pages	ed on the attached pages, N	1&M agrees to perform the
M&M will make the follow site visits during each ter and shutdown.	ving number of Preventive Maintenance m of this Agreement. The air condition	a Inspections over a total of ing and heating Inspection	the following scheduled sinclude equipment startup
Air Conditioning Equipment Controls Building Automation	2 inspections4 inspections0 inspections	Refrigeration : 0 inspe Heating : 2 inspe Filters : 4 change	ctions
	s will be scheduled by M&M and will be cation and type; and Murphy & Miller's epair work, and a service report detailir		
Beginning with the effecti payment schedule shown	ve date, you agree to pay, in advance, above.	for the services described	nerein according to the
give written notice of your anniversary date. Renew	pay, in advance, according to the paym ling for the duration of this Agreement. Intention not to renew and it is receive rals of this Agreement will be invoiced of id or binding until accepted by Murphy	I his Agreement shall cont d by M&M a minimum of th	inue in effect unless you
YILLAGE OF TINLEY P	<u>ARK</u>	MURPHY & MILLER, II	NC.
Signature		Signature	
Printed Name and Title		Printed Name and Title	
Date		Date	

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





EOUIPMENT COVERAGE ADDENDUM

	Not			
Included	<u>Included</u>	N/A	HUMIDIFIER SERVICES	
		X	Modulating Steam Humidifier	
		Х	Electric Element Humidifier	
		X	Infra-red Humidifier	
		X	Evaporative Humidifier	
		Х	Electric Cell Humidifier - Total	no, of cells:
			Cell replacement on Electric Ce	ell Humidifiers is limited to one change per year.
				year.
Toronto A. A.	Not		The state of the s	
<u>Included</u>	<u>included</u>	N/A	WATER TREATMENT SERVI	CES
		X	Tower Water	tent tental
		X	Chilled Water	
		X	Boiler Water	
		X	Humidifiers	
	Not		The state of the s	
<u>Included</u>	Included	N/A	CONTROL CERTIFICA	
X	Inciducu	IV/A	CONTROL SERVICES	
~			Agreement	ufacturer on equipment covered by this
			covered by this Agreement	controlling devices on equipment
		Х	Electric control purchase	1 in the control of t
		X	Electric control system Electronic control system	8
		x	Pneumatic control syst	ems
		X	3 Automatic control valve ones	ems
		- 1	excluding valve bodies	rators on equipment covered by this Agreement,
		Х	4. Control system air compress	R Had
		X	5. Control system air driers	SUIS
		* *	o. Ookalor dystelli ali ulleis	
_	Not			
<u>Included</u>	<u>Included</u>	N/A	AIR FILTER SERVICES	CHANGES PER YEAR
		X	Filter media	THE TAXABLE PARTY OF THE PARTY
		X	Throw-away filters	
X			High-efficiency filters	(4) FOUR CUSTOMER SUPPLIED
		X	Roll-A-Matic filters	17. TOTAL DOMER COMPLIED
		X	Bag filters	
		Х	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.





Instruded	Not	***	AIR CONDITIONING / REFRIGERATION /
<u>Included</u>	<u>Included</u>	<u>N/A</u>	VENTILATION / COOLING TOWER EQUIPMENT TASK LIST
Х			See other task lists for Absorption/Centrifugal Chiller Equipment
â			Lubricate bearings per manufacturers' recommendations.
â			2. Check oil levels.
â			Check and lubricate dampers.
â			Check safety and operating controls.
^	V		5. Brush clean air-cooled condensers once per year.
	X		6. Power wash condensers once per year.
v	X		7. Separation of condenser coils.
X			8. Check belt alignment and tension.
X			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.
		Х	19. Drain and winterize water cooled condensing units.
		X	20. Drain and winterize chilled water coils.
	X		21. Check VAV boxes and controls
		Х	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 portion hander ast instant
		â	27. Clean tower nozzles, header not included.
		^	28. Drain and winterize cooling tower lines.
	Not		
<u>Included</u>	<u>Included</u>	N/A	HEATING EQUIPMENT TASK LIST
X			Check safety and operating controls.
	X		2. Check combustion analysis on boilers.
X			3. Clean furnace yearly.
	X		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 X			11 Check strainers, control volume frame state and the control volume
X			11. Check strainers, control valves, freeze stats and traps on air handling units.12. Check heat-exchangers annually.
X			12. Office treat-exchangers annually
			 Check pumps, including vacuum, circulating, condensate, and make-up system pumps.
	x		14. Clean and flush waterside of boiler.
	,,	Х	15. Air filters required for high afficiency to the
		^	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.

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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 it 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





<u>VILLAGE HALL – 16250 S. OAK PARK AVENUE</u>

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	39TH17MDAC5 -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 298823SXS	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





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

1 CARRIER		DESCRIPTION	SERIAL#	LOCATON		
		AIR COND ROOFTOP COMB HEAT/COOL	MODEL # 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		
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	38EH0183 100L	2987E39495	TBD TBD	
1	GOODMAN	AIR COND AIR COOLED		203445423	TBD	
1	CARRIER	AIR COND AIR COOLED CONDENSING UNIT	28ARZ0 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

	I			1=1AL185	
QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
		AIR COND SPLIT SYSTEM WAIR		- CEITHER	LOCATON
1_1_	CARRIER	HANDLERS	UNKNOWN	UNKNOWN	EQUIDMENT DOOM
			OITIGIOTHI	T CHARGAGIA I	EQUIPMENT ROOM

FIRE STATION #3

QTY	UNIT MAKE	DESCRIPTION	MODEL#	SERIAL#	LOCATON
1	REZNOR	HEATING MAKE UP AIR UNIT	UNKNOWN	UNKNOWN	
			0.00000000	CINICIONAL	ROOF I





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 WAIR HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM
1	CARRIER	AIR COND SLIT SYSTEM WAIR HANDLERS	UNKNOWN	UNKNOWN	EQUIPMENT ROOM



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(les) must have ADDITIONAL INSURED provision.

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	lis of Illinois, Inc. 26 Century Blvd				PHONE (ACC, No, Ext): 1-877-945-7378 FAX (ACC, No, Ext): 1-886-467-2378					450 0000	
	- Box 305191									-467-2378	
Nas	Nashville, TM 372305191 USA					ADDRESS: Certificatesswillis.com					
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В	X ANY AUTO		1					BODILY INJURY (Pe	r parton)	\$	
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	LAGE OF TINLEY PARK]*	AUTHORIZED REPRESENTATIVE						
	50 S. OAK PARK AVE					1) 0	D .				
1 1 14	LEY PARK, IL 60477				Undrea Paris						

Form A
Subcontractors who will Perform Work on the Project

ame	Address	Work to be Performed
N/A	N/A	N/A
a-16-		

Form B

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I); Individual's trade classification (indicate apprenticeship status where appropriate); Employee (E) is covered under Contractor's current workers' compensation (WC) policy; Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence
Don Hamann	E	Journeyman - Pipefitter		Will County
Andrea Martino	Е	Journeyman - Pipefitter	Y	- Will County
		1		

Form C <u>Additional Information Required</u> If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/	Original Price/ Final price	
Project Name/Year	Phone #	Final price	Subcontractors
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List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
N/A	N/A	N/A	N/A
	Ac-e-		



LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME:

MURPHY & MILLER INC

DBA: AT:

MURPHY & MILLER INC

600 W. TAYLOR ST., Apt./Suite 1

CHICAGO, IL 60607

LICENSE NO LICENSE:

3187

CODE

FEE

PRINTED ON:

06/10/2020

1010 \$****250.00

Limited Business License

Includes: HVAC - Residential; HVAC - Commercial;

PRESIDENT: JAMES J. MILLER SECRETARY: PATRICIA MILLER

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW, LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF:

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF THIS 15 DAY OF

,2020

EXPIRATION DATE:

ATTEST:

CITY CLERK

ACCOUNT NO.

TRANS NO.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES

CERTIFICATE OF REGISTRATION

ISSUED BY THE DEPARTMENT OF BUILDING AND ZONING OF COOK COUNTY

FIRM NAME:

MURPHY & MILLER, INC. 600 W TAYLOR ST CHICAGO IL 60607

TYPE OF CONTRACTOR:

HVAC

REGISTRATION NO.:

038552

DATE ISSUED:

12/2/2019

FEE PAID:

\$52,50

VALID TO: 12/31/2020



BUILDING AND ZONING COMMISSIONER TIMOTHY P. BLEUHER

Thank you for registering as a Contractor with the Cook County Department of Building and Zoning. Please be advised that you should retain the Certificate of Registration above in your office. The Contractor's Registration Card (lower right hand corner) must be kept on your person and you may be required to produce this card at times for Inspectors of the Department of Building and Zoning.

DEPARTMENT OF BUILDING & ZONING OF COOK COUNTY

TONI PRECKWINKLE President of the Board of Commissioners of Cook County

TIMOTHY P. BLEUHER Commissioner of Building and Zoning of Cook County

CONTRACTOR REGISTRATION CARD

Firm MURPHY & MILLER, INC.

Address 600 W TAYLOR ST

Owner JAMES MILLER

Type of Contractor HVAC

Authorized Member of Firm JAMES MILLER

Valid Through 12/31/2020

City of Chicago Department of Buildings General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO:

MURPHY & MILLER, INC. 600 WEST TAYLOR STREET CHICAGO IL 60607

LICENSE CLASS: (B) \$10,000,000 PROJECT CEILING



LICENSE NUMBER: TGC052364

CERTIFICATE NUMBER: GC052364-16

FEE:

\$ 1000

DATE ISSUED:

06/04/2020

DATE EXPIRES:

06/09/2021

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOL AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Lori E Lightfoot Mayor

Judith Frydland Commissioner



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MURPHY & MILLER, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON SEPTEMBER 11, 1962, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of MAY A.D. 2018.



Authentication #: 1815001888 verifiable until 05/30/2019
Authenticate at: http://www.cyberdriveillinois.com

Desse White

SECRETARY OF STATE