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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois  
Will County, Illinois**

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**RESOLUTION  
NO. 2022-R-058**

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**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY  
PARK AND MURPHY & MILLER, INC FOR HVAC SERVICE AGREEMENT**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**RESOLUTION NO. 2022-R-058**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY & MILLER, INC FOR HVAC SERVICE AGREEMENT**

**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 a/an Agreement with Murphy & Miller, 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**.

**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.

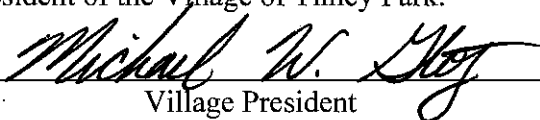
**ADOPTED** this June day of 7th, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Brady, Galante, MAhoney, mueller, Sullivan

**NAYS:** None

**ABSENT:** Brennan

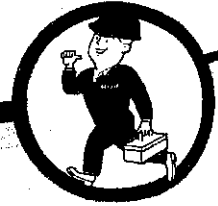
**APPROVED** this June day of 7th 2022, by the President of the Village of Tinley Park.

  
Village President

**ATTEST:**  
  
Village Clerk

# **EXHIBIT 1**

**AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY &  
MILLER, INC FOR HVAC SERVICE AGREEMENT**



## INSPECTION AGREEMENT

**Customer's Billing Name & Address:**

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

**Service to Be Provided At:**

VARIOUS LOCATIONS

Effective Date & Term : 12 MOS BEGINNING 05/01/2022  
Anniversary Date : 04/30/2023  
Agreement Amount : \$17,457.88  
Payment Schedule : \$4,364.47 PER QUARTER

Sales Representative : Mr. Bart Deval  
Proposal Date : 03/30/2022  
M&M customer/Site Code: VIL010/VARIOUS  
Contract Number : VARIOUS

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

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

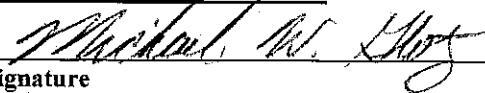
Air Conditioning	: 2 inspections	Refrigeration	: 0 inspections
Equipment Controls	: 4 inspections	Heating	: 2 inspections
Building Automation	: 0 inspections	Filters	: 4 changes

M&M Inspection activities will be scheduled by M&M and will be based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 84 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

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

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

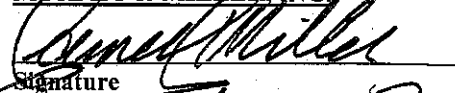
**VILLAGE OF TINLEY PARK**

  
Signature

Michael W. Glotz, Village President  
Printed Name and Title

June 7, 2022  
Date

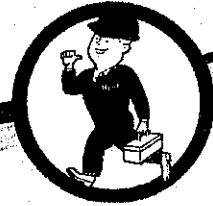
**MURPHY & MILLER, INC.**

  
Signature

JAMES MILLER, PRES & CEO  
Printed Name and Title

6/11/22  
Date

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



## EQUIPMENT COVERAGE ADDENDUM

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	
			<b><u>HUMIDIFIER SERVICES</u></b>
		X	Modulating Steam Humidifier
		X	Electric Element Humidifier
		X	Infra-red Humidifier
		X	Evaporative Humidifier
		X	Electric Cell Humidifier -- Total no. of cells: Cell replacement on Electric Cell Humidifiers is limited to one change per year.
			<b><u>WATER TREATMENT SERVICES</u></b>
		X	Tower Water
		X	Chilled Water
		X	Boiler Water
		X	Humidifiers
			<b><u>CONTROL SERVICES</u></b>
<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	1. Controls installed by the manufacturer on equipment covered by this Agreement
X			2. Built up control systems and controlling devices on equipment covered by this Agreement
		X	Electric control systems
		X	Electronic control systems
		X	Pneumatic control systems
		X	3. Automatic control valve operators on equipment covered by this Agreement, excluding valve bodies
		X	4. Control system air compressors
		X	5. Control system air driers
			<b><u>AIR FILTER SERVICES</u></b>
			<b><u>CHANGES PER YEAR</u></b>
		X	Filter media
		X	Throw-away filters
X			High-efficiency filters
		X	Roll-A-Matic filters
		X	Bag filters
		X	Charcoal filters
		X	Washable filters
			<b>(4) FOUR CUSTOMER SUPPLIED</b>

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



<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>AIR CONDITIONING / REFRIGERATION / VENTILATION / COOLING TOWER EQUIPMENT TASK LIST</u>
			See other task lists for Absorption/Centrifugal Chiller Equipment
X			1. Lubricate bearings per manufacturers' recommendations.
X			2. Check oil levels.
X			3. Check and lubricate dampers.
X			4. Check safety and operating controls.
X			5. Brush clean air-cooled condensers once per year.
	X		6. Power wash condensers once per year.
	X		7. Separation of condenser coils.
X			8. Check belt alignment and tension.
X			9. Check voltages and motor amperage.
X			10. Tighten electrical connections.
X			11. Check economizer and low-ambient operation.
X			12. Check crank case heaters.
X			13. Check drain pans and drain line heaters.
X			14. Check operating pressures.
		X	15. Check defrost cycle.
X			16. Check and record compressor discharge temperature.
		X	17. Check condensate and circulation pumps.
		X	18. Drain, fill and vent chilled water system.
		X	19. Drain and winterize water cooled condensing units.
		X	20. Drain and winterize chilled water coils.
	X		21. Check VAV boxes and controls
		X	22. Lubricate and adjust tower floats and linkages.
		X	23. Check tower blow-down valve.
		X	24. Lubricate tower fan drives.
		X	25. Fill and vent towers and condenser circuit.
		X	26. Clean tower sump.
		X	27. Clean tower nozzles, header not included.
		X	28. Drain and winterize cooling tower lines.

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>HEATING EQUIPMENT TASK LIST</u>
X			1. Check safety and operating controls.
	X		2. Check combustion analysis on boilers.
X			3. Clean furnace yearly.
	X		4. Brush clean boiler fire tubes yearly.
X			5. Inspect fireside of boiler/furnace.
X			6. Visually inspect for boiler leaks.
X			7. Check water level.
	X		8. Drain, fill and vent of hot water system.
X			9. Check water pressure and relief valves.
X			10. Check heating coils annually.
X			11. Check strainers, control valves, freeze stats and traps on air handling units.
X			12. Check heat-exchangers annually.
X			13. Check pumps, including vacuum, circulating, condensate, and make-up system pumps.
	X		14. Clean and flush waterside of boiler.
		X	15. Air filters required for high efficiency boilers once per year.



## TERMS AND CONDITIONS

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



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

**ADDITIONAL PROVISIONS:**

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

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

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





**LOCATIONS COVERED UNDER THIS AGREEMENT**

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



## EQUIPMENT COVERED UNDER THIS CONTRACT

### VILLAGE HALL – 16250 S. OAK PARK AVENUE

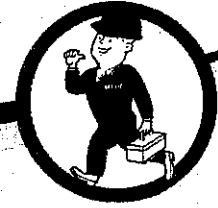
QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	TRANE	AIR COND AIR COOLED CONDENSING UNIT	RAUCC30EBY0 30BD	C07C03130	TBD
1	TRANE	VENTILATION AIR HANDLING UNIT	TBD	KB7A24780	TBD
1	WEIL MCLAIN	HEATING BOILER GAS FIRED	LGB-6	2	EQUIPMENT ROOM
1	WEIL MCLAIN	HEATING BOILER GAS FIRED	LGB-7	CP1301403	EQUIPMENT ROOM
1	CARRIER	VENTILATION AIR HANDLING UNIT	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. 183<sup>RD</sup> 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



**EQUIPMENT COVERED UNDER THIS CONTRACT**

**PUBLIC SAFETY GARAGE POST #12 – 17355 S. 68<sup>TH</sup> COURT**

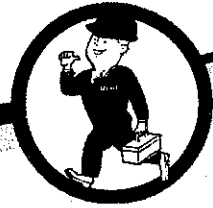
QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TMO 08-500	1106G40640	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TME00 6-500	TBD	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL	48TME00 6-500	1507G02019	ROOF
1	CARRIER	AIR COND ROOFTOP COMB HEAT/COOL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

**FIRE STATION #2**

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

**FIRE STATION #3**

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



**EQUIPMENT COVERED UNDER THIS CONTRACT**

**FIRE STATION #4**

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



## INSPECTION AGREEMENT

Customer's Billing Name & Address:

VILLAGE OF TINLEY PARK  
16250 SOUTH OAK PARK AVENUE  
TINLEY PARK, IL 60477

Service to Be Provided At:

TINLEY PARK METRA STATION  
18001 SOUTH 80<sup>TH</sup> AVENUE  
TINLEY PARK, IL 60477

Effective Date & Term : 12 MOS BEGINNING 05/01/2022  
Anniversary Date : 04/30/2023  
Agreement Amount : \$3,557.00  
Payment Schedule : \$889.25 PER QUARTER

Sales Representative : Mr. Bart Deval  
Proposal Date : 03/30/2022  
M&M customer/Site Code : VIL010/7  
Contract Number : 80HVAC

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

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

Air Conditioning : 2 inspections  
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 based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 84 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

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

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

VILLAGE OF TINLEY PARK

Michael W. Glotz  
Signature  
Michael W. Glotz, Village President  
Printed Name and Title  
June 7, 2022  
Date

MURPHY & MILLER, INC.

James Miller  
Signature  
JAMES MILLER, PRES + CEO  
Printed Name and Title  
6/11/22  
Date

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



EQUIPMENT COVERAGE ADDENDUM

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>HUMIDIFIER SERVICES</u>	
		X	Modulating Steam Humidifier	
		X	Electric Element Humidifier	
		X	Infra-red Humidifier	
		X	Evaporative Humidifier	
		X	Electric Cell Humidifier -- Total no. of cells:	
			Cell replacement on Electric Cell Humidifiers is limited to one change per year.	
<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>WATER TREATMENT SERVICES</u>	
		X	Tower Water	
		X	Chilled Water	
		X	Boiler Water	
		X	Humidifiers	
<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>CONTROL SERVICES</u>	
X			1. Controls installed by the manufacturer on equipment covered by this Agreement	
			2. Built up control systems and controlling devices on equipment covered by this Agreement	
		X	Electric control systems	
		X	Electronic control systems	
		X	Pneumatic control systems	
		X	3. Automatic control valve operators on equipment covered by this Agreement, excluding valve bodies	
		X	4. Control system air compressors	
		X	5. Control system air driers	
<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	<u>AIR FILTER SERVICES</u>	<u>CHANGES PER YEAR</u>
	X		Filter media	
	X		Throw-away filters	
X			High-efficiency filters	<b>FOUR (4)</b>
	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.



Included      Not Included      N/A

**AIR CONDITIONING / REFRIGERATION / VENTILATION / COOLING TOWER EQUIPMENT TASK LIST**

See other task lists for Absorption/Centrifugal Chiller Equipment

- |   |   |   |   |
|---|---|---|---|
| X |   |   | 1. Lubricate bearings per manufacturers' recommendations. |
| X |   |   | 2. Check oil levels.                                      |
| X |   |   | 3. Check and lubricate dampers.                           |
| X |   |   | 4. Check safety and operating controls.                   |
| X |   |   | 5. Brush clean air-cooled condensers once per year.       |
|   | X |   | 6. Power wash condensers once per year.                   |
|   | X |   | 7. Separation of condenser coils.                         |
| X |   |   | 8. Check belt alignment and tension.                      |
| X |   |   | 9. Check voltages and motor amperage.                     |
| X |   |   | 10. Tighten electrical connections.                       |
| X |   |   | 11. Check economizer and low-ambient operation.           |
| X |   |   | 12. Check crank case heaters.                             |
| X |   |   | 13. Check drain pans and drain line heaters.              |
| X |   |   | 14. Check operating pressures.                            |
|   |   | X | 15. Check defrost cycle.                                  |
| X |   |   | 16. Check and record compressor discharge temperature.    |
|   | X |   | 17. Check condensate and circulation pumps.               |
|   |   | X | 18. Drain, fill and vent chilled water system.            |
|   |   | X | 19. Drain and winterize water cooled condensing units.    |
|   |   | X | 20. Drain and winterize chilled water coils.              |
|   |   | X | 21. Check VAV boxes and controls                          |
|   |   | X | 22. Lubricate and adjust tower floats and linkages.       |
|   |   | X | 23. Check tower blow-down valve.                          |
|   |   | X | 24. Lubricate tower fan drives.                           |
|   |   | X | 25. Fill and vent towers and condenser circuit.           |
|   |   | X | 26. Clean tower sump.                                     |
|   |   | X | 27. Clean tower nozzles, header not included.             |
|   |   | X | 28. Drain and winterize cooling tower lines.              |

Included      Not Included      N/A

**HEATING EQUIPMENT TASK LIST**

- |   |  |   |   |
|---|--|---|---|
| X |  |   | 1. Check safety and operating controls.   |
|   |  | X | 2. Check combustion analysis on boilers.  |
|   |  | X | 3. Clean furnace yearly.  |
|   |  | X | 4. Brush clean boiler fire tubes yearly.  |
| X |  |   | 5. Inspect fireside of boiler/furnace.  |
|   |  | X | 6. Visually inspect for boiler leaks.   |
|   |  | X | 7. Check water level.   |
|   |  | X | 8. Drain, fill and vent of hot water system.  |
|   |  | X | 9. Check water pressure and relief valves.  |
|   |  | X | 10. Check heating coils annually.   |
|   |  | X | 11. Check strainers, control valves, freeze stats and traps on air handling units.    |
|   |  | X | 12. Check heat-exchangers annually.   |
|   |  | X | 13. Check pumps, including vacuum, circulating, condensate, and make-up system pumps. |
|   |  | X | 14. Clean and flush waterside of boiler.  |
|   |  | X | 15. Air filters required for high efficiency boilers once per year.                   |



## TERMS AND CONDITIONS

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





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

**ADDITIONAL PROVISIONS:**

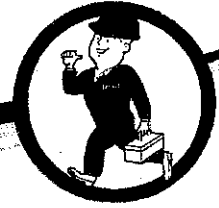
**CUSTOMER TO SUPPLY FILTERS AND BELTS**



**EQUIPMENT COVERED UNDER THIS CONTRACT**

QTY	UNIT MAKE	DESCRIPTION	MODEL #	SERIAL #	LOCATON
1	CLIMATE MASTER	HEATING HEAT PUMP	TOHW10BHJ1CBAAS	1811C20723	BASEMENT
1	CLIMTAE 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











## INSPECTION AGREEMENT

**Customer's Billing Name & Address:**

VILLAGE OF TINLEY PARK  
16250 SOUTH OAK PARK AVENUE  
TINLEY PARK, IL 60477

**Service to Be Provided At:**

TINLEY PARK METRA STATION  
18001 SOUTH 80<sup>TH</sup> AVENUE  
TINLEY PARK, IL 60477

Effective Date & Term : 12 MOS BEGINNING 05/01/2022  
Anniversary Date : 04/30/2023  
Agreement Amount : \$3,699.30  
Payment Schedule : \$616.55 EVERY OTHER MONTH

Sales Representative : Mr. Bart Deval  
Proposal Date : 03/30/2022  
M&M customer/Site Code : VIL010/7  
Contract Number : 80REFR

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

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

Air Conditioning : 2 inspections  
Equipment Controls : 4 inspections  
Building Automation : 0 inspections

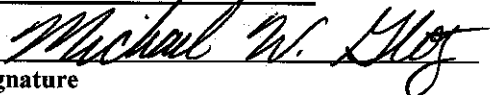
Refrigeration : 0 inspections  
Heating : 2 inspections  
Filters : 4 changes

M&M Inspection activities will be scheduled by M&M and will be based on manufacturers' recommendations; equipment location, application and type; and Murphy & Miller's 84 years of HVAC experience. You will be informed of our maintenance and repair work, and a service report detailing work done will be presented after each service call for your records.

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

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

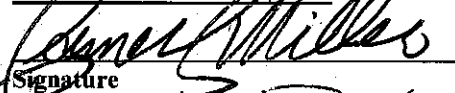
**VILLAGE OF TINLEY PARK**

  
Signature

Michael W. Glotz, Village President  
Printed Name and Title

June 7, 2022  
Date

**MURPHY & MILLER, INC.**

  
Signature

JAMES MILLER PRES & CEO  
Printed Name and Title

6/11/22  
Date

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



## EQUIPMENT COVERAGE ADDENDUM

<u>Included</u>	<u>Not Included</u>	<u>N/A</u>	
			<b><u>HUMIDIFIER SERVICES</u></b>
		X	Modulating Steam Humidifier
		X	Electric Element Humidifier
		X	Infra-red Humidifier
		X	Evaporative Humidifier
		X	Electric Cell Humidifier -- Total no. of cells:
			Cell replacement on Electric Cell Humidifiers is limited to one change per year.
			<b><u>WATER TREATMENT SERVICES</u></b>
		X	Tower Water
		X	Chilled Water
		X	Boiler Water
		X	Humidifiers
			<b><u>CONTROL SERVICES</u></b>
X			1. Controls installed by the manufacturer on equipment covered by this Agreement
			2. Built up control systems and controlling devices on equipment covered by this Agreement
		X	Electric control systems
		X	Electronic control systems
		X	Pneumatic control systems
		X	3. Automatic control valve operators on equipment covered by this Agreement, excluding valve bodies
		X	4. Control system air compressors
		X	5. Control system air driers
			<b><u>AIR FILTER SERVICES</u></b>
			<b><u>CHANGES PER YEAR</u></b>
	X		Filter media
	X		Throw-away filters
X			High-efficiency filters
	X		Roll-A-Matic filters
	X		Bag filters
	X		Charcoal filters
	X		Washable filters
			<b>FOUR (4)</b>

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 Included      N/A

**AIR CONDITIONING / REFRIGERATION / VENTILATION / COOLING TOWER EQUIPMENT TASK LIST**

See other task lists for Absorption/Centrifugal Chiller Equipment

- |   |   |   |   |
|---|---|---|---|
| X |   |   | 1. Lubricate bearings per manufacturers' recommendations. |
| X |   |   | 2. Check oil levels.                                      |
| X |   |   | 3. Check and lubricate dampers.                           |
| X |   |   | 4. Check safety and operating controls.                   |
| X |   |   | 5. Brush clean air-cooled condensers once per year.       |
|   | X |   | 6. Power wash condensers once per year.                   |
|   | X |   | 7. Separation of condenser coils.                         |
| X |   |   | 8. Check belt alignment and tension.                      |
| X |   |   | 9. Check voltages and motor amperage.                     |
| X |   |   | 10. Tighten electrical connections.                       |
| X |   |   | 11. Check economizer and low-ambient operation.           |
| X |   |   | 12. Check crank case heaters.                             |
| X |   |   | 13. Check drain pans and drain line heaters.              |
| X |   |   | 14. Check operating pressures.                            |
|   |   | X | 15. Check defrost cycle.                                  |
| X |   |   | 16. Check and record compressor discharge temperature.    |
|   | X |   | 17. Check condensate and circulation pumps.               |
|   |   | X | 18. Drain, fill and vent chilled water system.            |
|   |   | X | 19. Drain and winterize water cooled condensing units.    |
|   |   | X | 20. Drain and winterize chilled water coils.              |
|   |   | X | 21. Check VAV boxes and controls                          |
|   |   | X | 22. Lubricate and adjust tower floats and linkages.       |
|   |   | X | 23. Check tower blow-down valve.                          |
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|   |   | X | 26. Clean tower sump.                                     |
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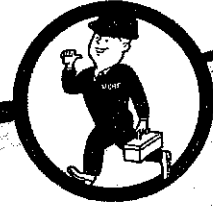
**HEATING EQUIPMENT TASK LIST**

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|   |  | X | 6. Visually inspect for boiler leaks.   |
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**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
1	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 LEVEL/ICE 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

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-058, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY & MILLER, INC FOR HVAC SERVICE AGEEMENT,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June day of 7th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this June day of 7th, 2022.

---

VILLAGE CLERK

# Tinley Park

## CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: 2022-R-058 HVAC Maintenance Murphy & Miller

Exhibits Attached: Yes  No

Contracting Party/Vendor: Murphy & Miller, Inc (600 W. Taylor St. Chicago, IL 60607)

Contract Contact Info: Bart Deval, 600 W. Taylor St. Chicago, IL 60607 (312-427-8900)

Bid Opening Date (If applicable): N/A

Mylar (Rcvd by Clerk's Office): Y/N - Date Sent for Recording: \_\_\_\_\_ Date Recorded: \_\_\_\_\_

Certificates of Insurance Received: Yes  No

Contract Expiration: Date: 1/30/2023

Signature of Contracting Party received: Yes  Date: 062122

Staff Review Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Attorney Review: Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Village Manager Review: Date: 6/3/2022 Approved Via: in person By: PC

Committee Review Date: 6/7/2022 Committee Type: COW

Committee Approval Date: 6/7/2022 Committee Type: COW

Village Board Meeting: Date: 6/7/2022 (Consent)

Village Board Approval: Date: 6/7/2022 Approved: X Denied: \_\_\_\_\_

Notes: