
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2022-R-057**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND TOTAL AUTOMATION, INC FOR BUILDING AUTOMATION SERVICE
AGREEMENT**

**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**

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

RESOLUTION NO. 2022-R-057

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL AUTOMATION, INC FOR BUILDING AUTOMATION 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 an Agreement with Total Automation, 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.

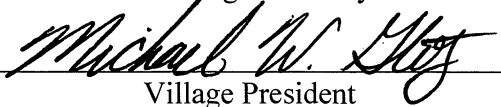
ADOPTED this June day of 7th, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Galante, Manhone, 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 TOTAL
AUTOMATION, INC FOR BUILDING AUTOMATION SERVICE AGREEMENT**

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 **Total Automation Concepts, 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 **Thirty Eight Thousand and Sixteen 00/100 Dollars (\$38,016.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$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 John C. Lindemulder Jr, as President and on behalf
(Name) (Title)
of Total Automation Concepts, Inc. having been duly sworn under oath certifies that:
(Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership ☐ LLC
☒ Corporation ☐ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

ILLINOIS

Authorized to do business in the State of Illinois:

Yes ☒ No ☐

Describe supporting documentation attached: _____

Federal Employer I.D. #: 36-2814872

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue:

Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): 36-28144872-000

Registered with Illinois Department of Employment Security:

Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): 0521945

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years

Yes ☐ No ☒

"No" means "not applicable." If "yes," describe lien/delinquencies and 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 ☒ 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 ☒ No ☐

Professional or Trade Licenses

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

Yes ☐ No ☐

License	Number	Date Issued	Current Expiration	Holder of License

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

☒ 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

☒ Professional or Trade Licenses

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Total Automation Concepts, Inc.
Name of Contractor (please print)


Submitted by (signature)

PRESIDENT
Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Total Automation Concepts, Inc.
Name of Contractor (please print)

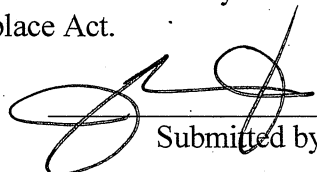

Submitted by (signature)

PRESIDENT
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Total Automation Concepts, Inc.
Name of Contractor (please print)

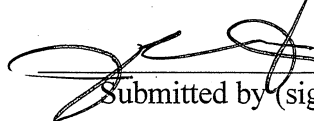

Submitted by (signature)

PRESIDENT
Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Total Automation Concepts, Inc.
Name of Contractor (please print)


Submitted by (signature)

President
Title

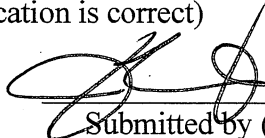
Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

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)

Total Automation Concepts, Inc.
Name of Contractor (please print)


Submitted by (signature)

President
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

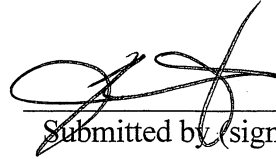
current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Total Automation Concepts, Inc.

Name of Contractor (please print)

PRESIDENT

Title



Submitted by (signature)

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

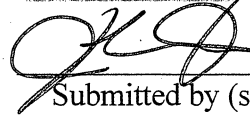
The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

Total Automation Concepts, Inc.

Name of Contractor (please print)

PRESIDENT

Title



Submitted by (signature)

[Signature Page to Follow]

Total Automation Concepts, Inc.

BY: [Signature]

6-15-2012
Date

Printed Name: John C. Lindahl

Title: Co-President

VILLAGE OF TINLEY PARK

BY: Michael W. Glotz
Michael W. Glotz, Village President
(required if Contract is \$20,000 or more)

June 7, 2022
Date

ATTEST:

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

June 7, 2022
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for Village Facilities Building Temperature Controls as detailed in:

- **Proposal titled: Building Automation Service Agreement #TINLP1 Commercial – 1 Year**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A

Subcontractors who will Perform Work on the Project

[illegible]

Individuals who will perform work on the project

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.

[illegible]

Form C

Additional Information Required

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.

[illegible]

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	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Lindsey Todt PHONE (A/C, No, Ext): (847) 598-8753 E-MAIL ADDRESS: Lindsey.Todt@MarshMMA.com FAX (A/C, No): (847) 440-9123
INSURED Total Automation Concepts Inc. 5602 W. 120th Street Alsip IL 60803	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: Hanover Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1591128726**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CPP21115720301	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA21115710301	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CU21115730302	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		WC21142640201	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased & Rented		IHCA25725708	4/1/2022	4/1/2023	Limit \$100,000 Deductible \$1,000

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: CA21115710301

COMMERCIAL AUTO

CA 71 65 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY
INSURED CONTRACT OR CERTIFICATE**

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective: 04/01/2022	Countersigned By:
Named Insured: Total Automation Concepts Inc	(Authorized Representative)

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

Any person or organization with whom you have an "insured contract" which requires:

- i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
- ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

- d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©Amerisure Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

Policy Number CPP21115720301	Agency Number 0295855	Policy Effective Date 04/01/2022
Policy Expiration/Cancellation Date 04/01/2023	Date 03/23/2022	Account Number 20034439
Named Insured Total Automation Concepts Inc	Agency Assurance Agency, LTD	Issuing Company Amerisure Insurance Company

1. SECTION II - WHO IS AN INSURED is amended to add as an insured any person or organization:

- a. Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
- b. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, written agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

2. SECTION II - WHO IS AN INSURED is amended to add the following:

If the additional insured is:

- a. An individual, their spouse is also an additional insured.
- b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
- c. A limited liability company, members and managers are also additional insureds.
- d. An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
- e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

3. The insurance provided to the additional insured under this endorsement is limited as follows:

- a. That person or organization is only an additional insured with respect to liability arising out of:
 - (1) Premises you own, rent, lease, or occupy; or
 - (2) Your ongoing operations, unless the written contract, written agreement or certificate of insurance also requires completed operations coverage (or wording to the same effect), in which case the coverage provided shall extend to your completed operations for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or written agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- b. The limits of insurance applicable to the additional insured are the least of those specified in the:
- (1) Written contract or written agreement;
 - (2) Certificate of insurance; or
 - (3) Declarations of this policy.
- The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- c. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
- d. If a written contract, written agreement or certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.
SCHEDULE**

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Copyright, Insurance Services Office, Inc., 1984

CG 20 10 11 85

- e. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:
- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
 - (2) Supervisory, inspection, or engineering services.

- f. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, written agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 49459629

Entity Name AMBER MECHANICAL CONTRACTORS INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Tuesday, 25 February 1969

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name
ROBERT D GOLDSTINE

Address

835 MCCLINTOCK DRIVE
BURR RIDGE , IL 60527

Change Date
Wednesday, 4 August 1999

Annual Report

Filing Date
Monday, 27 January 2020

For Year
2020

Officers

President

Name & Address

JOHN C LINDEMULDER, JR. 11950SCENTRAL AVE, ALSIP IL 60803

Secretary

Name & Address

ROBERT A BOER, 11950 S CENTRALAVE, ALSIP IL 60803

Assumed Name

ACTIVE

AMBER HEATING & AIR CONDITIONING

ACTIVE

TOTAL AUTOMATION CONCEPTS, INC.

Old Corp Name

10/15/1987

AMBER/BLOEM HEATING AND AIR CONDITIONING, INC.

Certificate of Registration

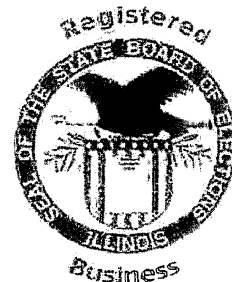
STATE BOARD OF ELECTIONS

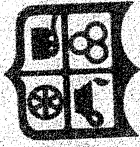
Registration No. 15738

AMBER MECHANICAL CONTRACTORS INC
11950 S CENTRAL AVE
ALSIP IL 60803

Information for this business last updated on:
Friday, April 14, 2017

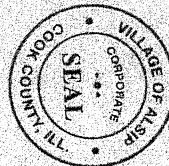
Certificate produced on Friday, April 14, 2017 at 11:13 AM





Village of Alsip License

4500 W. 123rd STREET · ALSIP, IL 60803



Business Name:

AMBER MECHANICAL CONTRACTORS

Phone Number:

708-597-9700

Location Address:

11950 S CENTRAL AVE

Lic Nbr / Class:

22-00003907 / 0003000

Issue Date:

March 29, 2022

Expiration Date:

April 30, 2023

Lic Fee:

\$200.00

Penalty:

\$0.00

Total:

\$300.00

PLEASE DISPLAY LICENSE IN VIEW FOR CUSTOMERS

Mayor John

Ryan:

Clerk Renee

Harding:

Renee Harding



International Association of Sheet Metal, Air, Rail and Transportation
CHICAGO, COOK COUNTY AND LAKE COUNTY, ILLINOIS

Executive Board Meetings Third Thursday of each month



**Sheet Metal Workers'
Local 73**

4550 ROOSEVELT ROAD
HILLSIDE, IL 60162-2053
708.449.0073
FAX 708.449.7337
www.smw73.org

DANIEL M. AHERN

Financial Secretary-Treasurer

RAYMOND SUGGS

President and Business Manager

MICHAEL A. VITTORIO

Recording Secretary

June 7, 2022

Amber Mechanical Contractors, Inc.
11950 S. Central Avenue
Alsip, IL. 60803

To Whom It May Concern:

Amber Mechanical Contractors, Inc. as of today's, date, has been signatory with Local 73 since May of 2002. Amber Mechanical Contractors, Inc. is compliant with their reporting, including union fringe benefits and payments through April 30, 2022.

They are in good standing with Local 73.

Sincerely,

A handwritten signature in cursive script that reads "Daniel M. Ahern".

Daniel M. Ahern
Financial Secretary-Treasurer



Certificate of Registration

CHICAGO SHEET METAL WORKERS AREA JOINT APPRENTICESHIP COMMITTEE
(Cook and Lake Counties)

Chicago, Illinois

for the trade classification of SHEET-METAL WORKER

*Issued in recognition of the above apprenticeship system, registered as part of the National
Apprenticeship Program, in accordance with the standards recommended by the*

FEDERAL COMMITTEE ON APPRENTICESHIP
and the National Apprenticeship and Training Standards for the Sheet Metal Industry

June 29, 1942
Date Rev. 4/23/65

Registry No. 12938

W. Wheeler Wright
Secretary of Labor
Hugh C. Murphy
Administrator, Bureau of Apprenticeship and Training



10090 GEORGIA STREET, SUITE #1 • CROWN POINT, IN 46307-9849
PHONE 219-795-1566 • FAX 219-795-1575 • www.pf597.org

June 22, 2022

Re: Amber Mechanical

Please be advised that Amber Mechanical has fulfilled its obligations under the applicable collective bargaining agreement. They are a signatory contractor in good standing through May 2022 with Pipe Fitters Association Local Union 597.

If you have any further questions or require additional information, please call me.

Sincerely,

Tim Gillooley

Tim Gillooley
Recording Secretary

TG/tm

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Pipe Fitters' Training Fund Local 597

Mokena, Illinois

For the Trades of: Pipe Fitter

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

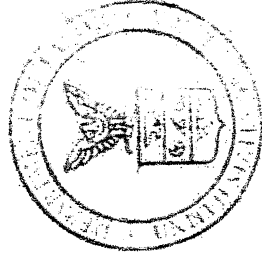
December 31, 1978

Revised: May 13, 2014

IL017780093

Date

Registration No.



John E. G. B.

Secretary of Labor

John V. Ladd

Administrator, Office of Apprenticeship

CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

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

PRINTED ON:
01/19/2022

NAME: **AMBER MECHANICAL CONTRACTORS**

AMBER MECHANICAL CONTRACTORS

11950 S. CENTRAL AVE.

ALSIP, IL 60803

1ST

LICENSE NO.: 19866

LICENSE:

Limited Business License

CODE: 1010

FEE: \$****250.00

PRESIDENT: JOHN C. LINDEMULDER

SECRETARY: WILLIAM J. BEUKEMA

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.

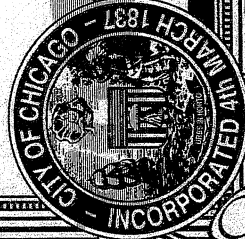
WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 15 DAY OF FEBRUARY, 2022

EXPIRATION DATE:

February 15, 2024

ATTEST:



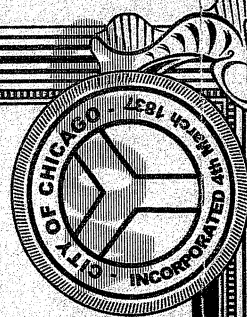
Lori E. Lightfoot
MAYOR

ACCOUNT NO.

TRANS NO. 28897

SITE : 1

Anna H. Valencia
CITY CLERK



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

**BUILDING AUTOMATION SERVICE AGREEMENT #TINLPK1
COMMERCIAL – 1 Year**

Page 1 of 3

Purchaser

Village of Tinley Park
16250 Oak Park Ave
Tinley Park, Illinois 60477

This agreement includes planned maintenance services on your Schneider Electric building automation systems at the following locations:

- Village Hall – 16250 Oak Park Ave, Tinley Park, IL
- Police Department – 7850 W. 183rd Street, Tinley Park, IL
- Public Works – 7980 W. 183rd Street, Tinley Park, IL
- Oak Park Ave Train Station – 6700 South Street, Tinley Park, IL
- 80th Ave Train Station – 18001 80th Ave, Tinley Park, IL
- Fire Station 1 (Safety Building) – 17255 68th Court, Tinley Park, IL
- Fire Station 47 – 7825 W. 167th Street, Tinley Park, IL
- Fire Station 3 – 9191 175th Street, Tinley Park, IL
- Fire Station 4 – 7801 W. 191st Street, Tinley Park, IL

Total Automation Concepts will check all field devices, controllers and network elements as indicated below.

This is recommended for all sites to maintain original condition of the installed and commissioned systems.

This is accomplished by providing necessary testing and calibration, identifying detects and potential problem areas and reducing the likelihood that emergencies will occur.

This agreement will be performed during normal business hours (7:00am to 4:00pm, Monday thru Friday)

This agreement is in effect for a period of one (1) year beginning **5/1/22** and ending **4/30/23**.

This agreement will include (3) additional quarterly inspections.

This agreement includes:

System Software Upgrades:

- This includes system and security software upgrades. You will receive the latest software and security revisions and documentation.
- All field devices will receive the latest necessary firmware upgrades.
- We will update your system once a year with these updates. At that time we will include on-site training to familiarize you with these new features as they are added to your system to be sure that you gain the full benefit of the latest product enhancements.

Database Protection:

- The database protection prepares your system to be restored in the event of damage to the system or the information contained within it. Upon completion of the system backup you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- This agreement will include (1) backup routine a year, performed on the entire building automation system, including the front end work station or servers as well as your entire network of field controllers.

Building Automation Network Equipment and Field Controller Inspections:

- This includes planned maintenance routines performed on network interfaces, routers and field controllers.
- Checking the battery backup circuit, scan times and verifying control loops.

System Testing:



- System testing involves testing individual systems and validating items such as critical alarms, smoke control sequences and safety circuits. Results of this testing will verify proper operation of critical systems and identify any potential problems.

Remote Support Service:

- A service engineer or system programmer will assist you with troubleshooting software programs, PID loops and any other issues with which you need assistance.
- This includes (1) hour per month of remote support services. Additional remote services will be billed at preferred rates.
- You the customer are responsible for local system communication cost and access.

Priority Telephone Assistance:

- We will provide access to our emergency service call line which enables you to access our pool of on-call engineers, upon placing a call you will be asked details about your site, system and your contact number. An engineer will then contact you to discuss the problem and will attempt to identify the solution over the remote access.
- Should the engineer be unable to identify the solution remotely then he will advise you of the initial cost of a site visit and the availability of a service engineer.

This agreement provides you with preferential treatment as a Service Agreement Customer, and guarantees you same day service for Normal and Emergency Service calls.

This agreement gives you preferred labor rates which is 10% off Total Automation Concepts standard labor rates.

This agreement gives you 10% off all parts and labor on all repair service while under agreement.

This agreement maintain records of service inspections, indicating type of service, or adjustments made on the system by our technicians.

Any items found in need of repair or replacement during our inspections will be quoted to the customer for authorization to proceed.

This agreement does not include:

The items below are not included in this agreement, Labor and material will be billed at preferred rates with a four (4) hour minimum charge.

Repair/Emergency Services:

- Labor and material repair/replacement cost to your system.
- Labor and material repair/replacement will be performed during normal business hours (7:00am thru 4:00pm, Monday thru Friday) and will be billed at preferred rates with a (4) four hour minimum charge.
- **24 Hour Emergency Repair Service** including Saturdays, Sundays, and Holidays, labor and material performed after normal working hours will be billed at premium rates with a (4) four hour minimum charge.

Short Term Cancellation Provision:

If the Purchaser cancels this Agreement short of the Full Term, the Return Premium shall be based upon 90% of the unearned Pro-Rated Premium less any service calls that have been performed and any equipment/material installed under this Agreement. If Total Automation Concepts cancels the Agreement short of full term, the Return Premium shall be based upon 100% of the Pro-Rated Premium





5602 W. 120th Street
Alsip, Illinois 60803
Phone: 708-597-3143
Fax: 708-824-3845
www.ta-concepts.com

Agreement Cost: Monthly

The cost of this Agreement is **\$38,016.00**, payable in (12) equal monthly installments of **\$3,168.00** throughout the term of the Agreement.

Or

Agreement Cost: Quarterly

The cost of this Agreement is **\$38,016.00**, payable in (4) equal quarterly installments of **\$9,504.50** throughout the term of the Agreement.

Terms:

All invoices are due by the 10th of the month.

We will provide Certificates of Insurance upon request.

Acceptance:

Accepted Date: _____
Village of Tinley Park

Agreement #TINLPK1

Respectfully Submitted:
Total Automation Concepts, Inc.

Zachary S. Propper
Project Estimator

Title: _____

Site Contact Information

Name:
Position:
Office Phone:
Cell Phone:
Fax #:
Email:
Special site notes:

Billing Information

Contact Name:
Position:
Office Phone:
Cell Phone:
Fax #:
Email:

Bill to address:

Attention to:

Billing Cycle: Monthly _____ Quarterly _____ Semiannually _____ Annually _____



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-057, "**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL AUTOMATION, INC FOR BUILDING AUTOMATION SERVICE AGREEMENT**," 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