
THE VILLAGE OF TINLEY PARK

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

**RESOLUTION
NO. 2022-R-059**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND METRO POWER, INC FOR GENERATOR 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-059

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND METRO POWER, INC FOR GENERATOR 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 Metro Power, 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.

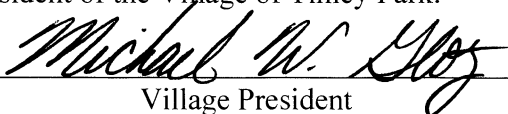
ADOPTED this June day of 7th, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

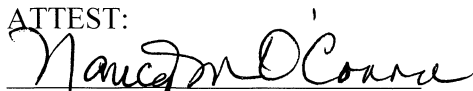
ATTEST:

Village Clerk

EXHIBIT 1

**AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND METRO POWER,
INC FOR GENERATOR 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 **Metro Power, Inc.** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Twenty Two Thousand and Six Hundred 00/100 Dollars (22,600.00)**. 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 Wolf, as President and on behalf
(Name) (Title)
of Metro Power 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 09/1998

Authorized to do business in the State of Illinois: Yes [☒] No [☐]

Describe supporting documentation attached: Certification of Registration

Federal Employer I.D. #: 36-4252624

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

Registered with Illinois Department of Revenue:

Yes [☒] No [☐]

Describe supporting documentation attached (if "No," explain): My Tax Illinois

Registered with Illinois Department of Employment Security:

Yes [☒] No [☐]

Describe supporting documentation attached (if "No," explain): Rate Determination Letter

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or 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):

JW 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.

JW 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.

JW Form C Additional Information (if required)

JW Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

JW Illinois Department of Revenue registration

JW Illinois Department of Employment Security registration

JW Standards of Apprenticeship/Apprentice Agreements

JW Substance Abuse Prevention program (or applicable provision from CBA in effect)

JW Written Safety Policy Statement signed by company representative

JW OSHA cards evidencing 10-hour or greater safety program completed, if requested

JW Workers' Compensation Coverage

JW 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.

Metro Power, 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.

Metro Power, 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.

Metro Power, Inc.
Name of Contractor (please print)

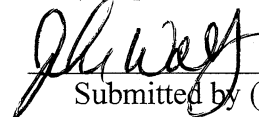

Submitted by (signature)

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.

Metro Power, Inc. _____
Name of Contractor (please print)

 _____
Submitted by (signature)

President _____
Title

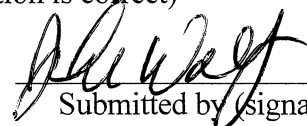
Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

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)

Metro Power, 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.

Metro Power, Inc.
Name of Contractor (please print)



Submitted by (signature)

President
Title

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

Metro Power, Inc.
Name of Contractor (please print)


Submitted by (signature)

President
Title

[Signature Page to Follow]

Metro Power, Inc.

BY: pkw

Printed Name: John Wolf

Title: President

June 21, 2022

Date _____

VILLAGE OF TINLEY PARK

BY: Michael W. Glotz
Michael W. Glotz, Village President

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

June 7, 2022

Date _____

ATTEST:

Village Clerk

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

Date _____

VILLAGE OF TINLEY PARK

BY: Nathan O'Connor

Village Clerk

June 7, 2022

Date _____

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue
Illinois Business Authorization

OFFICIAL DOCUMENT

METRO POWER INC

**9232 GULFSTREAM RD UNIT A
FRANKFORT IL 60423-2570**

Loc. Code: 099-0009-8-001

**Frankfort (Will)
Will County**



Expiration Date:

10/31/2022

Sales and use taxes and fees

Certificate of Registration

(2978-7270)

OFFICIAL DOCUMENT

Issued Date: **09/01/2021**





[Account](#)

Need help using this site?

12/31/2021

Balance

[Make a Payment](#)

Business Income Tax

\$0.00

36-4252624

METRO POWER INC

Period

Where are my credits?

Summary

Period Activity

Tax \$1,029.00

3/7/2022

Completed Payment Reque

Credit (\$1,029.00)

3/3/2022

Payment po Payment for \$1,

Balance \$0.00

2/24/2022

Letter Return Correctic

2/24/2022

Letter Account Notice

2/21/2022

Processed IL-1120-ST Sma

Rate Determination



ides.illinois.gov

#BWNKMGV
#CNXX XX57 2537 5842#
METRO POWER INC
METRO POWER INC
PO BOX 1033
MOKENA IL 60448-1199

Mail Date: 11/30/2021
Letter ID: CNXXXX5725375842

Account ID: 4245905
Name: METRO POWER INC
Protest Due Date: 12/15/2021
For Calendar Year: 2022
Wage Base: \$12,960.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2021

BENEFIT CHARGES	X	BENEFIT CONVERSION FACTOR	=	CONVERTED BENEFIT CHARGES	/	TAXABLE WAGES	=	BENEFIT RATIO	X	STATE EXPERIENCE FACTOR	+	PENALTY RATE	+	FUND BUILDING RATE	=	CONTRIBUTION RATE (NEW)
\$0.00		138.40		0.00		124,996.00		0.0		111.00		0.000		0.525		0.725%

QUARTERLY DETAIL		
QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2018	0.00	0.00
Q4/2018	0.00	12,960.00
Q1/2019	0.00	12,960.00
Q2/2019	0.00	0.00
Q3/2019	0.00	0.00
Q4/2019	0.00	19,960.00
Q1/2020	0.00	25,480.00
Q2/2020	0.00	12,740.00
Q3/2020	0.00	1,152.00
Q4/2020	0.00	4,608.00
Q1/2021	0.00	17,568.00
Q2/2021	0.00	17,568.00
TOTALS	0.00	124,996.00

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 7.100% plus the fund builder and any statutory surcharge.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000.000 pays contributions at 5.400% for that quarter.

AFFILIATE ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of all accounts in the affiliation. SUCCESSOR ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of your account and predecessor account(s).

APPLICATION FOR REVIEW - If you have a basis for protesting this rate determination, you may file the attached application for review. Such application MUST SET FORTH SPECIFIC REASONS in support thereof and must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date indicated above.

SCOPE OF SERVICES

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

- **Quote from Metro Power, Inc. tilted: Building & Grounds/10 Units**
- **Quote from Metro Power, Inc. tilted: Water & Sewer Pump Stations/8 Units**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A

Subcontractors who will Perform Work on the Project

[illegible]

Form B

Individuals who will perform work on the project

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

Individual is an employee (E) or independent contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

[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



METRO POWER INC.

"SERVICE IS OUR SPECIALITY"

PLANNED MAINTENANCE AGREEMENT

This planned maintenance agreement is entered into by Metro Power, Inc. and the equipment owner/agent named herein, to perform the services listed below. Metro Power, Inc. will perform periodic inspections on all equipment listed.

Upon acceptance of this agreement, Metro Power, Inc. will render the services listed below on this equipment at the annual rate listed on the attached quote. The equipment will be inspected at agreed intervals during regular business hours (unless otherwise specified) each year this agreement is in effect.

These inspections will include:

- Inspect entire equipment for any oil, water and fuel leaks.
- Inspect exhaust system, air inlet system, and turbo chargers.
- The entire equipment to be lubricated and oil changed if the running time is more than 50 hours, or a minimum of once per year.
- Inspect condition and tension of all parts.
- Inspect cooling system to include condition of coolant, hoses, radiator and inlet and outlet dampers.
- Inspect fuel system to include main tank, day tank and day tank pump, all fuel lines and fittings.
- Check and adjust rocker settings annually.
- Check condition of batteries and battery charge rate.
- Clean and refill air cleaner or change element as required.
- Inspect generator control and engine wiring.
- Inspect AC wiring at generator and automatic transfer switch(es) using infrared thermal probe.
- Inspect remote annunciator.
- Check all instruments for proper operation.
- Instruct proper personnel, if such personnel are available and present at time of inspection, on operation and upkeep procedures between inspections.
- After all of the above, run generator set and conduct testing (under load when practical).
- Check automatic transfer switch(es) for proper operation to include logic, time delays & contacts exercise cycle, and switching of power source.
- Submit a report of this inspection to the owner, and advise of any further work required.

ADDITIONAL SERVICES AND REPAIR

Any additional repairs, parts or services which are required will be brought to the attention of the customer. Repairs will be made only after proper authorization is given to Metro Power, Inc. Any additional repairs, maintenance or services will be performed at current Metro Powers rates for labor. Parts will be supplied at the manufacturer's suggested list price. Emergency services between regular inspection visits will be provided at Metro Powers current rates for labor.

CONTRACT TERMS AND CONDITIONS

Contract price includes materials, labor, travel time and mileage to perform the services listed above.
Contract includes oil, oil filters, fuel filters and coolant filters.

It is understood that this agreement does not include any parts or labor, other than those specifically mentioned above. This agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, altering of equipment, or forces of nature. Metro Power shall not be responsible for failure to render service for causes beyond its control, including strikes and labor disputes.

Either party may cancel contract for any reason at any time with thirty (30) days prior written notice. Metro Power warrants and agrees that all of its personnel performing services pursuant to this contract shall be trained for the services they perform and that all parts and materials installed pursuant hereto shall be new and suitable for the use intended.

Manufacturer	Model	Serial#
Various	10 Units	

Also includes all related automatic transfer switches.

LIMITED WARRANTY POLICY OF METRO POWER, INC.

1. Parts and Materials

Metro Power does not warrant, either expressly or implied, any parts or material. The owner's sole remedy is the warranty of the manufacturer.

2. Service, Repair and Workmanship

Owner understands and agrees that Metro Power is not responsible for special or consequential damages, including loss of time, injury to person or property or any other consequential damage, incidental or economic loss due to unit or equipment failure. Metro Power does agree to correct by repair or replacement any defects of material or workmanship installed under this Inspection Agreement which may develop under normal and proper use within thirty (30) days from installation, provided owner gives Metro Power written or verbal notice within forty eight (48) hours of such defects and inspection by Metro Power substantiates owner's claim. Such correction shall constitute a fulfillment of all obligations to the owner and shall constitute owners sole remedy.

Contract for: **Village of Tinley Park Building & Grounds**
16250 S Oak Park Avenue
Tinley Park, IL 60487

This is a firm quote from Metro Power, Inc. and is guaranteed for the first year the contract is in effect on all equipment listed above.

This quote consists of (2) two visits per year on equipment listed above

Price Per Year for 10 Units @ \$5275.00

2 Hour Loadbank on 3 Units @ \$1300.00
Public Safety Bldg, Police Dept & Streets Garage

May 2021 – Full Service & Loadbanks
November 2021 - Inspections

Customer Signature / Date

Metro Power, Inc
Date 02/02/2021

Contact Information

PLEASE PRINT

Phone – Cell - Fax

Please sign and return to:

Metro Power Inc.
P.O. Box 1033
Mokena, IL 60487
Phone 708-342-1940 Fax 708-342-1941
metropowerinc@yahoo.com



METRO POWER INC.

"SERVICE IS OUR SPECIALITY"

PLANNED MAINTENANCE AGREEMENT

This planned maintenance agreement is entered into by Metro Power, Inc. and the equipment owner/agent named herein, to perform the services listed below. Metro Power, Inc. will perform periodic inspections on all equipment listed.

Upon acceptance of this agreement, Metro Power, Inc. will render the services listed below on this equipment at the annual rate listed on the attached quote. The equipment will be inspected at agreed intervals during regular business hours (unless otherwise specified) each year this agreement is in effect.

These inspections will include:

- Inspect entire equipment for any oil, water and fuel leaks.
- Inspect exhaust system, air inlet system, and turbo chargers.
- The entire equipment to be lubricated and oil changed if the running time is more than 50 hours, or a minimum of once per year.
- Inspect condition and tension of all parts.
- Inspect cooling system to include condition of coolant, hoses, radiator and inlet and outlet dampers.
- Inspect fuel system to include main tank, day tank and day tank pump, all fuel lines and fittings.
- Check and adjust rocker settings annually.
- Check condition of batteries and battery charge rate.
- Clean and refill air cleaner or change element as required.
- Inspect generator control and engine wiring.
- Inspect AC wiring at generator and automatic transfer switch(es) using infrared thermal probe.
- Inspect remote annunciator.
- Check all instruments for proper operation.
- Instruct proper personnel, if such personnel are available and present at time of inspection, on operation and upkeep procedures between inspections.
- After all of the above, run generator set and conduct testing (under load when practical).
- Check automatic transfer switch(es) for proper operation to include logic, time delays & contacts exercise cycle, and switching of power source.
- Submit a report of this inspection to the owner, and advise of any further work required.

ADDITIONAL SERVICES AND REPAIR

Any additional repairs, parts or services which are required will be brought to the attention of the customer. Repairs will be made only after proper authorization is given to Metro Power, Inc. Any additional repairs, maintenance or services will be performed at current Metro Powers rates for labor. Parts will be supplied at the manufacturer's suggested list price. Emergency services between regular inspection visits will be provided at Metro Powers current rates for labor.

CONTRACT TERMS AND CONDITIONS

Contract price includes materials, labor, travel time and mileage to perform the services listed above.
Contract includes oil, oil filters, fuel filters and coolant filters.

It is understood that this agreement does not include any parts or labor, other than those specifically mentioned above. This agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, altering of equipment, or forces of nature. Metro Power shall not be responsible for failure to render service for causes beyond its control, including strikes and labor disputes.

Either party may cancel contract for any reason at any time with thirty (30) days prior written notice. Metro Power warrants and agrees that all of its personnel performing services pursuant to this contract shall be trained for the services they perform and that all parts and materials installed pursuant hereto shall be new and suitable for the use intended.

Manufacturer	Model	Serial#
Various	8 Units	

Also includes all related automatic transfer switches

LIMITED WARRANTY POLICY OF METRO POWER, INC.

1. Parts and Materials

Metro Power does not warrant, either expressly or implied, any parts or material. The owner's sole remedy is the warranty of the manufacturer.

2. Service, Repair and Workmanship

Owner understands and agrees that Metro Power is not responsible for special or consequential damages, including loss of time, injury to person or property or any other consequential damage, incidental or economic loss due to unit or equipment failure. Metro Power does agree to correct by repair or replacement any defects of material or workmanship installed under this Inspection Agreement which may develop under normal and proper use within thirty (30) days from installation, provided owner gives Metro Power written or verbal notice within forty eight (48) hours of such defects and inspection by Metro Power substantiates owner's claim. Such correction shall constitute a fulfillment of all obligations to the owner and shall constitute owners sole remedy.

Contract for: **Village of Tinley Park Water & Sewer
16250 S Oak Park Avenue
Tinley Park, IL 60487**

This is a firm quote from Metro Power, Inc. and is guaranteed for the first year the contract is in effect on all equipment listed above.

This quote consists of (2) two visits per year on equipment listed above

Price Per Year for 8 Units @ \$5725.00

2 Hour Loadbank on 7 Units @ \$3850.00

4 Hour Loadbank on 1 Unit @ \$1650.00

**November 2021 – Full Service
May 2022 – Inspection & Loadbanks**

Customer Signature / Date

Metro Power, Inc

Date 02/02/2021

Contact Information

PLEASE PRINT

Phone – Cell - Fax

Please sign and return to:

**Metro Power Inc.
P.O. Box 1033
Mokena, IL 60487
Phone 708-342-1940 Fax 708-342-1941
metropowerinc@yahoo.com**

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-059, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND METRO POWER, INC FOR GENERATOR 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