EMPLOYING MILITARY VETERANS SINCE 2016

COMMAND MECHANICAL SERVICE DIVISION

PROPOSAL # 23CS132-10

PROJECT NAME: Village of Oak Park – Village Hall Geothermal Vault Compressors

CLIENT INFORMATION

DATE OF PROPOSAL: August 3, 2023

PROPOSED BY: James Slevin

PROJECT ADDRESS: 123 Madison Oak Park, IL CONTACT NAME: Vic Sabaliauskas

SCOPE REVIEW INFORMATION

Command Mechanical's Service Division is grateful to have the opportunity to submit a proposal for the above-referenced project. This proposal is good for 15 days from the date referenced above. Our quotation is based on the terms and conditions as stated in this proposal.

INCLUSIONS

Supply labor and materials to perform the following:

- 1. Evacuate existing refrigerant
- 2. Repair existing leak at both compressors
- 3. Perform dye & bubble test
- 4. Recharge system with new refrigerant after confirmation that all leaks have been repaired
- 5. Clean coils and AHU interior on T&M at service contract rate with not to exceed amount established below totaling \$867.50
 - 4.5 hours total @ contract rate of \$165/hr. for the coil cleaning
 - Plus \$125 for coil cleaner solution

EXCLUSIONS

- Air filters
- Parts or labor outside of above scope of work
- Overtime labor
- Freight
- Taxes

PROJECT PRICING AND MBE PERCENTAGE

	• NOT TO EXCEED:	\$10,406.00
•	• MBE / VBE / DBE%	

If the above terms for this repair proposal are accepted and approved, please sign below:

Customer Signature: _____

Date:

Bringing military efficiency and professionalism to the construction industry. Together we can create and develop careers for our nations veterans, while using their expertise to improve our industry and help bring about the new age of building





Village of Oak Park Department of Public Works Building Maintenance Division

MEMORANDUM

DATE: January 20, 2023

TO: Rob Sproule, Public Works Director

C.c. Fred Gutierrez, Building Maintenance Contract Coordinator

FROM: Vic Sabaliauskas, Building Maintenance Superintendent

RE: 2023 Mechanical Maintenance and Repair Contract with Command Mechanical Group

The Public Works Department Building Maintenance contractor typically makes repairs as needed to various mechanical/HVAC systems at all Village owned buildings. On the occasion when the contractor is unavailable, lacks the necessary equipment, skill or licensing to perform such repairs, or when multiple repairs are required simultaneously, an outside mechanical contractor is called to complete the repairs.

In December of 2022, Public Works Department staff solicited bids from several area mechanical contractors for labor rates for emergency repairs to mechanical systems at Village owned buildings. Helm Group submitted the most favorable rates, however, they are the current mechanical contractor (after having been awarded the 2022 contract back in December of 2021) but they have not performed well throughout 2022 and staff does not recommend renewing their agreement. Command Mechanical Group (CMG) submitted the next most favorable rates and, after conducting thorough reference checks (all positive), staff recommends approval of an Independent Contractor Agreement with CMG for emergency mechanical repair services. Response time is a critical component of this agreement and CMG has stated they understand the required commitment and scope of work.

Included with this Memo are documents pertaining to the 2023 mechanical repairs services contract. The Fiscal Year 2023 General Fund, Public Works Department, Building Maintenance Division Operating Budget contains sufficient funds in account no. 1001-43790-101-540674 for property repairs.

If approved, the total contract cost with Command Mechanical Group would not exceed \$15,000.00 in Fiscal Year 2023. Additionally, a separate Memo will be provided recommending an approval of an agreement with an alternate mechanical contractor (Oak Brook Mechanical) in case CMG is not available or is unable to complete a repair.

Please let me know if you have any questions, and please forward the I.C.A. to the Village Manager's Office for approval. Thank you.

Bid Summary for Village of Oak Park Public Works Department Emergency Mechanical Repair Services 12/16/2022 ų,

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INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on the 25^{++} day of January, 2023, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as "Village"), and Command Mechanical Group, LLC, an Illinois limited liability corporation (hereinafter referred to as "Contractor").

WHEREAS, Contractor submitted a bid dated December 21, 2022, a copy of which is attached hereto and incorporated herein by reference, to provide emergency overhead door repairs and maintenance at Village owned buildings (hereinafter referred to as "Work") pursuant to the Village's Request for Bids dated December 14, 2022, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said bid that it has the necessary personnel, experience, and competence to promptly complete the Work required hereunder; and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work in accordance with its bid for a price not to exceed \$15,000.00 ("Contract Price") in fiscal year 2023. Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its bid, the Village's Request for Bids, and this Contract, all of which together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its bid has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in

accordance with the Contract Documents, and that the Work shall be free from defects.

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Contractor shall achieve completion of all Work required pursuant to the Contract Documents by December 31, 2023 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date or any portion of the Work as required by this Contract, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Public Works Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT, CONTRACT RENEWAL AND RATE ADJUSTMENT

Contractor shall perform the Work pursuant to this contract beginning on the effective date as defined herein and ending at 11:59 p.m. CST, December 31, 2023. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set

forth in its bid. The Village shall have the option to renew the Contract for two (2) additional one (1) year periods with all terms and conditions, other than price, remaining the same. The Village will allow the bidder to increase or decrease the Contract Price for each annual renewal.

On or before November 20th of each year this Agreement is in effect, the cost for the Work provided during the next Contract period under the Agreement may be adjusted as follows:

1. The Contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

2. Notwithstanding anything contained in this Agreement to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for Work provided under this Agreement in any year.

3. Any applicable adjustment shall take effect on January 1st.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the Work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the Work and the Work has been approved by the Village and submission of required waivers and paperwork by

Contractor. Approval of the Work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the Work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the Work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the Work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the Work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other

than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Work pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits;

General Ag	gregate	\$ 2,000,000.00
Each Occur	Tence	\$ 1,000,000.00
Personal in	jury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ji. Limits:

Combined Single Limit \$1,000,000.00

(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate \$5,000,000.00

(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

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10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Work to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the Work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mall, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:	To Contractor:
Village Manager	Command Mechanical Group, LLC
Village of Oak Park	Timothy J. Adkins, President
123 Madison Street	2150 S. Canalport Ave., Ste. 2C7
Oak Park, Illinois 60302-4272	Des Plaines, Illinois 60018
Email: <u>villagemanager@oak-park.us</u>	Email: <u>tadkins@commandmg.com</u>

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

The Contractor shall, within ten (10) calendar days after award of the Contract, furnish a Contract Bond in the amount of ten thousand dollars (\$5,000.00) for each Contract awarded. The bond shall insure faithful performance of the Work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surely or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The Contract Bond shall be furnished in the same number of copies as the number of copies of the Agreement to be executed. See section XII for a sample copy of the Contract Bond.

18. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract In accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Work site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Work.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Work, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Contract and any signature(s) thereon will be considered for all purposes as an original.

26. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village Manager at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Village Manager.

27. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 III. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

in all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

By: Kevin J. Jackson

lts: Village Manager

Date: Jowm 2023

COMMAND MECHANICAL GROUP, LLC

Vomes Slevin By: Joner Slevin Its: Director of Service

2023 Date:

REVIEWED AND APPROVED AS TO FOBM ban z W 2023 DEPARTN LAW

ATTEST By: Erin Jacobus Its: Notary Terruary -Date: 2023

OFFICIAL SEAL ERIN JACOBUS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/07/24 mmmm

cyberdriveillinois.com is now ilsos.gov



Office of the Secretary of State Jesse White **ilsos.gov**

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number 06076459

Entity Name COMMAND MECHANICAL GROUP, LLC

Status ACTIVE

Entity Information

Principal Office 2150 S CANALPORT AVE., STE 4B6 CHICAGO, IL 60608

Entity Type LLC

Type of LLC Domestic

Organization/Admission Date Tuesday, 6 December 2016

Jurisdiction

Duration PERPETUAL Corporation/LLC Search/Certificate of Good Standing

Agent Information

Name TIMOTHY J. ADKINS

Address 2150 S CANALPORT AVE STE 4B6 CHICAGO , IL 60608

Change Date Wednesday, 31 July 2019

Annual Report

For Year 2022

Filing Date Friday, 14 October 2022

Managers

Name Address TIM ADKINS 2150 S CANALPORT AVE., STE 4B6 CHICAGO, IL 60608

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

1

Return to Search

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

This information was printed from www.llsos.gov, the official website of the Illinois Secretary of State's Office.

Tue Dec 20 2022

REQUEST FOR BIDS

Village of Oak Park 2023 Emergency Mechanical Repair Services Bid Number: 22-137 Issuance Date: 11/30/22

The Village of Oak Park will receive Bids from qualified mechanical contractors to perform emergency mechanical repair work (hereinafter referred to as "Work") at Village-owned buildings during the calendar year 2023 pursuant to this Request for Bids. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 10:00 a.m. on Friday, December 16th, 2022. Bids may also be sent via e-mail to <u>vics@oak-park.us</u>.

The Village Board of Trustees reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept any item of any Bid.

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Work in substantially the form attached.

Submission of Bids

The Bid shall be submitted on the Bid form included herewith. If Bid is hand delivered or mailed to the Public Works Center, the Bid shall be submitted in a sealed envelope marked "BID: 22-137 Village of Oak Park 2023 Emergency Mechanical Repair Services", shall bear the return address of the Bidder, and shall be addressed as follows:

TO: Vic Sabaliauskas, Building Maintenance Superintendent Department of Public Works 201 South Blvd. Oak Park, IL 60302

SECTION I BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid

All Bids must be submitted electronically or delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed Bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

Contract Term

The initial contract period shall be from the date of award to December 31st, 2023. The Village of Oak Park has the option to renew the contract on an annual basis for two (2) additional one-year periods (January 1st to December 31st). The Bidder shall be responsible for performing emergency services within seven (7) days of a notice to proceed from the Building Maintenance Superintendent or his/her designee.

Contract Renewal and Rate Adjustment

The Village shall have the option to renew the contract for two (2) additional one-year periods with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

On or before November 20 of each year of the Agreement, the cost for the services provided during the next contract period under the Agreement may be adjusted as follows:

- The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
- Notwithstanding anything contained in this Request for Bids to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year. The contractor may, as part of their bid, propose a floor increase percentage.
- Any applicable adjustment shall take effect on January 1st.

Notice to Proceed

Emergency mechanical repair services shall begin within seven (7) days from the date the contractor receives the **Notice to Proceed** from the Village's Building Maintenance Superintendent or his/her designee. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Village's Building Maintenance Superintendent grants an extension.

Recertification

If the Village renews the contract for an additional one-year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to

certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder whose Bid, conforming to the Request for Bids, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Bids

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

<u>Rejection of Contractor</u>

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

Compliance with Applicable Laws

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

Interpretation of Agreement Documents

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

<u>Licenses</u>

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

Agreement

The selected Bidder shall enter into an Independent Contractor Agreement with the Village to supply emergency mechanical repairs to various HVAC components and systems at Villageowned buildings when necessary in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XI for a sample copy of the agreement.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

Village of Oak Park Logo or Likeness Use

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

SECTION II **GENERAL SPECIFICATIONS**

Scope of Work

The Village is seeking bids (labor rates only) from qualified mechanical contractors for emergency mechanical (HVAC) repair work on an as-needed basis at the Village owned buildings listed below:

- Public Works Center, 201 South Blvd: -
- Village Hall, 123 Madison St.
- Main Fire Station, 100 N. Euclid
- South Fire Station, 900 S. East Ave. -
- North Fire Station, 212 Augusta
- Metra Station, 1119 North Blvd.
- Central Pump Station, 102 N. Lombard
- South Pump Station, 207 Garfield
- North Pump Station, 1010 N. Ridgeland

See SECTION III for a detailed list of equipment at each location.

Particular emphasis will be placed on high standards of quality and professionalism including: timely responses to request for service, work site management, billing management, and competent and efficient repairs.

Commencement of Work

In the event of a mechanical emergency, the Village shall notify the contractor of the issue and repairs required and request a service technician be dispatched. Contractor shall dispatch a service technician the same day or within 24 hours of the call initiated by the Village. Upon arrival, the service technician shall perform and complete an assessment of the issue and provide a written description of the findings and recommended repairs. The Contractor shall then provide the Village with a written estimate of the cost and the time and materials needed to make the repair. If acceptable, the Village will then provide written notice to proceed to the Contractor. The Contractor must then begin the repair work within 24 hours unless agreed otherwise by the Village. Final costs will be based on the actual time and materials required to make the repair.

Contractor shall not begin any repair Work without first having received written authorization from the Village to proceed with the Work. The Village shall not be responsible for payment for any unauthorized Work.

Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

Extent of Services

It is expected that the contractor will begin providing emergency repair services from seven (7) days after receiving the notice to proceed through December 31, 2021. This would include emergency response during overnight hours, weekends and holidays. The Village reserves the right to award the contract to the lowest responsible Bidder.

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Emergency Changes

Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change in the Scope of Work will then be negotiated and executed for the work performed, and for work remaining, if any.

- Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.
- Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

- 1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
- 2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall

in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Bidder's Representative

The Bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Bidder, and to receive and execute orders from the Village Manager or appointed representative. Any instructions given to such superintendent or person executing work for the Bidder shall be binding on the Bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Workers

The Bidders shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a Bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Bidder may be asked to preform work at any hour of the day or night including during weekends and holidays. Bidder is expected to respond promptly (within 30 minutes) to calls and e-mails for service requests. The scope and scale of the emergency will dictate the timing of emergency response.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

Detail Specifications

The Contractor selected under this RFB shall be used to provide emergency repair services on mechanical/HVAC systems at Village-owned buildings.

1. Location of Emergency Work

The location of the work is known as: Village-owned buildings (as listed above). All emergency repair work is to be done in accordance with the enclosed specifications.

2. <u>Response</u>

The Contractor must respond (dispatch a repair technician) within twenty-four (24) hours of emergency repair request notification and must own and use the appropriate equipment to make the repairs. The Contractor must have prior knowledge and demonstrated experience with mechanical system repairs. The work for each assignment for emergency work shall proceed uninterrupted until work is completed.

3. Property Damage

While working in or around Village buildings, the Bidder shall take great care to avoid damaging adjacent mechanical equipment, materials, office furniture and office equipment, and landscaping (trees, shrubs, turf, etc. if applicable). Bidder shall be held responsible for all damage it causes to Village property, buildings and structures, etc. All damage caused by the Bidder will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village at no cost to the Village.

4. Idling of Equipment

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The Bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

5. Obstruction of Streets and Rights-of-Way

The Bidder shall arrange to keep sidewalks open for traffic whenever possible, and to block portions of the streets only when deemed necessary to protect the public and Village property. The Bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

6. Accident Prevention

The Bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Building Maintenance Superintendent or authorized representative shall be immediately discontinued by the Bidder upon their receipt of instructions from the Building Maintenance Superintendent, or authorized representative, to discontinue such practice.

The Bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

7. Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Building Maintenance Superintendent.

SECTION III EQUIPMENT LIST AND DETAILS/SPECS

See the following pages for a list of equipment at each location. Not included in the list is the Metra Station, the north fire station and south fire station.

Metra Station:

- Warming station on platform:
 - o 1 small residential style furnace for heat (no AC)
 - o Main floor:
 - 2 furnaces (central air) residential style with exterior condensing units for AC (both in same location).

North Fire Station:

The north fire station has plans to replace their existing boiler system in 2023. It currently has hydronic heat for the apparatus bay floor and 2nd floor bunk room, and an AHU in the attic for 2nd floor cooling with condensing unit outside.

South Fire Station:

- The south fire station is currently being renovated and information regarding the new HVAC equipment can be provided once the project is completed.

Facility Information – All Facility Types

Facility Address:	123 Madison St.
Business Type:	Municipal Government
Square Footage (by area):	75,400 (73,000 Village Hall and 2,400 Council Chambers)
Operating Hours:	24/7 for Police Dept. in lower level. 0830-1700 for Village Hall staff on main level.
Number of Employees:	

List Major Equipment (HVAC, chillers, air compressors, pumping stations, etc.) and/or attach relevant documentation:

/AC, chillers, air essors, pumping .) and/or attach documentation:	Two 85-ton York/JCI water-cooled reciprocating chillers YCWL00945E17	System – Little Giant Model VCMA- 15ULST 120v/1HP condensate pump. Zoeller Model LM44 sump pump w/ 2820GPH discharge at 10' lift w/ 1/4HP, 120v/1ph motor. Grunfos Model "Magna" 50GPM at 36' of head, 800W, 208v/1ph pump
	Evapco Cooling Tower – LSTE-5312 w/ XX HP motor w/ VFD	2 Camus (model DCF-1200) gas-fired hot water condensing boilers w/ sealed combustion – 120v/1ph/60hz. Secondary boiler pumps (2) – Bell & Gossett Series 80, 114 GPM, 208v/3ph/60hz. Two Bell & Gossett hot water pumps Series 80, 114 GPM, 208v/3ph/60hz.
	Two 25HP (208/3/60) Armstrong Dual Vertical In-line condensing water pumps with VFD, rated at 480 gpm	
	Armstrong chilled water pump – rated at 550 gpm, 20HP (208/3/60) with VFD	
	S-1 AHU Supply Fan (SF) – 100 HP motor, 208v/3ph & Return Fan (RF) – 20 HP motor, 208v/3ph	
W _	S-2 AHU SF – 20 HP motor, 208v/3ph & RF – 2 HP motor, 208v/3ph	
	S-4 AHU SF - 2 HP, 208v/3ph & RF - 3 HP, 208v/3ph	

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Council Chambers Geothermal

	Stivi Form for Public Works Center HVAC Equipment Data		
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Unit Description	Motor Make & Model	Horse Power (HP)	Volts/Phase/Hertz (v/ph/H2)	Amps (max. draw/min. draw)
Air Handling Unit 1 (AHU1) Supply Fan (SF) Return Fan (RF)	Baldor 265T Baldor 184T	20 5	230/460v/3ph/60Hz 230/460v/3ph/60Hz	47/23 13.2/6.6
Air Handling Unit 2 (AHU2) Supply Fan (SF) Return Fan (RF)	Baldor 213T WEG	7.5 2	230/460v/3ph/60Hz 208-230/460v/3ph/60Hz	19.4/9.7 6.31-5.74/2.87
Energy Recovery Unit 1 (ERU1) Supply Fan 1 (SF1) Supply Fan 2 (SF2) Supply Fan 3 (SF3)	Marathon MVN 284TTDCA6026 Blador Reliancer SuperE EM2531T Blador SuperE EM2535T	25 25	208-230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz	60/30 60/30 70/35
Return Fan 1 (RF1) Return Fan 2 (RF2) Return Fan 3 (RF3)	Blador SuperE EM2539T Nidec DC27 Marathon UVF324TTDR16050ANL	40 40 40	230/460v/3ph/60Hz 208-230/460v/3ph/50Hz 230/460v/3ph/50Hz 230/460v/3ph/50Hz	92/46 102-91/46 67/31
Energy Recovery Unit 2 (ERU2) Supply Fan 1 (SF1) Supply Fan 2 (SF2) Supply Fan 3 (SF3) Return Fan 1 (RF1) Return Fan 2 (RF2) Return Fan 3 (RF3)	Blador Reliancer SuperE EM2531T Blador SuperE EM2535T Blador SuperE EM2535T Marathon UVN284TTDR16048AN M Blador SuperE EM2531T Nidec DB93	25 25 25 25	230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz 208-230/460v/3ph/60Hz	60/30 70/35 70/35 60/30 67/33
Air Conditioning System for AHU1	MacQuay Air-cooled condensing Unit • Model# AC2040BC727•ER11 w/ R407C refrigerant			
Compressor 1 Compressor 2 Compressor 3	N/A N/A N/A	N/A N/A N/A	460v/3ph/60Hz 460v/3ph/60Hz 460v/3ph/60Hz	N/A N/A N/A

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N/A	N/A	N/A	N/A	N/A		44	44	'n	m	1.1	9	72
460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz		460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz	208v/1ph/60Hz	480v/3ph/60Hz	480v/3ph
N/A	1.5	1.5	1.5	1.5		N/A	N/A	Ч	***	1.8	N/A	
N/A	N/A	N/A	N/A	N/A	MacQuay Air-cooled condensing Unit - Model# AC2020AC727-ER11 w/ R407C refrigerant	N/A	N/A	N/A	N/A	Marley	Marley HUHAA2548A	Precision Boilers - HWS-3046V-60A-480-150PS; 210 degree F: 210.000 BTU/hr.: 60 kW
Compressor 4	Condenser Fan 1	Condenser Fan 2	Condenser Fan 3	Condenser Fan 4	Air Conditioning System for AHU2	Compressor 1	Compressor 2	Condenser Fan 1	Condenser Fan 2	Wall-mounted electric cabinet heaters (7)	Ceiling-mounted electric unit heaters (17)	Electric Boiler for domestic hot water

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SEM Form for Main Fire Station, 100 N. Euclid, HVAC Equipment Data Date: 7/26/22

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Amps (max. draw/min. draw)	3.4	4.5	13.5	13.1	8.2	1.5	1.5	4.5	17.2/8.6		17.3	1.5		9.6	1.3	217	12	NA	
Volts/Phase/Hertz (v/ph/Hz)	208/230/3/60	209/230/3/60	208/230/3/60	208/230/60	208/230/3/60	208/230/1/60	208/230/1/60	208/230/3/60	230/460/3/60	208/230/3/60	208/230/3/60	208/230/1/60	09/E/0EC/80C	208/230/3/60	208/230/1/60	208/1/60	208/3/60	208/1/60	
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Horse Power (HP)	1/2	3/4	COMP1	COMPZ	2	3-Jan	1/3	3/4	7.5			1/4			1/4	85 GAL		15 GAL	
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Unit Description	York HVAC	York HVAC	York HVAC					York HVAC	Baldor EXH FAN	Vork HVAC						Water Heater		Water Heater	

SEM Form for CPS, NPS & SPS HVAC & Pumping Equipm	oing Equipment Data			
Date:			SAM SAARS AS	
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	Motor Make & Model	Horse Power (HP)	Volts/Phase/Hertz (v/ph/Hz)	Amps (max. draw/min. drawi
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SECTION IV BID FORM (Pricing)

The undersigned Bidder agrees to all terms and conditions of the preceding specifications for Village of Oak Park 2023 Emergency Mechanical Repair Work and will furnish all the insurance documents and security deposits as stipulated. The unit prices listed below should be for 2023 only. Fee proposals shall include any state and federal tax and employee salaries, benefits, and overhead; daily, weekly and monthly equipment fees for all major equipment owned by the Contractor available for use on project tasks. Contractor overhead and profit shall be included in labor and equipment rates provided.

The contractor will be contractually obligated to use the rates included in their bid to generate the invoices for each individual task solicited.

Invoices will be structured with hourly estimates of equipment usage and labor and list of materials and associated pricing. The Contractor shall be entitled to a 15% markup on material costs not included in the fee schedule. Back-up documentation for costs shall be provided with all proposals.

Labor/Personnel	Hourly Rate
Straight Time	\$ 165.00
Regular Overtime (if straight time is exceeded during a repair)	\$218.72
After hours emergency call-outs Mon-Sat	\$218.72
Sundays and holidays/double time	\$270.06
List any additional costs below (for specialized equipment, materials, tools, etc.)	\$0

The selected contractor would enter into an Independent Contractor Agreement with the Village of Oak Park for a one-year period with an option to renew the contract annually for up to two years. A sample of the Independent Contractor Agreement is included with this RFB (see SECTION XI). Pricing provided by contractor is for labor rates only. The Village understands that it would be responsible for costs incurred for materials and supplies based on an as-needed basis.

Timothy J Adkins

(Printed Name of Individual Signing)

being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such Bidder and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of Bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: <u>12 / 16</u> /2022	Command Mechanical Group, LLC
	Organization Name (Seal - If Corporation)
By: Jumothe Cedlen	2150 S. Canalport Av, Suite 2C7 Chicago, IL 60608
Authorized Sepature	Address
<u>312-319-1930</u> Telephone	
Subscribed and sworn to before me this	let day of lecenter, 2022.
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	State of <u>Illineis</u> . My Commission
Notary Public	
1	OFFICIAL SEAL ERIN JACOBUS IOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/07/24

BID FORM CONTINUED

Comple (a)	ete Applicable Paragraph Below <u>Corporation</u> The Bidder is a corporation, which operates under the legal name of
	Command Mechanical Group LLCand is organized and existing under the laws of the State of
	Illinois The full names of its Officers are:
	PresidentTimothy J Adkins
	Secretary N/A
	Treasurer N/A
	The corporation does have a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)
(b)	Partnership Names, Signatures, and Addresses of all Partners
	The partnership does business under the legal name of, which name is
	registered with the office ofin the county of
	<u> </u>
(c)	Sole Proprietor The Bidder is a Sole Proprietor whose full name is If the
	Bidder is operating under a trade name,
	said trade name is
	which name is registered with the office of
	in the county of
Signed	۱۰ <u>ــــــــــــــــــــــــــــــــــــ</u>

Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

....

Bidders shall furnis	h a minimum of four (4) references from projects similar in scope within
MUNICIPALITY	City of Joliet (2) years.
ADDRESS	150 W Jefferson St, Joliet, IL 60432
CONTACT	Brent Fraser
PHONE	(815) 405-9047
WORK	Emergency Service, Equipment Replacement and
PERFORMED	Repairs
MUNICIPALITY	Elmhurst Park District
ADDRESS	375 W. First Street, Elmhurst, IL 60126
CONTACT	Angela Ferrentino
PHONE	(630) 993-8915
WORK	Preventative Maintenance Program, Emergency
PERFORMED	Service and Repairs
	The Art Institute of Chicago
ADDRESS	111 S Michigan Ave, Chicago, IL 60603
CONTACT	Tom Ryan
PHONE	(312) 718-2855
WORK	Refrigeration Equipment PMs & Repairs
PERFORMED	
	City of Joliet - Bus Station
ADDRESS	50 S Chicago St, Joliet, IL 60432
CONTACT	Craig Smith
PHONE	csmith@joliet.gov
WORK	Preventative Maintenance, Equipment Replacement
PERFORMED	and Repair

last two

.

SECTION V **BIDDER CERTIFICATION**

Command Mechanical Group, LLC, as part of its Bid on an agreement for 2023 Emergency Mechanical Repair Work for the Village of Oak Park, hereby certifies that said Bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.

with

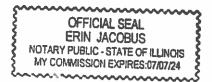
Timothy J Adkins

(Authorized Agent of Bidder selected)

Subscribed and sworn to before me this

Notary Public's Signature

- Notary Public Seal -



day of lecember 2022.

SECTION VI TAX COMPLIANCE AFFIDAVIT

Timothy J Adkins		, being first duly sworn, deposes and	
says:		שייים אומי משויים אימייים אימיים אומייים אימיים	
that he/she is	President		of
	(partner, officer, owner, etc.)		.01
Command Mechanica	l Group, LLC		

(Bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

Timothy J Adkins Bv: Its:

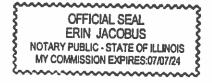
(name of Bidder if the Bidder is an individual) (name of partner if the Bidder is a partnership) (name of officer if the Bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this <u>leth</u> day of <u>December</u>, 2022.

Notary Public's Signature

- Notary Public Seal -



SECTION VII ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named _	Command Mechanica	I Group, LLC and is organized
and existing in good standing under the laws of	the State of <u>Illinois</u>	The full names of its
Officers are:		
m the contract of the contract		

President_____Timothy I Adkins

Secretary____

Treasurer_____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The Contractor is a Sole Proprietor, If the Contractor does b	usiness under an Assumed Name,
the Assumed Name is	, which is registered with the
Cook County Clerk. The Contractor is otherwise in complian	
805 ILCS 405/0.01, et. seq.	

C. Partnership:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here ______.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of

the affiliation: _____

Signature of Owner

SECTION VIII COMPLIANCE AFFIDAVIT

1, <u>Timothy J Adkins</u>

_____ (Print Name) being first duly sworn on oath depose and state:

- 1. I am the (title) <u>President</u> of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
- 2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
- 3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
- 4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
- 5. Neither the Proposing Firm nor its affiliates1 are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
- 6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
- 7. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
- 8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
- 9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Imothe Signature

Name and address of Business: Command Mechanical Group, LLC. 2150 S. Canalport Ave. Suite 2C7 Chicago, Illinois 60608

Telephone	312-319-1930	E-Mail _	jslevin@comma	indmg.com
Subscribed to a	nd sworn before me this _	lleth day of D	elember	, 2022.
Notary Public		- Notary	Public Seal -	
		OFFICIA ERIN JA NOTARY PUBLIC - S MY COMMISSION	COBUS	

¹ Affiliates means: (i) any subsidiary or parent of the contracting business entity, (ii) any member of the same unitary business group: (iii) any person with any ownership interest or distributive share of the contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the contracting business entity.

SECTION IX M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

- 1. Contractor Name: Command Mechanical LLC.
- 2. Check here if your firm is:
 - Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

_70____ Number of full-time employees

5 Number of part-time employees

4. Similar information will be <u>requested of all subcontractors working on this agreement</u>. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature:

Date: 12/16/2022

(india	be relied (pon. Subscribed and swom to before me this	Name or Pa	This completed	Apprentices	Management	TOTAL	Workers	Laborers	Semi-Skilled	Office & Clencal	Sales Workers	Technicians	Professionals	Managers	Categories	Job	Contractor Narth	An EEO-1 Re	Please fill out	
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ATE OF ILLINOIS	SEAL	(Tille or Officer) nilted with the intent that it	ance. Failure to inc	8		0	Q	0	1	Q	١	)	J	Ø	Asian & Pacific Islander				ORT perate fully with fu iment at 708-358-	5
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25

Departr	W-9 october 2018) ment of the Treasury Revenue Service		Go to www.irs.g	ov/FormW9 for inst	er and Certifie			re	que	orm t ster. I o the	Do no	ot
	Name (as shown     Business name/c     Command Me     Gommand Me     Gommand Second     Individual/sol     single-member	on your income disregarded entity chanical Gro ite box for federa boxes e proprietor or er LLC	tax return). Name is y name, if different fr Dup, LLC. It ax classification of	required on this line; do om above I the person whose name I S Corporation	e is entered on line 1. Ch	eck only one of the	certair instruc	mptions i entities tions or t payee	not i page	ndividu 3):	als, se	
Print or type. See Specific Instructions on page	Note: Chock LLC if the LL another LLC is disregarde Other (see in: 5 Address (humbe 2150 S Canalp 6 City, state, and	the appropriate I C is classified as that is not cisreg d from the owner structions) <b>&gt;</b> er, street, and apl <b>port Ave Su</b> ZIP code	box in the line above a single-member LL jardec from the own- r should check the a	for the tax classification C that is disregarded fro er for U S, federal tax pu ppropriate box for the ta	S corporation, P Partner to the single-member of m the owner unless the imposes. Otherwise, a sing ix classification of its own	wher Do not chec owner of the LLC is gle-member LLC th	at coce	to account	mainta	ined mitsi		
	Chicago, IL 6 7 List account nur		ional)		<u></u>	<u> </u>				8		
Enter back resid entiti TIN, Note	r your TIN in the ap up withholding. Fo ent alien, sole prop es, it is your emplo later.	propriate box or individuals, to prietor, or disre over identificati in more than o	his is generally yo egarded entity, sec ion number (EIN). ne name, see the	I must match the nan ur social security nun e the Instructions for If you do not have a instructions for line 1	ne given on line 1 to a nber (SSN). However, Part I. later. For other number, see How to g . Also see What Name	for a et a or	security r - yer identii		1	ber 3	9 5	

#### Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or 1 am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3.1 am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II. later.

Sign Signature of Here U.S. person > Here	Wills	Dolo = 1/27/2022
Concert Instructions		<ul> <li>Form 1099-DIV (dividends, including those from stocks or mu</li> </ul>

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

tual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest). 1098-T (luition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident

alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding. later.



TONI PRECKWINKLE PRESIDENT Cook County Board of Commissioners

BRANDON JOHNSON 1st District

> DENNIS DEER 2nd District

SILL LOWRY 3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

DONNA MILLER 6th District

ALMA E. ANAYA 7th District

LUIS ARROYO, JR. 8th District

PETER N. SILVESTRI 9IIi District

BRIDGET GAINER 10th District

JOHN P, DALEY 11th District

BRIDGET DEGNEN 12th District

LARRY SUFFREDIN 13th District

SCOTT R. BRITTON 14th District

KEVIN B. MORRISON 15th District

> FRANK AGUILAR 16th District

SEAN M. MORRISON 17th District OFFICE OF CONTRACT COMPLIANCE Nicole Mandeville DIRECTOR 69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

January 28, 2022

Mr. Timothy Adkins President Command Mechanical Group, LLC 2150 South Canalport Avc. Chicago, IL 60508

Dear Mr. Adkins:

Re: Annual Certification Expires: March 23, 2023

Congratulations on your continued eligibility for Certification as a Minority-owned Business Enterprise (MBE) and Veteran Business Enterprise (VBE) Cook County Government. This certification is valid until March 23, 2023; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a "<u>Recertification Affidavit</u>" within sixty (60) business days prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such change.

Cook County Government may commence action to remove your firm as an MBE/VBE vendor If you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms In the following area(s) of specialty:

**CONSTRUCTION: PIPEFITTING & HVAC SERVICES** 

Your firm's participation on Cook County contracts will be credited toward MBE or VBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE or VBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran and People with Disabilities Business Enterprise Programs.

Sincerely,

Nicole Mandeville Nicole Mandeville Director, Office of Contract Compliance

NM/ew

💲 Fiscal Responsibility 🗣 Innovative Leadership 🌑 Transparency & Accountability 🝺 Improved Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2022

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2000	UCER			CONTAC	T Lindsey Tod	t			
Ass	urance, a Marsh & McLennan Agency	LLC co	ompany	PHONE	Ext): 847-598-	8753	FAX [A/C, No]: (8	47) 44	0-9130
201	Iorth Martingale Road			E-MAIL	s, Lindsey.To	dt@MarshM	MA.com		
	e 100 aumburg IL 60173			MUNULY					NAIC #
SUI	admodig iz corre			INSURE	A: Hartford C				29424
INSUF	50		COMMMEC-01		RB: Trumbull I				27120
Cor	nmand Mechanical Group			INSURE	Rc: Hartford F	ire Insurance	e Compan		19682
	0 S Canalport Ave			INSURE	RD: Hartford I	nsurance Co	mpany		38288
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							WILD EVO (VAI) SHEPTENTY	\$ 15,00	
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1	POLICY X PRO- X LOC							\$ 4.000 \$	000
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	(Mandatory In NH)				i i		EL. DISEASE - POLICY LIMIT		
	If yes, describe under DESCRIPTION OF OPERATIONS below				F14/2022	5/1/2023	Limit	75,0	
D	Lease & Rented		B3IM AS3FPW		5/1/2022	3/1/2023			
1									
DE	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES orkers Compensation and Employers' Liabi	s (ACOR lity: Any	D 101, Additional Remarks Scher y Proprietor/Partner/Exect	tute, may utive Off	be attached if mo icer/Member (	re space is requi Tim Adkins)	ired) , as listed on the policy, is	exclud	led.
	s agreed that the following are added as A	ditions	I Insured, when required I	ov writte	n contract, on	the General	Liability with respect to op	eratio	ns performed
by	the Named Insured in connection with this lage of Oak Park	projeci	L.						
A	Waiver of Subrogation in favor of the Additi itten contract and where allowed by law.	onal In	sureds applies to the Worl	ker's Co	mpensation, (	General Liabi	ility and Automobile policie	s, whe	
		-		CAN		I			
	Village of Oak Park			I TH	E EXPIRATIO	N DATE T	DESCRIBED POLICIES BE C HEREOF, NOTICE WILL ICY PROVISIONS.	ANCE	LLED BEFORE ELIVERED IN
	123 Madison Street Oak Park IL 60302			AUTI	iorized REPRES	ENTATIVE Bygg	<u>k</u>		

The ACORD name and logo are registered marks of ACORD

# REQUEST FOR BIDS INSTRUCTIONS AND SPECIFICATIONS FOR:

# Village of Oak Park 2023 Emergency Mechanical Repair Services Bid Number: 22-137 Issuance Date: 11/30/22

The Village of Oak Park will receive Bids from qualified mechanical contractors to perform emergency mechanical repair work (hereinafter referred to as "Work") at Village-owned buildings during the calendar year 2023 pursuant to this Request for Bids. Bids will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 10:00 a.m. on Friday, December 16th, 2022. Bids may also be sent via e-mail to <u>vics@oak-park.us</u>.

The Village Board of Trustees reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept any item of any Bid.

Do not detach any portion of this document. Upon formal award to the successful Bidder, a written agreement will be executed for the Work in substantially the form attached.

#### Submission of Bids

The Bid shall be submitted on the Bid form included herewith. If Bid is hand delivered or mailed to the Public Works Center, the Bid shall be submitted in a sealed envelope marked "BID: 22-137 Village of Oak Park 2023 Emergency Mechanical Repair Services", shall bear the return address of the Bidder, and shall be addressed as follows:

 TO: Vic Sabaliauskas, Building Maintenance Superintendent Department of Public Works
 201 South Blvd.
 Oak Park, IL 60302

# SECTION I BID INSTRUCTIONS, TERMS AND CONDITIONS

# Preparation and Submission of Bid

All Bids must be submitted electronically or delivered to the Public Works Center by the specific time indicated on the cover page. Bids arriving after the specified time will not be accepted. Mailed Bids that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Bids must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Bids shall be sealed in an envelope and marked as stated on the cover page.

### Contract Term

The initial contract period shall be from the date of award to December 31st, 2023. The Village of Oak Park has the option to renew the contract on an annual basis for two (2) additional one-year periods (January 1st to December 31st). The Bidder shall be responsible for performing emergency services within seven (7) days of a notice to proceed from the Building Maintenance Superintendent or his/her designee.

## **Contract Renewal and Rate Adjustment**

The Village shall have the option to renew the contract for two (2) additional one-year periods with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal.

On or before November 20 of each year of the Agreement, the cost for the services provided during the next contract period under the Agreement may be adjusted as follows:

- The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the most currently available 12-month period of the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
- Notwithstanding anything contained in this Request for Bids to the contrary, an annual adjustment shall not be greater than five percent (S.0%) of the previous year's cost for services provided under this Agreement in any year. The contractor may, as part of their bid, propose a floor increase percentage.
- Any applicable adjustment shall take effect on January 1st.

# Notice to Proceed

Emergency mechanical repair services shall begin within seven (7) days from the date the contractor receives the Notice to Proceed from the Village's Building Maintenance Superintendent or his/her designee. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Village's Building Maintenance Superintendent grants an extension.

# **Recertification**

If the Village renews the contract for an additional one-year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to

certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

# Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder whose Bid, conforming to the Request for Bids, will be most advantageous to the Village; price and other factors considered.

#### Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a Bid or entering into the applicable Agreement.

# Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

### Withdrawal of Bids

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid was accepted by the Village Board of Trustees.

# Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the Contractor to fulfill Bid requirements. If requested, the Contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and Bids. In addition, the Contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

# **Rejection of Contractor**

The Village will reject any Bid from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any Bid from a Contractor that failed to satisfactorily complete work for the Village under any previous agreement.

### **Conditions**

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a Bid.

#### **Compliance with Applicable Laws**

The Bidder will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

#### Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

### Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the Contractor's Bid. In no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.

# Interpretation of Agreement Documents

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

# Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of Contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

#### **Licenses**

The Contractor shall be responsible for becoming a licensed Contractor in the Village.

#### Agreement

The selected Bidder shall enter into an Independent Contractor Agreement with the Village to supply emergency mechanical repairs to various HVAC components and systems at Villageowned buildings when necessary in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the Contractor. The Contractor shall execute three copies of the Agreement. One fully executed copy will be returned to the Contractor. See Section XI for a sample copy of the agreement.

### Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

# **Dispute Resolution**

The Village of Oak Park does not agree to mandatory arbitration of any dispute.

# Village of Oak Park Logo or Likeness Use

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of contract.

# SECTION II GENERAL SPECIFICATIONS

### Scope of Work

The Village is seeking bids (labor rates only) from qualified mechanical contractors for emergency mechanical (HVAC) repair work on an as-needed basis at the Village owned buildings listed below:

- Public Works Center, 201 South Blvd:
- Village Hall, 123 Madison St.
- Main Fire Station, 100 N. Euclid
- South Fire Station, 900 S. East Ave.
- North Fire Station, 212 Augusta
- Metra Station, 1119 North Blvd.
- Central Pump Station, 102 N. Lombard
- South Pump Station, 207 Garfield
- North Pump Station, 1010 N. Ridgeland

### See SECTION III for a detailed list of equipment at each location.

Particular emphasis will be placed on high standards of quality and professionalism including: timely responses to request for service, work site management, billing management, and competent and efficient repairs.

### Commencement of Work

In the event of a mechanical emergency, the Village shall notify the contractor of the issue and repairs required and request a service technician be dispatched. Contractor shall dispatch a service technician the same day or within 24 hours of the call initiated by the Village. Upon arrival, the service technician shall perform and complete an assessment of the issue and provide a written description of the findings and recommended repairs. The Contractor shall then provide the Village with a written estimate of the cost and the time and materials needed to make the repair. If acceptable, the Village will then provide written notice to proceed to the Contractor. The Contractor must then begin the repair work within 24 hours unless agreed otherwise by the Village. Final costs will be based on the actual time and materials required to make the repair.

Contractor shall not begin any repair Work without first having received written authorization from the Village to proceed with the Work. The Village shall not be responsible for payment for any unauthorized Work.

### **Responsibility of Contractor**

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

### Extent of Services

It is expected that the contractor will begin providing emergency repair services from seven (7) days after receiving the notice to proceed through December 31, 2021. This would include emergency response during overnight hours, weekends and holidays. The Village reserves the right to award the contract to the lowest responsible Bidder.

# Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

#### Method of Payment

The Village of Oak Park will pay monthly, all undisputed invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

#### Emergency Changes

Contractor may perform work not included in the Scope of Work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A Change in the Scope of Work will then be negotiated and executed for the work performed, and for work remaining, if any.

- Minor Changes (Field Orders): The Village may verbally authorize minor changes in the Scope of Work in order to prevent a delay in the progression of the Work. These field orders may not involve a change in the agreement price or be inconsistent with the Scope of Work.
- Changes Due to Unknown Conditions: The Contractor is not responsible for Changes in the Work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the Village and a Change Order will be negotiated.

# **Correction of Work Prior To Final Payment**

The Village has the right to stop work if the Contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the Contractor's work unacceptable, at the Village's election, the Contractor shall do one of the following:

- Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
- 2. If the Village deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall

in no way affect the Village's other remedies or relieve the Contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

### **Bidder's Representative**

The Bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the Bidder, and to receive and execute orders from the Village Manager or appointed representative. Any instructions given to such superintendent or person executing work for the Bidder shall be binding on the Bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

## **Workers**

The Bidders shall employ competent laborers and shall replace, at the request of the Building Maintenance Superintendent any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a Bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

# Time of Work

Bidder may be asked to preform work at any hour of the day or night including during weekends and holidays. Bidder is expected to respond promptly (within 30 minutes) to calls and e-mails for service requests. The scope and scale of the emergency will dictate the timing of emergency response.

# **Dispute Resolution**

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

# **Reporting Requirements**

The following forms must be completed in their entirety, notarized and included as part of the Bid document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your Bid.

# **Detail Specifications**

The Contractor selected under this RFB shall be used to provide emergency repair services on mechanical/HVAC systems at Village-owned buildings.

# 1. Location of Emergency Work

The location of the work is known as: Village-owned buildings (as listed above). All emergency repair work is to be done in accordance with the enclosed specifications.

#### 2. <u>Response</u>

The Contractor must respond (dispatch a repair technician) within twenty-four (24) hours of emergency repair request notification and must own and use the appropriate equipment to make the repairs. The Contractor must have prior knowledge and demonstrated experience with mechanical system repairs. The work for each assignment for emergency work shall proceed uninterrupted until work is completed.

#### 3. Property Damage

While working in or around Village buildings, the Bidder shall take great care to avoid damaging adjacent mechanical equipment, materials, office furniture and office equipment, and landscaping (trees, shrubs, turf, etc. if applicable). Bidder shall be held responsible for all damage it causes to Village property, buildings and structures, etc. All damage caused by the Bidder will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village at no cost to the Village.

#### 4. Idling of Equipment

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works if needed. The Bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

### 5. Obstruction of Streets and Rights-of-Way

The Bidder shall arrange to keep sidewalks open for traffic whenever possible, and to block portions of the streets only when deemed necessary to protect the public and Village property. The Bidder shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time. Bidder is to erect appropriate warning signs and furnish adequate barricades that identify the work zone for the motoring public and pedestrians.

#### 6. Accident Prevention

The Bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Building Maintenance Superintendent or authorized representative shall be immediately discontinued by the Bidder upon their receipt of instructions from the Building Maintenance Superintendent, or authorized representative, to discontinue such practice.

The Bidder shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

#### 7. Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Building Maintenance Superintendent.

# SECTION III EQUIPMENT LIST AND DETAILS/SPECS

See the following pages for a list of equipment at each location. Not included in the list is the Metra Station, the north fire station and south fire station.

Metra Station:

- Warming station on platform:
  - o 1 small residential style furnace for heat (no AC)
  - o Main floor:
    - 2 furnaces (central air) residential style with exterior condensing units for AC (both in same location).

North Fire Station:

- The north fire station has plans to replace their existing boiler system in 2023. It currently has hydronic heat for the apparatus bay floor and 2nd floor bunk room, and an AHU in the attic for 2nd floor cooling with condensing unit outside.

South Fire Station:

- The south fire station is currently being renovated and information regarding the new HVAC equipment can be provided once the project is completed.

# Facility Information – All Facility Types

Facility Address:	123 Madison St.	
Business Type:	Municipal Government	
Square Footage (by area):	75,400 (73,000 Village Hall and 2,400 Cou	ncil Chambers)
<b>Operating Hours:</b>	24/7 for Police Dept. in lower level. 0830	1700 for Village Hall staff on main level.
Number of Employees:	Арргох. 200	
List Major Equipment (HVAC, chillers, air compressors, pumping stations, etc.) and/or attach relevant documentation:	Two 85-ton York/JCI water-cooled reciprocating chillers YCWL00945E17	Council Chambers Geothermal System – Little Giant Model VCMA- 15ULST 120v/1HP condensate pump. Zoeller Model LM44 sump pump w/ 2820GPH discharge at 10' lift w/ 1/4HP, 120v/1ph motor. Grunfos Model "Magna" 50GPM at 36' of head, 800W, 208v/1ph pump
	Evapco Cooling Tower – LSTE-5312 w/ XX HP motor w/ VFD	2 Camus (model DCF-1200) gas-fired hot water condensing boilers w/ sealed combustion – 120v/1ph/60hz. Secondary boiler pumps (2) – Bell & Gossett Series 80, 114 GPM, 208v/3ph/60hz. Two Bell & Gossett hot water pumps Series 80, 114 GPM, 208v/3ph/60hz.
	Two 25HP (208/3/60) Armstrong Dual Vertical In-line condensing water pumps with VFD, rated at 480 gpm	
	Armstrong chilled water pump – rated at 550 gpm, 20HP (208/3/60) with VFD	
	S-1 AHU Supply Fan (SF) – 100 HP motor, 208v/3ph & Return Fan (RF) – 20 HP motor, 208v/3ph	
	S-2 AHU SF – 20 HP motor, 208v/3ph & RF – 2 HP motor, 208v/3ph	
	S-4 AHU SF - 2 HP, 208v/3ph & RF - 3 HP, 208v/3ph	

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SEM Form for Public Works Center HVAC Equipment Da Date: 7/21/22	iC Equipment Data			
Unit Description	Motor Make & Model	Horse Power (HP)	Volts/Phase/Hertz (v/ph/Hz)	Amps (max. draw/min. draw)
Air Handling Unit 1 (AHU1) Supply Fan (SF) Return Fan (RF)	Baldor 265T Baldor 184T	20 5	230/460v/3ph/60Hz 230/460v/3ph/60Hz	47/23 13.2/6.6
Air Handling Unit 2 (AHU2) Supply Fan (SF) Return Fan (RF)	Baldor 213T WEG	7.5 2	230/460v/3ph/60Hz 208-230/460v/3ph/60Hz	19.4/9.7 6.31-5.74/2.87
Energy Recovery Unit 1 (ERU1) Supply Fan 1 (SF1) Supply Fan 2 (SF2) Supply Fan 3 (SF3) Return Fan 1 (RF1) Return Fan 2 (RF2) Return Fan 3 (RF3)	Marathon MVN 284TTDCA6026 Blador Reliancer SuperE EM2531T Blador SuperE EM2535T Blador SuperE EM2539T Nidec DC27 Marathon UVF324TTDR16050ANL	25 25 40 40	208-230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/50Hz 208-230/460v/3ph/50Hz 230/460v/3ph/50Hz	60/30 60/30 70/35 92/46 102-91/46 67/31
Energy Recovery Unit 2 (ERU2) Supply Fan 1 (SF1) Supply Fan 2 (SF2) Supply Fan 3 (SF3) Return Fan 1 (RF1) Return Fan 2 (RF2) Return Fan 3 (RF3)	Blador Reliancer SuperE EM2531T Blador SuperE EM2535T Blador SuperE EM2535T Marathon UVN284TTDR16048AN M Blador SuperE EM2531T Nidec DB93	25 30 25 25 25	230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz 230/460v/3ph/60Hz	60/30 70/35 70/35 60/30 60/33
Air Conditioning System for AHU1 Compressor 1 Compressor 2 Compressor 3	MacQuay Air-cooled condensing Unit - Model# ACZ040BC727-ER11 w/ R407C refrigerant N/A N/A N/A	N/N N/N	460v/3ph/60Hz 460v/3ph/60Hz 460v/3ph/60Hz	N/A N/A N/A

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A/N	N/A	N/A	N/A	N/A		44	44	m	m	1.1	9	72
460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz		460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz	460v/3ph/60Hz	208v/1ph/60Hz	480v/3ph/60Hz	480v/3ph
N/A	1.5	1.5	1.5	1.5		N/A	N/A	1	-	1.8	N/A	
N/A	N/A	N/A	N/A	N/A	MacQuay Air-cooled condensing Unit - Model# ACZ020AC727-ER11 w/ R407C refrigerant	N/A	N/A	N/A	N/A	Marley	Mariey HUHAA2548A	Precision Boilers - HWS-3046V-60A-480-150PS; 210 degree F; 210,000 BTU/hr.; 60 kW
Compressor 4	Condenser Fan 1	Condenser Fan 2	Condenser Fan 3	Condenser Fan 4	Air Conditioning System for AHU2	Compressor 1	Compressor 2	Condenser Fan 1	Condenser Fan 2	Wall-mounted electric cabinet heaters (7)	Ceiling-mounted electric unit heaters (17)	Electric Boiler for domestic hot water

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SEM Form for Main Fire Station, 100 N. Euclid, HVAC Equipment Data Date: 7/26/22

		Horse		Amns (max.
Unit Description	Motor Make & Model	Power (HP)	Volts/Phase/Hertz (v/ph/Hz)	draw/min. draw)
York HVAC	F2FP048H06B	1/2	208/230/3/60	3.4
York HVAC	F2FP060H06B	3/4	209/230/3/60	4.5
York HVAC	DM090C00N2AAA3C	COMP1	208/230/3/60	13.5
		COMP2	208/230/60	13.5
	ID BLOWER	2	208/230/3/60	8.2
	OD FAN 1	3-Jan	208/230/1/60	1.5
	OD FAN 2	1/3	208/230/1/60	1.5
York HVAC	F2P060H06B	3/4	208/230/3/60	4.5
Baldor EXH FAN	ecp3769t	7.5	230/460/3/60	17.2/8.6
York HVAC	H1RC060S25A comp fan motor	1/4	208/230/3/60 208/230/3/60 208/230/1/60	17.3 1.5
	H1RCO36S25A comp		208/230/3/60 208/230/3/60	9.6
	fan motor	1/4	208/230/1/60	1.3
Water Heater	ES85-45-G	85 GAL	208/1/60 208/3/60	217 125
Water Heater	EGSP15	15 GAL	208/1/60	NA

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SEM Form for CPS. NPS & SPS HVAC & Pumpine Equipm	ine Equipment Data			
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			A COVE	
			Volts/Phase/Hertz	Amps (max.
Unit Description	Motor Make & Model	Power (HP)	(v/ph/Hz)	draw/min. draw)
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Diss D L - NPS	5 - 1041 2 Br 3 12 4447	5 001	5.4.4	- 125 -
I ANT	-401-20 COOR4 AAA5		SAA	-20-
	<- NEAZOCOOCC4 BAA4	20 5	AA	121
Forthic HENTER -	YORK-24504703646A	S S	A A	- 23 -
OW FICTRIC HEAT	MARLEN-678042BCXT 111	A 120	160	-10-
ILMA'CHEATER -ISI	- m - m - m - m	A 480	13/60	- 32 -
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HANDLEK	YAK - NCI20 PORCO AA4	2	SAA	1 2
MEATER	Nrkk -24 7 04 4 7 6 3040A NI	1	SAA.	- 58 -
O ELECTRIC HEAT	LEU-125 083	A 1201	1160	-12-
	115 MATTAN - H 200 39 1.	50 480	13160	-166-
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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 2/6/2023

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Ass	surance, a Marsh & McLennan Ager	ıcy L	LC o	company	PHONE	Ext): 847-59		FAX (A/C, No):	847) 4	40-9130
	North Martingale Road						Todt@MarshN		<u> </u>	
	naumburg IL 60173				Marine			DING COVERAGE		NAIC #
					INSURE		Casualty Insu			29424
INSU				COMMMEC-01	INSURE	RB: Trumbul	I Insurance Co	отралу		27120
	mmand Mechanical Group, LLC 50 S Canalport Ave				INSURE	R c : Hartford	Fire Insuranc	e Compan		19682
	icago IL 60608				INSURE	R D : Hartford	Insurance Co	mpany		38288
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	X ANY AUTO							BODILY INJURY (Per person)	5	
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
							\$			
A UMBRELLA LIAB X OCCUR 83RHAAF355			83RHAAF3551		5/1/2022	5/1/2023	EACH OCCURRENCE	\$ 15,00		
X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 15,00	2,000	
C WORKERS COMPENSATION			83WEAAR9YN9		5/1/2022	5/1/2023	X PER OTH-	5		
AND EMPLOYERS' LIABILITY				00112101101110	E.L. EACH ACCIDENT \$ 1,00			e 1.000		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. DISEASE - EA EMPLOYEE		·
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
D	Lease & Rented			83IM AS3FPW		5/1/2022	5/1/2023	Limit	75,00	
Wor	RIPTION OF OPERATIONS / LOCATIONS / VEHICL rkers Compensation and Employers' Lia T&M Work	ES (A bility:	coro Any	101, Additional Remarks Schedul Proprietor/Partner/Executiv	e, may be /e Offic	attached if mor er/Member (	e space is require Tim Adkins) ,	as listed on the policy, is e	exclude	d.
t ie	agreed that the following are added as a	4ihbA	ional	losured, when required by	written	contract on	the General I	iability with respect to one	rations	performed
by t	he Named Insured in connection with thi	s pro	ject:		WITCOM	00110001, 011		ability man respect to ope		pononiou
A W	ege of Oak Park its officers, employees, /aiver of Subrogation in favor of the Add	agen Itiona	is an I Insi	d volunteers ireds applies to the Worker	r's Corr	pensation. G	Seneral Liabilit	v and Automobile policies	. when	required by
writt	ten contract and where allowed by law.	ar i thi						2 para 1		· · · · · · · · · · · · · · · · · · ·
	Attached									
CER					CANC	ELLATION				
					SHO	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	NCELL	ED BEFORE
					THE	EXPIRATIO	N DATE THE	REOF, NOTICE WILL B		
	Village of Oak Park				ACC	URDANCE WI	THE POLIC	Y PROVISIONS.		
	123 Madison St				AUTHO	RIZED REPRESE				
	Oak Park IL 60302							-		
					tic	se T	ð Gjal-			
	I				<u>v (*</u>			DRD CORPORATION.	All riat	Its reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: COMMMEC-01

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance, a Marsh & McLennan Agency LLC company	NAMED INSURED Command Mechanical Group, LLC 2150 S Canalport Ave Chicago IL 60608
POLICY NUMBER	Chicago IL 60608
CARRIER NAIC CODE	
	EFFECTIVE DATE:
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM FORM NUMBER:	, / INSURANCE
Umbreila Follows Form	
in the second	
ACORD 101 (2008/01) The ACORD name and logo	© 2008 ACORD CORPORATION. All rights reserved. are registered marks of ACORD
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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

All Persons or Organizations When You Have Agreed In Writing In A Contract Or Agreement That Such Persons Or Organizations Be Added As An Additional Insured.

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

- A. Section II Who Is An Insured 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 ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
  - 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) 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
- (2) 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.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

All Persons or Organizations When You Have Agreed In Writing In A Contract Or Agreement That Such Persons Or Organizations Be Added As An Additional Insured.

**Location And Description of Completed Operations:** 

as required by written contract or agreement

Additional Premium:

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

Section II – Who Is An Insured 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" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations haz-ard".

### XII CONTRACT BOND

Bond No. 4897396

#### **Contract Bond**

<u>Command Mechanical Group</u>_______as PRINCIPAL, and <u>Great American Insurance Company</u>_____as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of (<u>\$10,000,00</u>) <u>Ten Thousand Dollars and 00/100</u>______, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect

#### CONTRACT BOND CONTINUED

whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

**IN WITNESS WHEREOF,** the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this <u>7th</u> day of <u>February</u> <u>2023</u>.

#### NAME OF PRINCIPAL

Command Mechanical Group By: Smeld Signature By: James Slevin

Its: D

Subscribed to and Sworn before me on the

7th day of ____ February 2023 OFFICIAL SEAL **REBECCA R ALVES** NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/29/24 Notary Public Rebecca R. Alves NAME OF SURETY Great American, Insurance Company BV: Min Thealer Signature of Attorney-in-Fact William Reidinger Subscribed to and Sworn before me on the 7th February day of 2023 **OFFICIAL SEAL REBECCA R ALVES** NOTARY PUBLIC - STATE OF ILLINOIS Notary Public Rebecca R. Alves MY COMMISSION EXPIRES:06/29/24

#### GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET . CINCINNATI, OHIO 45202 . 513-369-5000 . FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

Bond No. 4897396

#### **POWER OF ATTORNEY**

KNOWALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein: provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

William Reidinger

Address 20 N Martingale Rd, Suite 100 Schaumburg, IL 60173

Limit of Power \$100,000,000.00

Principal: Command Mechanical Group Obligee: Village of Oak Park

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of February, 2023. GREAT AMERICAN INSURANCE COMPANY

Attest

-C.5

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 7th day of February 2023 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN & KOHORST Notary Public State of Ohio **My Comm. Expires** May 18, 2025

Susar a Lohoust

Divisional Senior Lice President

MARK VICARIO (877-377-2405)

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company. as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof: to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be utfixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of sureryship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

#### CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of February, 2023.



they C.B_

Assistant Secretary

51194E (05/20)

# Village of Oak Park Department of Public Works Building Maintenance Division

# MEMORANDUM

DATE:	April 11, 2023
TO:	Rob Sproule, Public Works Director
C.c.	Fred Gutierrez, Building Maintenance Contract Coordinator
FROM:	Vic Sabaliauskas, Building Maintenance Superintendent
RE:	Amendment to the 2023 Mechanical Maintenance and Repair Contract with Command Mechanical Group

In January of 2023, the Village entered into an Independent Contractor Agreement with Command Mechanical Group for emergency mechanical repair and maintenance services for HVAC systems at Village-owned buildings in an amount not to exceed \$15,000. To date, there is a balance of \$10,001.50 on the PO with Command Mechanical. Included with this Memo is an invoice from Command Mechanical for \$6,831.58 for recent work performed on chiller #1 at Village Hall as well as a cost proposal for \$5,784.03 to complete needed work on chiller #2. An amendment to the Independent Contractor Agreement with Command Mechanical is needed in order to cover the cost of the needed work on chiller #2 and to provide additional funds for any unforeseen needed repairs on HVAC systems at all Village buildings throughout the remainder of 2023.

On April 4, 2023 Command Mechanical was called out to Village Hall to perform preventative maintenance and start-up service on the two chillers. Upon opening the chillers to inspect the interior conditions of both units, the technician found that the tubes were heavily calcified and would require several hours of manual labor to clean or "punch" the tubes. Also, new gaskets around the vessel openings would be needed as well as other materials as listed on the invoice. The work needed for chiller #1 has been completed. Additional work is still needed for chiller #2 per the attached proposal.

Included with this Memo is an Amendment to the Independent Contractor Agreement with Command Mechanical. The Fiscal Year 2023 General Fund, Public Works Department, Building Maintenance Division Operating Budget contains \$178,000.00 in account no. 1001-43790-101-540674 for property repairs. To-date, there is a balance of \$85,329.22 in that account. If approved, the Amendment to the Independent Contractor Agreement with Command Mechanical would not exceed \$25,000.00 in FY 2023. Please let me know if you have any questions, and please forward the Amendment to the Village Manager's Office for approval. Thank you.



### 2150 S CANALPORT AVE, CHICAGO, IL 60608

# **INVOICE**

312.319.1930

ÐATE	INVOICE #					
4/11/23	23CS132-02					

#### BILL TO

Village of Oak Park

# PROJECT Command Mechanical - Service Village of Oak Park - Mechanical Services Contract Chiller Service - Chiller #1

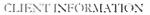
TERMS P.O. NO. **NET 30** AMOUNT DESCRIPTION **FTEM** Chiller maintenance for spring start-up Punching Tubes on qty. (1) 85-Ton Chiller Replace gaskets and replace condenser heads. Start-up Unit Materials_ 1,580.78 Gaskets 07-83179-000 qty. 2 \$ 790.39 ca. \$ 330.63 S 143.75 ea. \$ Tube machine rental w/ hose 2 days S 5.18 ea. \$ 77.63 Tube machine brushes qty. 15 \$ 350.75 ea. S 350.75 Tube machine flexible shaft qty: L 36.80 S 36.80 ea. S Cutting/buffing tool w/ drill tip qty. 1 includes all shipping & handling fees Contract rate: \$165 hr Labor 4/5 8hrs ST Service Tech \$ 1,320.00 990.00 4/6 6hrsST Service Tech \$ 1,320.00 4/10 8hrs ST Service Tech \$ 825.00 4/11 4hrs ST Service Tech \$ THANK YOU FOR JOINING CMG IN OUR MISSION TO HELP BRIGHTEN THE FUTURE FOR TOTAL 6,831.58 S OUR NATIONS VETERANS.

# **EMPLOYING MILITARY VETERANS SINCE 2016**

# **COMMAND MECHANICAL SERVICE DIVISION**

#### PROPOSAL#23CS132-01

PROJECT NAME: Village of Oak Park - Chiller 2 Maintenance & Start-up



DATE OF PROPOSAL: April 11, 2023

**PROPOSED BY: James Slevin** 

PROJECT ADDRESS: 123 Madison Oak Park, IL CUSTOMER NAME: Vic Sabaliauskas

#### SCOPE REVIEW INFORMATION

Command Mechanical's Service Division is grateful to have the opportunity to submit a proposal for the above-referenced project. This proposal is good for 15 days from the date referenced above. Our quotation is based on the terms and conditions as stated in this proposal.

Equipment - Chiller #2 (1) 85-ton Vork/JCI water-cooled reciprocating chillers YCWL0094SE17.

Due to excessive scale found on Chiller #1, it is expected to find the same conditions in Chiller #2 and is reflected in pricing of this proposal.

#### INCLUSIONS

Supply labor and materials to perform the following on each chiller:

- Supply tube punching machine and materials to punch all tubes on condenser side of Chiller #2
- Punch tubes on condenser
- Supply & install new chiller gaskets on the condenser
- Replace and fasten chiller condenser heads on Chiller #2
- Fill and leak check Chiller #2
- Start-up Chiller #2 and verify proper operation

#### EXCLUSIONS

- Parts or labor outside of above scope of work
- Overtime labor
- Freight
- Taxes

#### PROJECT PRICING AND MBE PERCENTAGE

If the above terms for this repair proposal are accepted and approved, please sign below:

____

Customer Signature: ____

Date:

Bringing military efficiency and professionalism to the construction industry. Together we can create and develop careers for our nations veterans, while using their expertise to improve our industry and help bring about the new age of building



# AN AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND COMMAND MECHANICAL GROUP, LLC TO PROVIDE EMERGENCY MECHANICAL REPAIR AND MAINTENANCE SERVICES FOR VILLAGE OWNED BUILDINGS TO CHANGE THE NOT TO EXEED AMOUNT FROM \$15,000.00 TO \$25,000.00

THIS AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT DATED JANUARY 25, 2023 (hereinafter referred to as the "Amendment") between the Village of Oak Park, an illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Command Mechanical Group, LLC (hereinafter referred to as the "Contractor") is entered into as of the effective date set forth below (collectively referred to as the "Parties").

## **RECITALS**

WHEREAS, the Parties previously entered into an Independent Contractor Agreement date January 25, 2023 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties seek to amend the Agreement pursuant to this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **AMENDMENT TO CONTRACT.** Section 2. Scope of Work of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

Contractor shall perform the Work in accordance with its bid for a price not to exceed \$15,000.00 ("Contract Price") in fiscal year 2023.

3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Amendment shall be effective on the date of its execution by the Village Manager of the Village of Oak Park.

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK** 

By: Kevin J. Jackson Its: Village Manager

Dated: <u>April 19</u> 2023

COMMAND MECHANICAL GROUP, LLC

By: James Slevin Its: VP of Service Div.

ril 25 __, 2023 Dated:

ATTEST

BY: NICHUAS P RICKET ItS: UP OF PCCOUNTING

REVIEWED AND APPROVED AS TO FORM DEPARTMENT

Dated: 4 35 2023

Official Seal Nicholas P Rickert Notary Public State of Illinois My Commission Expires 5/18/2026

ACORD	8

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/28/2023

				·····		·		1		20/2023
C B	IIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AI	VEL' URA	Y OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	ND OR ALT	ER THE CO	VERAGE AFFORDED BY	THE	POLICIES
lf If	PORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to ti	ne ter	ms and conditions of th	e polic	y, certain po	olicies may r	IAL INSURED provisions require an endorsement.	or be A sta	endorsed. Itement on
	DUCER	U LIIE	CEIL	incate noider in neu of st	CONTAI NAME:					
	surance, a Marsh & McLennan Age	ncy I	LC o	company				FAX		
20	North Martingale Road			· · · · · · · · · · · · · · · · · · ·	[A/C. No	Ent): 847-59		FAX (A/C, No): (1	847) 44	40-9130
	te 100				ADDRE	<u>ss:_Lindsey.T</u>	odt@Marsh	/MA.com		
SCI	aumburg IL 60173					INS	URER(S) AFFOR	IDING COVERAGE		NAIC #
					INSURE	RA: Hartford	Casualty Inst	urance Co		29424
INSU				COMMMEC-01	INSURE	RB: Trumbull	Insurance C	ompany		27120
	nmand Mechanical Group, LLC				INSURE	R c : Hartford	Insurance Co	ompany		38288
	cago IL 60608				INSURE	R D : Hartford	Fire Insurance	e Compan		19682
					INSURER E :					
					INSURER E :					
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IN CE	DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY ICLUSIONS AND CONDITIONS OF SUCH	QUIF	EMEI	NT, TERM OR CONDITION THE INSURANCE AFFORD	of any	CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT	т то и	VHICH THIS
INSR	TYPE OF INSURANCE	ADDL	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY	UT STU	TTT	83UEAAF3489		5/1/2023	5/1/2024		\$ 2,000.	000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED	\$ 100,00	
									\$ 15,000	
	]								\$ 2,000,	
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	POLICY X PRO- X LOC								<u>\$ 4,000,</u>	000
	OTHER:								\$	
8	AUTOMOBILE LIABILITY			83UEAAF3488		5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	AUTOS ONLY							BODILY INJURY (Per accident)	5	
	V HIRED V NON-OWNED							PROPERTY DAMAGE (Per accident)	5	
AUTOS ONLY AUTOS ONLY								s		
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	DED X RETENTION \$ 10,000								\$	
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					5/1/2023	5/1/2024	X PER OTH- STATUTE ER			
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$ 1,000,	000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s 1,000,	000
D	Lease & Rented			83UUADL7280		5/1/2023	5/1/2024	Limit	275,00	00
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICI	ES (A	CORD	101, Additional Remarks Schedul	e, may be	attached if more	space is require	)d)		
Wor	kers Compensation and Employers' Lia T&M Work	bility.	Any	Proprietor/Partner/Executiv	/e Offic	er/Member (1	"im Adkins) ,	as listed on the policy, is e	xclude	d.
RE:	TOTAL AADLK									
It is	agreed that the following are added as	Addit	ional	Insured, when required by	written	contract, on I	he General L	iability with respect to oper	rations	performed
by t	ne Named Insured in connection with th ge of Oak Park its officers, employees,	s pro	ject:	متممتسيامية						
AW	aiver of Subrogation in favor of the Add	ayen itiona	is and I Insi	reds applies to the Worker	r's Com	pensation. G	eneral Liabilii	v and Automobile policies.	when	required by
writt	en contract and where allowed by law.				2 2010	,, <b>e</b>		·		
See	Attached									
CEF	TIFICATE HOLDER				CANC	ELLATION				
								ESCRIBED POLICIES BE CAI		
								REOF, NOTICE WILL BE YPROVISIONS.	e DEL	IVERED IN
	Village of Oak Park				100					
	123 Madison St				AUTHOR	IZED REPRESEN	ITATIVE			
	Oak Park IL 60302									
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						@ 19	88-2015 AC	ORD CORPORATION. A	II riab	te received

The ACORD name and logo are registered marks of ACORD

#### AGENCY CUSTOMER ID: COMMMEC-01

LOC #: _____



# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance, a Marsh & McLennan Agency LLC company	NAMED INSURED Command Mechanical Group, LLC 2150 S Canalport Ave			
POLICY NUMBER	Chicago IL 60608			
CARRIER NAI				
	i	EFFECTIVE DATE:		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,								
FORM NUMBER:	25	FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE						

Umbrella Follows Form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

All Persons or Organizations When You Have Agreed In Writing In A Contract Or Agreement That Such Persons Or Organizations Be Added As An Additional Insured.

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

- A. Section II Who Is An Insured 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 ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
  - 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) 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
- (2) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

All Persons or Organizations When You Have Agreed In Writing In A Contract Or Agreement That Such Persons Or Organizations Be Added As An Additional Insured.

Location And Description of Completed Operations:

as required by written contract or agreement

Additional Premium:

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

Section II – Who is An Insured 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" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".