

Item J.
Approved

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Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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File #:	RES 20-050	Name:	
Type:	Resolution	Status:	Consent Agenda
		In control:	President and Board of Trustees
On agenda:	2/3/2020	Final action:	

Title: A Resolution Approving the Renewal of an Independent Contractor Agreement with Oak Brook Mechanical Services, Inc. to Provide Emergency Repairs and Planned Maintenance for Heating, Ventilation and Air Conditioning Work for an Amount Not to Exceed \$35,000.00 and Authorizing its Execution

Attachments: [1. Resolution-OMS](#), [2. Contract Renewal-OMS](#), [3. Attachment-2019 Independent Contractor Agreement OMS](#), [4. Attachment-OMS Renewal Rates Letter](#), [5. Attachment-SOS-OMS](#)

[History \(0\)](#) [Text](#)

Submitted By
John P. Wielebnicki, Public Works Director

Reviewed By
LKS

Agenda Item Title

A Resolution Approving the Renewal of an Independent Contractor Agreement with Oak Brook Mechanical Services, Inc. to Provide Emergency Repairs and Planned Maintenance for Heating, Ventilation and Air Conditioning Work for an Amount Not to Exceed \$35,000.00 and Authorizing its Execution

Overview

A Resolution Approving the Renewal of an Independent Contractor Agreement with Oak Brook Mechanical Services, Inc. to Provide Emergency Repairs and Planned Maintenance for Heating, Ventilation and Air Conditioning (HVAC) Work for an Amount Not to Exceed \$35,000.00 and Authorizing its Execution

Recommendation

Approve the Resolution.

Fiscal Impact

The Fiscal Year 2020 General Fund, Public Works Department, Building Maintenance Division Operating Budget includes a total of \$123,000 in accounts 1001-43790-711, 713, 714 and 717-540674 for property repairs. To date, \$123,000 remains.

If approved, the total contract cost with Oak Brook Mechanical Services, Inc. would not exceed \$35,000.00.

Background

In early January of 2019, Public Works Department staff solicited several area HVAC contractors for labor rates for emergency repairs. Oak Brook Mechanical Services, Inc. submitted the most favorable rates and the Village entered into an Independent Contractor Agreement with Oak Brook Mechanical Services, Inc. in February of 2019.

Oak Brook Mechanical Services, Inc. has been the Village's HVAC contractor in previous years and has performed very well. They provide same-day service and are very familiar with all of the HVAC components in all Village buildings.

Alternatives

The Village Board could delay action to gain additional information.

Previous Board Action

The Village Board has approved similar renewals to repair agreements in the past.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

If additional HVAC system repairs are needed at various locations in 2020 that exceeds the total approved amount of \$35,000, the Agreement with Oak Brook Mechanical Services, Inc. would need to be amended.

Staff would seek bids for HVAC labor rates again in late 2021.

Intergovernmental Cooperation Opportunities

None at this time.

RESOLUTION

A RESOLUTION APPROVING THE RENEWAL OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH OAK BROOK MECHANICAL SERVICES, INC. TO PROVIDE EMERGENCY REPAIRS AND PLANNED MAINTENANCE FOR HEATING, VENTILATION AND AIR CONDITIONING WORK FOR AN AMOUNT NOT TO EXCEED \$35,000.00 AND AUTHORIZING ITS EXECUTION

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Renewal of the Independent Contractor Agreement ("Renewal") with Oak Brook Mechanical Services, Inc. to provide emergency repairs and planned maintenance for heating, ventilating and air conditioning work is approved for an amount not to exceed \$35,000.00 and the Village Manager is authorized to execute the Renewal in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 3rd day of February, 2020, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Buchanan	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotia	✓			

APPROVED this 3rd day of February, 2020.



Anan Abu-Taleb, Village President

ATTEST



Vicki Scaman, Village Clerk

RENEWAL OF AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND OAK BROOK MECHANICAL SERVICES, INC. TO PROVIDE EMERGENCY REPAIRS AND PLANNED MAINTENANCE FOR HEATING, VENTILATION AND AIR CONDITIONING WORK IN FISCAL YEAR 2020 FOR AN AMOUNT NOT TO EXCEED \$35,000.00.

THIS RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT DATED February 4, 2019 (hereinafter "Renewal") between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and Oak Brook Mechanical Services, Inc., an Illinois corporation (hereinafter 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 dated February 4, 2019 ("Agreement"); and

WHEREAS, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$35,000.00 for emergency repairs and planned maintenance for heating, ventilation and air conditioning work for Village-owned buildings in 2020;

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. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of Section 4 of the Agreement for an additional one (1) year term ending on December 31, 2020 at 11:59 p.m.
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 Renewal shall be effective on the last date of its execution by one of the Parties as reflected below.

**[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

OAK BROOK MECHANICAL SERVICES, INC.

Cara Pavlicek
By: Cara Pavlicek
Its: Village Manager

Robert Lukasik
By: Robert Lukasik
Its: Service Manager

Dated: 2/10, 2020

Dated: 2-2-, 2020

ATTEST

ATTEST

Vicki Scaman
By: Vicki Scaman
Its: Village Clerk

Gina Calcagno
By: Gina Calcagno
Its: Assistant Project Manager

Dated: 2/10, 2020

Dated: March 2, 2020

REVIEWED AND APPROVED
ASTORIA
Feb 03 2020
Pat Y. Hest
LAW DEPARTMENT



961 S. Route 83 * Elmhurst, IL 60126-4993
Phone 630-941-3555 * Fax 630-941-0294

January 7, 2020

Village of Oak Park
201 South Boulevard
Oak Park, IL. 60302

Attention: Vic Sabaliauskas
Regarding: 2020 service rates

Dear Vic,

Let this letter serve as notice and per our discussion that Oak Brook Mechanical Services, Inc. will maintain our service rates for 2020 as were issued to you for the calendar year of 2019 without increase. This item will be revisited at the end of the calendar year of 2020. Contact me with any questions or concerns. We look forward to our continued relationship.

Hope things are well in Oak Park.

Very truly yours,
John Sullivan
Project Manager
Oak Brook Mechanical Services, Inc.

Village of Oak Park
Department of Public Works
Building Maintenance Division

MEMORANDUM

January 24, 2019

TO: John P. Wielebnicki, Director of Public Works
FROM: Vic Sabaliauskas, Building Maintenance Superintendent
CC: Fred Gutierrez, Building Maintenance Contractor Coordinator
RE: HVAC Repair Services for 2019

OK
[Signature]
1/30/19

Included with this memo is an Independent Contractor Agreement with Oak Brook Mechanical Services, Inc. (OMS) for repairs and planned HVAC work for 2019.

The Department of Public Works Building Maintenance contractor typically makes repairs as needed to various 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 multiple repairs are required simultaneously, an outside HVAC contractor is called to complete the repairs.

The FY 2019 General Fund, Building Maintenance, Operating Budget, Property Repair accounts provide for contracted services for property repairs. The number of repairs or planned upgrades cannot be predicted and therefore, the contract amount may vary from year to year.

The Building Maintenance Division requested rates for labor and equipment from area HVAC contractors in December of 2018. Bid results are also included with this memo. The contractor who quoted the most favorable rates is Oak Brook Mechanical Services (OMS). The Village has executed agreements with OMS over the past several years and OMS performed very well and is very familiar with the HVAC systems in all Village buildings. HVAC work would be done on a job-by-job basis at a not to exceed amount of \$20,000.00 for the year.



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Contract") is entered into on this 4 day of FEBRUARY, 2019, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and Oak Brook Mechanical Services Inc., an Illinois corporation (hereafter the "Contractor").

WHEREAS, Contractor submitted a Proposal dated January 10, 2019, a copy of which is attached hereto and incorporated herein by reference, to provide emergency and planned heating, ventilation and air conditioning ("HVAC") work and repairs (hereinafter referred to as the "Work") for the Village (hereinafter referred to as the "Project"); and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the "Work"); 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 for the Project in accordance with its Proposal for a price not to exceed \$20,000.00 ("Contract Price"). Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with its Proposal and this Contract, all of which together shall constitute the "Contract Documents." 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 Proposal has adequately taken into consideration all of the conditions at the sites. 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. Contractor shall

achieve completion of all work required pursuant to the Contract Documents by December 31, 2019 ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, 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 Contract on behalf of Contractor as having been properly and legally given by Contractor. 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 Village's 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 as having been properly and legally given by the Village. 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

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

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, 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 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. 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 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 Project 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 fifteen thirty (30) days written notice to the certificate holder named 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 Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 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.

ii. Limits:
Combined Single Limit \$1,000,000.00

(D) Umbrella:

i. Limits:
Each Occurrence/Aggregate \$5,000,000.00

(E) The Village, 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, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by 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. Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project 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 mail, return receipt requested, by personal service, or by email or facsimile 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:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272
708-358-5770
Email: villagemanager@oak-park.us
Fax: 708-358-5101

To Contractor:

Bob Lukasic
Oak Brook Mechanical Services, Inc.
961 S. Rte. 83
Elmhurst, Illinois 60126
630-941-3555
Email: boobl@omshvac.com
Fax: 630-941-0294

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 facsimile or 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 facsimile or 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. 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 Project 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 Project.

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 Project, 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.

18. 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.

19. 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.

20. 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.

21. CONFLICT

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

22. 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.

23. 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.

24. 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 copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

25. 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's Director of Public Works 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 Director of Public Works.

26. EQUAL OPPORTUNITY EMPLOYER.

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth.

**[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: Cara Pavlicek
Its: Village Manager

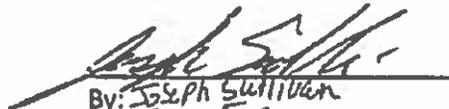
Date: 2/4, 2019

OAK BROOK MECHANICAL SERVICES, INC.


By: Robert Lukaszik
Its: Service Manager

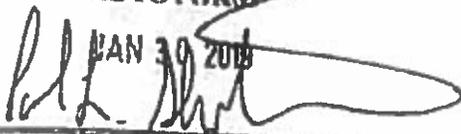
Date: 2/14, 2019

ATTEST


By: Joseph Sullivan
Its: Secretary

Date: February 15, 2019

REVIEWED AND APPROVED
ASTORIA


JAN 30 2019
LAW DEPARTMENT

**Village of Oak Park Public Works Dept.
Emergency HVAC Services Invitation to Bid (ITB)
1/10/2019**

The Village of Oak Park is seeking 2019 prices (hourly rates only) for emergency HVAC services at the locations listed below. If your company is interested in submitting a bid, please complete this price sheet and return it to the Village of Oak Park Public Works Department via FAX at 708-358-5711; e-mail: vice@oak-park.us; or via mail to the Public Works Center located at 201 South Blvd., Oak Park, IL 60302. All prices listed shall be valid from 1/1/19 through 12/31/19. Bids are due by 9:00 a.m. Friday, January 18, 2019.

Address	Entity
123 Madison Street	Village Hall
201 South Blvd - Public Works	Public Works Center
255 Augusta Street	Dole Learning Center
1119 North Blvd	Metra Station
1010 N. Ridgeland	North Pumping Station
207 Garfield	South Pumping Station
102 N. Lombard	Central Pumping Station
100 N. Euclid Avenue	Main Fire Station
212 Augusta	North Fire Station
900 S. East Evenue	South Fire Station

Please provide the following information:

Company Name: Oak Brook Mechanical Services, Inc.
 Company Address (city, state, zip): 881 E. Route 83 Elmhurst, IL 60126
 Company Contact Name (print): John Sullivan
 Company Contact Name (signature): 
 Company Phone #: 630-941-3555
 Company FAX #: 630-941-0284
 Company E-mail address: johns@omshvac.com

Labor/Personnel	Hourly Rate
Straight Time	\$ 148 -
After hours Mon-Sat	\$ 212 -
Sundays and holidays/double time	\$ 271 -
Emergency call-back	\$ 212 -

The selected contractor would enter into an Independent Contractor Agreement with the Village of Oak Park for all of 2019 with an option to renew the contract annually for up to three years. A sample of the Independent Contractor Agreement is included with this ITB. 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.

Village of Oak Park Public Works Dept.
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1/10/2019

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Address	Entity
129 Madison Street	Village Hall
201 South Blvd - Public Works	Public Works Center
255 Augusta Street	Dole Learning Center
1119 North Blvd	Metra Station
1010 N. Ridgeland	North Pumping Station
207 Garfield	South Pumping Station
102 N. Lombard	Central Pumping Station
100 N. Euclid Avenue	Main Fire Station
212 Augusta	North Fire Station
900 S. East Avenue	South Fire Station

Please provide the following information:

Company Name: Stanston Mechanical
 Company Address (city, state, zip): 170 Conyland Street, Elk Grove Village, IL 60007
 Company Contact Name (print): Jennifer Varkalis
 Company Contact Name (signature): Jennifer Varkalis
 Company Phone #: (847) 434-5100
 Company FAX #: (847) 434-5101
 Company E-mail address: jvarkalis@stanstonmechanical.com

Labor/Personnel	Hourly Rate
Straight Time	\$ 155.00 -
After hours Mon-Sat	\$ 232.50 -
Sundays and holidays/double time	\$ 310.00 -
Emergency call-back	\$ 155.00 - <i>During regular business hours</i>

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Address	Entity
123 Madison Street	Village Hall
201 South Blvd - Public Works	Public Works Center
255 Augusta Street	Dole Learning Center
1119 North Blvd	Matra Station
1010 N. Ridgeland	North Pumping Station
207 Garfield	South Pumping Station
102 N. Lombard	Central Pumping Station
100 N. Euclid Avenue	Main Fire Station
212 Augusta	North Fire Station
900 S. East Avenue	South Fire Station

Please provide the following information:

Company Name: AMS MECHANICAL SYSTEMS INC
 Company Address (city, state, zip): 9341 ADAM OON PARKWAY WOODRIDGE IL 60517
 Company Contact Name (print): DAVE RUTKOWSKI
 Company Contact Name (signature): *Dave Rutkowski*
 Company Phone #: 630.887.7700
 Company FAX #: 630.887.0770
 Company E-mail address: DRUTKOWSKI@AMS-PMT.COM

Labor/Personnel	Hourly Rate
Straight Time	\$ 159 -
After hours Mon-Sat	\$ 225 -
Sundays and holidays/double time	\$ 285 -
Emergency call-back	\$ 225 -

The selected contractor would enter into an Independent Contractor Agreement with the Village of Oak Park for all of 2019 with an option to renew the contract annually for up to three years. A sample of the Independent Contractor Agreement is included with this ITB. 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.

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100 N. Euclid Avenue	Main Fire Station
212 Augusta	North Fire Station
900 S. East Evanue	South Fire Station

Please provide the following information:

Company Name: INFINITY MECHANICAL SYSTEMS, INC.
 Company Address (city, state, zip): PO BOX 6068 NAPERVILLE IL 60567
 Company Contact Name (print): BILL TAZELAR
 Company Contact Name (signature): [Signature]
 Company Phone #: 630 222 2386
 Company FAX #: _____
 Company E-mail address: BILL@INFINITYMECHANICALSYSTEMS.COM

Labor/Personnel	Hourly Rate
Straight Time	\$ 152 - -
After hours Mon-Sat	\$ 218 - -
Sundays and holidays/double time	\$ 276 - -
Emergency call-back	\$ 218 - -

The selected contractor would enter into an Independent Contractor Agreement with the Village of Oak Park for all of 2019 with an option to renew the contract annually for up to three years. A sample of the Independent Contractor Agreement is included with this ITB. 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.

RESOLUTION

A RESOLUTION APPROVING THE RENEWAL OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH OAK BROOK MECHANICAL SERVICES, INC. TO PROVIDE EMERGENCY REPAIRS AND PLANNED MAINTENANCE FOR HEATING, VENTILATION AND AIR CONDITIONING WORK FOR AN AMOUNT NOT TO EXCEED \$35,000.00 AND AUTHORIZING ITS EXECUTION

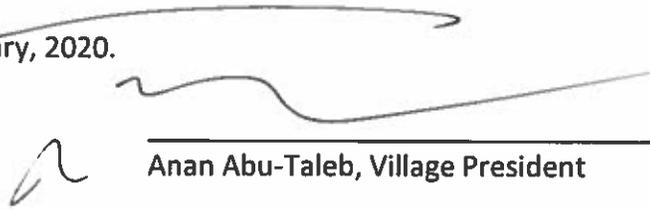
BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Renewal of the Independent Contractor Agreement ("Renewal") with Oak Brook Mechanical Services, Inc. to provide emergency repairs and planned maintenance for heating, ventilating and air conditioning work is approved for an amount not to exceed \$35,000.00 and the Village Manager is authorized to execute the Renewal in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 3rd day of February, 2020, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Buchanan	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotia	✓			

APPROVED this 3rd day of February, 2020.



Anan Abu-Taleb, Village President

ATTEST



Vicki Scaman, Village Clerk



201 South Boulevard, Oak Park, IL 60302-2702
708-358-5700

TO: OakBrook Mechanical Services
961 S Aroute 83
Elmhurst, IL 60126

DATE: February 13, 2020

PROJECT: _____

ATTN: Bob Lukasic

RE: Emergency Repairs and Planned Maintenance for HVAC

TO WHOM IT MAY CONCERN,
WE ARE SENDING THE FOLLOWING ITEMS FOR REVIEW / RETURN

COPIES	PROJECT NUMBER	DESCRIPTION
3		Emergency Repairs and Planned Maintenance for HVAC

PLEASE MAKE SURE THE FOLLOWING IS COMPLETED / ATTACHED BEFORE RETURNING:

SIGNED CONTRACT WITH ATTEST SIGNATURE

CERTIFICATE OF INSURANCE

CONTRACTOR BOND

REMARKS: RETURN TWO COPIES TO : DIANE STANISLAVSKI, BUDGET & REVENUE ANALYST AT THE ADDRESS BELOW

If you need to contact me, please do so via:

Address: 201 South Boulevard, Oak Park, IL 60302

Phone: (708) 358-5700

Email: Dstanislavski@oak-park.us

IF ITEMS ENCLOSED ARE NOT AS INDICATED ABOVE
PLEASE NOTIFY US IMMEDIATELY

TRANSMITTED BY: Diane Stanislavski

SIGNATURE: *Diane Stanislavski*