



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (herein after referred to as the “Agreement” or the “Contract”) is entered into on this ____ day of November, 2024, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and ABM Industry Groups, LLC, a Delaware Limited Liability Company, authorized to conduct business in the State of Illinois (hereinafter the “Contractor”). The Village and the Contractor may, at times, be referred to collectively as the “Parties” or each individually as a “Party”.

RECITALS

WHEREAS, the Contractor submitted a Proposal dated October 31, 2024, a copy of which is attached hereto and incorporated herein by reference, to provide Building Maintenance Services at all Village facilities (hereinafter referred to as the “Work”) pursuant to the Village’s Request for Proposals dated October 31, 2024, incorporated herein by reference as though fully set forth; and

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

WHEREAS, it is the intent of the Village and the Contractor that the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms herein and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. RECITALS INCORPORATED

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

2. SCOPE OF WORK

The Contractor shall perform the Work in accordance with its Proposal for an annual estimated cost of **\$855,000.00** (the “Contract Price”), complete the work in accordance with any applicable manufacturers’ warranties and in accordance with its Proposal, the Village’s Request for Proposals, and this Contract, all of which together shall constitute the “Contract Documents.” The Contractor hereby acknowledges that it has inspected the sites where the work is to be performed and that it is fully familiar with all of the

conditions at the sites, and further that its Proposal 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. The Contractor shall achieve completion of all Work required pursuant to the Contract Documents.

3. DESIGNATED REPRESENTATIVES

The 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 the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of the Contractor as having been properly and legally given by the Contractor. The 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 13 of this Agreement.

The Village Manager 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. The 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 the Contractor with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

4. TERM OF CONTRACT, CONTRACT RENEWAL, AND RATE ADJUSTMENT

The Contractor shall perform the Work pursuant to this Contract beginning on January 2, 2025, as defined herein and shall expire five (5) years thereafter. The Village will have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The Village will allow the Contractor to increase or decrease the Contract Price for each year this Agreement is in effect.

The parties agree that the Price shall be adjusted due to factors beyond its reasonable control, including but not limited to increases to local, state and/or federal government

mandated wage/health and welfare increases; union mandated wage/health and welfare increases and associated payroll costs where applicable; payroll taxes; union pension increases where applicable; subcontracting costs, material costs, or other supply and insurance and cost changes including, without limitation, increases resulting from insufficient labor supply in certain affected markets as of the date incurred.

4.1 ONE-TIME VILLAGE CREDIT

At any time during the Term of the Contract, the Village may, in its sole discretion, apply a one-time credit of fifty thousand dollars and zero cents (\$50,000.00) to any invoice provided under this Agreement. The Village shall pay the remainder of the invoice less the credit so applied on the same terms as provided under this Agreement. If the Contract is terminated for any reason whatsoever prior to January 1, 2027, and the credit has already been applied, the Village will reimburse the Contractor 50% of the credit (\$25,000.00).

5. PAYMENT SCHEDULE

The 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 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) the Contractor's sworn statement;
- (ii) any subcontractor's sworn statement(s); and

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed. 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 the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the Work, the Work has been approved by the Village, and any required paperwork have been submitted by the Contractor. Approval of the Work and issuance of the final payment by the Village shall not constitute a waiver of, or release the 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 the 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 the Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorneys' fees incurred, suffered, or sustained by the Village and chargeable to the Contractor. Payment terms are Net30.

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 13 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving thirty (30) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the Work performed up to the date of termination. Contractor may terminate this Contract without cause by giving the Village thirty (30) days written notice.

7. DEFAULT/THE VILLAGE'S REMEDIES.

If it should appear at any time prior to payment for the Work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after the Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(A) The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Contract;

(B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction;

(C) The Village may terminate this Contract without liability for further

payment of amounts due or to become due under this Contract except for amounts due for Work properly performed prior to termination;

(D) The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from the Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

(E) The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

8. COMPLIANCE WITH APPLICABLE LAWS

The 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, all statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

9. 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 (attorneys' and paralegals' fees, expert fees and court costs) to the extent caused by the negligent 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, 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 would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, 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.

10. INSURANCE

The Contractor shall at the 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. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning any 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 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 any Work is subcontracted pursuant to the provisions of this Contract, the 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, the 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 and its officers, officials, employees, agents and volunteers shall be included 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 and 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.

11. GUARANTY

The Contractor warrants and guarantees its Work provided for the Project performed under this Contract.

The 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.

12. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the Work

covered by this Contract as required by law.

13. 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
Email: villagemanager@oak-park.us

To the Contractor:

ABM Industry Groups, LLC
One Liberty Plaza – 7th Floor
New York, NY 10006
Email: bill.matt@abm.com

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 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.

14. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the 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.

15. EFFECTIVE DATE

The effective date of this Contract shall be January 2, 2025.

16. 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.

17. INDEPENDENT CONTRACTOR

The 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.

18. CONTRACT BOND

Before commencing the Work, the Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount equal to ten percent (10%) of the annual amount of the Contract Price as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of the Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against the Contractor may be made for the difference between the amount of the Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

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 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.

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 the Contractor shall cooperate in the provision of the Work to be provided by the 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. The 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/EMAIL 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 signatures thereon will be considered for all purposes as an original.

26. EQUAL OPPORTUNITY EMPLOYER

The 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 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.

27. STANDARD OF CARE

The Contractor shall endeavor to perform the Work with the same skill and judgment which can be reasonably expected from similarly situated firms or entities. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County’s minimum wage and paid leave ordinances, respectively Cook County Ordinance Number 24-0583 and Cook County Ordinance Number 16-4229, and the Village’s Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

The Contractor shall ensure that the Work is provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

28. SNOW/ICE REMOVAL

Contractor shall defend, indemnify and hold the Village harmless as to any claims, or complaints for personal injury or property damage that relate to or arise out of negligent snow and ice removal at the Property solely caused by the acts or omissions of Contractor. Notwithstanding anything herein to the contrary, Contractor's liability in connection with snow and ice removal services provided herein will not exceed an amount equal to Five Thousand Dollars (\$5,000.00) annually.

CONTRACTOR'S PROPOSAL

SCOPE OF SERVICES

Duties (if applicable):

- Operation, maintenance of boilers, heater pumps, valves, appurtenances and lines used in the distribution of steam and heated or processed water.
- Operation, maintenance of refrigerant compressors, condensers, evaporators, traps, transfer pumps, expansion valves, stop valves and float valves, together with refrigerant lines and devices used to control temperature, and air conditioning systems in their entirety.
- Operation, maintenance of pumps handling brines or other secondary refrigerating liquids together with valves, appurtenances and lines used in the system.
- Operation, maintenance of air compressors, together with distribution lines and valves and devices for air control.
- Operation, maintenance of water filters, softeners, piping and pumps used in conjunction with water distribution, including sinks and toilet bowls, including supply lines, drains, water lines, control devices.
- Operation, maintenance of electrical motors and engines used to power pumps, compressors and fans.
- Operation of fuel oil systems including pumps, valves, lines and controls.
- Operation, maintenance of building automation systems for HVAC, including consoles, data gathering panels, remote sensors and indicating devices.
- Operation, maintenance of sanitary sewer systems, sump pumps including basins, water closets, urinals and piping.
- Maintenance of air distribution systems.

Payroll administration associated with these maintenance engineers

Provide payroll administration including online payroll system, payment of wages, payroll taxes and benefits.

Implementation of a Computerized Preventative Maintenance Program

The ABM Engineering Manager will work with the engineering team to create an equipment inventory and schedule the preventive maintenance to be completed in the desired system.

SOW Exclusions

Snow/ice removal: ABM shall defend, indemnify and hold the Client harmless as to any claims, or complaints for personal injury or property damage that relate to or arise out of negligent snow and ice removal at the Property solely caused by the acts or omissions of ABM. Notwithstanding anything herein to the contrary, Contractor's liability in connection with snow and ice removal services provided herein will not exceed an amount equal to Five Thousand Dollars (\$5,000.00) annually.

Owner/Agent recognizes that the below types of repairs, projects, and services require professional engineering for design of scope and project management and will contract appropriately with providers other than Contractor to execute this work. Contractor can then assist in supporting Owner/Agent in the Owner/Agent's requirements of completion, but Contractor assumes no liability for scope, project management, cost impacts, and infrastructure issues arising out of work by others, including the following tasks and duties:

- Oversight of special maintenance, repairs or other work to the systems and equipment performed by others
- Assistance with annual operating and capital improvement budget preparation, providing projected costs of repairs, maintenance, equipment, supplies and materials necessary to maintain proper and efficient operation of building systems and equipment
- Review of drawings prior to construction or remodeling projects and inspection of construction work at its various stages until project completion
- Any assignment outside of the traditional responsibilities of stationary building engineers, as dictated by the applicable collective bargaining agreement

Client understands and accepts that COVID-19 or any other virus is undetectable and Contractor in no way represents or warrants that this scope of work shall prevent or eliminate COVID-19 or any other virus.



ABM
Building Value
ESTIMATE

Estimated Monthly Cost Summary
Maintenance & Engineering Services
Village of Oak Park
123 Madison Avenue
Chicago, IL 60302

Prepared: 10/31/2024

No. Emp	Classification	Monthly Hours	Monthly Cost	Total Annual Amount
1	Chief Engineer	173.33	\$9,363.47	\$112,361.60
2	Engineer	346.67	\$16,646.93	\$199,763.20
2	Trainee Engineer	346.67	\$11,651.47	\$139,817.60
1	Engineer Helper	173.33	\$3,296.80	\$39,561.60
	5% Annual Allowance		\$2,047.93	\$24,575.20
	Total Labor Cost		\$43,006.60	\$516,079.20
	<u>Payroll Related Cost Factors</u>			
	Includes taxes & insurance, Local 399 health & welfare, pension, & training fund; uniforms, cellphones, & email accounts		\$26,397.19	\$316,766.32
	<u>Angus</u>		\$0.00	\$0.00
	<u>Trust Fund Audit Compliance Fee</u>		\$64.02	\$768.24
	<u>Technology Hosting/Retention & Cyber Security Fee</u>		\$382.07	\$4,584.88
	<u>Safety</u>		\$698.50	\$8,381.99
	<u>Overhead</u>		\$349.25	\$4,190.99
	<u>Profit</u>		\$349.25	\$4,190.99
	Total Estimated Monthly /Annual Cost		\$71,246.88	\$854,962.59

Costs adjust in January each year based on the CPI (consumer price index).

Footnotes:

- 1 Wages & fringe benefits are in accordance with the Local 399 Collective Bargaining Agreement. Wages and benefits are subject to increase in July of each year in accordance with the CBA.
- 2 In order to be compliant with applicable federal and state wage and hour laws, ABM utilizes an electronic timekeeping system that pays hourly team members to the nearest minute based on their time punches.
- 3 CMMS (PM & work order system) is included in the above estimate at no additional cost.
- 4 Overtime will be billed as incurred subject to prior approval.
- 5 Estimated hours reflected above represent average number of hours per month over a twelve month period. Actual hours per month will vary.
- 6 Technology & cyber security fee associated with processing/storing data on ABM server & standard cyber security
- 7 In addition to the monthly cell phone service cost included in the estimate above, a start-up fee of \$100 per person is required. The monthly fixed rate does not provide usage data from our carrier, so no billing backup can be provided. If a cell phone contract is terminated within 24 months, a prorated termination fee may apply.
- 8 Fuel cost will be billed back as incurred.
- 9 If rebill expenses occur, they will be billed at cost plus fifteen percent (15%) or a minimum \$50 fee, whichever is higher.
- 10 The cost is based on an hours paid contract. All regular hours, overtime, vacation, holiday, sick leave, jury duty & bereavement hours will be billed the same month as paid to the employee(s). This includes payouts (e.g. vacation) when an employee either leaves ABM employment or is subject to any other employment related change that triggers a required payout. All applicable personnel & payroll related cost factors will be passed along to the client. This is to include all pay increases to employees, applicable federal, state & local taxes, insurance, employee benefit plans & recruiting.

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

VILLAGE OF OAK PARK

ABM INDUSTRY GROUPS, LLC

By: Kevin J. Jackson
Its: Village Manager

By: John Rey
Its: Senior Vice-President

Date: _____, 2024

Date: _____, 2024

ATTEST

ATTEST

By: Christina M. Waters
Its: Village Clerk

By:
Its:

Date: _____, 2024

Date: _____, 2024