ORDINANCE NO. 2024-4426

ORDINANCE APPROVING THE PROPOSAL OF HAYES COMMERCIAL, LLC d/b/a HAYES MECHANICAL AND AN AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND HAYES COMMERCIAL, LLC FOR WORK ON THE HVAC SYSTEM AT THE VILLAGE'S PUBLIC SAFETY BUILDING, AND SPECIFICALLY, THE INSTALLATION OF TWO NEW ROOF TOP UNITS AND RELATED WORK

WHEREAS, the Village of Barrington is an Illinois municipal corporation located in Cook and Lake Counties, Illinois (hereinafter, the "Village"), and the Corporate Authorities of the Village have determined that the HVAC system at the Village of Barrington Public Safety Building, 400 N. Northwest Hwy., Barrington, IL is in need of some repair; and

WHEREAS, the Village has previously requested and received a proposal No. 3716 dated June 27, 2024 from Hayes Commercial, LLC d/b/a Hayes Mechanical, 5959 S. Harlem Avenue, Chicago, IL 60638 (the "Contractor") to provide and install two (2) new roof top units ("RTUs") and perform related work on the HVAC system at the Village of Barrington Public Safety Building, 400 N. Northwest Hwy., Barrington, IL (sometimes referred to herein as the "Project") at a total cost not to exceed $49,750.00 (hereinafter, the "Proposal"), a copy of which Proposal is attached hereto as part of Group Exhibit A and thereby made a part hereof; and

WHEREAS, Hayes Commercial, LLC d/b/a Hayes Mechanical is a new vendor to the Village but appears to be qualified to perform the level of service needed for the Project; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents to approve the Proposal dated June 27, 2024 received from Hayes Commercial, LLC d/b/a Hayes Mechanical and execute a related Agreement relative to the Project:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of the Village as a Home Rule unit of government, as follows:

SECTION 1: That the Corporate Authorities of the Village find that the facts as stated in the preamble hereof are true and correct and are incorporated herein by reference as if fully set forth.

SECTION 2: That the Corporate Authorities hereby approve Proposal No. 3716 from Hayes Commercial, LLC d/b/a Hayes Mechanical and a related Agreement with the Contractor to provide and install two (2) new roof top units and perform related work on the HVAC system at the Village of Barrington Public Safety Building, 400 N. Northwest Hwy., Barrington, IL (sometimes referred to herein as the "Project") pursuant to and in compliance with its Proposal No. 3716 dated June 27, 2024 at a total cost not to exceed $49,750.00, which Contract shall consist of the following documents:

Exhibit A-1: Agreement between the Village of Barrington and Hayes Commercial, LLC d/b/a Hayes Mechanical; and

Exhibit A-2: Proposal No. 3716 dated June 27, 2024 from Hayes Commercial, LLC d/b/a Hayes Mechanical

which documents shall be substantially in the form attached hereto as Group Exhibit A and thereby expressly made a part hereof (all collectively referred to herein as the "Contract" or the "Contract Documents" or as "Group Exhibit A"). Pursuant to Section 1-6A-6 of the Barrington Village Code, the Corporate Authorities hereby waive any and all requirements for competitive bidding or alternative proposals as may otherwise be required by law or by ordinance with respect to said the Proposal No. 3716 dated June 27, 2024 received from and the related Agreement with Hayes Commercial, LLC d/b/a Hayes Mechanical.

SECTION 3: The Village President is hereby authorized to execute the Contract Documents, and the Village Clerk is hereby authorized to attest thereto and deliver to Hayes Commercial, LLC d/b/a Hayes Mechanical an executed copy of the Contract Documents, which shall all be substantially in the form attached hereto as Group Exhibit A, and to otherwise take all the necessary and appropriate actions in order to commence and complete the Project, including but not limited to the execution and delivery of any other documents related thereto, in order to accomplish the purposes and intent of the Contract Documents.

SECTION 4: This Resolution shall take effect from and after its passage and approval as provided by law.

PASSED THIS 29 DAY OF July, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Johnsen, Holen, Duncan, Moran, Riggs, President Darch

NAYS: None

ABSENT: ~~None~~ Trustee Wondrasek

ABSTAIN: None

RECUSE: None

APPROVED THIS 29 OF July, 2024

Karen Y. Darch

Karen Darch, Village President

ATTESTED AND FILED THIS 29TH DAY OF JULY, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

Village of Barrington (SEAL) CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

Exhibit A-1: Agreement Between the Village of Barrington and Hayes Commercial, LLC d/b/a Hayes Mechanical

Exhibit A-2: Proposal No. 3716 dated June 27, 2024 from Hayes Commercial, LLC d/b/a Hayes Mechanical

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND HAYES COMMERCIAL, LLC d/b/a HAYES MECHANICAL FOR EMERGENCY HVAC WORK AT THE VILLAGE OF BARRINGTON PUBLIC SAFETY BUILDING

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this ____ day of _____, 2024, by and between VILLAGE OF BARRINGTON (hereinafter referred to as "VILLAGE") and HAYES COMMERCIAL, LLC d/b/a HAYES MECHANICAL, 5959 S. Harlem Avenue, Chicago, IL 60638 (hereinafter referred to as "Contractor/Vendor") to furnish all materials, supplies, tools, equipment, labor, supervision, and install the equipment set forth on the Contractor/Vendor's Proposal, and perform other services necessary to commence and complete the Work in connection with the emergency installation of two (2) new HVAC roof top units ("RTU"), specifically RTU#5 and RTU#9, and perform related work on the HVAC system at the Village of Barrington Public Safety Building, 400 N. Northwest Highway, Barrington, IL (hereinafter referred to as "Project", the "Work", or the "Services") as set forth on the Contractor/Vendor's Quote No. 3617 dated June 27, 2024 (the "Contractor/Vendor's Proposal") for a total contract price of $49,750.00, a copy of which is attached hereto as Exhibit A and thereby made a part hereof. This Agreement, the Contractor/Vendor's Proposal dated June 24, 2024 shall constitute the Contract Documents.

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Contractor/Vendor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in:
   ☒ The Contractor/Vendor's Proposal No. 3617 dated June 27, 2024; and/or
   ☐ Village of Barrington Purchase Order No.2024-0088.
   which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project")

2. Payment:

   A. Not to Exceed Payment: The Village agrees to pay the Contractor/Vendor as compensation for all Work required by this Agreement a not-to-exceed amount of $49,750.00 (the "Contract Price").

   B. Invoices for Payments: The Contractor/Vendor agrees to and shall prepare and submit:
      ☒ an invoice to the Village upon completion of and approval by the Village of the Work; or
      ☐ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor/Vendor.

   NOTE: AS THIS IS A PREVAILING WAGE JOB, AND CERTIFIED PAYROLLS SHALL BE SUBMITTED WITH EACH INVOICE.

   C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act). Notwithstanding any provisions of the Contractor/Vendor's Proposal to the contrary, the Contractor/Vendor and the Village understand, acknowledge and agree that the Village complies with the Act, which states that any bills approved by the Village for payment shall be paid within thirty (30) days after date of approval of the invoice, and therefore, the Contractor/Vendor shall be paid by the Village for the Work pursuant to the terms of the Act, and that this provision shall supersede and control over any provisions of the Contractor/Vendor's Proposal. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.

3. Performance and Payment Bond: Prior to commencement of any Work on the Project, the Contractor/Vendor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:

   A. This Agreement
   B. Scope of Work (Contractor/Vendor's Proposal No. 3617 dated June 27, 2024) (Exhibit A)
   C. Other: _____

   In the event of any conflict between this Agreement and any other Contract Documents, this Agreement shall prevail, control, and take precedence over the terms and conditions set forth in any other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Work to be performed under the Contract Documents shall commence no later than August 1, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than September 1, 2024 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village. If the Contractor/Vendor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor/Vendor for the Work and/or the right to recover any excess cost of completion from the Contractor/Vendor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

6. Venue and Choice of Law: The parties herein agree that the venue for any and all disputes shall solely be in the county in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.

7. Nonassignability: The Contractor/Vendor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor/Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

9. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor/Vendor shall be done in conformance with the Contract Documents.

10. Permits and Licenses: The Village shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor/Vendor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor/Vendor. Contractor/Vendor shall not start the Work under the related Contract until Contractor/Vendor has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

B. Insurance Required: The Contractor/Vendor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Barrington, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's/Vendor's work, including activities performed by or on behalf of the Contractor/Vendor; products and completed operations of the Contractor/Vendor; premises owned, leased or used by the Contractor/Vendor, or automobiles owned, leased, hired or borrowed by the Contractor/Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its officers, officials, employees, agents and/or volunteers.

(c) The Contractor/Vendor's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor/Vendor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Contractor/Vendor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor/Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor/Vendor shall be required to name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Contractor/Vendor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) There is no Subparagraph (ii).

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per accident for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor/Vendor for the Village.

(b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor/Vendor's coverage rather than under the coverage of the Village of Barrington, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Barrington, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor/Vendor's employee).

(v) There is no Subparagraph (v).

(vi) There is no Subparagraph (vi).

(vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $1,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

D. All Coverages

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or

omission, including, but not limited to:

(a) Allowing work by Contractor/Vendor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Barrington expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Contractor/Vendor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. Verification of Coverage: Contractor/Vendor shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subcontractors: Contractor/Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Contractor/Vendor assumes liability for all injury to or death of any person or persons including employees of the Contractor/Vendor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor/Vendor to be maintained by the Village.

J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor/Vendor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor/Vendor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor/Vendor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor/Vendor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor/Vendor and all subcontractors of any tier stating that all the required insurance is in force. The

Contractor/Vendor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor/Vendor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

L. Liability of Contractor/Vendor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor/Vendor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor/Vendor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor/Vendor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor/Vendor or any subcontractor's insurance.

M. Notice of Bodily Injury or Property Damage: The Contractor/Vendor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

N. Updated Proof Required: The Contractor/Vendor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

O. Safety/Loss Prevention Program Requirements: The Contractor/Vendor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.

P. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

A. To the fullest extent permitted by law, the Contractor/Vendor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor/Vendor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor/Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor/Vendor shall, at its own expense, satisfy and discharge the same.

B. Contractor/Vendor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor/Vendor, shall in no way limit the

responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Contractor/Vendor further agrees that to the extent that money is due the Contractor/Vendor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor/Vendor, its officers, directors, employees and subcontractors (collectively, Contractor/Vendor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

E. Neither the Village nor the Contractor/Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. No Conflicts of Interest: The Contractor/Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor/Vendor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor/Vendor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

14. Compliance with Laws: Contractor/Vendor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor/Vendor 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 or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor/Vendor if requested by the Village.

15. Equal Employment Opportunity: The Contractor/Vendor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor/Vendor shall also comply with the Illinois Human Rights Act. The Contractor/Vendor shall fully comply with all applicable provisions of the Illinois Human Rights Act.

16. Certifications: By the execution of this Agreement, the Contractor/Vendor certifies that: (1) the Contractor/Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written

policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

17. Prevailing Wage Act Notice [Check box that applies]:

☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to the filing of monthly certified payrolls on IDOL forms. The Contractor/Vendor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

18. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor/Vendor warrants and guarantees that for a period of one (1) year from the date of completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor/Vendor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor/Vendor should fail to make such correction(s), repair(s), and/or replacement(s) ("remedial work") that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor/Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

19. Standard Specifications:

A. All Work performed by Contractor/Vendor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

B. Through the course of the Project, the Contractor/Vendor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.

C. All traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".

20. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor/Vendor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Project and/or Work, which is the subject of the Contract Documents, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the sole property of the Village. The Contractor/Vendor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor/Vendor, but the Village agrees to waive any claim against the Contractor/Vendor arising from any unauthorized reuse or modification of the Project Documentation.

21. Contractor/Vendor is an Independent Contractor: It is mutually understood and agreed that the Contractor/Vendor shall have full control of the ways and means of performing the Work referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor/Vendor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor/Vendor and any party employed by the Contractor/Vendor bears the relationship to the Village of an independent contractor.

22. Village Confidential Information:

A. Contractor/Vendor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
B. The provisions of this Paragraph 22 shall survive any termination of the Contract.

23. Permitted Hours of Work: All construction activity is limited to an eight (8) hour period from 7:00 A.M. until 3:00 P.M. on weekdays. Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor/Vendor has made prior arrangements with representatives of the Village. No work shall occur on Sundays or Holidays.

24. Restoration of Work Site: The Contractor/Vendor shall be obligated to remove all debris from the Work site at the Contractor's/Vendor's expense. The Contractor/Vendor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor/Vendor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor/Vendor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor/Vendor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

25. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

26. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other Contract Documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract Documents.

27. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor/Vendor under the Paragraphs 12 and 22 hereof shall continue after such termination.

28. Advertisement: The Contractor/Vendor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

29. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor/Vendor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

30. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor/Vendor to the Village, b) any failure by the Contractor/Vendor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor/Vendor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's/Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor/Vendor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor/Vendor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 22 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor/Vendor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor/Vendor. This notice shall state the reasons that the Contractor/Vendor is being declared in default of the Contract. Failure by the Contractor/Vendor to correct the stated deficiencies within the notice period shall result in the Contractor/Vendor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor/Vendor and to hire others to complete the defaulted work. Upon default, the Contractor/Vendor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor/Vendor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor/Vendor pursuant to the Contract Documents.

31. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

32. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

33. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

34. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

35. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

36. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR/VENDOR:
HAYES COMMERCIAL, LLC d/b/a
HAYES MECHANICAL

By: _____

Its Managing Member and Authorized Agent

VILLAGE OF BARRINGTON

By: _____
Karen Darch, Village President

ATTEST: _____
Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

Scope of Work (Contractor/Vendor's Proposal No. 3617 dated June 27, 2024)

HAYES MECHANICAL
ESTABLISHED 1918

5959 S Harlem Ave
Chicago, IL 60638-3131
(773) 784-0000

Quote

Quote No	Quote Date
3617	6/27/2024

Customer	Customer Site
VILLAGE OF BARRINGTON 200 S HOUGH STREET BARRINGTON, IL 60010	400 N NORTHWEST HIGHWAY BARRINGTON, IL 60010 **Prepared For:** CONNOR JUSTES **E-mail:** CJUSTES@BARRINGTON-IL.GOV **Phone:** (224) 629-2035 **Cell:**

Work Requested

RTU #5
Lock out tag out unit as needed.
Remove existing refrigerant according to EPA guidelines
Provide crane and rigging & remove and dispose of existing RTU.
Furnish and Install one (1) Carrier 48FCEM12A3A6-0A0A00 10 Ton RTU
Voltage: 46V/3PH/60HZ
Furnish and install (1) Carrier Economizer per unit
Furnish and install (1) new non fused disconnect with necessary wiring.
Furnish and install (1) new thermostat.
Furnish and install necessary pipe valves and fittings.
Provide start-up and commissioning of system

RTU #9
Lock out tag out unit as needed.
Remove existing refrigerant according to EPA guidelines
Provide crane and rigging & remove and dispose of existing RTU.
Furnish and Install one (1) Carrier 48FCEM08A2A6-0A0A0 7.5 Ton RTU
Voltage: 46V/3PH/60HZ
Furnish and Install (1) Carrier Economizer per unit
Furnish and install (1) new non fused disconnect with necessary wiring.
Furnish and install (1) new Carrier VST4900 thermostat.
Furnish and install necessary pipe valves and fittings.
Provide start-up and commissioning of system

Clarifications, Exclusions, and Notes

We will land existing BAS wiring if it is present. No additional BAS or Control wiring is included.

For the above work we respectfully quote the sum of $ 49,750.00

We await the opportunity to discuss our proposal or your valued order to proceed as outlined.

Very truly yours,

Daniel A. Philbin

Accepted By: _____ **Date:** ____/____/20____

Print Name: _____ **P.O. #** _____

All work to be done on a straight time basis unless otherwise specified, and will be performed in a first class workmanlike manner and guaranteed to pass State Code and Insurance Inspection. We are covered by Workmen's Compensation and Public Liability insurance.

Thank you for allowing Hayes Mechanical to be of Service to you today. Our Terms and Conditions related to this proposal can be found at: https://www.hayesmechanical.com/service-terms-and-conditions-2019-a/