
THE VILLAGE OF BLOOMINGDALE
DUPAGE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2023-R-08

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A
5 YEAR EXTENSION TO THE EXISTING HVAC SERVICE
AND MAINTENANCE AGREEMENT**

FRANCO A. COLADIPIETRO, Mayor

PAMELA S. HAGER, Village Clerk

VINCE ACKERMAN
WILLIAM BELMONTE
BILL BOLEN
FRANK BUCARO
PATRICK SHANNON
JUDI VON HUBEN

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 13th day of March 2023

RESOLUTION NO. 2023-R-08

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF A 5 YEAR EXTENSION TO
THE EXISTING HVAC SERVICE AND MAINTENANCE AGREEMENT**

WHEREAS, the Village of Bloomingdale (hereinafter referred to as the "Village") is a home rule unit of local government with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt;

WHEREAS, the Village upon approval of the President and Board of Trustees of the Village (the "Corporate Authorities") may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, the existing multi-year HVAC service and maintenance agreement will expire on April 30, 2023 and requires renewal or extension;

WHEREAS, in 2017, Oak Brook Mechanical Services, Inc., (the "Company"), was awarded a five-year contract extension to manage, plan maintain, and repair the Village's heating, ventilation, and air condition systems ("Services") at fourteen village buildings and has performed such services in a satisfactory manner;

WHEREAS, the Company has proposed to extend the current agreement and perform the same maintenance Services as provided in the Agreement (the "Agreement") in the form attached hereto and incorporated herein as EXHIBIT A, in the amount not to exceed \$378,264.00 over the next five-year period; and

WHEREAS, the Corporate Authorities of the Village of Bloomingdale are of the opinion that the foregoing actions are in the best interest of the public safety, health and welfare of the residents of the Village of Bloomingdale.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two –Approval of Agreement

The Village hereby approves the HVAC Service and Maintenance Agreement substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village President and/or Village Administrator is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four -- Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of the Agreement and otherwise to consummate the transactions contemplated therein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five – Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Resolution.

Section Six -- Waiver of Bidding Requirements

To the extent that any requirement of bidding would be applicable to the transaction(s) contemplated hereunder, the same is hereby waived.

Section Seven - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of the Agreement are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight– Effective Date

This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine – Publication

This Resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution, which are hereby declared to be separable.

Section Twelve – Recording


This Resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

[Remainder of Page intentionally left blank; roll call vote to follow]

DECIDED pursuant to a Roll Call Vote as follows:

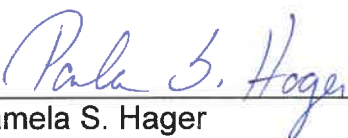
| | YES | NO | ABSENT | PRESENT |
|---|----------|----------|----------|---------|
| Vince Ackerman | X | | | |
| William Belmonte | X | | | |
| Bill Bolen | | | X | |
| Frank Bucaro | X | | | |
| Patrick Shannon | X | | | |
| Judi Von Huben | X | | | |
| Franco A. Coladipietro (only if necessary) | | | | |
| TOTAL | 5 | 0 | 1 | |

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on
the 13th day of March 2023:



Franco A. Coladipietro
Village President

ATTEST:



Pamela S. Hager
Village Clerk

Exhibit A
Agreement

SERVICE AND MAINTENANCE AGREEMENT EXTENSION

This agreement entered into this **1st** day of **May 2023** between **OAK BROOK MECHANICAL SERVICES, INC.**, herein after called **OMS** and **Village of Bloomingdale**, herein after called the owner, for providing inspection, service, repairs and maintenance of the equipment listed in original contract and located at: **Various Locations**

OMS AGREES:

1. To perform 4 quarterly inspections per 12 month period for all equipment listed in original contract
2. Make minor adjustments, grease and oil bearings (as required)
3. To clean and flush condenser strainer at each inspection
4. To promptly respond to emergency calls
5. To check condenser water pump and grease as needed
6. To check electrical connections, contactors on all components and tighten as needed
7. To report to owner any repairs found necessary and to make such repairs on the written authorization of the owner at OMS' current service rates for labor, parts and materials.

THE OWNER AGREES:

- | | |
|---------------|---|
| 1. Year 2023 | To pay \$18,172 per quarter or \$72,688 per year. |
| 2. Year 2024: | To pay \$18,535 per quarter or \$74,140 per year. |
| 3. Year 2025: | To pay \$18,905 per quarter or \$75,620 per year. |
| 4. Year 2026: | To pay \$19,284 per quarter or \$77,136 per year. |
| 5. Year 2027: | To pay \$19,670 per quarter or \$78,680 per year. |

To pay for extra repairs and service not covered in this full service agreement the following OMS service rates:

- Year 2023 **\$150** per hour
- Year 2024 **\$155** per hour
- Year 2025 **\$160** per hour
- Year 2026 **\$165** per hour
- Year 2027 **\$170** per hour

6. To grant free access to all equipment so that OMS can make inspections and repairs.
7. To promptly notify OMS of any unusual operating conditions.
8. To employ only OMS persons authorized by OMS to work on equipment
9. That OMS will not be held liable for loss or damage, directly or consequential arising from operation or failure of the equipment or its controls, or for material or labor delays, or for obsolescence.

IT IS MUTUALLY AGREED:

1. That this agreement shall remain in full force and effect until terminated by either party on 30 days' notice, in writing.
2. Service will be furnished from May 1, 2023 through April 30th 2028. At that time both parties have a right to terminate the contract or negotiate the next years contract.
3. That this is a complete agreement, and there are not other agreements, warranties, or conditions which are not contained herein.

The foregoing agreement is hereby accepted upon the terms and conditions specified, and signed in duplicate.

BY: _____

NAME & TITLE: _____

DATED: _____

OAK BROOK MECHANICAL SERVICES, INC.

BY: _____

NAME & TITLE: Robert Lukasik Service Manager

DATED: October 31, 2022