

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-117

AN ORDINANCE AUTHORIZING APPROVAL TO AWARD A CONTRACT TO INVERIS TRAINING SOLUTIONS, INC. TO PERFORM THE REPLACEMENT OF THE SHOOTING RANGE BACKSTOP AND PURCHASE/RELOCATION OF BAFFLES AT THE VERNON HILLS POLICE DEPARTMENT, LOCATED AT 754 LAKEVIEW PARKWAY, FOR AN AMOUNT NOT TO EXCEED \$109,270

THE 9<sup>th</sup> DAY OF SEPTEMBER 2021

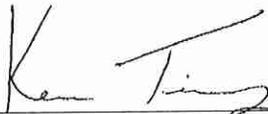
Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 9<sup>th</sup> day of September, 2021



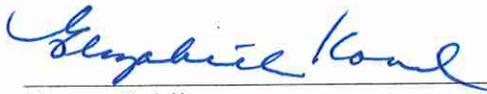
AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2021-117 AN ORDINANCE AUTHORIZING APPROVAL TO AWARD A CONTRACT TO INVERIS TRAINING SOLUTIONS, INC. TO PERFORM THE REPLACEMENT OF THE SHOOTING RANGE BACKSTOP AND PURCHASE/RELOCATION OF BAFFLES AT THE VERNON HILLS POLICE DEPARTMENT, LOCATED AT 754 LAKEVIEW PARKWAY, FOR AN AMOUNT NOT TO EXCEED \$109,270 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM SEPTEMBER 9, 2021 TO SEPTEMBER 19, 2021.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 9<sup>th</sup> DAY OF SEPTEMBER 2021

  
\_\_\_\_\_  
Notary Public



**VILLAGE OF VERNON HILLS  
ORDINANCE 2021-117**

**AN ORDINANCE AUTHORIZING APPROVAL TO AWARD A CONTRACT TO INVERIS TRAINING SOLUTIONS, INC. TO PERFORM THE REPLACEMENT OF THE SHOOTING RANGE BACKSTOP AND PURCHASE/RELOCATION OF BAFFLES AT THE VERNON HILLS POLICE DEPARTMENT, LOCATED AT 754 LAKEVIEW PARKWAY, FOR AN AMOUNT NOT TO EXCEED \$109,270**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village of Vernon Hills maintains several municipal buildings and grounds that require maintenance and repairs as needed; and

**WHEREAS**, staff has found that the shooting range backstop and baffles are in need of replacement and/or refurbishment at the Police Department, located at 754 Lakeview Parkway; and

**WHEREAS**, staff sought four proposals for said work; with InVeris Training Solutions, Inc. submitting the best pricing for an overall amount of \$109,270.

**WHEREAS**, \$100,000 was budgeted within Fiscal Year 2022 account 0209097 550040 for said work; and the remaining overage, including a 10% project contingency, will be absorbed within the existing capital budget due to the delay of other projects; and

**WHEREAS**, consolidated purchases throughout the budget year of over \$25,000 require Board of Trustees approval.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: EXECUTION OF AGREEMENT:** The Village Manager is hereby authorized to execute all required documents for contractual range backstop replacement and purchase/relocation of baffles at the Police Department’s building, located at 754 Lakeview Parkway with InVeris Training Solutions, Inc. for a cost not to exceed \$109,270.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:**

The Finance Director is hereby authorized to make payments to InVeris Training Solutions, Inc. for an amount not to exceed \$109,270.

**SECTION 3: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from its passage and approval.

**SECTION 4: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2021-117.

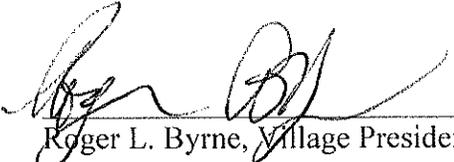
Dated the 9<sup>th</sup> of September 2021

Adopted by roll call votes as follows:

AYES: 6 – Marquardt, Forster, Oppenheim, Koch, Schenk, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 09/09/2021

APPROVED: 09/09/2021

ATTEST: 09/09/2021

  
\_\_\_\_\_  
Kevin Timony, Village Clerk



## AGREEMENT

THIS AGREEMENT, made this 10th day of September, 2021 by and between the VILLAGE OF VERNON HILLS, (hereinafter referred to as the "Village"), and InVeris Training Solutions, Inc., (hereinafter referred to as the "Company"), with regard to certain services in connection with the Shooting Range Backstop Replacement Project (hereinafter referred to as the "Project".)

**NOW THEREFORE, the Village and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:**

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The Company has made a proposal to the Village, dated August 11th, 2021, attached hereto and expressly made a part hereof, in response to the Village's Request for Proposal, dated July 2, 2021, also attached hereto and expressly made part hereof.
3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the Village and the Company.
4. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.
5. The Village does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
6. Not less than the prevailing wages as found by the Illinois Department of Labor shall be paid to laborers, workmen, and mechanics performing work under this Agreement.
7. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the Village a final invoice including a description of the work performed by the Company that is within the scope of the agreed upon work. The Village will pay the Company for the performance of the Agreement as follows:
  - A. The total Agreement payment shall not exceed \$ 109,265.60 .
  - B. Additions or deductions to the approved total amount for services shall be authorized in writing by the Village. Any out of scope work must be authorized in writing by the Village. Any work performed without written approval from the Village shall be solely at the expense of the Company.
8. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the Village during the performance of the services.

9. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village as an additional insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the Village. All insurance will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail.

The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the Village, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract.

**Special Requirement:** If the Company is an architectural or engineering firm, said Company shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Village of said coverage.

10. The Company will provide the services as required herein in accordance with the Project Schedule.
11. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the Village.
12. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
13. The Village and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the Village nor the Company shall assign, subcontract, or transfer their interest in this Agreement without consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and Company.

The Company may subcontract portions of the work upon written approval from the Village. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the Village. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail in the proposal submitted by the Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent of the Village. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

14. The Company shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and

shall defend, indemnify, and hold harmless the Village of Vernon Hills, including its elected or appointed officials, employees, and agents, against any claims loss, damage, injury liability, and court costs and attorneys' fees or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, including any claims made by employees of the Proposer or any of their subcontractors, arising or alleged to have arisen out of work described herein. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Proposer, or otherwise. The Company shall assume all restitution and repair costs arising out of an error, omission, and/or negligence.

15. The Village agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.
16. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the Village for the express use of the Village. The Company does have the right to retain original documents, but shall cause to be delivered to the Village such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the Village unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the Village without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the Village upon request.
17. The Village reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
18. The Village may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The Village will pay for costs associated with suspension provided they are deemed reasonable by the Village.
19. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar days written notice to the Company. The Village further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, fires, or floods.

Should the Company fail to perform their Agreement to the satisfaction of the Village, the Village may, at its election, declare such contract terminated and at an end, reserving the right to maintain an action to recover damages arising due to breach of contract. Said election shall be made by a written notice to be sent by mail or served personally on the Company's office within ten (10) days from the date of default.

Upon termination, the Company shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the Village. Cost

of termination incurred by the Company before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Company a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice, the Company shall stop all work until said Agreement is reached.

- 20. The Village agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.
- 21. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the Village's Contractors, if any.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.**

**COMPANY**

**VILLAGE OF VERNON HILLS**

A municipal corporation

InVeris Training Solutions, Inc.

Company Name

Amy Krebsbach

Signature

Sr. Commercial Specialist

Title

9/14/2021

Date

K. Finis

Village Manager Signature

9/23/2021

Date