



City of Joliet

Public Assets Committee

Meeting Agenda - Final

Committee Members
Councilwoman Suzanna Ibarra, Chairperson
Councilman Joe Clement
Councilman Juan Moreno

Wednesday, April 15, 2026

3:30 PM

City Hall, Executive Conference
Room

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL

APPROVAL OF MINUTES

2.25.26 Meeting Minutes

[TMP-9739](#)

Attachments: [2588 M Public Assets Committee 26-02-25 Meeting Minutes.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

AGENDA ITEMS

Recommendation to Award Contracts for Grass Cutting on Vacant City Lots to Summit Lawncare in the amount of \$38,970 and to Culpepper Lawnworks in the amount of \$17,535

[TMP-9735](#)

Recommendation to Approve the Professional Services, Purchase, [TMP-9749](#)
and Installation of the Joliet Slammers Fire Suppression Pipe
Replacement to AMS Industries, Inc. in the amount of \$186,770.00

Attachments: [Scanned from a Xerox Multifunction Printer \(00C\) Redacted.pdf](#)

Slammers Update [TMP-9752](#)

Museum Update [TMP-9753](#)

NEW OR OLD BUSINESS - NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENT

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9739

Agenda Date:4/15/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Wednesday, February 25, 2026

5:00 PM

Executive Conference Room

Public Assets Committee

Committee Members

Councilwoman Suzanna Ibarra, Chairperson

Councilman Joe Clement

Councilman Juan Moreno

ROLL CALL

Council Member Moreno Arrived Late.

Also Present: Facilities Management Director Blaine Kline and Legal Assistant Katy Fyksen.

Present Councilwoman Suzanna Ibarra, Councilman Joe Clement and Councilman Juan Moreno

APPROVAL OF MINUTES

Meeting Minutes Public Assets Committee 12/15/2025

[TMP-9538](#)

Attachments: [2501 M Public Assets Committee 25-12-15 Meeting Minutes.pdf](#)

A motion was made by Councilman Joe Clement, seconded by Councilwoman Suzanna Ibarra, to approve Meeting Minutes Public Assets Committee 12/15/2025. The motion carried by the following vote:

Aye: Councilwoman Ibarra and Councilman Clement

Absent: Councilman Moreno

CITIZENS TO BE HEARD ON AGENDA ITEMS

NONE

AGENDA ITEMS

Recommendation to Award Payment for the Joliet Slammers Stadium Structural Steel Painting to Cosgrove Construction Inc. in the amount of \$409,660.00

[TMP-9508](#)

Attachments: [Slammers Stadium Steel Painting Redacted.pdf](#)

Blaine Kline Facility director spoke about how the steel of the stadium is the most important part of the stadium and this is part a 4 year capitol improvement plan this is year 3/4 and we are undertaking the largest part the main concourse of the stadium for painting. This is important for the durability of the steel.

A motion was made by Councilman Juan Moreno, seconded by Councilman Joe Clement, to approve Recommendation to Award Payment for the Joliet Slammers Stadium Structural Steel Painting to Cosgrove Construction Inc. in the amount of \$409,660.00 . The motion carried by the following vote:

Aye: Councilwoman Ibarra, Councilman Clement and Councilman Moreno

Recommendation to Approve Amendment to Contract for Security Services to Universal Protection Services LP DBA Allied Universal Security Services in the amount of \$80,516.37.

[TMP-9509](#)

Attachments: [COJ City Hall 3 1 2026.docx](#)

Mr. Kline discussed the four year city services contract that was approved in February 2023 for the transportation campus, at the request of the EMA director and city manager there is now a security officer at city hall, we need an extension to that contract to the end of 2026.

Councilman Clement asked about where the other security officers were stationed, he knows this is for the one at city hall.

Mr. Kline answered they are at the transportation campus at the train station and the bus station and the one at city hall.

Councilman Clement stated he would not support this because he says there are police officers that could be handle this.

Councilman Moreno, wants to know why we do not just use a JPD officer.

Mr. Kline answered than JPD does not have the staffing to fill a position at city hall and they may get calls for downtown that they may have to address downtown and this position is for someone specifically for city hall.

Councilman Moreno also asked about the security officers at the transportation campus.

Mr. Kline answered Councilman Moreno's questions about those security officers.

Councilwoman Ibarra stated it does help a lot to have security at the front desk in helping with residents.

There was further discussion about the security officer at city hall.

Failed for Lack of Mover.

Slammers Update

[TMP-9539](#)

Night Train Veeck from the Joliet Slammers. Mr. Veeck thanked Blaine and Brent for all the off season improvements at Slammers Stadium. He spoke about upcoming events, St. Francis , community appearances and that the slammers have made the largest number of community donations in club history, planning for ISHA has begun, early ticket sales are good with and more new partners. There will be 51 games this season, 18 teams in the frontier league. Mr. Veeck then talked about he Big House game in collaboration with the museum, over 2,500 ticket requests so far for the initial outreach.

After the Museum update Night Train also offered his condolences for the passing of Devon Elliot.

Joliet Area Historical Museum Update

[TMP-9540](#)

Greg Peerbolte thanked Night Train and his crew. Mr. Peerbolte announced the grants received for the big house baseball game. The opening weekend is

approaching and there is a lot of interest. He extended his sympathies for the passing of Devon Elliot, who worked on all the electrical projects for the museum throughout the years. He gave some updates on the new exhibits at the museum and ready to showcase the city. He thanked Blaine and Brent for all their help and hard work.

NEW OR OLD BUSINESS - NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENT

None

ADJOURNMENT

A motion was made by Councilman Clement, seconded by Councilman Moreno, to adjourn.. The motion carried by the following vote:

Aye: Councilwoman Ibarra, Councilman Clement and Councilman Moreno

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City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9735

Agenda Date: 4/15/2026

TO: Public Assets Committee

FROM: Stephanie Brooks, Property Maintenance Coordinator

SUBJECT:

Recommendation to Award Contracts for Grass Cutting on Vacant City Lots to Summit Lawncare in the amount of \$38,970 and to Culpepper Lawnworks in the amount of \$17,535

BACKGROUND:

The City owns a number of vacant lots that were acquired over time through various means, including prior administrative purchases and other property transfers. These parcels contain no structures and require ongoing maintenance to ensure they remain in compliance with City ordinances and community standards. For many years, the City has contracted with external vendors to provide routine grass cutting and general lot maintenance services.

CONCLUSION:

It is recommended that the Committee approve and forward to City Council a recommendation to award contracts for grass cutting services on vacant City-owned lots under Contract NS-CO-LM 2024 to the responsible lowest bidders, with the option for two annual renewals (2025 and 2026). Staff recommends approval of the 2026 renewal with Culpepper Lawnworks in the amount of \$17,535 (Bundles A and B) and Summit Lawncare in the amount of \$38,970 (Bundle C, D and E). Funding for these services will be charged to Neighborhood Services (ORG 02025000, Object 524200) in the total amount of \$56,505

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the grass cutting contracts for the vacant City lots in the amount of \$56,505.



Memo

File #: TMP-9749

Agenda Date:4/15/2026

TO: Public Assets Committee

FROM: Blaine Kline, Facilities Management Director

SUBJECT:

Recommendation to Approve the Professional Services, Purchase, and Installation of the Joliet Slammers Fire Suppression Pipe Replacement to AMS Industries, Inc. in the amount of \$186,770.00.

BACKGROUND:

Joliet Slammers Stadium was built in 2002 and hosts baseball games for the Slammers, University of St. Francis, IHSA State Finals, and local youth tournaments. As part of a three-year capital improvement plan we are continuing replacing the fire suppression system throughout the stadium. Because of the age of the system many leaks have formed that have resulted in emergency repairs, rendering parts of the system inadequate. This round of replacement will occur at the concourse level.

CONCLUSION:

The City of Joliet is seeking approval of purchase and installation for the Joliet Slammers Stadium Fire Suppression Pipe Replacement. Staff contacted three contractors to obtain quotes for the scope of work, three returned proposals. Staff is recommending the purchase be approved and awarded to AMS Industries, Inc in the amount of \$186,770.00. Original projected estimates were \$250,000.00. 2026 Capital Improvement Funds provide funding for this fire suppression pipe replacement project (Org 30020010, Obj 557300, \$186,770.00).

<u>Company</u>	<u>Proposal Amount</u>
AMS Industries Inc.	\$186,770.00
Affordable Fire Protection	\$205,375.00
Metropolitan Fire Protection, Inc.	\$213,171.00

Section 2-438 of the City of Joliet Code of Ordinances states that purchases over twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications under certain circumstances. Two (2) of these circumstances apply:

- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council.
- (g) Purchases of professional services.

Funds will be charged to Capital Improvements Fund (Org 30020010, Object 557300), \$186,770.00

RECOMMENDATION: Based on the above, it is recommended that the Mayor and City Council approve the Joliet Slammers Stadium Fire Suppression Pipe Replacement to AMS Industries Inc. in the amount of \$186,770.00.



Proposal

February 19, 2026

Blaine Kline, Facilities Management Director
City of Joliet
150 W Jefferson St. | Joliet, IL 60432
bkline@joliet.gov | [REDACTED]

Re: Joliet Stammers Stadium Concourse Pipe Replacements

Dear Blaine,
AMS Industries, Inc. is pleased to present this proposal for your building as described below:

- Labor and material to replace all main piping on the concourse level (West and South).
 - West Concourse Price: \$92,850.00 (Lift Rental Included)
 - South Concourse Price: \$93,920.00 (Lift Rental Included)

TOTAL PRICE: **\$186,770.00**

STANDARD EXCLUSIONS & QUALIFICATIONS

1. All work to be completed during normal working hours 7:00 am – 3:30 pm Monday - Friday, excluding holidays unless otherwise indicated.
2. Adequate access and entry into site and work area(s) is required.
3. Work found necessary other than what is outlined/approved within this proposal including not in scope code violations, will be completed on a time and material or quoted basis and invoiced accordingly.
4. AMS Industries, Inc. reserves the right to invoice for materials ordered but not installed due to installation or repair delays which are a result of customer scheduling, access to equipment, delays created by other trades not under contract with AMS or overall project delays which fall outside of control of AMS Mechanical Systems, Inc.
5. Excluded unless otherwise indicated:
 - a. Permits permit drawings, engineered drawings, engineering fees, MBE/WBE/DBE participation, OCIP/special insurance requirements, and financial responsibility for liquidated damages
 - b. Asbestos/mold remediation/abatement or testing of any kind
 - c. Insulation/fire stopping repair or replacement
 - d. Finish restoration/repair of any kind
 - e. Water clean-up other than that caused directly by AMS work activities
 - f. Dumpsters
 - g. Security while working within occupied spaces
 - h. Protection of furniture, equipment, vehicles, etc.
6. AMS shall not be responsible for existing plumbing system leaks, water damage caused by existing system leaks, rust, clogged aerators, removal of sediment, non-operating control valves, etc. unless otherwise indicated.
7. Warranty terms:
 - a. New system, device or fixture installation shall be provided with a one year warranty, AMS warranty conditions shall apply
 - b. Piping repairs shall be provided with a 90-day workmanship warranty



Proposal

- 8. Current applicable sales tax has been included, unless otherwise indicated. Prices are subject to change due to increases in taxes or import fees imposed by any governmental entity.
 - a. If project or site is indicated to be tax exempt, customer or organization is responsible for providing tax exempt certificate when work is released.
 - i. Tax exemption projects are not tariff exempt. Customer or organization is responsible for providing all required documentation for tariff exemptions or exclusions issued by the Office of the U.S. Trade Representative or the U.S. Department of Commerce. All freight and shipping to site has been included.
- 9. This proposal shall remain valid for 30 days.
- 10. Payment terms are net 30 days invoiced at 50% at time of equipment purchase and 50% at time of completion.
- 11. Credit card payment for invoices greater than \$2,000 shall be subject to a 3.5% fee.

AMS Industries, Inc. does not assume any liability for a system failure to operate as such failures may be due to causes beyond our control, such as malicious tampering, accidents, failure to perform required modifications/ maintenance, or failure to provide minimum 40 degrees for all wet pipe system areas per NFPA 13.

The sprinkler system and all components have been restored to full operational condition following testing and henceforth the owner is responsible for future care and maintenance providing the required frequency of testing and maintaining system records per NFPA 25.

We look forward to discussing this proposal with you in further detail at your convenience.

Respectfully submitted,
AMS INDUSTRIES, INC.



Michelle Conforti
General Manager – Life Safety Services Group

AUTHORIZATION TO PROCEED

Authorized Signature

Date

Printed Name & Title

Purchase Order #

If you wish to proceed with this proposed work, please sign above and return via email by scanning the signed document and sending to my attention at mconforti@ams-pmt.com.



**Metropolitan
Fire Protection, Inc.**

175 Gordon Street
Elk Grove Village
Illinois, 60007
www.metrofp.com
P 847.758.9820
F 847.758.9822



February 23, 2026

Mr. Blaine Kline
City of Joliet
150 W. Jefferson
Joliet, Illinois 60432

Re: Joliet Slammers Stadium – Sprinkler Pipe Replacement Project

Dear Mr. Kline,

We are pleased to submit the following proposal to complete fire protection work at the above-referenced project.

Scope of Work: Replace all main sprinkler piping with new piping on the South and West levels of the Concourse.

Total Price: \$213,171.00

- West Level: \$104,988.00
- East Level: \$108,183.00

Prices include:

- Pipe, fittings, and hangers in accordance with NFPA-13
- Hydrostatic testing upon completion
- Normal shift hours
- Union labor

Prices exclude:

- Permit fees
- Fire extinguishers or cabinets
- Electrical alarm work or wiring of any type
- Painting of pipe
- Sales tax
- Overtime or shift work
- Drawings

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Metropolitan Fire Protection, Inc.



AFFORDABLE FIRE PROTECTION INC.

4920 S. Central Avenue, Suite 12 Chicago, IL 60638

Phone: 708-929-4060

www.affordablefire.net

LETTER OF PROPOSAL

February 12, 2026

Blaine Kline

City of Joliet

bkline@joliet.gov / [REDACTED]

Re: Fire Protection Work 1 Mayor Art Schultz Dr Joliet Duly Health and Care Field

Dear Blaine,

Affordable Fire Protection, Inc. provides the following labor and material at the above location to the scope of work described below.

- Replace existing 3" main pipe in west and south concourse areas.
- Reconnect to existing sprinkler line pipe.

Qualifications:

- Any CAD discs will be supplied to Affordable Fire Protection Inc. at no charge.
- Our work to start inside the building at: 1 Mayor Art Schultz Dr, Joliet, IL 60432.
- Underground flushing certificate must be supplied to Affordable Fire Protection, Inc. prior to connection to water service at no charge.
- An unobstructed floor and work area must be provided.
- It is assumed that onsite parking will be provided.
- All required reporting on the Compliance Engines will be completed once all invoices are paid in full.
- Upon acceptance of the contract/proposal a 10% deposit will be required prior to start of contract.
- This price is valid for 7 days from date issued. Due to the volatility of material pricing.

Base Bid: \$205,375

Notes:

- Bid assumes existing sprinkler system and water supply is sufficient. Bid does not include further alterations to existing sprinkler system.

Items NOT included in our proposal:

- Bonds, Certified payroll, G702 & G703, outside consulting fees.
- PE stamped drawings, design or drawings, hydraulic calculations.
- Any painting or signage of piping or protection from painting.
- Any alarm or electrical wiring of any kind.
- Setting of sleeves.
- Concrete pads for pumps.
- Fire stopping.
- Cutting or patching of walls or ceilings.
- Temporary electrical power to operate tools and machines.
- Centering sprinklers in ceiling tiles.

- Hydrostatic test (if requested, please add \$685.00).
- Flow test (if requested or current one (within 4 months) cannot be provided, please add \$685.00).
- Lift rental.
- Labor or material to repair any leaks on any pipe not installed by Affordable Fire Protection, Inc, or its subcontractors.
- Overtime/off hour labor.
- Any city, town, or village compliance/review/drain down/parking fees or permits.
- Raising or relocating any main or branch-line piping.
- Any upgrades to system not described above.
- Transfer switch for any pumps.
- Cabinets or fire extinguishers.
- Man door valves.
- Beam protection sprinklers.
- Hose racks or hose valves.
- Pump glands, gland bolts, or nuts.
- Backflow certification. (if requested, please add \$150.00 per device)
- Any City required FDC locking caps.
- More than (1) hour labor for new backflow certification. If we find that debris from underground supply has clogged new backflow preventer, we will add \$650.00 to base bid to dis-assemble and clean.
- If we are providing you with a cross the line controller, please verify with your electrician if your electrical service requires an upgraded fire pump controller, such as Wye Delta or Soft Start. If an upgrade is needed, there will be an additional cost.

This price is valid for 7 days from date issued. Due to the volatility of material pricing.

Payment Terms: Signing this Proposal creates a contract. Full payment is expected within 30 days of billing for work completed. A service fee of 5.5% per month will be applied for late payments. **TERMS AND CONDITIONS OF CONTRACT APPEAR ON THE NEXT PAGE, WHICH ARE PART OF THIS AGREEMENT.**

Approved By: _____

Respectfully Submitted By:

Print Name: _____



Design Estimator

Date: _____

Affordable Fire Protection Inc.

TERMS AND CONDITIONS:

- Price.** The price for work to be performed under this agreement on a time and material basis shall be based upon the prevailing Affordable Fire Protection, Inc. prices for material, labor and related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is executed on a "price not to exceed" basis, the price to the customer shall be lesser of: 1) the limit price quoted, or 2) the actual cumulative billing based on the aforementioned prevailing prices. Any change in the Scope of Work may require an increase in the price. Affordable Fire Protection, Inc. may raise the price in event of a change in regulations or other change in conditions or requirements that materially changes the Scope of Work, including sudden extraordinary raises in costs, including materials and labor costs.
- Payment Terms.** Customer shall pay Affordable Fire Protection, Inc. as specified in section 1 above, but in no event later than thirty (30) days from the date of the invoice(s) for the Work. Customer shall pay a late fee of five and one half percent (5 1/2%) per month for any past due invoices. If more than one invoice is issued, the Payment Terms apply to each invoice. If Affordable Fire Protection, Inc. is subsequently requested by the Customer to perform additional work beyond the Work set out in the above scope of work, the Payment Terms shall apply equally to the additional work. Customer shall pay all taxes, permits and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. payment shall constitute acceptance of all the terms and conditions of this Agreement.
- Return payment cost.** Customer shall pay Affordable Fire Protection Inc. as specified any and all bank charges that are incurred and a \$200.00 fee for each returned or dishonored payment.
- Additional Work.** Additional work performed for the Customer by Affordable Fire Protection, Inc. (beyond the work set out in the above scope of work section) will be included in subsequent invoices and shall be governed by and subject to all of the terms and conditions of this Agreement.
- Amendment/ Modifications.** The terms of Customer's purchase order shall not serve to modify this Agreement. This Agreement may be modified or amended only by a written instrument signed by duly authorized representatives of each party, specifically referring to this Agreement. No term of any amendment shall be implied to change any limitation on liability or indemnity provision of this Agreement.

- F. **Liability Limitation/ Indemnity.** Customer agrees that Affordable Fire Protection, Inc.'s liability for property damage, personal injury, or death, whether arising in contract, tort, strict liability or otherwise, shall not exceed the agreement price set out above (as increased by the price for any additional work) or, where the time and material term is selected above, customer's time and materials payments to Affordable Fire Protection, Inc. Customer further agrees that Affordable Fire Protection, Inc. shall not be liable for any special, indirect, incidental or consequential damages or any economic loss damages of any kind and that Customer shall indemnify and hold Affordable Fire Protection, Inc. harmless from any and all third party claims relating to the Customer's negligence or misconduct, including Customer's failure to maintain the systems or to keep the system in operative condition or relating to Affordable Fire Protection Inc.'s performance or failure to perform under this agreement.
- G. **Equipment On Site.** Where Affordable Fire Protection, Inc. may leave/ store materials or equipment on site for convenience of performing the Work, Customer hereby grants Affordable Fire Protection, Inc. a security interest in the materials and equipment, which may include pipes, clamps, sprinkler heads, other materials, and generators, power tools, hand tools, or other tools and equipment, and Customer authorizes Affordable Fire Protection, Inc. to file a financing statement or other documents in connection therewith in order for Affordable Fire Protection, Inc. to perfect its security interest. Customer shall provide appropriate safe and secure storage for such materials and equipment and shall not interfere with Affordable Fire Protection Inc.'s markings designed to show ownership on such materials and/ or equipment. Customer hereby grants permission to Affordable Fire Protection Inc. to upon the work site and access to all materials and equipment.
- H. **Mechanics Liens.** Customer acknowledges that Affordable Fire Protection, Inc. shall acquire a Mechanics Lien on the premises of the project and Customer shall cooperate in good faith with Affordable Fire Protection, Inc. Upon request, Customer shall provide Affordable Fire Protection, Inc. with the project's common address, the property identification number (PIN), the project owner's identity, any information regarding lenders on the premises, and any other reasonable or legally required information requested by Affordable Fire Protection, Inc. for the purpose of perfecting a mechanics lien.
- I. **Solicitation.** Customer shall not engage in any direct or indirect solicitation of any Affordable Fire Protection, Inc. employee (attempting to influence the Affordable Fire Protection, Inc. employee to leave Affordable Fire Protection, Inc.'s employment) during the time of the performance of the Agreement and for a period of two years thereafter.
- J. **Audit Right.** Should Customer be in default of its payment obligations, Customer shall provide Affordable Fire Protection, Inc. or its representative access to all of Customer's financial records, including, but not limited to, its Income Statement, Balance Sheet and General Ledger so that Affordable Fire Protection, Inc. can verify Customer's financial position and make prompt appropriate decisions.
- K. **Injunctive Relief.** Customer agrees that the nature of any breach of the provisions in sections G, H, and I relating to mechanics liens, solicitation, and audit right is difficult to measure and agrees that injunctive relief is appropriate. Customer shall pay Affordable Fire Protection Inc.'s costs and attorney fees should Affordable Fire Protection, Inc. prevail in an action pursuant to paragraphs G and or H relating to mechanics liens and solicitation.
- L. **Working Conditions.** Customer shall provide a safe working environment for Affordable Fire Protection, Inc. to perform the Work free from debris and hazards, including compliance with all federal, state, and local regulations, including, but not limited to OSHA regulations. Customer shall provide utilities necessary to perform the Work.
- M. **Termination.** Affordable Fire Protection, Inc. may cease performance and/ or terminate this Agreement upon: (1) Customer's failure to perform or meet any material obligation under this Agreement, including failing to pay as agreed, and/ or 2) Customer becoming insolvent or filing for bankruptcy or similar proceeding. Affordable Fire Protection, Inc. may charge Customer a termination fee equal to its costs plus 25% of the contract price should Customer cancel the contract after Affordable Fire Protection, Inc. has incurred any costs in preparing to perform including but not limited to ordering materials and contracting labor.
- N. **Force Majeure.** Affordable Fire Protection, Inc. shall not be liable for any delay or failure to perform to the extent such is due, in whole or in part, to any occurrence(s) beyond Affordable Fire Protection Inc.'s reasonable control, including, but not limited to: acts of God; compliance with any order or request of any governmental authority; act of war, rebellion, or sabotage; fire; flood; release of hazardous toxic substances; explosions; accidents; riots; strikes or other concerted acts of workmen.
- O. **Intellectual Property/ Employees/ Subcontractors.** Customer acknowledges that Affordable Fire Protection Inc.'s employees or subcontractors are not employees of Customer. Customer acknowledges that it has no legal interest in, and that Affordable Fire Protection, Inc. maintains all ownership rights in, technical information, inventions, discoveries and improvements, patentable or unpatentable, and any copyrightable material conceived by Affordable Fire Protection, Inc. employees, independent contractors, or subcontractors.
- P. **Use of Customer Name.** Customer hereby authorizes Affordable Fire Protection, Inc. to use Customer's name in any reasonable manner, including in writing on paper or electronic form (web-based) to advertise Affordable Fire Protection Inc.'s services and accomplishments.
- Q. **Assignment.** Neither party may assign this Contract without the other party's prior written consent.
- R. **Entire Agreement/ Counterparts.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings with respect thereto. Customer acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representation not contained in this Agreement. This Agreement may be executed in counterparts.
- S. **Governing Law/ Venue/ Mediation.** This Agreement shall be governed by the laws of the state of Illinois. Any dispute arising from the subject matter of this Agreement shall be submitted to mediation. Each party shall submit to the other a list of three proposed available mediators. Each party shall strike a name from the combined list of mediators, with Affordable Fire Protection, Inc. starting. The last mediator remaining on the list shall mediate the dispute. If the dispute is not resolved in mediation after both sides have acted in good-faith, then the dispute may be taken to court. Any legal action to enforce any rights shall be brought in the Circuit Court of Cook County, Illinois.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9752

Agenda Date:4/15/2026



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9753

Agenda Date:4/15/2026
