



**Project Manual  
Bid Packet and Specifications  
February 29, 2024**

**HVACR Services – Ice Refrigeration Equipment: Northbrook Sports Center  
Bid #2265**

**PROJECT LOCATION**

Northbrook Sports Center – 1730 Pfingsten Road  
Northbrook, IL 60062

**Bid Submission Deadline:**  
March 21, 2024 at 1:45pm

**Bid Opening:**  
March 21, 2024 at 2:00pm  
Northbrook Park District  
545 Academy Drive  
Northbrook, IL 60062

**Pre-Bid Meeting**  
March 12, 2024 @ 9:00am  
1730 Pfingsten Road  
Northbrook, IL 60062

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### **ADVERTISEMENT TO BID**

The NORTHBROOK PARK DISTRICT does hereby invite sealed bids for **HVACR Services – Ice Refrigeration Equipment: Northbrook Sports Center, Bid #2265.**

Sealed bids will be received until **March 21, 2024 at 1:45pm** by mail or delivered by hand to the **Bid Officer, Northbrook Park District, 545 Academy Drive, Northbrook, Illinois 60062.** Immediately thereafter, the bids will be opened and publicly read aloud on **March 21, 2024 at 2:00pm** in the Northbrook Park District's Conference Room at 545 Academy Drive, Northbrook, Illinois 60062. Each bid must be placed in an opaque, sealed envelope and must be clearly marked **Bid Officer-Northbrook Park District, HVACR Services – Ice Refrigeration Equipment: Northbrook Sports Center, Bid #2265.**

The Northbrook Park District ("Owner" or "Park District") reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall only be used by the successful Bidder for the Work of this Project. After the bid opening, no bid may be withdrawn, and all bids shall remain firm for sixty (60) days.

The Work of this Project is subject to the *Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Cook County. The Contract entered into for the Work will be drawn in compliance with said law, and proposals should be prepared accordingly and provide for payment of all laborers, workmen and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker or mechanic.

The Contractor(s) selected also will be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

All bids must be accompanied by cashier's check or bid bond payable to the order of the Northbrook Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

Those desiring to bid may obtain bidding information during normal business hours of 9am-5pm from **Kris Scharp** at 545 Academy Drive, Northbrook, Illinois 60062, by email: [kscharp@nbparks.org](mailto:kscharp@nbparks.org) or phone: **847-897-6114.** Project manuals are available at no charge at 545 Academy Drive or through our website at [nbparks.org](http://nbparks.org). The Northbrook Park District encourages minority business firms to submit bids.

There will be a pre-bid meeting on **March 12, 2024 at 9:00am** at 1730 Pfingsten Road, Northbrook, Illinois. Any potential bidder for this project is encouraged to attend.

Northbrook Park District  
Wendy Peterson, Purchasing

**Dated: February 29, 2024**

**To appear in Daily Herald on February 29, 2024**

## INVITATION TO BID

**Date: February 29, 2024**

**Re: HVACR Services – Ice Refrigeration Equipment: Northbrook Sports Center, Bid #2265**

Dear Bidder:

Sealed bids for **HVACR Services – Ice Refrigeration Equipment: Northbrook Sports Center, Bid #2265** will be received by the Northbrook Park District. Each bid must be placed in an opaque, sealed envelope and clearly marked **Bid Officer-Northbrook Park District, HVACR Services – Ice Refrigeration Equipment: Northbrook Sports Center, Bid #2265**. The envelope shall be addressed and delivered to the **Bid Officer-Northbrook Park District, 545 Academy Drive, Northbrook, Illinois 60062**. Bids will be received until **March 21, 2024 at 1:45pm**, and immediately thereafter, the bids will be publicly opened and read aloud on **March 21, 2024 at 2:00pm** at 545 Academy Drive, Northbrook, Illinois. Bids submitted after the closing time will be rejected. No responsibility shall be attached to any person for premature opening of a bid not properly identified. Bid results will typically be available on our website at [nbparks.org](http://nbparks.org), under Bids & RFPs, within 5-7 business days.

The Northbrook Park District (“Owner” or “Park District”) reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder’s responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District’s tax exemption number shall be used only by the successful Bidder for the Work of this Project. After the bid opening, no bid may be withdrawn, and all bids shall remain firm for sixty (60) days.

The Work of this Project is subject to the *Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Cook County. The Contract entered into for the Work will be drawn in compliance with said law, and proposals should be prepared accordingly and provide for payment of all laborers, workmen and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker or mechanic.

The Contractor(s) selected also will be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

All bids must be accompanied by a cashier’s check or bid bond, payable to the order of the Northbrook Park District for ten percent (10%) of the amount of the bid, as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

There will be a pre-bid meeting on **March 12, 2024 @ 9:00am** at 1730 Pfingsten Road, Northbrook Sports Center. Any potential bidder for this project is encouraged to attend.

## **INSTRUCTIONS TO BIDDERS**

**Date: February 29, 2024**

**Bid Request: HVACR Services – Ice Refrigeration Equipment: Northbrook Sports Center**

**Bid Number: 2265**

Sealed bids will be accepted until **March 21, 2024 at 1:45pm** and immediately thereafter publicly opened and read aloud on **March 21, 2024 at 2:00pm**. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids, regardless of when postmarked. All Bidders are welcome to attend the bid opening. Bid results will typically be available on our website at [nbparks.org](http://nbparks.org), under Bids & RFPs, within 5-7 business days after bid opening.

### **I. Preparation and Submission of Bid Proposal**

- a. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered**. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials, including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services necessary for the proper completion of the Work, except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District upon request of the Bidder.
- b. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
- c. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid**. The certification of the successful Bidder shall become a part of the Contract with the Park District.
- d. The Bidder shall submit his prices on the attached Contractor Bid Form. The Bid Form shall be executed properly, and all writing, including all signatures, shall be with blue or black ink. **Failure to use the Bid Form provided could result in rejection of the bid**.
- e. The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

### **II. Requirement of Bidders**

- a. Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project, and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.
- b. The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder. **See the REQUIRED BIDDER INFORMATION form.**
  - i. On a separate sheet, list all preventative maintenance and service repair projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.
  - ii. On a separate sheet, list all preventative maintenance and service repair projects your organization has completed in the past two years that are comparable in scope, giving the name of the project, project description, project address, owner and telephone number. Also provide the original contract amount, the final contract amount, the substantial and final completion dates provided for in the contract, and the actual dates of substantial and final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of substantial and/or final completion differ from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.
  - iii. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and – if no longer pending – the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action, and the current status or disposition of the proceeding/action.
  - iv. On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.
  - v. On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If it is a preventative maintenance and service repair contract, also provide the name, address and

telephone number of the architect and, if applicable, the construction manager or owner's representative.

- vi. Other required submittals include: Bid Proposal, Contractor's Compliance and Certification Attachment/Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

### **III. Examination of Site, Drawings and Specifications**

- a. Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with existing conditions and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents, including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and the Architect and written clarification requested prior to submission of a bid.
- b. The failure or omission of any Bidder to obtain, receive or examine any form, instrument or information, to visit the Project site(s) and become knowledgeable with respect to conditions existing there, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications, and where the Bid Documents indicate in any part of the Work that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

### **IV. Acceptance or Rejection of Bids**

- a. The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder, as determined by and in the sole discretion of the Park District.
- b. The Owner reserves the right to: (1) reject all bids; (2) reject only certain bids that are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

- c. In the event of a rejection of a portion, part or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Northbrook Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities and to disregard any informality on the bids and bidding when, in its opinion, the best interest of the Park District will be served by such actions and in accordance with applicable law.

## V. Surety

- a. All bids must be accompanied by a bid bond or bank cashier's check, payable to the Northbrook Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.
- b. The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Northbrook Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond, and a certificate of insurance naming the Northbrook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.
- c. Prior to beginning Work, the successful Bidder shall furnish a **Performance Bond and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum**, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the state of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the *Best Insurance Guide*. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work for a period of one (1) year after Final Completion. The cost of each bond shall be included in the Contract Sum. The Bidder and all subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the *Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq.*, and any further amendments thereto. Bidder shall include in his Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the *Prevailing Wage Act* as required in these Bid Documents.
- d. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder or re-advertise for bids. In the event of a default, the Owner need not return the defaulting



Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the Bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

**VI. Withdrawal of Bid**

- a. Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

**VII. Award, Acceptance and Contract**

- a. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.
- b. Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.
- c. The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.
- d. The Invitation to Bid, Instructions to Bidders, General Information, Drawings, if any, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the HVAC Services Agreement, included in these Bid Documents, Performance Bond and Labor and Material Payment Bond and proof of insurance comprise the Contract Documents.

## **VIII. Interpretation of the Contract Documents**

- a. The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the Work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the Specifications or to reject as not being an equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days (Match 18, 2021 at 5:00pm) prior to opening of bids to the Park District and the Architect, if applicable. Address all communications to Kris Scharp at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

## **IX. Addenda**

- a. Any interpretation, correction or addition to the Bid Documents will be made by written Addendum and will be delivered by mail, email or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.
- b. It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.
- c. In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor and services necessary for the completion of the Work in accordance with the Bid Documents.

**X. Substitutions during Bidding**

- a. Unless otherwise indicated, brand names in the Specifications are used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal or superior in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days (March 16, 2021 at 5:00pm) prior to the bid opening and mark the item as “or approved equal.”
- b. Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.
- c. The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. The Park District’s approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.
- d. Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or of better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

**XI. Bid Proposal Sum**

- a. Bidders shall include the following costs as part of their bid proposal:
  - i. The cost of materials, labor and equipment, either specified or necessary for the implementation of the Work as described in the Scope of Services and Schedule B. Subcontracted labor, equipment or materials should be clearly identified.
  - ii. The cost of any material and/or labor which is not specifically described, but which is necessary to complete the Contract, including Project administration costs.
  - iii. The cost of a full-time qualified project manager for the duration of the Contract.
  - iv. The cost of transportation, insurances, bonds, warranties, permits and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

**XII. Partial Bids**

- a. Bids for only part of the Work may be considered. Such bids must cover all Work described in that section of the Specifications, including completion date.

**XIII. Contract**

- a. The accepted Bidder is required to enter into a written contract with the Northbrook Park District, substantially in the same form included in these Bid Documents. For purposes of this Project Manual, the Contract is also referred to as the "Agreement."

**XIV. Tax Exemption**

- a. The Northbrook Park District is not subject to federal excise or Illinois retailer's occupation tax. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall be used only by the successful Bidder for the Work of this Project.

**XV. Postponement of Date for Opening Bids**

- a. The Northbrook Park District reserves the right to postpone the date of presentation and opening of bids and will give written notice of any such postponement to each interested party.

**XVI. Term of Contract**

- a. The term of the Contract will be for a one-year period. The term of the Contract may be extended for two additional one-year periods if approved by the District.
- b. Initial Term is June 1, 2024 to May 31, 2025
- c. Additional term year two is June 1, 2025 to May 31, 2026 and year three is June 1, 2026 to May 31, 2027.

**END OF SECTION**

### **BIDDERS CHECKLIST**

Please make sure you have all of these items completed before submitting your SEALED bid.

- ☐ Completed Bid Form
- ☐ Signed Addenda
- ☐ Site Examination
- ☐ Bid Bond – 10%
- ☐ Subcontractors and Suppliers List Form
- ☐ Contractor Compliance and Certifications Attachment Form
- ☐ Affidavit of Experience Form
- ☐ Required Bidder Information Form
- ☐ Substance Abuse Prevention Program Certification
- ☐ Bid Submittals

- Each bid must be placed in an opaque, sealed envelope and clearly marked:

Bid Officer - Northbrook Park District  
HVACR Services – Ice Refrigeration Equipment: Northbrook Sports Center, Bid #2265  
Scheduled Bid Opening: March 21, 2021 @ 2:00pm

- If delivering by mail, the aforementioned opaque sealed envelope shall be placed in a mailing envelope (USPS, FedEx, UPS, etc.), and shall be addressed and delivered to:

Bid Officer - Northbrook Park District  
HVACR Services – Ice Refrigeration Equipment: Northbrook Sports Center, Bid #2265  
545 Academy Drive  
Northbrook, Illinois 60062

**END OF SECTION**

## **SERVICE SCHEDULE**

### **I. Completion of Work**

The Term of the Contract will be for a one-year period. The term of the Contract may be extended for two additional one-year periods if approved by the District.

Initial Term is June 1, 2024 to May 31, 2025

Additional term year two is June 1, 2025 to May 31, 2026 and year three is June 1, 2026 to May 31, 2027.

### **II. Schedule**

The Contractor will provide to Owner a monthly service schedule that allocates adequate personnel and equipment to complete the entire monthly service schedule.

The Contractor will notify the Owner of any changes to the schedule.

### **III. Preventative Maintenance Service Schedule Submittal**

Within fourteen (14) calendar days of Notice to Award, Contractor shall submit and review with the Owner a formal written preventative maintenance service schedule specifying the dates when the various items of Work are to be completed. Such schedule shall be strictly adhered to. All Work shall be prosecuted in an orderly and diligent manner. The Contractor shall cooperate with and conform to the requests of the Owner to expedite particular portions of the work where such alteration of the Contractor's operation is deemed advisable by the Owner.

**END OF SECTION**

## **GENERAL INFORMATION**

### **I. Payment**

- a. Terms for payment are governed by the *Local Government Prompt Payment Act, 50 ILCS 505/1, et.seq.*, and in accordance with the Contract Documents.
- b. Request for Payment should be made in accordance with the Contract Documents and should include the following information:
  - i. Name, address and phone number of the Bidder
  - ii. Invoice number
  - iii. Itemized statement of services
  - iv. Any payment discount terms offered
  - v. Complete W-9
  - vi. Certified Payroll
  - vii. Waivers
  - viii. Any other documents as required by the Contract Documents
  - ix. No prepayment of services

### **II. Guarantee and Warranty**

- a. The successful Bidder warrants to the Northbrook Park District that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications; that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted; and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized, are defective and will be rejected by the Northbrook Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- b. The Contractor must present the Northbrook Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to assign any warranties and guarantees to the Northbrook Park District. The Contractor guarantees against any faulty materials or workmanship for a period of one (1) year after final payment. Any such defects must be corrected, either through repair or replacement, at the Contractor's expense.

### **III. Materials**

- a. All materials supplied by the Contractor shall be new materials of the like and kind specified. Defective materials and equipment, including those damaged during installation or testing, will not be accepted and must be replaced or repaired in a manner satisfactory to the Northbrook Park District.

### **IV. Completion Date**

- a. The Contractor shall complete the Work of this Project by the date set forth in the Service Schedule. Failure of the Contractor to complete this Work in accordance with the Specifications shall constitute a breach of the Contract.

### **V. Insurance**

- a. Contractor shall procure and maintain – for the duration of the Contract– insurance against claims for death, injuries to persons, or damages to property that may arise from or in connection with the performance of Work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- i. Commercial General and Umbrella Liability Insurance

- 1. The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project location. CGL insurance shall be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, Architect and Construction Manager shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage under the commercial umbrella, if any. This insurance shall apply as primary.

- ii. Business Auto and Umbrella Liability Insurance

- 1. The Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) Form CA 00 01, CA 00 05, CA 00 12 or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.



iii. Workers Compensation Insurance

1. The Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If the Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

iv. General Insurance Provisions

1. *Evidence of Insurance*

- a. Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within ten (10) days of Owner's written request for said copies.

2. *Acceptability of Insurers*

- a. For insurance companies that obtain a rating from A.M. Best, that rating should be no less than a VII, using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than a VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

### *3. Cross-Liability Coverage*

- a. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### *4. Deductibles and Self-Insured Retentions*

- a. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

### *5. Subcontractors*

- a. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

## **VI. Indemnification**

- a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Northbrook Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The Contractor shall similarly protect, indemnify and hold and save harmless the Northbrook Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or the Contractor's default of, any provision of the Contract.

## **VII. Village Permits**

- a. Upon signing this Contract, the Contractor is responsible for submitting, coordinating and obtaining all necessary permits associated with the covered equipment replacements of this

Project. The Contractor is not responsible for revising and/or altering the design as shown on the plans based on the permit review unless the Contractor is the author of the plans, or as otherwise required under the Contract. All costs associated with permitting are to be included in the general conditions of this Contract.

**VIII. Service Meetings**

- a. Contractor shall attend monthly on-site meetings scheduled by the Park District to review preventative maintenance and repair services and address service concerns.

**IX. Minimum Contractor Qualifications**

- a. Contractor must have been in business for a minimum of five years prior to the Bid Due Date and Time. Contractor shall provide supporting documentation (i.e., Business License) that confirms Contractor has been in business for a minimum of five years prior to the Bid Due Date and Time.
- b. Contractor must have a minimum of six (6) full-time employees, who have a minimum of five (5) years of experience as an ice rink equipment service and repair technician and the ability to work with refrigerants and ammonia in an ice rink setting. The contractor must submit the following information for each of the six (6) full-time employees who have a minimum of five (5) years of experience:
  - i. Full Name
  - ii. Job Title
  - iii. Work history that indicates the five years of experience as an ice rink equipment technician
  - iv. Copy of any applicable training certificates and licenses.

**END OF SECTION**

## **APPLICATION AND CERTIFICATE FOR PAYMENT**

The American Institute of Architects *AIA Document G702 - Application and Certificate for Payment, 1992 Edition, including Continuation Sheet G703*, is hereby made a part of the Contract Documents.

Copies of this Document are available from:

Chicago Chapter Office of the American Institute of Architects  
222 Merchandise Mart Plaza  
Chicago, Illinois 60604  
(312) 670-7770

### **CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

The American Institute of Architects *AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims, 1994 Edition*, is hereby made a part of the Contract Documents.

Copies of this Document are available from:

Chicago Chapter Office of the American Institute of Architects  
222 Merchandise Mart Plaza  
Chicago, Illinois 60604  
(312) 670-7770

**END OF SECTION**

**NOTICE OF AWARD (SAMPLE)**

**Subject: NORTHBROOK PARK DISTRICT**

Dear Mr. / Ms. \_\_\_\_\_:

The Northbrook Park District (Owner) has considered the Bid submitted by \_\_\_\_\_ for the subject Project dated \_\_\_\_\_.  
You are hereby notified that your Bid has been accepted for the Base Bid in the amount of \$\_\_\_\_\_.

You are required to execute the Agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said bonds and insurance within ten (10) days, the Owner will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Sincerely,

James Kim  
Director of Parks & Properties

\*\*\*\*\*

**ACCEPTANCE OF NOTICE**

Receipt of this "NOTICE OF AWARD" is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**NOTICE TO PROCEED (SAMPLE)**

**SUBJECT:**      NORTHBROOK PARK DISTRICT  
                          *(PROJECT NAME)*

Dear Mr. / Ms. \_\_\_\_\_,

\_\_\_\_\_ is hereby notified to commence work on the above Project as shown in the Contract and to complete the Project as specified by \_\_\_\_\_, unless otherwise authorized.

Please return an acknowledged copy of this "NOTICE TO PROCEED" to the Northbrook Park District, 545 Academy Drive, Northbrook, IL 60062.

Sincerely,

James Kim  
Director of Parks & Properties

\*\*\*\*\*

**ACCEPTANCE OF NOTICE**

Receipt of this "NOTICE TO PROCEED" is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title





# Certified Transcript of Payroll

## AFFIDAVIT

Weekly Statement of Compliance

Date: 2/12/2007

I, JOHN SMITH  
(name of signatory party)  
PRESIDENT  
(Title)

do hereby state: that I pay or supervise the payment or the persons employed on the public works Project

859792/HHGDF;  
(name of project)

that during the payroll period commencing on the 5 day of FEBRUARY, 2007, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said PEM CONSTRUCTION COMPANY (name of contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work he/she performed.

Signature

Digital Signature

State of Illinois  
Illinois Department of Labor

## SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract of billing, or other pertinent information Company Name:

Contact Person:

Address:

(city) (state) (zipcode)

Telephone Number: (000)000-0000

ample

**IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO  
PREVAILING WAGE RATES**

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

A link for more information on how to access IDOL's Certified Transcript of Payroll Portal is here:  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>

**BID FORM**

**HVACR Services – Ice Refrigeration Equipment – Northbrook Sports Center, Bid #2265**

Proposal of \_\_\_\_\_,

Hereinafter called "Bidder", (a)/(an)\_\_\_\_\_ (corporation, partnership, individual)

doing business as \_\_\_\_\_

to the Northbrook Park District, hereinafter called "Owner."

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

Addenda Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

By submission of his bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- I. That he has visited and examined the site and is fully familiar with and has satisfied himself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and timeframe indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.
- II. To hold the bid open for sixty (60) days subsequent to the date of the bid opening.
- III. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - a. Furnish all bonds and insurance required by the Contract Documents;
  - b. Accomplish the Work in accordance with the Contract Documents; and
  - c. Complete the Work within the time requirements as set forth in the Contract Documents.
- IV. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof; and that the Bidder has inspected in detail the site of the proposed Work and been familiarized with all of the requirements of construction and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein) and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.

- V. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
- VI. To furnish Bid Bond in accordance with the Instructions to Bidders.
- VII. To furnish Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders.
- VIII. To commence work as specified in the Instructions to Bidders and to prosecute the Work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.
- IX. To give the total base bid amount, the total add alternate and/or subtract alternate amounts (if requested) both in words and in figures. The total bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

**Bidders are responsible for verifying their own quantities. This worksheet is for use in calculating the Lump Sum amount. Contractor is required to alert Park District to any discrepancies prior to performing the work. Failure to recognize the required shall be at the expense of the contractor. No consideration shall be given for additional compensation after the letting of bids.**

Bidder agrees to perform all of the Work described in the Contract Documents for the following price provided on the following page:

### Base Bid – Preventative Maintenance

Monthly Preventative Maintenance Fee: Monthly preventative maintenance fee, for the purpose of this Contract, shall be defined as the monetary charge, in equal monthly installments over the term of the Contract, for the preventative maintenance services required or reasonably inferred by the Contract Documents as listed in Schedule B of this project manual, including all tools, travel, parts, labor, materials and equipment.

<b>SPORTS CENTER ICE REFRIGERATION EQUIPMENT</b>	<b>COST/MONTH YEAR 1 6/1/24 – 5/31/25</b>	<b>COST/MONTH YEAR 2 6/1/25 – 5/31/26</b>	<b>COST/MONTH YEAR 3 6/1/26 – 5/31/27</b>
<b>Total Monthly Service Fees–All Ice Rink Equipment in Schedule A</b>	\$_____/month	\$_____/month	\$_____/month
<b>Total Sum Per Year–All Ice Rink Equipment in Schedule A</b>	\$_____/Year 1	\$_____/Year 2	\$_____/Year 3

### Base Bid – Repairs & Component Replacement Labor Rates and Parts & Materials Cost

Repairs & Component Replacement Labor Rates and Parts & Materials Cost, for the purpose of this Contract, shall be defined as the monetary charge, over the term of the Contract, for the work to repair and/or replace components of covered equipment, and are items not covered under the preventative maintenance services required or reasonably inferred by the Contract Documents as listed in Schedule B of this project manual, including all tools, travel, parts, labor, materials and equipment.

<b>LABOR Business Hours of 7:00am – 4:00pm</b>	<b>HOURLY RATE</b>
Lead Technician (Supervisor/Foreman)	\$
Apprentice	\$
Laborer	\$
Electrician	\$

<b>LABOR After Hours of 4:00pm – 7:00am, weekends and Park District holidays</b>	<b>HOURLY RATE</b>
Lead Technician (Supervisor/Foreman)	\$
Apprentice	\$
Laborer	\$
Electrician	\$

<b>PARTS &amp; MATERIALS Contractor's Percentage of Mark-Up for Parts &amp; Materials</b>	<b>PERCENTAGE</b>
Mark up shall not exceed 10%	%

### **SUBCONTRACTORS AND SUPPLIERS LIST**

The subcontractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested and approved in writing ten (10) days before the start of the work that is involved.

**Failure to complete this list will result in rejection of bid.**

Legal name, current telephone number and address of all subcontractors must be included.

#### **Subcontractors/Assignment**

<b>Legal Name</b>	<b>Address</b>	<b>City, State, Zip</b>	<b>Telephone</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			

#### **Suppliers/Materials**

<b>Legal Name</b>	<b>Address</b>	<b>City, State, Zip</b>	<b>Telephone</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			

## **CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT**

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- I. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- II. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations, including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- III. All contracts for this Project are subject to the provisions of the Illinois *Prevailing Wage Act* (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination issued by the Illinois Department of Labor and any subsequent determinations issued by the Illinois Department of Labor, all in accordance with applicable law. These revisions may be accessed by computer at <http://labor.illinois.gov/>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor also shall comply with all other requirements of the Act, including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the *Illinois Prevailing Wage Act* due to its having been found to have disregarded its obligations under the Act.
- IV. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct that is a matter of record.
- V. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the *Illinois Criminal Code*. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner immediately in

writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- VI. Pursuant to the *Illinois Human Rights Act (775 ILCS 5/2-105)*, Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the *Illinois Human Rights Act*. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- VII. Contractor shall abide by the "*Employment of Illinois Workers on Public Works Act*" (30 ILCS 570/0.01 et seq.), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.
- VIII. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair, and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors and employees (as the case may be) to comply with the restrictions contained in the preceding sentence.
- IX. Contractor knows and understands the *Equal Employment Opportunity Clause* administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the *United States Code Annotated and Executive Orders #11246 and #11375* as amended, which are incorporated herein by this reference.
- X. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the *U.S. Export*



*Administration Act of 1979* or the regulations of the U.S. Department of Commerce promulgated under that Act.

- XI.** Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- XII.** If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the *Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.)* and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the *Drug-Free Workplace Act*. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the *Illinois Drug-Free Workplace Act*.
- XIII.** Contractor knows, understands and acknowledges its obligations under the *Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- XIV.** The Contractor shall comply with the requirements and provisions of the *Freedom of Information Act (5 ILCS 140/1 et. seq.)* and, upon request, of the Northbrook Park District's designated Freedom of Information Act Officer (FOIA Officer). Contractor shall within two (2) business days of said request turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

Sign and Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\*\*\*\*\*

**STATE OF \_\_\_\_\_ SS. COUNTY OF \_\_\_\_\_**

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

\_\_\_\_\_ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he is authorized to act on behalf of Bidder and that he executed the foregoing certificate as his free act and deed and as the act and deed of Bidder.

Dated: \_\_\_\_\_ 20\_\_\_\_\_

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

## **SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

The *Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq. ("Act")*, prohibits any employee of the Contractor or any Subcontractor on a public works project from using, possessing or being under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Northbrook Park District that **[Contractor/Subcontractor must complete either Part I or Part II below]:**

- I. The Contractor/Subcontractor **[circle one]** has in place – for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act – a written substance abuse prevention program, a true and correct copy of which is attached to this certification, that meets or exceeds the requirements of the *Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq.* **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

Dated: \_\_\_\_\_

- II. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the *Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.*

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

Dated: \_\_\_\_\_

### **AFFIDAVIT OF EXPERIENCE**

\_\_\_\_\_, being duly sworn, says that he is

\_\_\_\_\_ of \_\_\_\_\_,  
(Sole Owner, Member of Firm, Corporate Official) (Individual, Firm, Corporate Name)

which has done work for the following parties of or the general kind and approximate magnitude required under this Contract: (list project name, contact, phone number and date of completion). I/we hereby authorize the Northbrook Park District to contact the individuals listed below. Please list at least five (5) projects of similar cost and scope in the last three (3) years.

<b>Project Name/Owner &amp; Project Scope</b>	<b>Contact Name &amp; Title</b>	<b>Phone &amp; Email (both REQUIRED)</b>	<b>Completion Date &amp; Project Value</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			

\_\_\_\_\_  
Signature

\*\*\*\*\*

STATE OF ILLINOIS  
SS. COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

\_\_\_\_\_ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he is authorized to act on behalf of Bidder and that he executed the foregoing Affidavit as his free act and deed and as the act and deed of Bidder.

Dated: \_\_\_\_\_ 20\_\_\_\_\_  
My Commission Expires:

(Notary Seal)  
Notary Public:

\_\_\_\_\_

\_\_\_\_\_

## **REQUIRED BIDDER INFORMATION**

*The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder. These may be listed on a separate sheet.*

- i. List all preventative maintenance and service repair projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

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- ii. List all preventative maintenance and service repair projects your organization has completed in the past two years that are comparable in scope, giving the name of the project, project description, project address, owner and telephone number. Also provide the original contract amount, the final contract amount, the substantial and final completion dates provided for in the contract, and the actual dates of substantial and final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of substantial and/or final completion differ from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.

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- iii. List all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and – if no longer pending – the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action, and the current status or disposition of the proceeding/action.

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- iv. Indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

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- v. Provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If it is a preventative maintenance and service repair contract, also provide the name, address and telephone number of the architect and, if applicable, the construction manager or owner's representative.

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## **SCOPE OF SERVICES**

### **I. General**

#### **1. Definitions**

The following terms as used in these Contract Documents are defined as follows:

- a. "Owner" – Northbrook Park District, herein collectively referred to as the "Park District."
- b. "Parks Representative" – That person or entity authorized by the Park District to act, give or receive information and direct the project in the Park District's behalf with the scope of the contract terms; in this contract the Director of Parks & Properties, Trades Manager, and/or Facility Maintenance Manager unless otherwise specified.
- c. "Contract Documents/Specifications" – The Invitation to Bid, Instructions to Bidders, General Information, Drawings, if any, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the HVACR Services Agreement included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.
- d. "Contractor" – The person, firm or corporation to whom the contract is awarded by the Owner and who is subject to the terms thereof.
- e. "Subcontractor" – A person, firm or corporation, other than the contractor supplying services, labor or materials for work on the project.
- f. "Project" – The services, labor or materials proposed by the Owner to be performed in part or in whole pursuant to the Contract.
- g. "Work" – The services required or reasonably inferred by the Contract Documents, including all labor, materials and equipment.

In interpreting the Contract Documents, words describing materials or words which have well-known technical or trade meaning, unless specifically defined in the Contract Documents, shall be constructed in accordance with such well-known meaning recognized by architects, engineers, manufacturers, or the trade. Other words shall be constructed as defined in the other contract documents.

#### **2. Intent of the Contract Documents**

The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract Price, the cost of all labor and materials, equipment, transportation and all other expense(s) as may be necessary for the proper execution of the Work. If certain Contract Documents appear to be in conflict, the Contractor shall promptly bring these provisions to the attention of the Owner and the Owner shall determine the applicable provision.

### **3. Patents and Copyrights**

- a. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured.
- b. License or Royalty Fees – License and/or Royalty Fees for the use of a process which is authorized by the Owner in writing must be reasonable and paid to the holder of the patent or copyright, or his authorized licensee, directly to the Owner, and not by or through, the Contractor. Such fee(s) shall be included in the Contract Price.

### **4. Regulations**

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work.

### **5. Subcontracts – Notification**

Prior to the beginning of Work, the Contractor shall notify the Owner in writing of the names of any Subcontractors proposed for the principal parts of the Work, and shall not employ any sub-contractor that the Owner objects to as incompetent or unfit.

### **6. Assignment**

The Contractor shall not make any purported assignment of this Contract or any part thereof, or delegate the duties herewith, without prior written consent of the Owner.

No assignment of the Contract shall be effective unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the Work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

### **7. Notice**

Wherein, any of the Contract Documents, there is any provision with respect to the giving of any notice, such notices shall be deemed to have been given, as to the Owner, when written notice shall have been delivered personally to the Park District, or shall have been placed in the United States mails, postage fully prepaid, addressed to the Parks and Properties Director, Northbrook Park District, 545 Academy Drive, Northbrook, IL 60062; as to the Contractor when written notice shall have been delivered to any officer of the Contractor or when a written notice shall have been placed in the United States mails, postage prepaid, addressed to the Contractor, at the place stated in the Bid Form as the address of his permanent place of business.

## **II. Project**

### **1. Covered Equipment**

This Contract shall cover equipment listed on Schedule "A." The following items pertaining to the HVAC system and equipment are not included in this agreement such as window air conditioning units, replacement or repair of duct work or unit cabinets, maintenance or repair of electrical wiring (including any control wiring from the operating panel to the equipment and within the

equipment), drains, modifications of the system to comply with recommendations or directives of insurance companies or government agencies, hydronic piping outside of equipment rooms and maintenance of thermostats.

Only one contractor will be selected for award of the HVAC Contract. The Park District may elect to not include an entire building or a portion of a building as identified by individual lines on the bid form.

## **2. Preventative Maintenance**

This Contract shall include preventative maintenance on all covered systems and equipment, consistent with the Preventive Maintenance Service Schedule "B." This Contract covers all necessary tools, equipment, labor, travel, parts and materials as required. Parts listed in the Specifications, Schedule B are included in the cost of preventative maintenance (belts, pulleys, gaskets, seals, refrigerant, oil, grease, etc. This list is not all inclusive).

## **3. Repair and Component Replacement**

- a. This contract covers necessary tools, equipment, labor, travel, parts, materials, components and all other expenses required to keep covered equipment in good working order.

The Contractor is required to accept equipment "as is." No additional compensation will be allowed to modify or repair equipment to meet Contractor's acceptance requirements. When conditions warrant, Contractor will repair or replace worn, broken or doubtful parts or complete components with new parts of similar manufacture.

Prior to beginning any repair or replacement outside the scope of preventative maintenance work, Contractor will troubleshoot the system to diagnose the system's problems. The Park District shall not incur any extra charge for this service. Contractor shall provide a quote to the Park District prior to any and all repairs and component replacements. Repairs and component replacements will not begin without authorization in the form of a Purchase Order from the Director of Parks & Properties or their authorized designee, unless the service call is considered an emergency as defined in Section III. Time, on the following page. The Park District reserves the right to obtain additional work quotes and service from trade companies other than the successful bidder for repair and component replacement work and materials. The cost of repairs for labor will be paid per the fees as annotated on the Contractor's Bid Form.

Parts and component replacement shall be invoiced at Contractor's cost plus the percentage for profit and handling as annotated on the Contractor's Bid Form. The Park District reserves the right to audit Contractor's invoices at its sole discretion. Contractor shall make available to Park District any requested invoice showing what Contractor paid for the part/component, within three (3) business days of request or Park District shall not be obligated to pay for the part/component.

Contractor shall only invoice the Park District for the time spent on the property. Park District shall not pay for time spent in route or traveling to acquire parts/supplies. Invoices and service reports shall show arrival and departure times to and from the property of all Contractors and employees responding for service.



Contractor shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, Park District reserves the right to only pay the fees for customary trade practices.

- b. The Contractor shall not be required to make replacements or repairs necessitated by reason of negligence or misuse of the equipment by other than the Contractor's employees, or by reason of any other cause beyond the Contractor's control.
- 4. The Contractor shall be free to start and stop equipment as necessary, but in doing so shall not cause interference with the Owner's operations. Contractor shall notify, and be granted permission by Owner, prior to any start/stop of equipment.

### III. Time

#### 1. Preventative Maintenance Service Schedule and Repair Service Calls

- a. Preventative Maintenance – Within fourteen (14) days after notice that the bid has been awarded, the Contractor shall supply to the Owner a written preventative maintenance service schedule specifying the dates when the various items of Work are to be completed. Such schedule shall be strictly adhered to. All Work shall be prosecuted in an orderly and diligent manner. The Contractor shall cooperate with and conform to the requests of the Owner to expedite particular portions of the work where such alteration of the Contractor's operation is deemed advisable by the Owner. The Contractor shall notify the Park District authorized designee anytime the successful contractor or representatives come on site. The Contractor shall provide identification when entering Park District facilities.
- b. Repair Service Calls - The Contractor shall have a dispatcher available at a specified single phone number twenty-four (24) hours a day and shall provide prompt response to service calls on a 24 hour/day, 7 day-a-week basis. **If the Owner notifies the Contractor that such service call is in the nature of an emergency, the Contractor shall begin actual remedial work within two (2) hours after receipt of such notification.** If the Contractor fails to respond in the allotted time without notification, the Park District shall have the right to contact another firm to address the problem at the Contractor's expense. Remedial work on non-emergency service calls shall commence within twenty-four (24) hours after notification or as the Owner directs. Unless otherwise directed by the Owner, all non-emergency service will be performed during regular working hours. For the purpose of this specification, an emergency condition exists when covered systems and equipment cause or contribute to interference with Owner's operations, risk to property, or risk to the health and safety of Park District employees.

#### 2. Delays

If the Contractor is delayed in the prosecution of the preventative maintenance service schedule or in response to a service call, by any act or neglect of the Owner, or by strikes, fire, lock-outs, unavoidable casualties or any cause beyond the Contractor's control, then the time of service will be extended for a reasonable time, such reasonable time as the Owner shall decide.

- a. Preventative Maintenance - Within five (5) days from the beginning of any delay to the preventative maintenance service schedule, the Contractor shall notify the Owner in writing of the cause of delay, and therein, specify the number of days of extension requested.
- b. Service Call – Within two (2) hours from the beginning of any such delay to a service call, the Contractor shall notify the Owner or its designated representative by phone of the cause of delay and the period of extension requested.

Requests for preventative maintenance or service call extension may, at the Owner's discretion, be denied and the Contractor shall perform the work requested as set forth in this section of the Special Conditions of this Agreement. If such requests are not made as herein provided, it shall be deemed waived and the Contractor shall be construed to be in breach of this agreement. Unless of an extraordinary and exceptional nature, weather conditions shall not be a justifiable cause for delay.

### **3. Service Reports**

At the conclusion of all preventative maintenance service, inspections and all work specified in Schedule B, Contractor shall provide a written report for the Owner's approval detailing the work completed. The written report must include hours and date of performance, the service technician(s) who performed the work, description of work performed, and itemized description of any parts and materials used per each specific piece of equipment receiving preventative maintenance.

At the conclusion of each service call, Contractor shall provide a written report for the Owner's approval detailing the work performed in the form of a service report; the hours and date of performance, the service technician(s) who performed the work, description of work performed, and itemized description of parts and materials used.

No less than monthly, the Contractor shall meet with the Owner's Representative on the Owner's premises to detail performance on the work and to report on compliance or non-compliance with the preventative maintenance service schedule and service call. If in the opinion of the Owner, the Contractor has fallen behind the service schedule, the Contractor shall take such steps as may be deemed necessary by the Owner to improve progress.

## **IV. Action Performance**

### **1. Superintendence**

The Contractor shall give personal superintendence to the Work.

### **2. Materials and Workmanship – Quality**

- a. Materials – Unless otherwise specifically called for in the Contract Documents/ Specifications, the equipment, materials and articles incorporated in the Work covered by this Agreement shall be new (not refurbished) and specified by the manufacturer or approved equivalents and of the best grade and consistent with standard specifications. When called for by the Owner, the Contractor shall, at no cost, furnish to the Owner for approval, full information concerning the materials, equipment or articles to be incorporated in the Work, including reasonable or test results when requested.

- b. Workmanship - All Work performed shall be performed and accomplished in a first class and workmanship manner to the satisfaction of the Owner and in accordance with the best practice standards, and standard specifications recognized in the field.

**3. Materials and Workmanship – Guarantee**

The Contractor guarantees the equipment, materials, articles and workmanship used or performed in the Work to be free from defects, suitable for the purpose intended and merchantable. Contractor shall correct defective work and replace defective materials at his own cost which becomes apparent within one (1) year from the date such defective work or materials should have been reasonably discovered.

**4. Existing Materials**

All existing materials and equipment removed under this Contract shall remain the property of the Owner and shall be stored, removed or protected by the Contractor as directed by the Owner.

**5. Cleaning Up**

The Contractor shall, at all times, keep the site free from accumulations of waste materials or rubbish caused by his employees or the Work, and at the completion of the Work, he shall remove all his rubbish, tools, equipment and surplus materials from the site, and shall leave work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the Contractor.

**6. Starting in Operation – Major Repairs and Component Replacement**

Where required, the Contractor shall furnish a skilled operator to adjust and start all of the equipment installed and to place it in successful operation. After the equipment installed has been satisfactorily adjusted, the operator shall instruct the Owner's operators as to the proper methods of starting, adjusting and caring for the equipment furnished and installed under the Specifications.

**V. Safety and Protection**

**1. Protection of Work**

The Contractor shall continuously maintain adequate protection of all the Work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this Contract.

**2. Care of Existing Property**

All sewer, water, gas or other pipes, wires, equipment, structures and other property shall be supported and protected from injury by the Contractor during the Work performed under this Contract. The Contractor shall be liable for all damage to such structures and property and shall save and keep the said Owner harmless from any liability or expense for injuries, damages or repairs to same.

**3. Accident Prevention**

The Contractor shall execute all reasonable precaution at all times for the protection of all persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the Contractor's fault or negligence in connection with

the prosecution of the Work. Termination of the Contract shall not be deemed a waiver of Contractor's responsibility. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary.

## **VI. Subcontractors**

### **1. No Contractual Relationship**

Nothing contained in the Contract Documents shall create any contractual relationships between any Subcontractor and the Owner.

### **2. Applicability of Contract Documents**

The Contractor agrees to bind every Subcontractor (and every subcontractor of a subcontractor) and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

### **3. Responsibility of Contractor**

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

## **VII. Inspection/Correction**

### **1. Rejection**

The Owner shall have the right to reject materials and workmanship which are defective or require correction.

Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises, both without charge to the Owner. If the Contractor does not correct such defective work and remove rejected materials within a reasonable time, fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

### **2. Inspection After Completion**

Should it be considered necessary or advisable by the Owner at any time before acceptance of the Work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials for that purpose, and the costs thereof, shall be charged to the Contractor if the Work was covered prior to inspection by the Owner.

### **3. No Waiver by Inspection or Payment**

Neither the inspection of or payment for any provision in the Contract documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and, upon written notice, and he shall remove any defects due therefrom.

### **4. Decision of Owner**

The signage of the Contract for the Work shall be considered the Contractor's agreement to accept the Owner's decision as final in all matters of workmanship and performance hereunder.

## **VIII. Additional Performance Security**

### **1. Termination**

- a.** In the event the Contractor voluntarily petitions for bankruptcy, or is adjudged bankrupt or makes a general assignment for the benefit of his creditors or if a receiver is appointed on account of his insolvency, or in the event that any of the provisions of the Contract Documents are violated by the Contractor or by any of his Subcontractors or the Owner reasonably believes such violation is likely, the Owner may serve written notice upon the Contractor of the intention to terminate the Agreement. Such notice shall contain the reasons for such intent to terminate the Agreement. Unless within five (5) days after the serving of such notice upon the Contractor such violation shall cease and arrangements satisfactory to the Owner for correction be made, the Agreement shall upon expiration of said five (5) days cease and terminate with no further notice. The Owner may take over the Work and prosecute the completion of same at the expense of the Contractor, and the Contractor shall be liable to the Owner for any excess cost occasioned to the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the Work, such materials and equipment including those of the Contractor as may be on the site of the Work and necessary therefore.
- b.** In the event of termination, the Contractor shall pay to the Owner, all costs over and above the contract price expended by the Owner in the completion of the Work and this obligation shall survive the termination of the Agreement. Such payment shall not preclude or waive the Owner's entitlement to additional damages or be construed as an election of remedies.

### **2. Owner's Right to Withhold Certain Amounts and Make Application Thereof**

In addition to the payments to be retained by the Owner under the other provisions of these Special Conditions, the Owner may withhold a sufficient amount of any payment otherwise due to the Contractor to cover the following:

- (1) For claims arising in and from the performance of service under this contract.
- (2) For defective Work not remedied.
- (3) For failure of the Contractor or Subcontractors to make proper payments to his Subcontractors and suppliers. The Owner shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom.

The Owner will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor, and such payments shall be considered as payment made under the Contract.

## **IX. Changes**

### **1. Changes in Scope of Work**

The Owner may change the covered systems and equipment on any of the equipment listed in Schedule "A." The Contractor shall not be entitled to additional compensation under the terms of this Contract because of such changes unless such changes result in a ten (10) percent or more increase in the volume of preventative maintenance and service call requirements. If such increase is documented by the Contractor and to the satisfaction of the Owner over a two (2) month period of time, then the parties shall negotiate an increase in compensation hereunder, required to compensate the Contractor for such increase for the term of this Contract remaining after such documentation is presented. Nothing contained in this paragraph shall change any other of the terms or conditions contained in this Contract.

### **2. Waiver**

The Contractor, hereby, waives any compensation for any change in the Work which is not authorized as provided for herein.

## **X. Payments**

### **1. Payments by the Owner**

The Contractor shall bill Owner for the monthly service fee for the Work specified in these Contract Documents the **first of the month following the month for which the service was performed**. Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et.seq.*, unless as otherwise modified by the Contract Documents.

### **2. No Waiver**

Neither by partial or final payment will the Owner be deemed to have waived any remedy for defective work or negligence on the part of the Contractor or any other portion of the Contract which by its nature survives after the time of final payment.

**END OF SECTION**

**SPECIFICATIONS – COVERED EQUIPMENT - SCHEDULE A**  
**Northbrook Sports Center - Ice Rink Refrigeration Equipment Inventory**

<b>Northbrook Sports Center Mechanical Room – Ice Making Equipment</b>						
<b>INSTALLED</b>	<b>EQUIPMENT</b>	<b>MANUFACTURER</b>	<b>MODEL</b>	<b>SERIAL #</b>	<b>LOCATION</b>	<b>QTY</b>
2021	COOLING TOWER Evaporative Condenser	BALTIMORE AIRCOIL	VCL-257	U210702201-01-01	Roof	1
2021	COOLING TOWER PUMP	B & G	4AG6 ¼ BF	2120170	NW Mechanical	1
1999	COMPRESSOR #01	VILTER	450XLVMC Rebuilt in 2023	66014	NW Mechanical	1
1999	COMPRESSOR #02	VILTER	450XLVMC Rebuilt in 2023	66015	NW Mechanical	1
2004	COMPRESSOR #03	VILTER	450XL Rebuilt in 2023	66919	NW Mechanical	1
2017	COMPRESSOR MOTOR #03	BALDOR	EM2583T4	A1705012019	NW Mechanical	1
2004	COMPRESSOR MOTOR #01	BALDOR	EM2583T4 Rebuilt in 2017	COO402165015	NW Mechanical	1
2021	COMPRESSOR MOTOR #02	LINCOLN	SO6P100T64PY	U3980903143	NW Mechanical	1
2021	SUB-FLOOR PUMP	B & G	5 HP BC91/8BF	2119583	NW Mechanical	1
2021	SNOWMELT PUMP	B & G	005180T3E184T-S	C31728-01E12	NW Mechanical	1
2021	GLYCOL PUMP – A	B & G	030180T3E286T-W40	C317925-01E12	NW Mechanical	1
2021	GLYCOL PUMP – B	B & G	030180T3E286T-W40	C317925-02E12	NW Mechanical	1
2021	GLYCOL PUMP – C	B & G	030180T3E286T-W40	C317925-03E12	NW Mechanical	1
1999	PUMP	B & G	RS702	USA000052301	NW Mechanical	1
1999	EVAPORATOR	VILTER	44784	H97350-1	NW Mechanical	1
1999	RECEIVER	CHIL-CON	RH30168-500	C990389A-1	NW Mechanical	1
1999	VARIABLE FREQUENCY DRIVE CONTROLS	GRAHAM	VLT6000	016216G279	NW Mechanical	1
1999	SNOW PIT COILS					1
1999	DEHUMIDIFIER 1 A RINK	CONCEPTS & DESIGNS	MDH-168/160-15.75-HX Dessicant Rotor Replaced Fall 2016	SO-3084A Refurbished in 2018	Roof	1
1999	DEHUMIDIFIER 2 B RINK	CONCEPTS & DESIGNS	MDH-168/160-15.75-HX Dessicant Rotor Replaced Dec 2017	SO-3084A1 Refurbished in 2018	Roof	1

**SPECIFICATIONS**  
**PREVENTATIVE MAINTENANCE**

**SCHEDULE B**

**Contractor will perform periodic preventative maintenance as follows:**

**Preventative Maintenance Inspection for all items in Schedule A Includes**

1. Lubrication of all moving parts (i.e., bearings, etc.)
2. Compare logged consumption with amount drained out of chillers by Park District staff to make sure they equal.
3. Check water sprays on condenser
4. Check and adjust operating and safety controls.
5. Check electrical components, note any damaged or frayed wires. Repair as necessary.
6. Measure voltage and amperage draw
7. Clean strainers
8. Check belt tensions
9. Inspect gaskets for deterioration and leakage; replace where needed; recommend any needed action.
10. Check couplings for wear
11. Check for oil, water or refrigerant leaks
12. Check oil glycol and ammonia levels
13. Inspect snow melt pit coils
14. Check and adjust operating temperatures and pressures
15. Provide report for each piece of equipment upon completion of inspection.

<b>Evaporative Condenser</b>					
<b>Type of Service</b>	<b>Start-Up</b>	<b>Monthly</b>	<b>Every 6 Months</b>	<b>Shutdown</b>	<b>Annually</b>
Inspect General Condition of Unit	X	X			
Clean Debris from Unit	X	X		X	
Clean and Flush Sump	X	X		X	
Clean Sump Strainer	X	X		X	
Check & Adjust Water Level/Float Valve in Basin	X	X			
Inspect Heat Transfer Section	X	X			
Inspect Spray Nozzles	X	X			
Check & Adjust Fan Belt Tension	X	X			
Check & Adjust Bleed Rate	X	X			
Check Operation of Make-Up Valve	X	X			
Check Unit for Unusual Noise or Vibration	X	X			
Check Fan Bearing Locking Collars	X		X		
Check Motor Voltage & Current	X		X		
Lubricate Fan Shaft Bearings	X		X	X	
Lubricate Fan Motor Bearings	X				
Lubricate Motor Base Adjusting Screw	X		X	X	
Check Fan for Rotation w/o Obstruction	X				
Check Fan & Pump Motor for Proper Rotation	X				
Drain Sump & Piping				X	
Inspection Protective Finish					X
Make recommendations to Equipment Owner for any necessary work not covered by this Agreement					
Advise if any system repairs or water treatments are necessary					



### **Centrifugal Pumps**

#### **Type of Service**

1. While pump is running regrease pump bearing with NLGI Grade #2 lithium base petroleum grease after every 3 months, or as needed during regular monthly inspection.
2. Inspect pump monthly for leaky seals or gaskets and loose or damaged components.
3. Check coupling for wear.
4. Inspect glycol gauge and connections.
5. Test and evaluate pump performance .
6. Maintain pumps per manufacturer's instructions.

### **Motors**

#### **Type of Service**

1. Maintain motor per manufacturer's instructions.
2. Lubricate/inspect motor bearings on each motor monthly.
3. Measure voltage and amperage draw on each motor monthly.

### **VILTER MultiCylinder Compressor**

#### **Type of Service**

1. Check oil levels and oil condition monthly.
2. Check oil pressures monthly. Change oil filter as specified by manufacturer and at rebuild.
3. Check shaft drive.
4. Drain and clean compressor crankcase. Flush oil circuit. Replace oil filter recharge. Recharge with new, clean water-free oil.
5. Check for oil and refrigerant leaks at least monthly.
6. Inspect valves (suction and discharge) at least monthly.
7. The three Vilter Compressors shall be disassembled and rebuilt per manufacturer's specification on a rotation basis, with a Teardown Report provided to the Park District. Teardowns shall occur during December to February with Owner approval.
8. Ensure compressors are operating and maintained within manufacturer specifications.

### **Balance of Ice Rink Equipment**

#### **Type of Service**

1. Inspect for refrigerant leaks.
2. Check and test glycol concentration annually .
3. Check glycol levels monthly.
4. Check and adjust ammonia level using controller, solenoids and valves.
5. Inspect and report pressures and temperatures on equipment.
6. Maintain per manufacturer's instructions.

**END OF SECTION**

## HVAC SERVICES AGREEMENT

This HVAC Services Agreement (the “Agreement”), made this 1st day of June, 2024, by and between the Northbrook Park District, an Illinois park district (the “Park District”) with its principal place of business at 545 Academy Drive, Northbrook, Illinois, and \_\_\_\_\_, an Illinois corporation (the “Contractor”), with its principal place of business at \_\_\_\_\_ Illinois, collectively referred to as the “Parties” or individually as “Party.”

### WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

#### **1. Labor and Materials**

The Contractor shall provide all labor, equipment and materials required to complete the following work: HVAC Services (the “Work”), as indicated in the plans and specifications in the Project Manual for HVAC Services – All Buildings, Bid 2264, dated February 29, 2024, attached to and incorporated as part of this Agreement as **Exhibit A** (the “Project Manual”).

#### **2. Contract Documents**

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Information, Scope of Services, Schedule A and B of the Project Manual, Contractor’s Bid Form dated March 21, 2024 and attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor’s Certification, attached to and incorporated as part of this Agreement as **Exhibit B**, any addenda issued prior to the execution of this Agreement and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

#### **3. Term**

The term of this Agreement shall be for one (1) year, commencing on June 1, 2024 and expiring on May 31, 2025, unless terminated earlier pursuant to the terms of this Agreement (the “Term”). This Agreement may be renewed up to two (2), one-year extensions to the contract.

#### 4. Performance of Work; Warranty

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project site.

Contractor agrees to provide a one-year warranty on the Work in accordance with the Contract Documents.

#### 5. Extras

No claim for extras shall be allowed unless such claim shall be first submitted in writing to the Park District and approved in writing by an authorized agent of the Park District.

#### 6. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the **Preventative Maintenance Work** in strict accordance with the Agreement as follows:

Year 1: \$0 and 00/100 (\$0.00) per month (June 1, 2024 – May 31, 2025)

#### **Labor Rates for Repairs & Component Replacement and Parts & Materials Cost**

<b>LABOR</b> <b>Business Hours of 7:00am – 4:00pm</b>	<b>HOURLY RATE</b>
Lead Technician (Supervisor/Foreman)	\$
Apprentice	\$
Laborer	\$
Electrician	\$

<b>LABOR</b> <b>After Hours of 4:00pm – 7:00am, weekends and</b> <b>Park District holidays</b>	<b>HOURLY RATE</b>
Lead Technician (Supervisor/Foreman)	\$
Apprentice	\$
Laborer	\$
Electrician	\$

<b>PARTS &amp; MATERIALS</b> <b>Contractor's Percentage of Mark-Up for</b> <b>Parts &amp; Materials</b>	<b>PERCENTAGE</b>
Mark up shall not exceed 10%	10%

## **7. Payment**

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*). The Park District shall have the right to withhold payment in accordance with Section VIII of the General Conditions.

## **8. Cleaning Up**

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement in accordance with Section IV of the Scope of Services.

## **9. Safety of Persons and Property**

In addition to the terms set forth in Section V of the Scope of Services:

- A. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  1. employees engaged in the Work and other persons who may be affected thereby; and
  2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

- D. When the Contractor uses or stores hazardous materials or equipment or unusual methods are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. The Contractor shall promptly remedy damage and loss to the site of the Work caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

#### **10. Termination**

In addition to the Park District's right to terminate in accordance with Section VIII.1 of the Scope of Services, the Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

#### **11. Insurance**

Contractor shall obtain and maintain the insurance of the types and in the amounts in accordance with Section 5 of the General Information.

#### **12. Indemnification**

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with Section 6 of the General Information.

### **13. Compliance with Laws and Permits**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in the Instruction to Bidders and the General Information and Scope of Services. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

### **14. Choice of Law and Venue**

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Cook County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

### **15. No Third Party Beneficiary**

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

### **16. No Waiver**

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement.

Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

**17. Independent Contractor**

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

**18. Non-Assignment**

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

**19. Entire Agreement; No Amendment**

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

**20. Headings**

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

**21. Severability**

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

**NORTHBROOK PARK DISTRICT**

By:

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Attest:

By:

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**VENDOR**

By:

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Attest:

By:

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