

**REQUEST FOR PROPOSAL (RFP)**  
**DESIGN/BUILD SERVICES FOR THE NORTHBROOK WATER FILTRATION PLANT**  
**OFFICE & CONTROL ROOM HVAC REPLACEMENT**  
March 12, 2018

**Introduction:**

The Village of Northbrook ("***Village***") is requesting proposals for engineering and construction design/build services ("***Professional Services***"), which include but are not limited to, analyzing the building's current HVAC serving the 2<sup>nd</sup> floor Office, Control and other areas, assessment and design of a new energy efficient system with the capacity to serve the project area, preparation of drawings sufficient to obtain building permits from the Village of Northbrook, obtaining the necessary permits for construction, assisting the Village in the value engineering of the project, and constructing the approved improvements ("***Project***") for the construction of the new HVAC equipment. The specific Scope of Work is described below in this Request for Proposal ("***RFP***"). Respondents must be able to demonstrate previous experience with similar projects described herein. The submitted Proposal should include the firm's qualifications, project team, resumes, detailed scope of services/tasks, proposed schedule for the work, and not-to-exceed costs for completing the project specified below.

**Background:**

This section of the Village of Northbrook's Water Filtration Plant located at 750 Dundee Road, was constructed in 1992, is three stories, and is used primarily for administrative offices, equipment control and lab work by the Public Works department. The existing equipment and control system is original to the building. Attached are drawings that depict the HVAC system as it currently exists.

The daily staffing of the facility varies between 1 & 6 people. The areas served include a Laboratory, Rest Rooms, Vestibule, Lobby, Control (SCADA), Office-Storage (now Server), Supervisor Office, and Meeting/Break rooms. The stairwell and corridors are also served by the unit being replaced. The existing equipment consists of a 15 ton air handler/condenser combo, one gas heater (located in the main Attic supply trunk), four VAV boxes with electric reheat, and an outside air damper. The main system control box is in the attic and each zone has a 120V thermostat. Lastly, there are also two supplemental electric baseboard heaters in the Vestibule. Known issues include:

- The 15-ton Trane condenser (TTA180B400BB) has been running for many years at half its capacity with no noticeable negative affect. As such we believe the unit is oversized. A refrigerant leak has since developed in the working half of the condenser coil precipitating this RFP.
- The Trane air handling unit (TWE180B400BB) is operating but at the end of its life-cycle.
- The outside air damper has been disconnected and visually looks to be undersized. However, the authority having jurisdiction (AHJ) has determined that it's highly likely it can remain if repaired.
- Other issues we believe to be design related include:
  - Not enough heating and cooling capacity in the Supervisor's office.
  - Not enough cooling in the (SCADA) and office/storage (now Server & Copy) rooms.
- The 120V control system is antiquated, difficult to repair and getting parts is problematic.

**The Village wishes to install a new system capable of providing energy efficient heating and cooling to the areas noted.**

**Description of Proposed Project:**

The Contractor/Engineer shall develop, design, and construct the complete improvements. Work shall include but is not limited to:

- Prepare load calculations of individual areas to ensure the capability of all new equipment.

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- Determine what may be needed to meet code.
- Ensure all equipment will fit in the proposed areas and be accessible to service after installation.
- Determine if the gas and electrical supply is sufficient for new equipment. If not, include design and construction of new piping and other components necessary for the upgrade.
- Prepare draft construction documents for review by the Village when 75% completed.
- Prepare final construction drawings for the improvements including HVAC, electrical and if needed, structural drawings. Also include detail sheets if required by the Village. Final drawings must be signed by an Illinois licensed engineer who specializes in HVAC. Drawings must also be signed by an Illinois licensed architect or structural engineer if modifications are required to the building structure. Construction documents must meet all current code requirements, including local amendments. These can be found on the Village's website at: <http://www.northbrook.il.us>
- Obtain the necessary permits for the work.
- Construct the improvements in accordance with final approved construction documents and HVAC equipment manufacturer's specifications.
- Manage the construction process and provide daily oversight of the project.
- Coordinate work with Village staff.
- Provide as-built record drawings in both paper and electronic PDF and AutoCAD formats on a thumb drive upon completion of the project.
- If the base system controls are not designed as an open protocol BACnet compatible system, add as Alternate 1 on the Schedule of Prices (bid form).

Design and Construction will be funded entirely with Village of Northbrook municipal funds. No Federal or State funds will be used for construction. All construction activities must be paid at the appropriate prevailing wage rate and the contractor will be responsible for submitting certified payrolls for that portion of the project.

HVAC drawings of the Water Filtration Plant are attached to this RFP. Specifically, the Village is seeking to replace the faulty/inadequate HVAC equipment serving the areas noted above with easy to operate, efficient equipment. Construction work is expected to include:

**Base Services**

- Dismantle and remove the existing air handler, condenser, refrigeration and high and low voltage electrical piping, and all other obsolete equipment in need of replacement or elimination.
- Perform all structural modifications as required for installation new equipment. Including but not limited to: concrete foundation walls, air intake and exhaust openings, wall penetrations for conduits and concrete flooring/base.
- Relocation and/or alteration of all existing building systems as required to facilitate the installation of the new HVAC equipment, including but not limited to: electric panels and conduits, fire alarm/suppression systems, exhaust ducts, natural gas and refrigeration piping, lighting, ceiling and other systems.
- Installation of new HVAC equipment, conduits, connections, gas lines, air ducts, louvers, concrete pads, all high and low voltage wiring, and all other appurtenances in accordance with approved plans and specifications for a complete turnkey installation.
- Maintain fire wall ratings where penetrated.
- If applicable and approved by project manager, the contractor shall reuse or modify existing duct work and VAV boxes. If reuse/modification is part of the new design, specifically call out what elements are being reused and/or modified.
- Provide air balancing by a TAB certified testing and balancing company.
- Provide adjustments/modifications over a one (1) year period to fine tune the system as needed.
- Provide traffic control if a crane is necessary.

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- Where the following items are installed new (on the plant side/operations side of the wall) the products below shall be employed:
  - Conduit- Hot dipped galvanized and rigid
  - Misc. parts: Unistrut, strut supports, threaded, rod, anchors, straps, nuts, bolts, washers etc. shall be stainless steel. Zinc plated items will not be allowed.
  - The two bullet points above do not apply to equipment installed in the third floor attic or any of the areas being supplied by the new equipment.
- As it applies: Temporary protection, cleaning, safety, dumpsters and landscaping allowance.

The Village is looking to balance a low first cost along with employee comfort and long-term life-cycle costs.

**Instructions to Proposers:**

**Preparation of Proposals**

All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

**Clarifications**

Village reserves the right to make clarifications, corrections, or changes in this RFP at any time prior to the time proposals are opened. All proposers or prospective proposers will be informed of said clarifications, corrections, or changes.

**Bonds**

The Vendor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, in amount of the Contract Price.

**Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

**Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal. Local permit fees will be waived.

**Site Visit and Pre-Proposal Meeting**

A **mandatory** site visit and pre-proposal meeting will be held at the Water Filtration Plant (located at 750 Dundee Road, Northbrook, IL 60062) at 10:00 a.m. on **March 20, 2018**. An optional walkthrough will be held on March 27 at 10AM. No provisions will be made for additional walk-throughs before or after these dates.

**Delivery of Proposals**

Please submit **three (3) paper copies** of your proposals in a sealed envelope plainly marked with the title of the project and firm's full legal name to the **Northbrook Public Works Center, Attention: Mark Kischner**,

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**655 Huehl Road, Northbrook, Illinois 60062, no later than 10:00 A.M., April 4, 2018.** This must include an **overall not-to-exceed cost** for the base level and alternate services for the Project. In addition, please submit one (1) thumb drive containing your proposal. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

**Freedom of Information Act**

All information submitted to the Village in response to this Request for Proposals shall be deemed a public record and will be subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140 *et seq.*) subsequent to the award of the contract. Proposers are advised that Section 7(1)(g) of that Act exempts the following from disclosure:

Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

Proposers desiring to have portions of their proposals considered exempt are advised to mark these portions accordingly.

**Withdrawal of Proposals**

No proposal shall be withdrawn for a period of 90 days after the opening of any proposal.

**Rejection of Proposals**

Proposals that are not prepared in accordance with these Instructions to Proposers may be rejected. If not rejected, Village may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Proposers.

**Acceptance of Proposals**

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the Proposers.

The Village reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Village and to the public based on the evaluation factors in this RFP; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely upon, or anticipate, such waivers in submitting their proposal.

**Evaluation of Proposals:**

The submitted proposals will be reviewed and selected based upon factors in this RFP and including the following:

- (1) Experience on projects and plans with references (name, title, address, phone, e-mail & fax numbers) within the last three years only;
- (2) Firm Information (size, location, history, resources, etc.);
- (3) Design/Build Team (Project lead, architect, engineers, general and subcontractors);

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- (4) Specifically which entity will be the lead and execute the contract with the Village.
- (6) Qualifications (resumes) of personnel assigned to work on the project (project team), organizational chart, etc.;
- (7) Ability to meet project deadlines (provide schedule with work items/staff hours needed, critical path items, etc.);
- (8) Completeness of project approach (detailed scope of services/tasks, etc.)
- (9) Any additional services/tasks not identified in this RFP that the consultant believes will improve the project, reduce costs and time, etc.; and
- (10) Overall not-to-exceed cost. Cost proposals shall be completed on the Village's attached form.
- (11) Include with the RFP proposal:
  - a. A detailed proposal outlining the new system design
  - b. An explanation of the control system
  - c. Cut sheets of the proposed equipment
  - d. First cost proposal
  - e. A cradle-to-grave life-cycle cost evaluation that includes projected equipment life, first cost, maintenance costs over the life of the equipment, disposal, and energy costs at \$.10 cent per kWh.
  - f. On the Schedule of Prices: The proposed number of calendar days it will take to complete the project from the time the notice to proceed is issued to the time the system is operational.

Follow-up discussions may be conducted with several firm(s) to resolve any questions, finalize the scope of work and agreement on final not-to-exceed costs as a means to recommend final selection to the Board of Trustees.

**Anticipated Schedule:**

It is the intent to begin the Project immediately upon execution of a Contract with the chosen Vendor and be completed on the date to be determined with vendor based on negotiated scope of work and approved schedules. The anticipated completion 2018 dates for the respective phases of the Project will be as follows:

**Bidding & Award**

- Mandatory pre-bid walkthrough – March 20
- Optional walkthrough – March 27
- Last day for Bidder Questions – March 29
- Bid due – April 3
- Vendor interviews completed by April 10
- Village Board approval - April 24
- NTP issuance – April 25

**Design Development**

- Start – April 26
- Preliminary Design complete – May 11

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- Village comments returned to contractor – May 18
- Final design complete – May 25
- Permit application and equipment order submitted no later than – May 26

**Construction**

- Begin Construction – Upon final design approval and receipt of Village issued building permit.
- Complete Construction – To be determined with vendor based on the calendar days noted on the Schedule of Prices, (potential) negotiated scope of work, delivery time of equipment, and approved schedules.

Upon award of a contract, the Village and Vendor will agree to a finalized schedule. Separate notices to proceed will be issued for each phase of the Services. Vendor shall not proceed with a phase unless and until a notice to proceed from the Village has been received.

**Form of Contract:**

The Village uses a standard Contract (with appropriate project description inserts/details) for consultant and construction services, which the successful firm must execute. A copy of the form of Contract is included in the Appendix. **Any requested modifications that the consultant plans to request to be made to the standard Contract must be noted in the consultant's Proposal.** The Village will take these requests under consideration in the review process. Changes requested after the submission of the proposal will not be considered.

**Appendix:**

- Cost Proposal Form (Schedule of Prices) - Attachment A
- Form of Standard Design/Build Contract.
- Drawings of existing Water Filtration Plant HVAC blueprints labeled as drawings 5237DC-H 1, 3, 4, & 5. Note: The plans are thought to be accurate. Bidders are advised to verify their accuracy prior to submitting their bid.

**Questions:**

If you have any questions or need additional information regarding this RFP, contact Mark Kischner, Facilities Manager at [mark.kischner@northbrook.il.us](mailto:mark.kischner@northbrook.il.us). Pertinent inquiries that could impact the response to this RFP will be answered in writing and circulated to all entities who have received a copy of this RFP. No questions will be answered after 3-29-18.

# APPENDIX

### **SCHEDULE OF PRICES**

Fill out each line item for providing, performing, and completing all Work as noted in the RFP and Contract.

<b>REQUEST FOR PROPOSAL (RFP)</b> <b>DESIGN/BUILD SERVICES FOR THE NORTHBROOK WATER FILTRATION PLANT</b> <b>OFFICE HVAC REPLACEMENT</b>		
<b>Base Services</b>		
Item	Item Description	Total Not To Exceed Cost
1.	Base bid work as described	\$
2.	Alternate 1 – Upgrade Control System	\$
3.	Days to Complete After NTP	
A.	Voluntary Alternate 1 –	\$
B.	Voluntary Alternate 2 –	\$
	Other -	
	<b>Total of All Services:</b>	<b>\$</b>

If the model above does not work for your proposed solution edit the above as needed and include detailed explanation regarding proposed solution.



**CONTRACT BETWEEN**  
**VILLAGE OF NORTHBROOK**  
**AND**  
***[NAME OF CONSULTANT/CONTRACTOR]***  
**DESIGN/BUILD SERVICES FOR THE**  
**NORTHBROOK WATER FILTRATION PLANT OFFICE/CONTROL ROOM HVAC**  
**REPLACEMENT**

**CONTRACT BETWEEN**  
**VILLAGE OF NORTHBROOK**  
**AND**  
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**REPLACEMENT**

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**CONTRACT BETWEEN**  
**VILLAGE OF NORTHBROOK**  
**AND**  
**[NAME OF CONSULTANT/CONTRACTOR]**  
**DESIGN/BUILD SERVICES FOR THE**  
**NORTHBROOK WATER FILTRATION PLANT OFFICE/CONTROL ROOM HVAC**  
**REPLACEMENT**

In consideration of the mutual promises set forth below, the Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, a home rule municipal corporation ("Owner"), and **[Name and Address of Consultant/Contractor]** ("Contractor"), make this Contract as of the **[Date]**, and hereby agree as follows:

**ARTICLE I**  
**THE WORK**

**1.1 Performance of the Work**

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Design Services. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, and services necessary to design ("Design Services") the Project for the Work Site, both as defined in Attachment A, in accordance with the terms of this Contract, the Scope of Services attached hereto as Attachment B and the Special Project Requirements attached hereto as Attachment D.

2. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, in accordance with the Final Design approved in accordance with the Scope of Services and the Special Project Requirements.

3. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

4. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

5. Taxes. Pay all applicable federal, state, and local taxes.

6. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections,

and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

7. Quality. Provide, perform and complete all of the foregoing in a proper, professional, and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials and supplies.

## **1.2 Commencement and Completion Dates**

A. Commencement and Completion Dates. Contractor shall commence the Work not later than the "Commencement Date" set forth in Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date," and all Interim Dates set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

B. Construction Commencement Date. Notwithstanding anything to the contrary in Subsection 1.2A of this Contract, Contractor shall not commence construction of the Project until Owner has approved the Final Drawings.

## **1.3 Required Submittals**

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Signature and Seal. All submittals provided by Contractor to Owner pursuant to the Scope of Services, including without limitation, all drawings, calculations, specifications, certifications, shop drawings and other submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants, agents, and assigns shall be entitled to rely upon the adequacy, accuracy and completeness of the Design Services, certifications and approvals performed by such design professionals.

C. Deviations. All submittals that contain deviations from this Contract shall be accompanied with a report identifying such deviations and an explanation for each deviation. No deviations shall be deemed accepted by Owner unless explicitly accepted by Owner in a Change Order.

D. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Three 24" x 36" prints of each drawing shall be provided. All drawings shall be

clearly marked in the lower right-hand corner with the project name and names of Owner and Contractor and latest revision date.

E. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

F. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

#### **1.4 Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide professional services, workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

#### **1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation

in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from the Contract.

#### **1.6 Technical Ability to Perform**

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### **1.7 Financial Ability to Perform**

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### **1.8 Time**

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

### **1.9     Safety at the Work Site**

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

### **1.10   Cleanliness of the Work Site and Environs**

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

### **1.11   Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

### **1.12   Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full



compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

#### **1.13 Simultaneous Work By Others**

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

#### **1.14 Occupancy Prior to Final Payment**

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

#### **1.15 Owner's Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II**

### **CHANGES AND DELAYS**

#### **2.1 Changes**

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Any Change Order that authorizes or necessitates an increase in fifty per cent or more in (a) the original Contract Price or (b) the original prices of any subcontractor under this Contract, shall be subject to bidding in the same manner as the original Contract or subcontract was bid.

#### **2.2 Delays**

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

## **ARTICLE III**

### **CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

#### **3.1 Inspection; Testing; Correction of Defects**

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

### **3.2 Warranty of Work**

A. **Scope of Warranty for Design Services.** Contractor warrants that the Design Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract; and shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Design Services. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. **Corrections to Design Services.** Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Contractor shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Design Services necessary as a result of Contractor's errors, omissions, negligent acts, or failure to meet the warranties in Section 3.2A.

C. **Scope of Warranty for Work Other than Design Services.** Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

D. **Length of Warranty; Repairs; Extension of Warranty.** Contractor shall, promptly and without charge, correct any failure to fulfill the above warranties that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment C or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2D relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

E. **Subcontractor and Supplier Warranties.** Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### **3.3 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from

Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

### **3.4 Risk of Loss.**

The Work and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Contractor. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's errors, omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Work as a result of any such errors, omissions, negligent acts or failure to meet warranty. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.4 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless or reimburse Contractor for such damages, losses or costs.

## **ARTICLE IV FINANCIAL ASSURANCES**

### **4.1 Bonds**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

### **4.2 Insurance**

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion, however, the Work may not begin until such policies are submitted. Such policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

### **4.3 Indemnification**

Contractor shall indemnify, save harmless, and defend Owner and all of its elected and appointed officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys'

fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner. The provision of insurance as provided in this Contract shall not be a limit on the Contractor's obligation under this Section 4.3.

## **ARTICLE V** **PAYMENT**

### **5.1     Contract Price**

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

### **5.2     Taxes and Benefits**

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

### **5.3     Progress Payments**

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Certified Payroll Records. Contractor shall submit to Owner, on a monthly basis, the certified payroll records required by Section 5 of the Prevailing Wage Act, as amended, 820 ILCS 130/5.

D. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for

the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### **5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

#### **5.5 Liens**

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.



C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## **5.6 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## **ARTICLE VI DISPUTES AND REMEDIES**

### **6.1 Dispute Resolution Procedure**

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies

Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

## **6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

## **6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.



3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Special Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time or in accordance with the Project Schedule, as such times may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

#### **6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

## **ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1     Binding Effect**

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

### **7.2     Relationship of the Parties**

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

### **7.3     No Collusion/Prohibited Interests**

A. No Collusion. Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

B. Prohibited Interests. Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

#### **7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

#### **7.6 Ownership of Contract Drawings**

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Contractor in connection with any or all of the Design Services (collectively, the "Design Documents"), including the Final Design, shall be and remain the property of Owner. At Owner's request, or upon termination of this Contract, the Design Documents shall be delivered promptly to Owner. Contractor shall have the right to retain copies of the Design Documents for its files. Contractor shall maintain files of all Design Documents unless Owner shall consent in writing to the destruction of the Design Documents. Contractor shall make, and shall cause all of its subcontractors to make, the Design Documents available for Owner's review, inspection and audit during the entire term of the Contract and for three years after termination of the Contract; provided, however, that prior to the disposal or destruction of the Design Documents by Contractor or any of its subcontractors following said three year period, Contractor shall give notice to Owner of any Design Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Contractor or any of its subcontractors not to dispose of or destroy said Design Documents and to require Contractor or any of its subcontractors to deliver same to Owner, at Owner's expense.

#### **7.7 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

## **7.8 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

## **7.9 Notices**

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Northbrook - Public Works  
665 Huehl Road  
Northbrook, Illinois 60062  
Attention: Mark Kischner

with a copy to:

Holland & Knight, LLP  
131 South Dearborn Street, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Barbara A. Adams

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

***[Name and Address of Consultant/Contractor]***  
Attention: ***[Contact Person]***

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

## **7.10 Governing Laws**

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

## **7.11 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

## **7.12 Compliance with Laws, Grants and Loans**

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages in effect as of the date of this Contract has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant or loan received by Owner or Contractor with respect to this Contract or the Work.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Contractor and its employees, agents, and subcontractors will comply with the Owner's Standard Operating Procedure No. 11-057 "No Weapons" effective May 13, 2014 at all times during the performance of the Work.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

## **7.13 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be

supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

#### **7.14 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

#### **7.15 Severability**

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

#### **7.16 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its subcontractors' or any other person or to regulate the Work, the Work Site or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of or require Owner to issue any license or permit to Contractor or any subcontractor.

#### **7.17 Amendments**

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

**VILLAGE OF NORTHBROOK**

By: \_\_\_\_\_  
Debbie Ford

By: \_\_\_\_\_  
Richard A. Nahrstadt

Title: Village Clerk

Title: Village Manager

Attest/Witness:

***[CONSULTANT/CONTRACTOR]***

By: \_\_\_\_\_  
[Company's Witness]

By: \_\_\_\_\_  
[Legal Signatory for Company]

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

### CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 et seq.; (ii) a violation of either Section 33E-3 or Section 33E-4 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
[Company's Witness]

By: \_\_\_\_\_  
[Legal Signatory for Company]

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018.

My Commission Expires: \_\_\_\_\_

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

[SEAL]



## **ATTACHMENT A**

### **SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

1. **Project:**

Design/Build Services for replacement of the office/control room HVAC at the Water Filtration Plant.

2. **Work Site:**

750 Dundee Road, Northbrook, Illinois 60062.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, no exceptions. Owner will waive permit fees for Owner-issued permits.

4. **Commencement Date:**

The date of execution of the Notice to Proceed, sent by Owner.

5. **Interim Dates:**

**Bidding & Award**

- Mandatory pre-bid walkthrough – March 20
- Optional walkthrough – March 27
- Last day for Bidder Questions – March 29
- Bid due – April 3
- Vendor interviews completed by April 10
- Village Board approval - April 24
- NTP issuance – April 25

**Design Development**

- Start – April 26
- Preliminary Design complete – May 11
- Village comments returned to contractor – May 18
- Final design complete – May 25
- Permit application and equipment order submitted no later than – May 26

**Construction**

- Begin Construction – Upon final design approval and receipt of Village issued building permit.

6. **Construction Completion Date:**

To be determined with vendor based on the calendar days noted on the Schedule of Prices, (potential) negotiated scope of work, delivery time of equipment, and approved schedules.

7. **Insurance Coverages:**

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented not less than:

(1) Bodily Injury:

\$1,000,000 per person

\$1,000,000 per occurrence

(2) Property Damage:

\$1,000,000 per occurrence

\$1,000,000 aggregate

All employees shall be included as insureds.

C. Professional Liability Insurance with a limit of liability of not less than \$2,000,000 per occurrence and covering Contractor against all sums that Contractor may be obligated to pay on account of any liability arising out of the Contract.

D. Comprehensive General Liability with coverage written on an "occurrence" basis and with "per project" limits no less than:

(1) General Aggregate: \$5,000,000

(2) Bodily Injury:

\$1,000,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$1,000,000 aggregate.

(4) Other Coverages: None

Coverages shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- E. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement, and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

- F. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

G. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$5,000.

H. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Comprehensive Motor Vehicle Liability  
Comprehensive General Liability

The Additional Insured endorsement shall identify Owner as follows:

The Village of Northbrook, Illinois and all of its elected and appointed officials, officers, employees, attorneys, agents, and representatives.

I. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured	Policy or Policies
<u>None</u>	_____
_____	_____
_____	_____

8. **Contract Price:**

#### **SCHEDULE OF PRICES**

A. **LUMP SUM CONTRACT**

##### **Base Proposal – (Design, Installation, and Testing of HVAC Equipment)**

For providing, performing, and completing all Work as noted in the RFP and Contract.

TOTAL CONTRACT PRICE:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in writing) (in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(in figures) (in figures)

**Alternate 1 Proposal – (Upgrade Control System)**

For providing, performing, and completing all Work as noted in the RFP and Contract.

TOTAL CONTRACT PRICE:

_____	Dollars and _____	Cents
(in writing)	(in writing)	
_____	Dollars and _____	Cents
(in figures)	(in figures)	

**Voluntary Alternate 1 Proposal –**

For providing, performing, and completing all Work as noted in the RFP and Contract.

TOTAL CONTRACT PRICE:

_____	Dollars and _____	Cents
(in writing)	(in writing)	
_____	Dollars and _____	Cents
(in figures)	(in figures)	

**Voluntary Alternate 2 Proposal –**

For providing, performing, and completing all Work as noted in the RFP and Contract.

TOTAL CONTRACT PRICE:

_____	Dollars and _____	Cents
(in writing)	(in writing)	
_____	Dollars and _____	Cents
(in figures)	(in figures)	

- B. Any items of Work not specifically listed or referred to in the Schedule of Prices shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

9. **Progress Payments:**

- A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

- B. Value of Work. The Value of the Work shall be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall

be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

10. **Per Diem Administrative Charge:**

Two Hundred and Fifty Dollars (\$250.00)

**ATTACHMENT B**  
**SCOPE OF SERVICES**

**1. Overall Objective.**

The Village of Northbrook's second addition to the Water Filtration Plant ("WFP"), located at 750 Dundee Road, was constructed in 1992, and is used for primarily for administrative offices, laboratory work and control of plant equipment by Public Works Personnel.

The daily staffing of the facility varies between 1 and 6 people. The section of the building where the work will take place has 3 above ground floors. The 3<sup>rd</sup> floor is used primarily for file and material storage and it houses the air handler, outside air intake and the main unit controls. The second floor houses an office, laboratory, control and server rooms, washrooms, a hallway, and a break room. The first floor consists of a vestibule and hallway.

**The Village wishes to install a new HVAC system capable of heating and cooling the served areas in an efficient manner.**

**2. Design Services.**

A. Description of the Design Services. The Design Services shall be consistent with the RFP dated March 12, 2018 in Attachment C and shall accomplish the goals of the Owner provided in the Contract. The Design Services shall include the following:

- I. Based on the RFP, Contractor shall prepare specifications, drawings, sketches, analysis, graphics, and other documents that provide clear and concise direction for construction of the improvements to be used by the Contractor, after Owner approval, to construct the Work.
- II. Provision of choices to the Owner of HVAC manufacturer/model, related equipment and installation options. Include all modifications to the building and grounds necessary to facilitate the proposed installation.
- III. Detailed descriptions of how the new HVAC and related equipment will be installed and serve the noted areas of the facility.

B. Design Development Process.

- I. Schematic Design. Based on the RFP in Attachment C, Contractor shall propose to Owner a design of the Work that includes, without limitation:
  - a. HVAC and electrical engineered and Architectural renderings
  - b. Complete engineered retrofit/replacement including structural and civil disciplines where required
  - c. Modifications related to structural and non-structural changes, air intake/exhaust venting, natural gas supply, electrical, HVAC, and



other existing interior and exterior structures and equipment affected by the proposed improvement.

- d. All other pertinent and appropriate recommendations and requirements needed to install and operate the new HVAC equipment and related systems in a code compliant manor that follows industry best practices.
- e. Supply the Village with plans as needed for permit and specs and cut sheets for all installed equipment and materials.

II. Preliminary Design. Contractor shall prepare drawings, sketches, power load and heat and cooling analysis, graphics and other documents that provide clear and concise direction for construction of the Work. Preliminary sets of drawings and preliminary specifications shall be provided to Owner for comment and approval before final construction documents, drawings, and complete specifications are developed. Contractor shall meet with Owner to discuss alterations to the preliminary construction documents prior to development of the Final Design.

III. Final Design. Upon Owner's approval of the preliminary construction documents, Contractor shall complete the Final Design, which shall include final construction documents, drawings, and specifications. The Final Design shall show the general scope, extent and character of the work to be furnished and performed during the construction phase. The drawings in the Final Design shall conform to Owner's Architectural Drawing Requirements for Interior Commercial, Office and Industrial Alterations Permit Submittals. The Final Design must meet and be consistent with all current code requirements, including local code amendments adopted by Owner. The Final Design shall include as it applies:

- a. All demolition plans;
- b. All site plans;
- c. All building plans, sections, and elevations;
- d. All structural systems;
- e. All major building systems, including but not limited to mechanical, electrical, natural gas, plumbing, data cabling, fire protection and detection systems and finishes; as they apply to the project.
- f. Specifications or sufficient drawing notes describing proposed equipment and materials; and
- f. Quality levels for all equipment and materials and systems to be included in the Work.

- g. Supply the Village with plans as needed for permit and specs and cut sheets for all proposed equipment and materials.

C. Commencement of Design Services. Contractor shall commence the Design Services within 1 day of receiving the Notice to Proceed (NTP) ("*Design Commencement Date*"), diligently and continuously prosecute the Design Services until the completion of the Design Services, meet all Interim Dates, and complete the Final Design by the Final Design Completion Date. In addition, Contractor shall continue to perform any additional Design Services that may be necessary after the Final Design is accepted pursuant to Section 2.B.III of this Attachment to correct any errors or omissions in the Final Design, or to revise the Final Design as may be necessary so that the Final Design and the Work fully comply with the Contract.

D. License Required. All Design Services must be performed by individuals lawfully and appropriately licensed to provide the Design Services.

E. Reporting. Contractor shall regularly report to Owner regarding the progress of the Design Services during the term of this Contract.

F. Incorporation of the Final Design into the Contract. The Final Design shall be incorporated into the Contract upon Owner's approval thereof, and Contractor shall be required to provide all remaining Work in accordance with the Final Design except for as specifically specified in the Contract or in accordance with a Change Order. Owner's approval of the Final Design shall not relieve Contractor of its responsibilities to meet the warranty required by this Contract.

G. Deviations. The approval of any submittal by Owner pursuant to this Section 2 shall not be deemed approval of any deviations from the Contract. No deviations shall be deemed accepted by Owner unless explicitly accepted by Owner in a Change Order.

H. Certifications. Upon Owner's written request, Contractor shall obtain from all architects, consultants, contractors, and subcontractors that provide the Design Services, or any part thereof, and furnish to Owner, certifications with respect to the documents and Design Services provided by the architect, consultant, contractors, or subcontractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Contract, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Contractor's architects, consultants, contractors, and subcontractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### **3. Components of Base Proposal Services.**

Owner seeks to replace the existing HVAC system capable of providing efficient heating and cooling to all areas noted. Construction work is expected to include:

Description of Proposed Project:

The Contractor/Engineer shall develop, design, and construct the complete improvements. Work shall include but is not limited to:

- Prepare load calculations of individual areas to ensure the capability of all new equipment.
- Determine what may be needed to meet code.
- Ensure all equipment will fit in the proposed areas and be accessible to service after installation.
- Determine if the gas and electrical supply is sufficient for new equipment. If not, include design and construction of new piping and other components necessary for the upgrade.
- Prepare draft construction documents for review by the Village when 75% completed.
- Prepare final construction drawings for the improvements including HVAC, electrical and if needed, structural drawings. Also include detail sheets if required by the Village. Final drawings must be signed by an Illinois licensed engineer who specializes in HVAC. Drawings must also be signed by an Illinois licensed architect or structural engineer if modifications are required to the building structure. Construction documents must meet all current code requirements, including local amendments. These can be found on the Village's website at: <http://www.northbrook.il.us>
- Obtain the necessary permits for the work.
- Construct the improvements in accordance with final approved construction documents and HVAC equipment manufacturer's specifications.
- Manage the construction process and provide daily oversight of the project.
- Coordinate work with Village staff.
- Provide as-built record drawings in both paper and electronic PDF and AutoCAD formats on a thumb drive upon completion of the project.
- Dismantle and remove the existing air handler, condenser, refrigeration and high and low voltage electrical piping, and all other obsolete equipment in need of replacement or elimination.
- Perform all structural modifications as required for installation new equipment. Including but not limited to: concrete foundation walls, air intake and exhaust openings, wall penetrations for conduits and concrete flooring/base.
- Relocation and/or alteration of all existing building systems as required to facilitate the installation of the new HVAC equipment, including but not limited to: electric panels and conduits, fire alarm/suppression systems, exhaust ducts, natural gas and refrigeration piping, lighting, ceiling and other systems.
- Installation of new HVAC equipment, conduits, connections, gas lines, air ducts, louvers, concrete pads, all high and low voltage wiring, and all other appurtenances in accordance with approved plans and specifications for a complete turnkey installation.
- Maintain fire wall ratings where penetrated.

- If applicable and approved by project manager, the contractor shall reuse or modify existing duct work and VAV boxes. If reuse/modification is part of the new design, specifically call out what elements are being reused and/or modified.
- Provide air balancing by a TAB certified testing and balancing company.
- Provide adjustments/modifications over a one (1) year period to fine tune the system as needed.
- Provide traffic control if a crane is necessary.
- Where the following items are installed new (on the plant side/operations side of the wall) the products below shall be employed:
  - Conduit- Hot dipped galvanized and rigid
  - Misc. parts: Unistrut, strut supports, threaded, rod, anchors, straps, nuts, bolts, washers etc. shall be stainless steel. Zinc plated items will not be allowed.
  - The two bullet points above do not apply to equipment installed in the third floor attic or any of the areas being supplied by the new equipment.
- As it applies: Temporary protection, cleaning, safety, dumpsters and landscaping allowance.
- All other tasks necessary for a complete turnkey upgrade of the HVAC unit and related equipment.
- Testing of new HVAC equipment as a system to ensure all components perform together as designed.
- Village staff training of new unit.

#### **4. Components of Alternate Proposal Services.**

If the base system controls are not designed as an open protocol BACnet compatible system, add as Alternate 1 on the Schedule of Prices (bid form). BACnet system must be capable of interfacing with a BACnet based building automation system.

**ATTACHMENT C –**  
**RFP DATED MARCH 12, 2018**

## **ATTACHMENT D**

### **SPECIAL PROJECT REQUIREMENTS**

1. Construction Observation. Contractor shall provide a representative from the design team to observe the construction of the Work at regular intervals, not less than once per week; such representative to be accessible to Owner at all times. On the basis of such observation, Owner may reject Work while in progress that does not conform to the construction documents or will compromise the integrity of the design concept.
2. Construction Records; As-Built. Contractor shall prepare and keep accurate records throughout the performance of the Work. The appropriate design professional shall prepare and seal As-Built drawings and submit one paper copy and one electronic copy in PDF and AutoCAD format to Owner within 30 days after the completion of the construction and Final Acceptance.
3. Use of Work Site. Contractor's use of the Work Site is limited by Owner's needs. Contractor shall allow for Owner occupancy and continued operations, as well as use by the public.
  - A. Contractor shall keep all driveways and entrances serving the Work Site clear and available to Owner, Owner's employees, and the public at all times. Contractor may not use these areas for parking or storage of materials without written consent of the Owner. Contractor must schedule deliveries to minimize space and time requirements for storage of materials and equipment at the Work Site.
  - B. Contractor shall move all stored materials or equipment which interferes with the operations of Owner or other contractors.
  - C. All Work at the site must be performed on weekdays between the hours of 7:00 a.m. and 4:00 p.m. In the event that Contractor needs to perform Work outside of these hours, Contractor must obtain Owner's prior approval, which approval Owner may withhold in its sole discretion.
  - D. Work Limitations:
    - i. All spaces where work will be done may be occupied by Owner's personnel unless agreed to in writing beforehand.
    - ii. Contractor must schedule and perform Work in such a manner so as not to disrupt existing electrical, plumbing, mechanical and other systems that are required during regular business hours. Contractor must provide Owner with a minimum 48-hours' notice before starting demolition of any area that may disturb Owner's operations.
    - iii. Contractor must maintain required exits and exit pathways at all times unless agreed to in writing beforehand.
4. Owner Occupancy. Owner will occupy the WFP during the entire construction period. Contractor must cooperate with Owner during the Work to minimize conflicts and to

facilitate usage of the facility and Work Site. Contractor shall perform the Work so as not to interfere with Owner's operations. Existing systems in the must remain functional at all times. Should there be a need to interrupt any services or systems to perform the Work; contractor must obtain prior written approval from Owner.

5. Clean Up. Rubbish and debris resulting from the Work shall be collected and properly disposed of away from the Work Site. If Owner is required to perform cleaning as a result of the Contractor's lack of cleaning, Owner may perform the required cleaning and charge Contractor at a rate of three times the cost of the cleaning, including, without limitation, labor and material costs.
6. Key Personnel and Contact Information. Five days prior to starting construction operations, Contractor shall submit a list of key personnel assignments, including superintendent and other personnel in attendance at Work Site. The list must identify individuals and their duties and responsibilities; and list addresses and telephone numbers, including home, cell, and office telephone numbers. Contractor shall also provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individual assigned to the Work.

# APPENDIX



**Appendix 1**

**Ordinance 2017-23**

**An Ordinance Ascertaining the Prevailing Rate of Wages in Cook County**

Passed by the Board of Trustees, 6/27/2017  
Printed and Published 6/28/2017

Printed and Published in Pamphlet Form  
by Authority of the  
President and Board of Trustees  
VILLAGE OF NORTHBROOK  
COOK COUNTY, ILLINOIS

I hereby certify that this document  
was properly published on the date  
stated above.

/s/ Debra J. Ford \_\_\_\_\_  
Village Clerk

## Ordinance 2017-23

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

### **An Ordinance Ascertaining the Prevailing Rate of Wages in Cook County**

shall be, and is hereby, adopted as follows:

#### Section 1. BACKGROUND

The State of Illinois has enacted the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (2012) ("**Act**"). The Act requires that the Village of Northbrook ("**Village**") investigate and ascertain the prevailing rate of wages for laborers, mechanics and other workers in Cook County employed in performing construction of public works for the Village. Any term appearing in this Ordinance that is also used in the Act shall have the same meaning as that ascribed to it in the Act.

#### Section 2. WAGE RATE DETERMINATION

To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained and determined to be the same as the prevailing rate of wages for construction work in Cook County as determined by the State of Illinois Department of Labor as of June 2017. A copy of that determination is attached hereto, and by this reference incorporated herein, as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages in Cook County by the State of Illinois Department of Labor shall supersede the Department of Labor's June 2017 determination and apply to any and all public works construction undertaken by the Village. The most recent revisions to the prevailing rate of wages in Cook County by the Illinois Department of Labor are available for access by the public on the Department's official website.

#### Section 3. PUBLIC WORKS CONSTRUCTION

Nothing herein contained shall be construed to apply the general prevailing rate of wages for Cook County as herein ascertained to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

#### Section 4. PUBLIC POSTING

The Village Clerk is hereby directed to publicly post or keep available for inspection by any interested party in the main office of the Village the determination of the prevailing rate of wages for Cook County as set forth in this Ordinance.

#### Section 5. FILING, PUBLICATION

The Village Manager is hereby directed to:

(a) promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

(b) cause a notice of this determination to be published in a newspaper of general circulation within the area, within thirty (30) days of its filing with the Department of Labor of the State of Illinois.

(c) mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rate.

(d) attach a copy of this determination or of the revised determination of prevailing rate of wages then in effect to all public works construction contracts.

Section 6. EFFECTIVE DATE.

This Ordinance shall be in effect upon its passage, approval, and publication in the manner provided by law.

Adopted: 6/27/2017

<b>RESULT:</b>	<b>ADOPTED BY CONSENT VOTE [UNANIMOUS]</b>
<b>MOVER:</b>	James Karagianis, Trustee
<b>SECONDER:</b>	Muriel Collison, Trustee
<b>AYES:</b>	Collison, Han, Karagianis, Ciesla, Israel, Frum
<b>ABSENT:</b>	A.C. Buehler

ATTEST:

/s/ Sandra E. Frum  
Village President

/s/ Debra J. Ford  
Village Clerk

**VILLAGE OF NORTHBROOK  
CONTRACT FOR DESIGN/BUILD SERVICES FOR THE NORTHBROOK WATER  
FILTRATION PLANT OFFICE/CONTROL ROOM HVAC REPLACEMENT**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that **[CONTRACTOR NAME AND ADDRESS]**, as Principal, hereinafter called Contractor, **[SURETY COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[STATE]**, hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, as Obligee, hereinafter called Owner, in the full and just sum of **[CONTRACT PRICE]** Dollars (\$**[CONTRACT PRICE]**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated **[DATE]**, with Owner entitled "Contract Agreement Between Village of Northbrook and **[CONTRACTOR NAME]** for the Design/Build Services for the Northbrook Water Filtration Plant Office/Control Room HVAC Replacement, the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the design/build services for the Northbrook Water Filtration Plan HVAC Replacement outlined in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to

**PERFORMANCE BOND**

the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2018.

Attest/Witness:

Principal: **[NAME OF CONTRACTOR]**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]**

Title: \_\_\_\_\_

Title: **[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**VILLAGE OF NORTHBROOK  
CONTRACT FOR DESIGN/BUILD SERVICES FOR THE  
NORTHBROOK WATER FILTRATION PLANT OFFICE/CONTROL ROOM HVAC  
REPLACEMENT**

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that **[CONTRACTOR NAME AND ADDRESS]**, as Principal, hereinafter called Contractor, **[SURETY COMPANY NAME AND ADDRESS]**, as Surety, a corporation organized and existing under the laws of the State of **[STATE]**, hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, as Obligee, hereinafter called Owner, in the full and just sum of **[CONTRACT PRICE]** Dollars (**[\$[CONTRACT PRICE]**), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated **[DATE]**, with Owner entitled "Contract Agreement Between Village of Northbrook and **[CONTRACTOR NAME]** for the Design/Build Services for the Northbrook Water Filtration Plant Office/Control Room HVAC Replacement, the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the design/build services for the Northbrook Water Treatment Plant Office/Control Room HVAC Replacement outlined in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may

PAYMENT BOND

prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, §§ 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2018.

Attest/Witness:

Principal: **[NAME OF CONTRACTOR]**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]**

Title: \_\_\_\_\_

Title: **[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

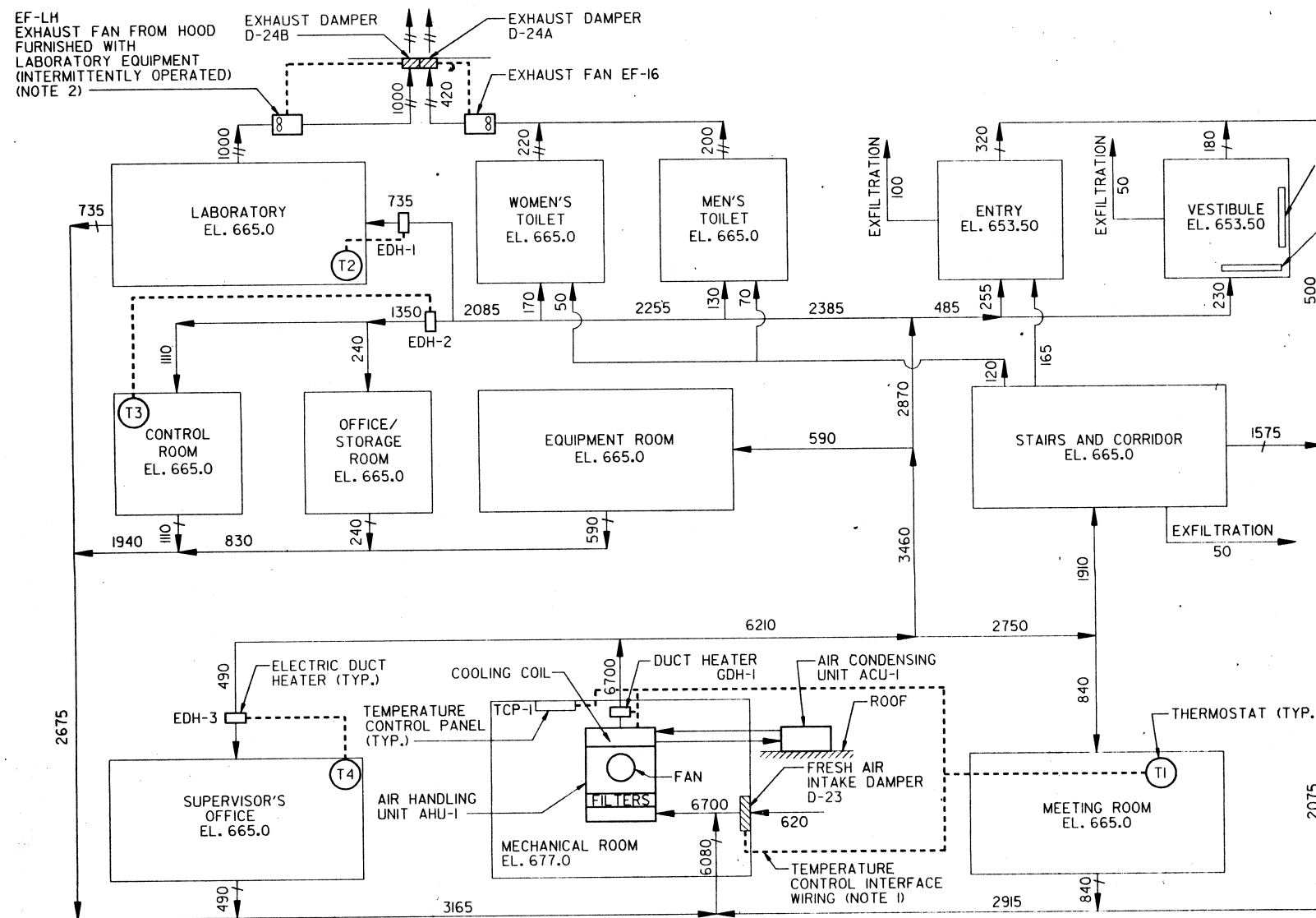
By: \_\_\_\_\_

By: \_\_\_\_\_

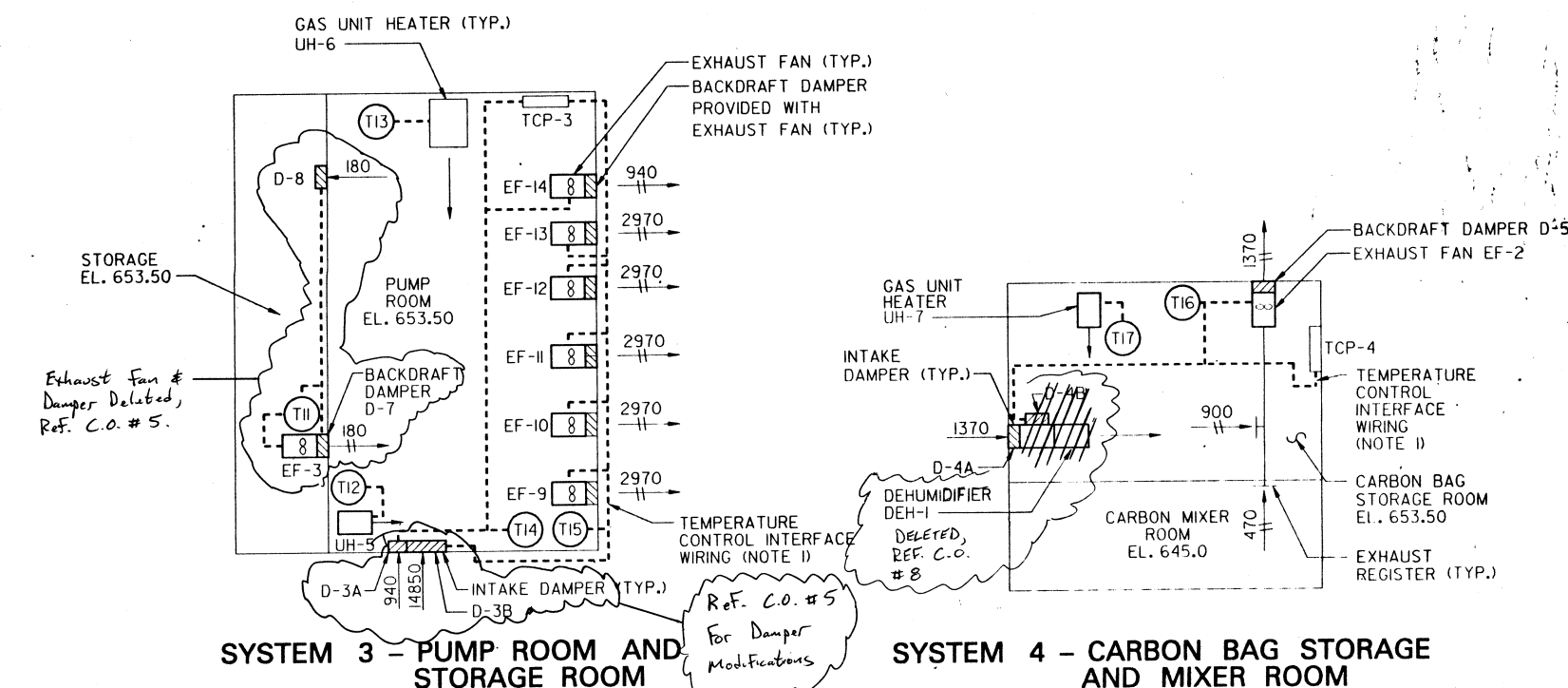
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Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

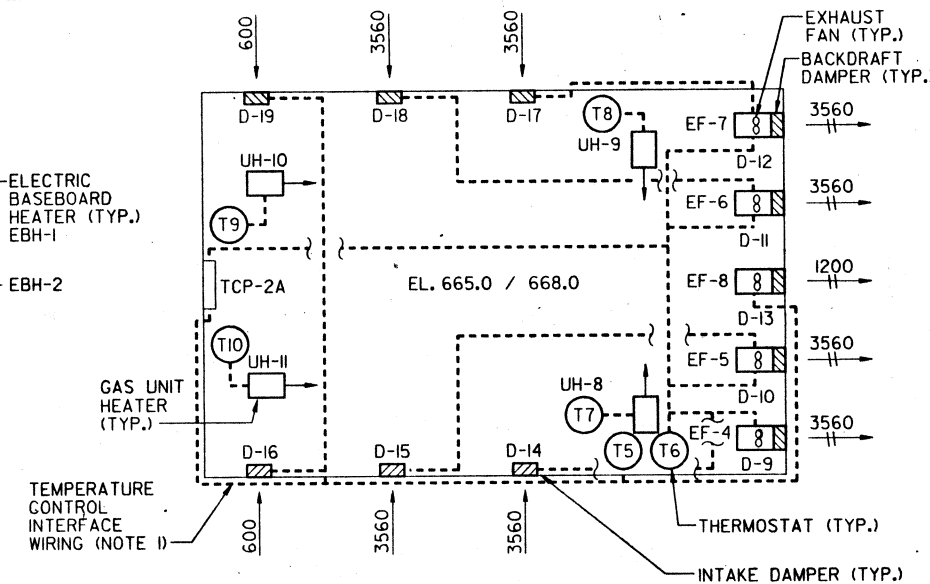


SYSTEM 1 - AIR CONDITIONING SYSTEM



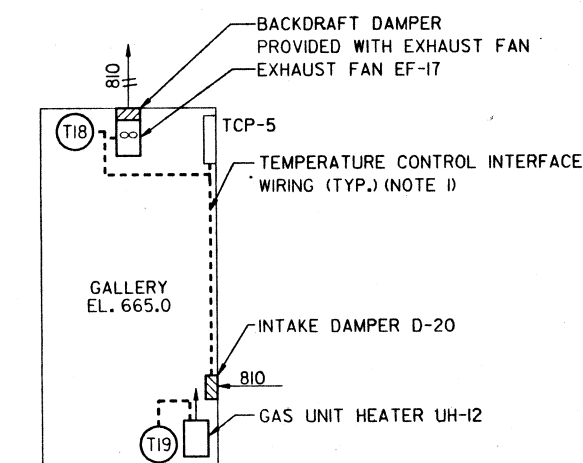
SYSTEM 3 - PUMP ROOM AND STORAGE ROOM

SYSTEM 4 - CARBON BAG STORAGE AND MIXER ROOM

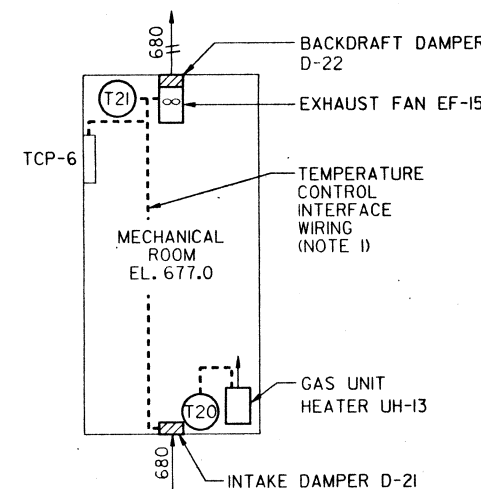


SYSTEM 2A - UPPER LEVEL

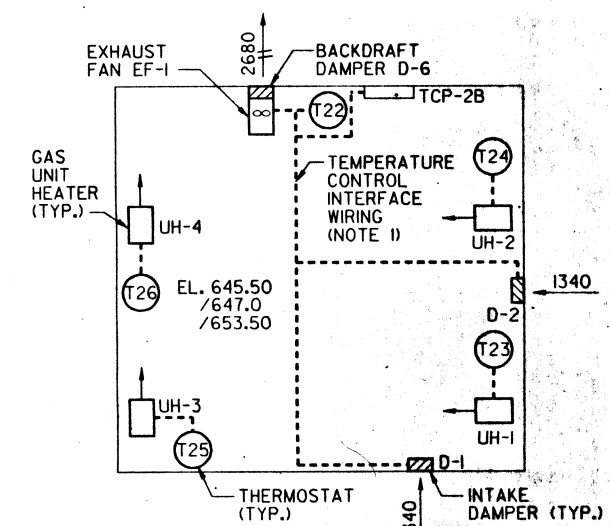
SYSTEM 2 - SEDIMENTATION, FLOCCULATION AND FILTER AREAS



SYSTEM 5 - GALLERY - EL. 665.0



SYSTEM 6 - MECHANICAL ROOM - EL. 677.0



SYSTEM 2B - LOWER LEVEL

RECORD DRAWING	
Reviewed and approved by:	<i>[Signature]</i>
Contractor	
Reviewed and approved by:	<i>[Signature]</i>
HARZA ENVIRONMENTAL SERVICES, INC.	

1993  
Water Plant  
HVAC

REFERENCE DRAWINGS:  
WORK THIS DRAWING WITH 5237DC-H 2 THRU H 5

- NOTES:
1. REFER TO SECTION 15950, HVAC CONTROLS, OF THE SPECIFICATIONS FOR SYSTEM DESCRIPTIONS.
  2. THE AIR FLOW INDICATED FROM THE LABORATORY EXHAUST FAN IS APPROXIMATE. LOUVER AND DAMPER SIZE SHALL BE DETERMINED BY THE CONTRACTOR BASED ON A VELOCITY OF 600 FPM THROUGH THE FREE AREA OF LOUVER, AND THE ACTUAL AIR FLOW FROM THE EXHAUST FAN.

NOT TO SCALE

APPROVED	<i>[Signature]</i>	ENGINEER'S SEAL
DSGN.	<i>[Signature]</i>	
CHKD.	<i>[Signature]</i>	
DWN.	<i>[Signature]</i>	
CHKD.	<i>[Signature]</i>	
SUBM.	<i>[Signature]</i>	

REV. NO.	DWG. TRANSMITTAL LETTER NO.	DATE	NATURE OF REVISION	BY	CHKD.	APPD.

VILLAGE OF NORTHBROOK NORTHBROOK, ILLINOIS	
WATER SYSTEM IMPROVEMENTS	WATER TREATMENT PLANT ADDITIONS
HVAC FLOW DIAGRAMS	
HARZA ENVIRONMENTAL SERVICES, INC. Consulting Engineers	PROJECT MANAGER <i>[Signature]</i>
CHICAGO, ILLINOIS	DRAWING No. 5237DC-H 1



NOTE TO BIDDERS:  
SPECIAL ATTENTION SHALL BE GIVEN TO NOTE 2  
ON THIS DRAWING WHEN PREPARING YOUR BIDS.

REFERENCE DRAWINGS:  
WORK THIS DRAWING WITH 5237DC-H 1 AND H 3, THRU H 5.

- NOTES:
- FOR ENLARGED PLAN OF VESTIBULE AND ENTRY SEE 5237DC-H 4.
  - THE CONTRACTOR SHALL SIZE THE INLET GAS PIPE FOR THE GAS DEMAND FOR ALL GAS FIRED EQUIPMENT. THE CONTRACTOR SHALL COORDINATE WITH NORTHERN ILLINOIS GAS COMPANY FOR THE EXTENSION OF GAS SERVICE TO THE NEW BUILDING AND FOR THE INSTALLATION OF GAS METERING AND REGULATION EQUIPMENT. THE GAS DEMAND FOR THE NEW BUILDING MAY REQUIRE A NEW LINE TO BE EXTENDED FROM A GAS MAIN LOCATED BEYOND THE PROPERTY LIMITS SHOWN ON THESE CONTRACT DRAWINGS. THE COORDINATION AND INSTALLATION OF THIS PIPELINE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  - THE CONTRACTOR SHALL ROUTE GAS PIPE AS CLOSE TO WALLS AND CEILING AS POSSIBLE, AND ABOVE DOOR AND LOUVER OPENINGS. PIPE SHALL BE ROUTED ABOVE SUSPENDED CEILING WHERE APPLICABLE. PIPE HANGERS SHALL BE AS SHOWN ON DRAWING 5237DC-MD 4 THRU MD 6.
  - FLUES SHALL BE ROUTED THROUGH THE ROOF AND TERMINATE ABOVE THE ROOF AT A HEIGHT AS REQUIRED BY LOCAL CODES AND SHALL BE PROVIDED WITH A RAIN CAP. FLUES ROUTED THROUGH FINISHED ROOMS SHALL BE FURNISHED WITH DOUBLE WALL INSULATED FLUES. FLUES SHALL BE CONCEALED IN THE FINISHED ROOMS UTILIZING THE SAME BUILDING MATERIALS AS THE FINISHED WALLS. ALL FLUES SHALL BE STAINLESS STEEL.
  - THE CONTRACTOR SHALL SUBMIT DETAILS OF ALL WALL AND ROOF PENETRATIONS AND METHOD OF MOUNTING FANS, LOUVERS DAMPERS AND FLUES FOR APPROVAL.
  - IN THE EVENT THE ALUM STORAGE TANK REQUIRES REMOVAL, THE DEHUMIDIFIER AND UPSTREAM DUCTWORK WILL NEED TO BE TEMPORARILY REMOVED.
  - CONTRACTOR SHALL ROUTE GAS PIPE TO GAS OUTLETS IN LABORATORY AS REQUIRED.
  - THE FLUE FROM UNIT HEATER UH-2 SHALL FOLLOW THE CONTOUR OF THE STRUCTURE WITH THE HORIZONTAL RUN SLOPED IN ACCORDANCE WITH LOCAL CODES, AND MANUFACTURERS RECOMMENDATIONS.
  - DAMPER D-3A SHALL BE LOCATED DIRECTLY ABOVE DAMPER D-3B.

SCALE 0 8 16 FEET  
1/8" = 1'-0"

VILLAGE OF NORTHBROOK  
NORTHBROOK, ILLINOIS

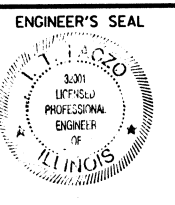
WATER SYSTEM IMPROVEMENTS WATER TREATMENT  
PLANT ADDITIONS

HVAC  
PLAN  
EL. 645.50 / 647.0 / 653.50

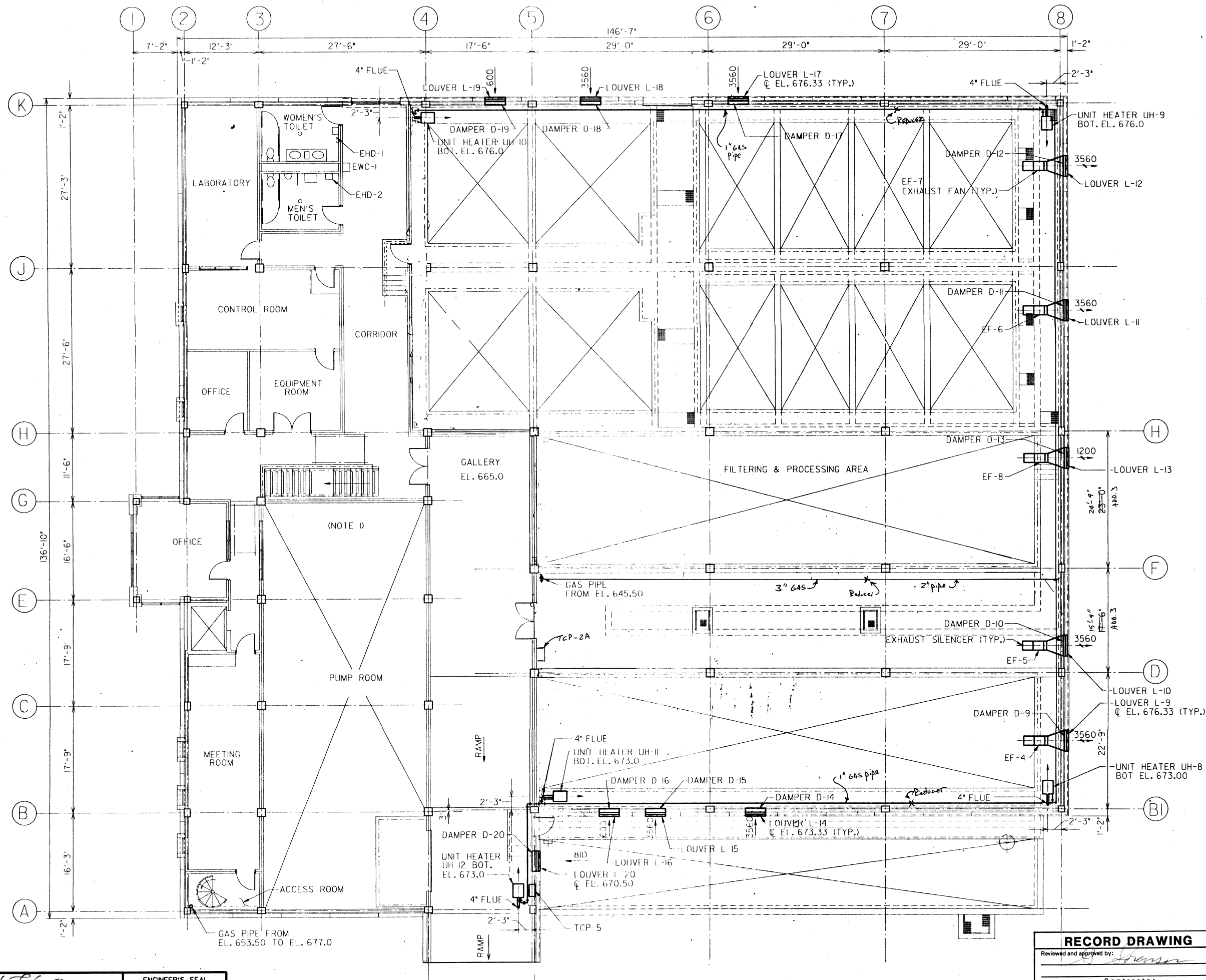
HARZA ENVIRONMENTAL SERVICES, INC.  
Consulting Engineers

CHICAGO, ILLINOIS DATE JULY 1992 DRAWING No. 5237DC-H 2

APPROVED	<i>[Signature]</i>
DSGN.	<i>[Signature]</i>
CHKD.	<i>[Signature]</i>
DWN.	<i>[Signature]</i>
CHKD.	<i>[Signature]</i>
SUBM.	<i>[Signature]</i>



6" main connected to existing feed @ EL. 658.25 in Boiler Room (1962 plant) REF. DWG 6-A For U/G Location



REFERENCE DRAWINGS:  
WORK THIS DRAWING WITH 5237DC-H 1, H 2, H 4 AND H 5.

NOTES:  
1. SEE ENLARGED PLANS ON DRAWING 5237DC-H 4 FOR DUCTWORK WEST OF COLUMN LINE 4.

SCALE 0 8 16 FEET  
1/8" = 1'-0"

APPROVED	<i>[Signature]</i>
DSGN.	<i>[Signature]</i>
CHKD.	<i>[Signature]</i>
DWN.	<i>[Signature]</i>
CHKD.	<i>[Signature]</i>
SUBM.	<i>[Signature]</i>

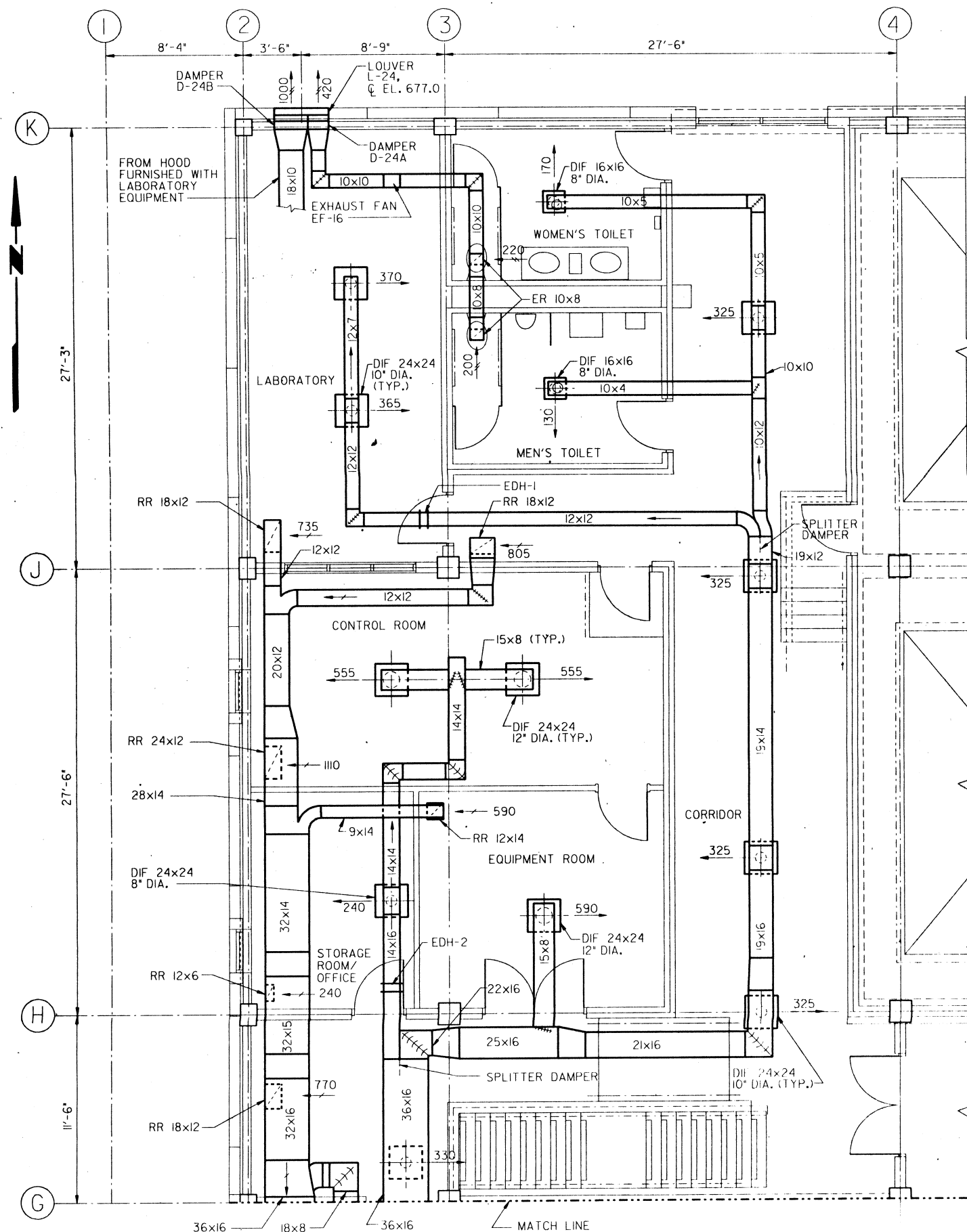
ENGINEER'S SEAL	REVIEWED
CIVIL.	
MECH.	
ELECT.	



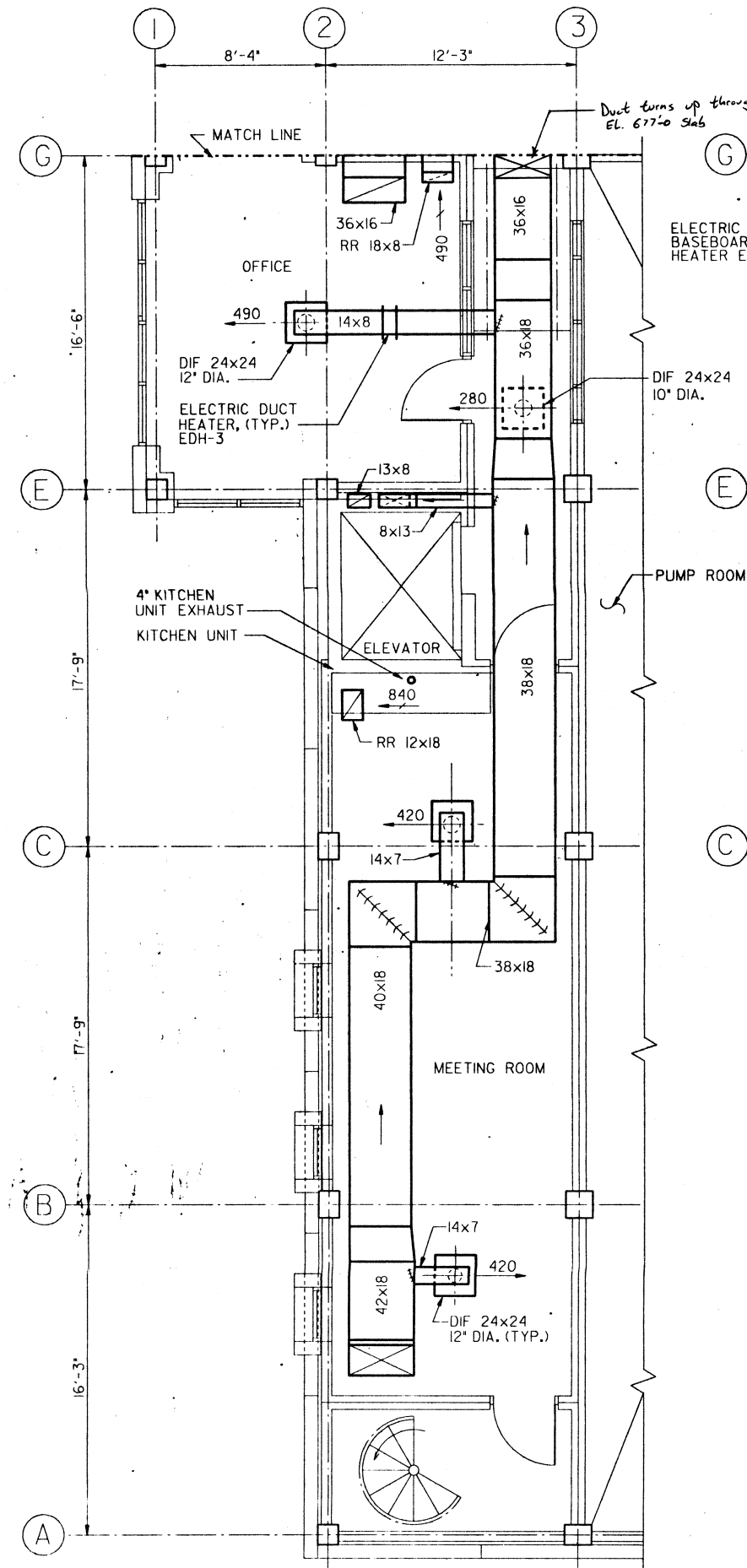
RECORD DRAWING	
Reviewed and approved by:	<i>[Signature]</i>
Contractor	
Reviewed and approved by:	<i>[Signature]</i>
HARZA ENVIRONMENTAL SERVICES, INC.	

REV. NO.	DWG. TRANSMITTAL LETTER NO.	DATE	NATURE OF REVISION	BY	CHKD.	APPD.

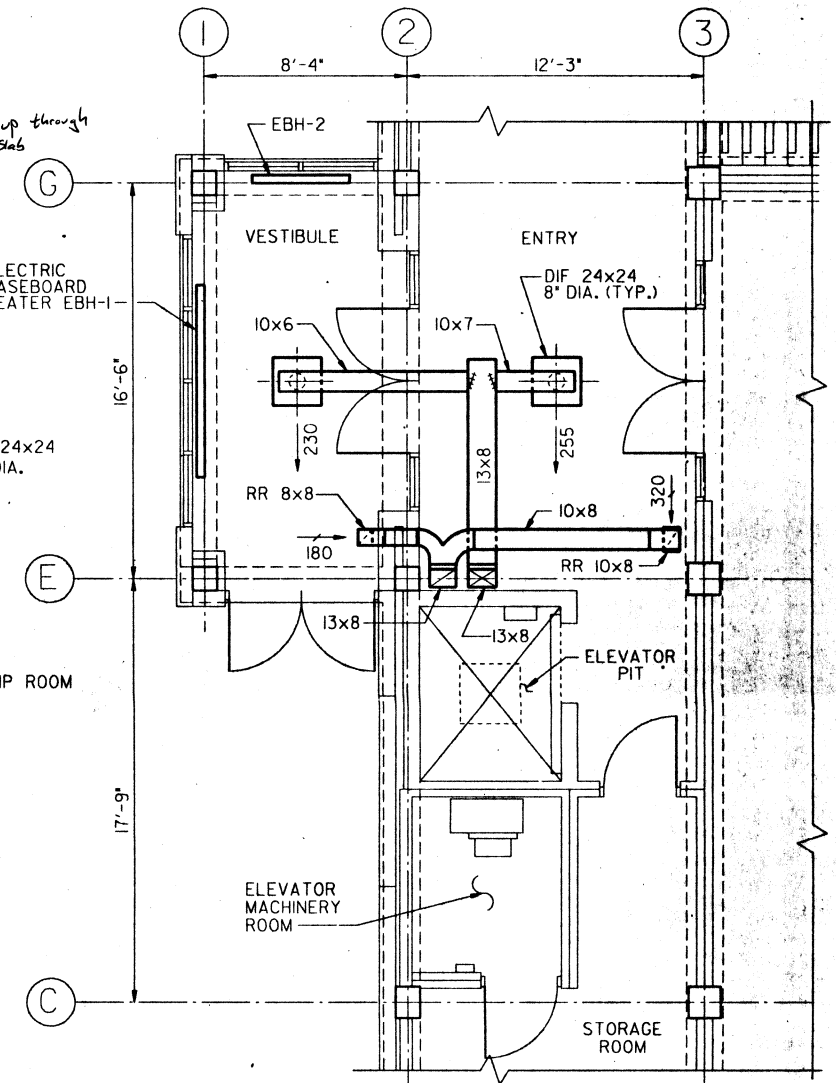
VILLAGE OF NORTHBROOK NORTHBROOK, ILLINOIS	
WATER SYSTEM IMPROVEMENTS	WATER TREATMENT PLANT ADDITIONS
HVAC PLAN EL. 665.0 / 668.0	
HARZA ENVIRONMENTAL SERVICES, INC. Consulting Engineers	<i>[Signature]</i> PROJECT MANAGER
CHICAGO, ILLINOIS	DRAWING No. 5237DC-H 3



PLAN EL. 665.0  
(NOTE 1)



PLAN EL. 665.0  
(NOTE 1)



PLAN EL. 653.50

REFERENCE DRAWINGS:

WORK THIS DRAWING WITH 5237DC-H 1 THRU H 3 AND H 5.

NOTES:

1. EXACT LOCATION OF CEILING DIFFUSERS SHALL BE COORDINATED WITH LOCATION OF SUSPENDED CEILING TILES AND LIGHTING FIXTURES.

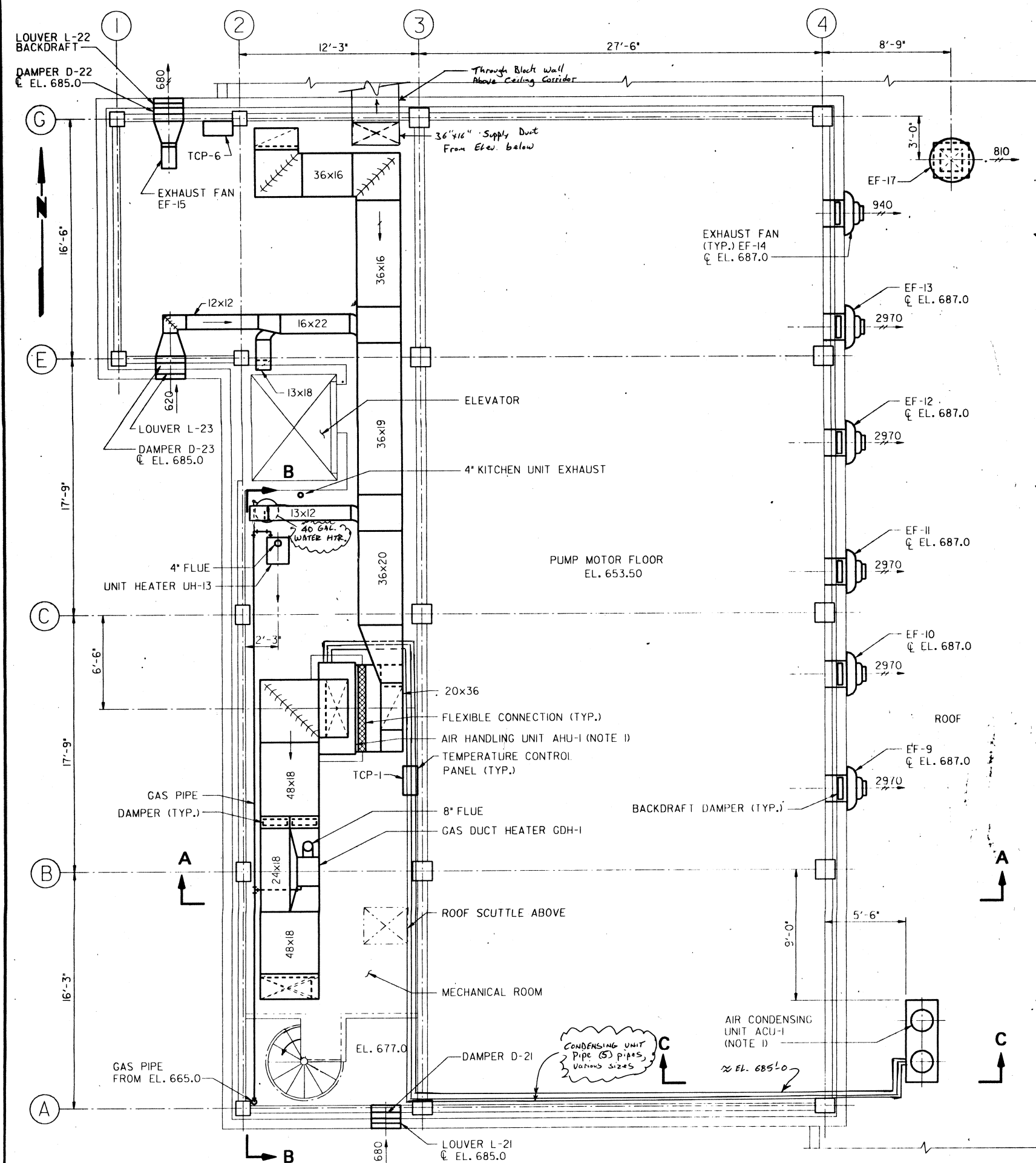
SCALE 0 4 8 FEET  
1/4" = 1'-0"

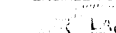
APPROVED <i>J.P. Allen</i>		ENGINEER'S SEAL	
DSGN. <i>W</i>	REVIEWED		
CHKD. <i>G.H.</i>	CIVIL.		
DWN. <i>A.B.</i>	MECH.		
CHKD. <i>W</i>	ELECT.		
SUBM. <i>W</i>			

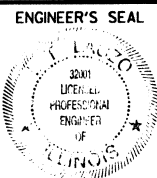
RECORD DRAWING	
Reviewed and approved by:	<i>J. White</i>
Contractor	
Reviewed and approved by:	<i>T. White</i>
HARZA ENVIRONMENTAL SERVICES, INC.	

REV. NO.	DWG. TRANSMITTAL LETTER NO.	DATE	NATURE OF REVISION	BY	CHKD.	APPD.

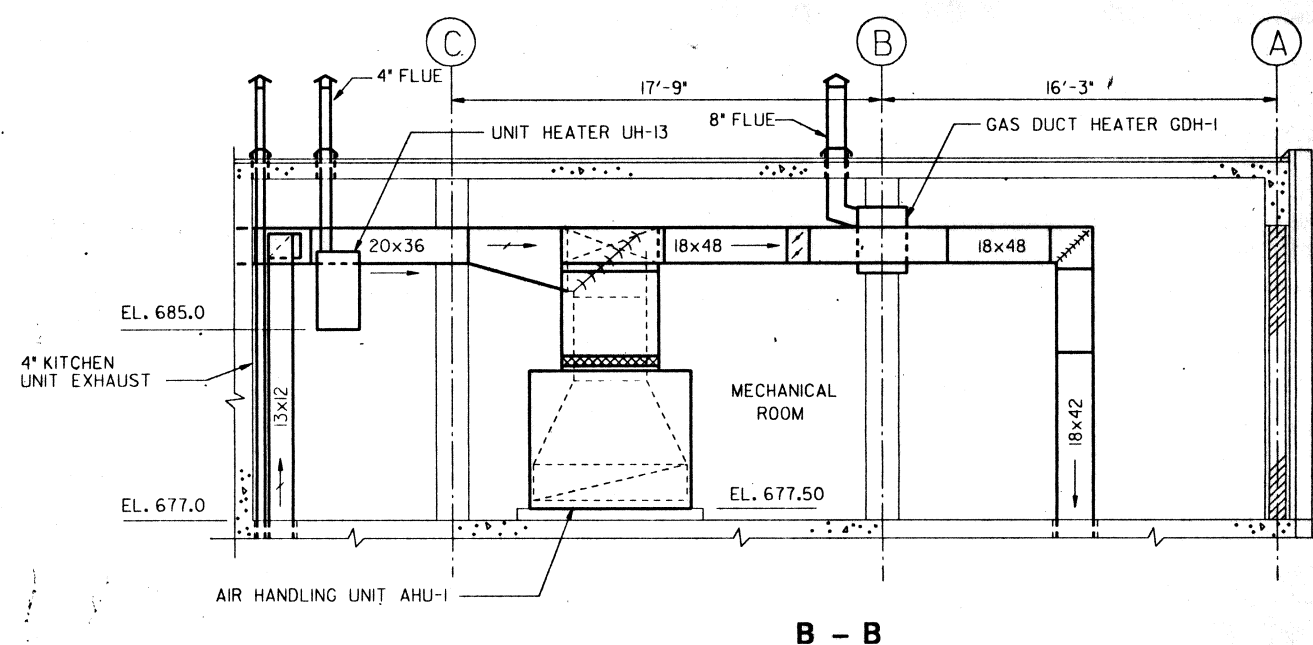
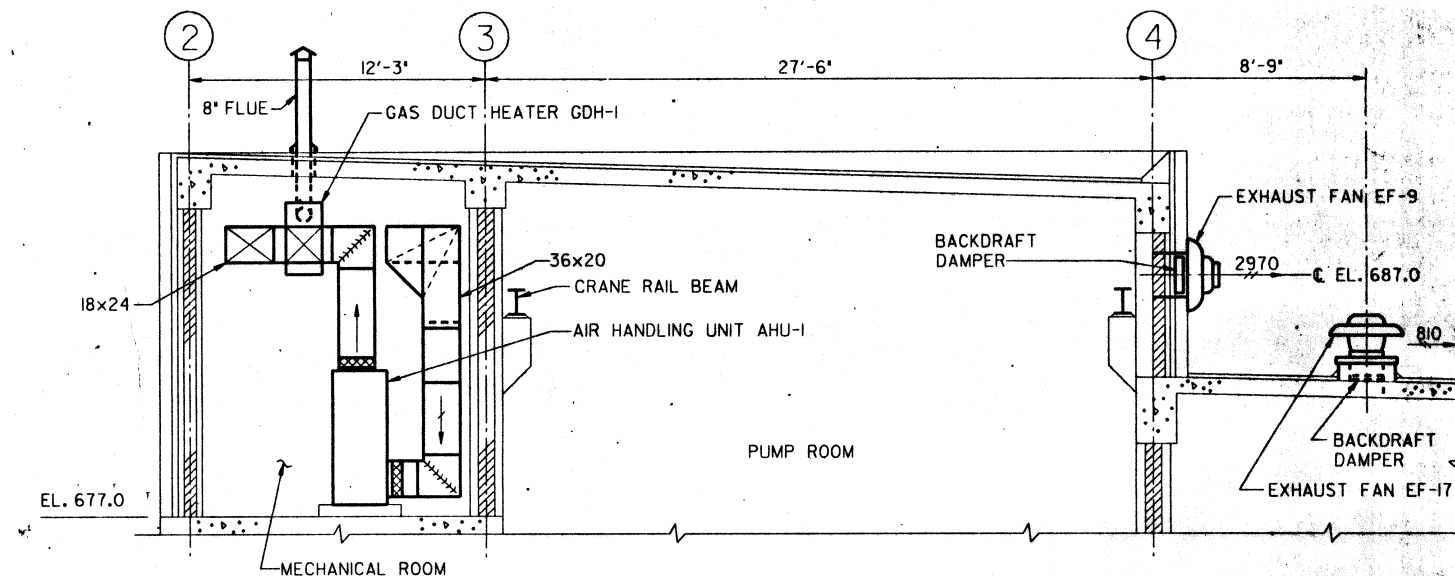
VILLAGE OF NORTHBROOK NORTHBROOK, ILLINOIS	
WATER SYSTEM IMPROVEMENTS	WATER TREATMENT PLANT ADDITIONS
HVAC ENLARGED PLANS	
HARZA ENVIRONMENTAL SERVICES, INC. Consulting Engineers	PROJECT MANAGER <i>James A. Zill</i>
CHICAGO, ILLINOIS	DRAWING No. 5237DC-H 4



APPROVED <u>E.T.E. Ave</u>		ENGINEER'S SEAL	
DSGN. <u>W</u>	REVIEWED		
CHKD. <u>guy</u>	CIVIL.		
DWN. <u>a3.</u>	MECH.		
CHKD. <u>W</u>	ELECT.		
SUBM. <u>W</u>			



PARZA ENVIRONMENTAL SERVICES, INC.						
REV. NO.	DWG. TRANSMITTAL LETTER NO.	DATE	NATURE OF REVISION	BY	CHKD.	APP.




REFERENCE DRAWINGS:

WORK THIS DRAWING WITH 5237DC-H 1 THRU H 4.

**NOTES:**

I. REFRIGERANT PIPING BETWEEN THE AIR HANDLING UNIT AND AIR CONDENSING UNIT SHALL BE ROUTED ALONG THE SOUTH WALL OF THE PUMP ROOM IN THE MOST DIRECT MANNER POSSIBLE. ROUTING SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.

SCALE 0 4 8 FEET  
  
 $\frac{1}{4}'' = 1'-0''$

**VILLAGE OF NORTHBROOK**  
NORTHBROOK, ILLINOIS

NORTHBROOK, ILLINOIS

## WATER SYSTEM IMPROVEMENTS

## WATER TREATMENT PLANT ADDITIONS

## HVAC ROOF PLAN, ENLARGED PLAN AND SECTIONS

**HARZA** ENVIRONMENTAL SERVICES, INC.  
Consulting Engineers

**ENVIRONMENTAL SERVICES**  
Consulting Engineers

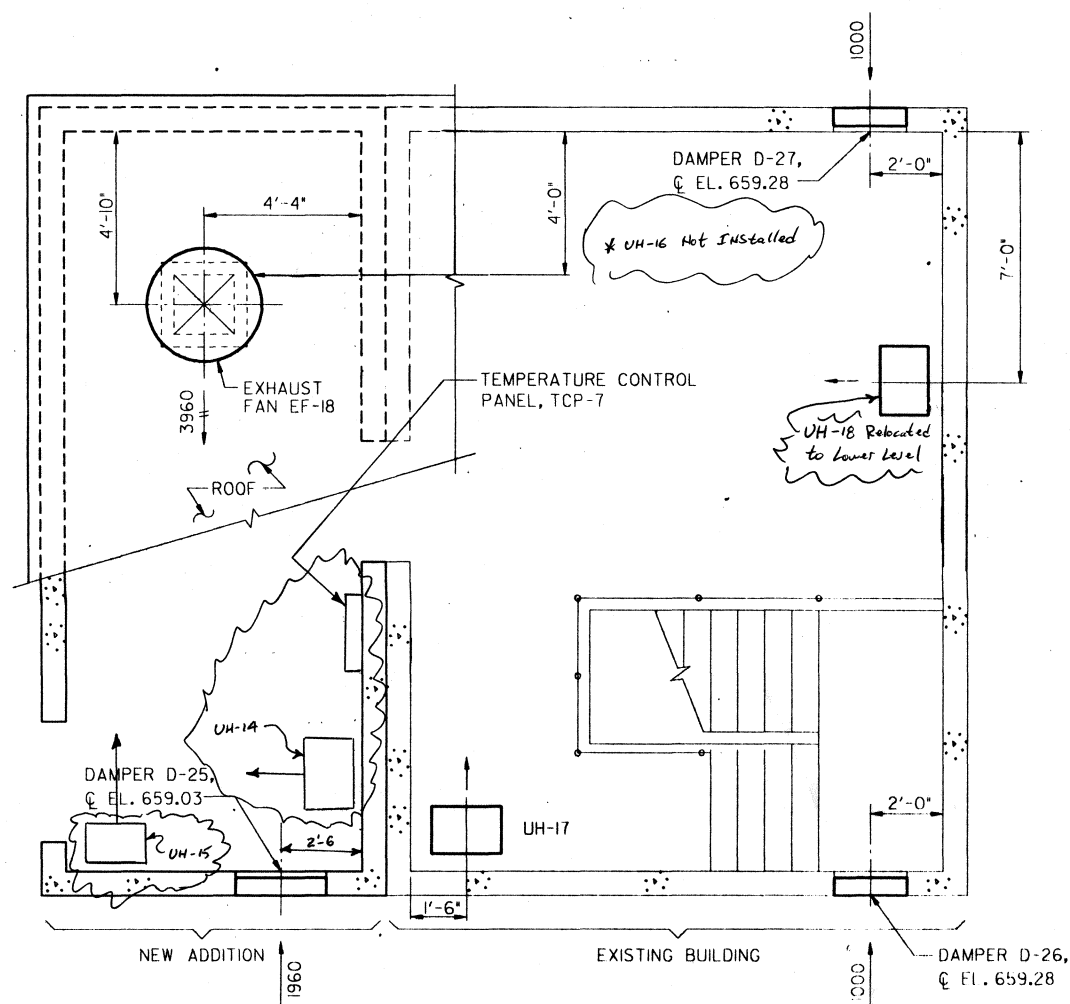
James A. Zde  
PROJECT MANAGER

CHICAGO, ILLINOIS

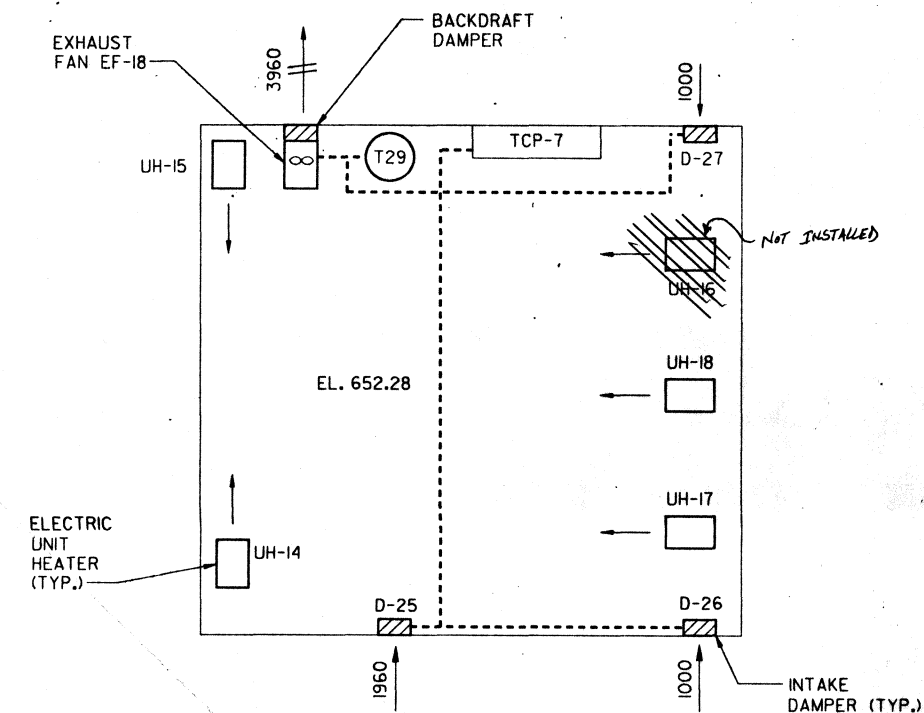
DATE	1111 Y 1991
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DRAWING No. 5237DC-H 5





PLAN - SLUDGE RECYCLE BUILDING  
EL. 652.28



SYSTEM 7 - SLUDGE RECYCLE BUILDING

NOT TO SCALE

# REFERENCE DRAWINGS:

WORK THIS DRAWING WITH:

STRUCTURAL: 5237DC-SD 1 AND 5 17

ELECTRICAL: 5237DC-EM 1 THRU EM 5

# NOTES:

1. REFER TO SECTION 15950, HVAC CONTROLS, OF THE SPECIFICATIONS FOR SYSTEM DESCRIPTIONS.

SCALE 0 3 6 FEET  
3/8" = 1'-0"

APPROVED <i>[Signature]</i>		ENGINEER'S SEAL	
DSGN. <i>[Signature]</i>	REVIEWED		
CHKD. <i>[Signature]</i>	CIVIL.		
DWN. <i>[Signature]</i>	MECH.		
CHKD. <i>[Signature]</i>	ELECT.		
SUBM. <i>[Signature]</i>			

RECORD DRAWING	
Reviewed and approved by:	<i>[Signature]</i>
Contractor	
Reviewed and approved by:	<i>[Signature]</i>
HARZA ENVIRONMENTAL SERVICES, INC.	

REV. NO.	DWG. TRANSMITTAL LETTER NO.	DATE	NATURE OF REVISION	BY	CHKD.	APPD.

VILLAGE OF NORTHBROOK NORTHBROOK, ILLINOIS	
WATER SYSTEM IMPROVEMENTS	WATER TREATMENT PLANT ADDITIONS
HVAC PLAN AND FLOW DIAGRAM SLUDGE/RECYCLE BUILDING	
HARZA ENVIRONMENTAL SERVICES, INC. Consulting Engineers	PROJECT MANAGER <i>[Signature]</i>
CHICAGO, ILLINOIS	DRAWING No. 5237DC-H 6





AMERICAN STANDARD INC.  
THE TRANE CO.

MODEL NO. TWE180B400BB

SERIAL NO. H33180266

MFG. DATE 08/93

I.D. MOTOR 4.8 FLA 460 V  
3 PH 60 HZ 3 HP

DESIGN PSI HIGH 376  
DESIGN PSI LOW 150

REFRIGERANT 22

SEE "ELECTRIC HEATER INSTALLED"  
NAMEPLATE FOR HEATER RATING

AMERICAN STANDARD INC.  
ELECTRIC HEATER INSTALLED

HEATER MODEL	VOLT	AMP	KW	MCA	MAX. FUSE OR HACR CKT BKR SIZE	CANADA ONLY MAXIMUM CKT BKR SIZE
BAYHTRM410A	480	12.0	10.00	21	30	30
BAYHTRM420A	480	24.0	19.92	36	40	40
BAYHTRM430A	480	36.0	29.92	51	60	50
BAYHTRM450A	480	60.0	49.84	81	90	100

NONE

NOTE: THE HACR CIRCUIT BREAKERS ARE FOR U.S.A. INSTALLATIONS  
ONLY



S/N  
H3319 8606

TTA-IOM-3  
18-AC60D7

# INSTALLATION OPERATION MAINTENANCE

Library	Service Literature
Product Section	Unitary
Product	Split System
Model	TTA
Literature Type	Installation/Operation/Maintenance
Sequence	3
Date	November 1991
File No.	SV-UN-S/S-TTA-IOM 3 11/91
Supersedes	New

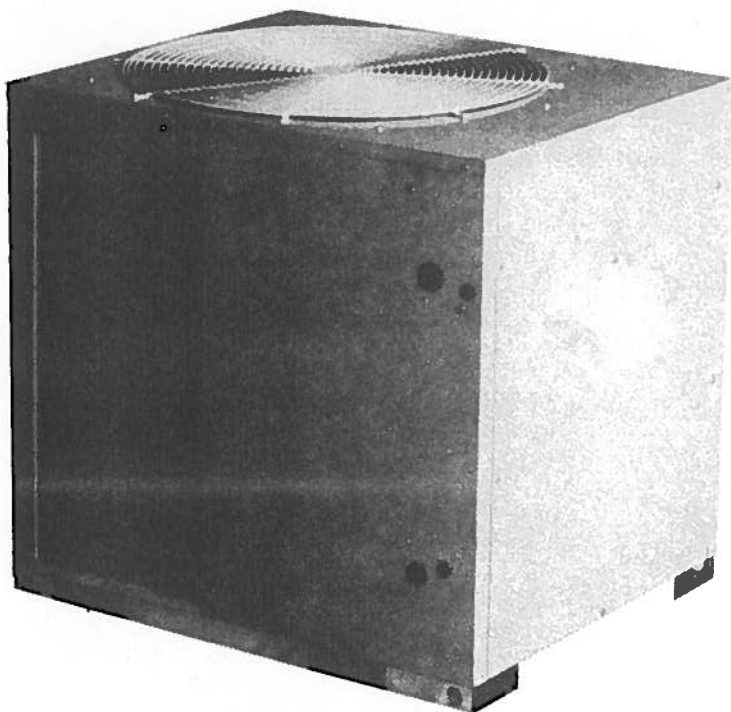
## Models:

TTA090A \_\_\_ B TTA150B \_\_\_ B TTA120C \_\_\_ B  
TTA120A \_\_\_ B TTA180B 400B TTA180C \_\_\_ B  
TTA120B \_\_\_ B TTA240B \_\_\_ B

## Split System Cooling Condenser

7½, 10, 12½, 15 and 20 Ton

**IMPORTANT—** This Document is customer property and is to remain with this unit. Please return to service information pack upon completion of work.



All phases of this installation must comply with the NATIONAL, STATE & LOCAL CODES. In the absence of local codes, the installation must conform with National Electric Code—ANSI/NFPA NO. 70 LATEST REVISION.

# INSTALLATIONS OPERATIONS MAINTENANCE

**TWE-IOM-1B**  
**18-GC60D6-2**

Library	Service Literature
Product Section	Unitary
Product	Split System
Model	TWE
Literature Type	Installation/Operation/Maintenance
Sequence	1B
Date	December 1989
File No.	SV-UN-S/S-TWE-IOM-1B 12/89
Supersedes	TWE-IOM-1A 8/89

Models: TWE060A,B TWE180B 400 BB  
TWE090A TWE240B  
TWE120A,B  
TTE120B

## Split System Cooling or Heat Pump Air Handler 5, 7½, 10, 15 and 20 Ton

**IMPORTANT—** This Document is customer property and is to remain with this unit. Please return to service information pack upon completion of work.

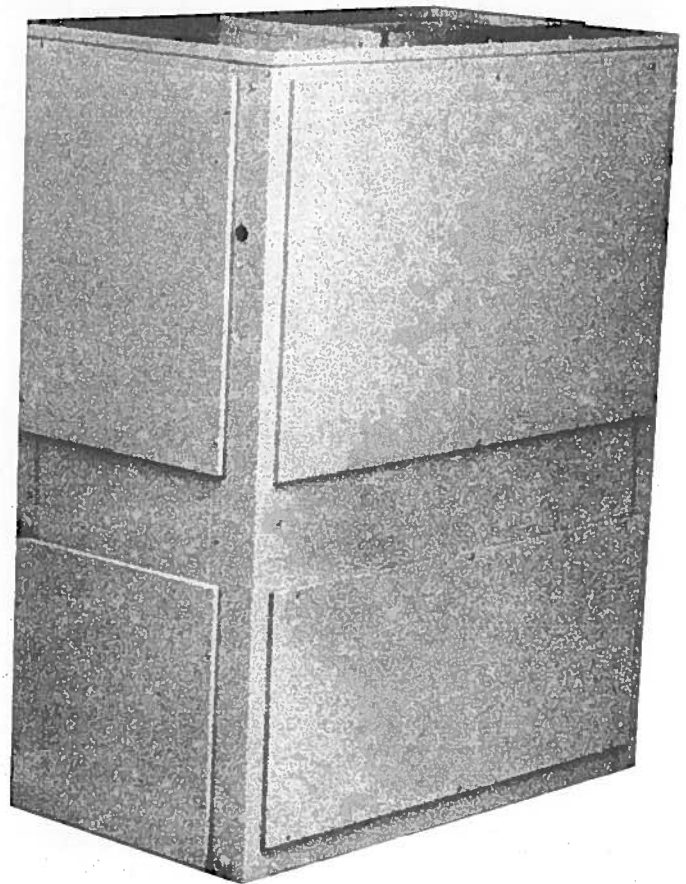
SER. # H33180266

MFG. 8-1993

MOTOR - 4.8 FLA

460 V, 3Ø 3 HP  
3

Heater Model - See Attached



All phases of this installation must comply with the NATIONAL, STATE & LOCAL CODES. In the absence of local codes, the installation must conform with National Electric Code—ANSI/NFPA NO. 70 LATEST REVISION.



## Water Plant West Server Room

	<u>BTU/Hr</u>	<u>Watt</u>	<u>Amp</u>	
Cisco 3560G-48PoE	559			
Cisco 3560G-24	429			
Cisco 3750	414			
Cisco 2801	612			
HP DL380-G7	5,850			
Eaton 9130 - 3KVa UPS	1,257			>>> uses 1,755 BTU/Hr when in battery mode
APC SU2200RMLx3U UPS	375			
Intel SR2625 server *	2,550			
Siemens TAG 1*	2,016			
Siemens TAG 2*	2,016			
Supermicro server*		650		
HP 8550N printer		190		>>> in idle mode, uses 750 watts when printing
AC/AC power supply		87		
GE power supply		60		x 2 units
Altronix power supply 1			1.9	
Altronix power supply 2			0.9	x 3 units
Toshiba e-230 printer			12.0	

\* based on power supply data, does not factor in heat generated by server processors, hard drives, memory...

## Water Plant East Server Room

	<u>BTU/Hr</u>	<u>Watt</u>	<u>Amp</u>	
Intel SC5000 server*	4,100			
Intel SR2625 server*	2,550			
HP 401 printer	25			
Eaton 9130 - 2KVa UPS	838			*** uses 1,348 BTU/Hr when in battery mode

Intel SC5400 server*	1,660		
Workstation 3	650		
Simatic Box PC	150		
Powerware 9170 - 9KVa UPS		48.00	
Apacs fan		1.50	x 3 units
Apacs power supply 1a		5	
Apacs power supply 2a		10	x 2 units
Cooling fan 1		1.10	
Cooling fan 2		0.2	x 6 units
Cooling fan 3		0.27	x 2 units
Netgear network hub		1.00	
Hawking network hub		1.00	
NEC monitor		0.50	
Sony monitor		1.20	

\* based on power supply data, does not factor in heat generated by server processors, hard drives, memory...