

November 22, 2023

ADVERTISEMENT FOR BIDS

The Huntley Park District is accepting bids for the following project:

Replacement of 3 RTU's at various park district locations.

Sealed proposals will be received on or before December 4 at 9:00a.m. in the REC Center 12015 Mill Street Huntley, IL. 60142. Project proposals will be publicly opened and read aloud at that time.

All contractors will be required to comply with all federal, state, and local laws.

The Park District has determined that the Illinois Prevailing Wage Act applies to this work and therefore Contractor shall comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

Bid packets may be obtained from the REC Center, 12015 Mill Street, Huntley, IL 60142, beginning November 22 at 9:00 a.m., or through the Huntley Park District website.

The Huntley Park District reserves the right to determine, in its sole discretion, whether the proposal, in its judgment, meets the needs or purposes intended. The Park District further reserves the right to reject any or all bids and to waive any formality, technicality, or irregularity in any proposal.

Wesley Peete
Director of Parks and Facilities

Bid Documents

November 22, 2023

Replacement of 3 RTU Units

1 RTU Located at 12015 Mill St Huntley, IL 60142

2 RTU's Located at 11220 W. Algonquin Rd Huntley, IL 60142

Bid Submission Deadline: December 4, 2023, at 8:45 a.m.

Bid Opening: December 4, 2023, at 9:00 a.m.

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SUBMITTAL

Project

Huntley Park District

Date

November 22, 2023

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2 – Rec. Center RTU 2

**Tag Cover Sheet
Unit Report
Certified Drawing
Performance Report**



Unit Report for Rec. Center RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Unit Parameters

Unit Model:.....**48FCEM07A2A5-0A0A0**
Unit Size:.....**07 (6 Tons)**
Volts-Phase-Hertz:.....**230-3-60**
Heating Type:.....**Gas**
Heat Control:.....**Medium Heat**
Duct Cfg:.....**Vertical Supply / Vertical Return**
DX Options:**Single Circuit, Two Stage Cooling (07 only)**

Dimensions (ft. in.) & Weight (lb.) ***

Unit Length:.....**6' 2.375"**
Unit Width:.....**3' 10.625"**
Unit Height:.....**3' 5.375"**
Total Operating Weight:..... 625 lb

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

Lines and Filters

Gas Line Size: **1/2**
Condensate Drain Line Size: **3/4**
Return Air Filter Type: **Throwaway**
Return Air Filter Quantity: **4**
Return Air Filter Size: **16 x 16 x 2**

Selection includes construction throwaway filter into the base fan curve.

Unit Configuration

Direct Drive - EcoBlue - Medium Static
Al/Cu - Al/Cu
Base Electromechanical Controls
Standard Packaging

Warranty Information

1-Year parts(std.)
5-Year compressor parts(std.)
10-Year heat exchanger - Aluminized(std.)

No optional warranties were selected.

Ordering Information

Part Number	Description	Quantity
48FCEM07A2A5-0A0A0	Rooftop Unit	1

Certified Drawing for Rec. Center RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

NOTES:

1. DIMENSIONS ARE IN INCHES. DIMENSIONS IN [] ARE IN MILLIMETERS.
2. CENTER OF GRAVITY
3. DIRECTION OF AIR FLOW
4. ALL VIEW DRAWN USING 3RD ANGLE

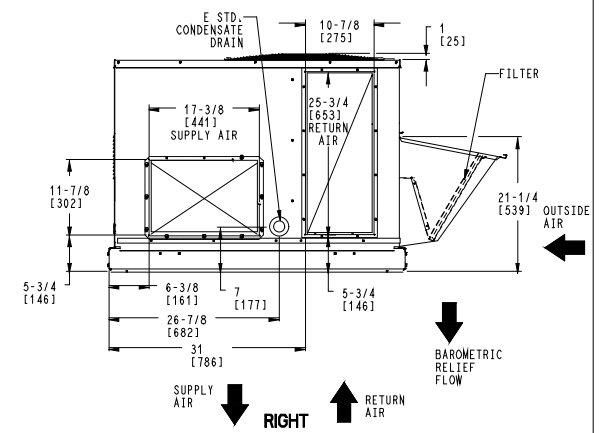
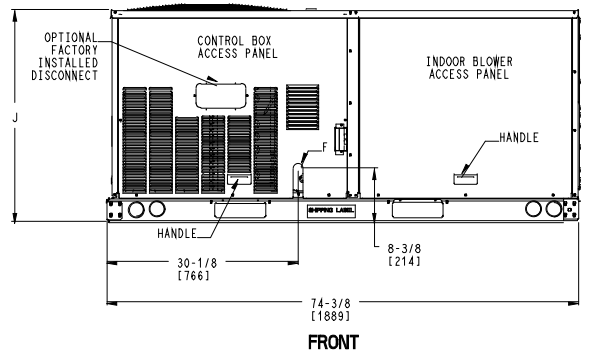
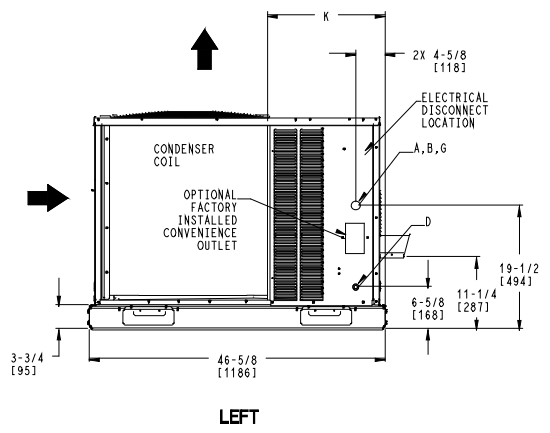
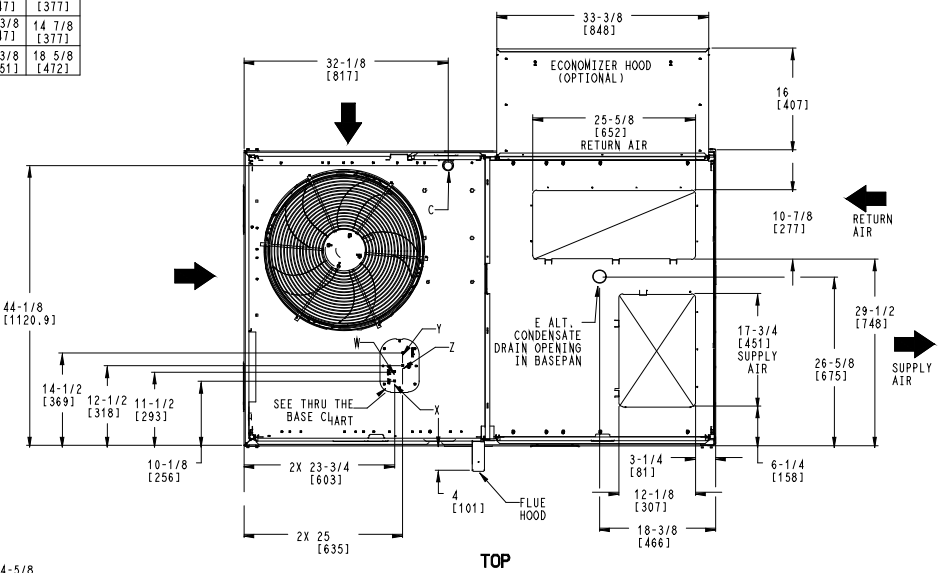
UNIT	J	K
48FC*04	33 3/8 [847]	18 5/8 [472]
48FC*05	33 3/8 [847]	14 7/8 [377]
48FC*06	33 3/8 [847]	14 7/8 [377]
48FC*07	41 3/8 [1051]	18 5/8 [472]

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CONNECTION SIZES	
A	1 3/8" [35] DIA. FIELD POWER SUPPLY HOLE
B	2" [50] DIA. POWER SUPPLY KNOCKOUT
C	1 3/4" [51] DIA. GAUGE ACCESS PLUG
D	7/8" [22] DIA. FIELD CONTROL WIRING HOLE
E	3/4"-14 NPT CONDENSATE DRAIN
F	1/2"-14 NPT GAS CONNECTION
G	2 1/2" [64] DIA. POWER SUPPLY KNOCK-OUT

THRU-THE-BASE CHART THESE HOLES REQUIRED FOR USE CRBTWRO8A00, 009A00			
	THREADED CONDUIT SIZE	WIRE USE	REQ'D HOLE SIZES (MAX.)
W	1/2"	115V	7/8" [22.2]
X	1/2"	24V	7/8" [22.2]
Y	3/4"	POWER	1-1/8" [28.6]
Z*	(009A00) 1/2" FPT	GAS	1-1/8" [28.6]

* FOR "THRU-THE-BASEPAN" FACTORY OPTION, FITTINGS FOR ONLY X, Y, & Z ARE PROVIDED
 (008A00) PROVIDES 3/4" FPT THRU CURB FLANGE & FITTING.



ITC CLASSIFICATION	SHEET	DATE	SUPERCEDES	48FC 04-07 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT	48TC003093	REV
U.S. ECCN: NSR	1 OF 3	09/07/18	06/22/18			A

Certified Drawing for Rec. Center RTU 2

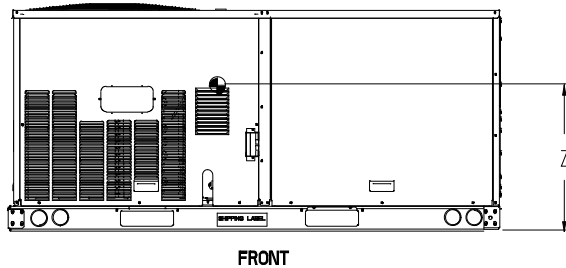
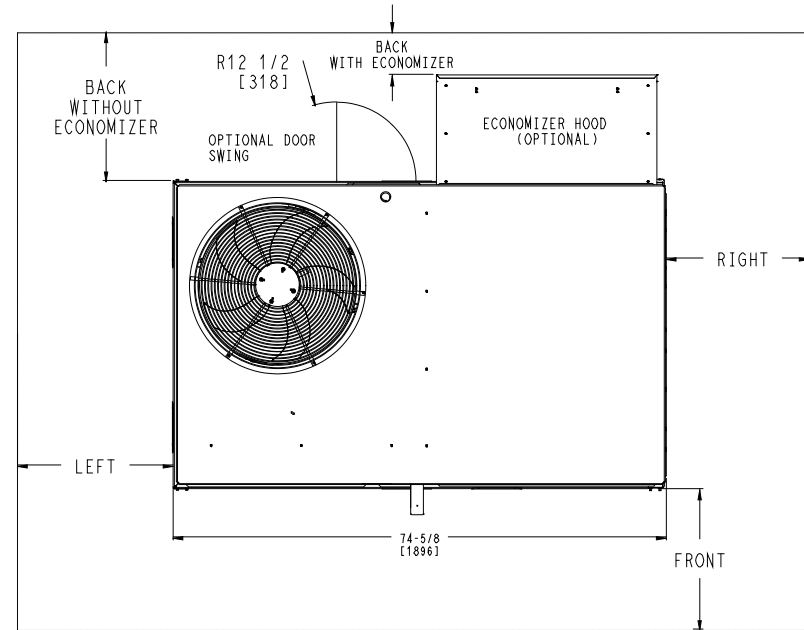
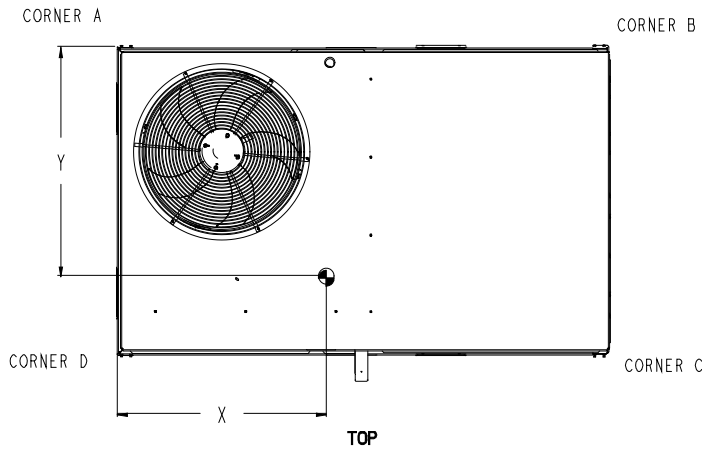
Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

UNIT	STD. UNIT WEIGHT *		CORNER WEIGHT (A)		CORNER WEIGHT (B)		CORNER WEIGHT (C)		CORNER WEIGHT (D)		C.G.			HEIGHT
	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z	
48FC**04	482	219	113	51	116	53	128	58	125	57	37 5/8 [956]	24 9/16 [624]	18 1/4 [464]	
48FC**05	543	246	138	63	133	60	133	60	138	63	36 1/2 [927]	23 3/8 [594]	18 [457]	
48FC**06	556	252	142	64	136	62	136	62	142	64	36 1/2 [927]	23 3/8 [594]	18 [457]	
48FC**07	607	275	162	73	152	69	141	64	151	68	36 [914]	22 1/2 [572]	19 3/8 [492]	

* STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING.
FOR OTHER OPTIONS AND ACCESSORIES, REFER TO THE PRODUCT DATA CATALOG.

Carrier
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NOTES:

- FOR ALL MINIMUM CLEARANCES LOCAL CODES OR JURISDICTIONS MAY PREVAIL.

SURFACE	CLEARANCE		OPERATING CLEARANCE
	SERVICE WITH: CONDUCTIVE BARRIER	SERVICE WITH: NONCONDUCTIVE BARRIER	
FRONT	48 [1219mm]	36 [914mm]	18 [457mm]
LEFT	48 [1219mm]	42 [1067mm]	18 [457mm]
BACK	48 [1219mm]	42 [1067mm]	18 [457mm]
BACK W/HOOD	36 [914mm]	36 [914mm]	18 [457mm]
RIGHT	36 [914mm]	36 [914mm]	18 [457mm]
TOP	72 [1829mm]	72 [1829mm]	72 [1829mm]

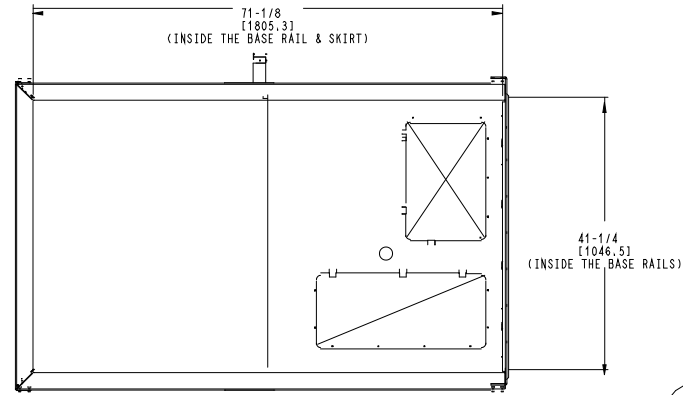
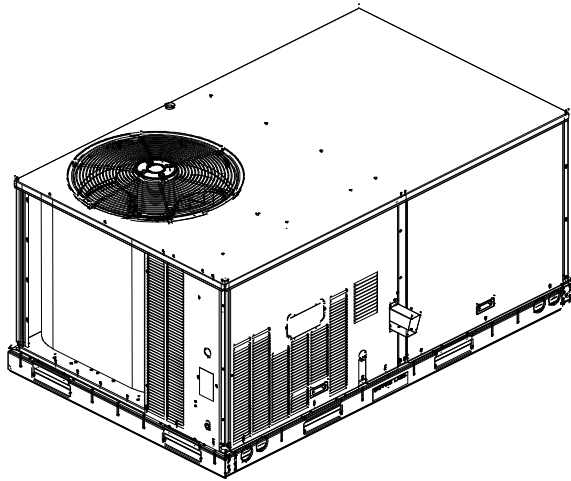
ITC CLASSIFICATION U.S. ECCN:NSR	SHEET 2 OF 3	DATE 09/07/18	SUPERCEDES 06/22/18	48FC 04-07 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT	48TC003093	REV A
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Certified Drawing for Rec. Center RTU 2

Project: Huntley Park
Prepared By:

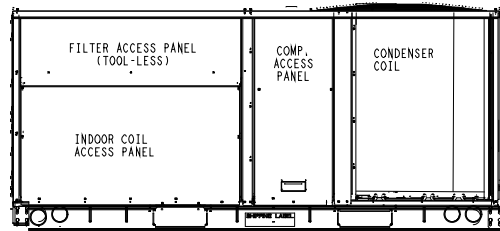
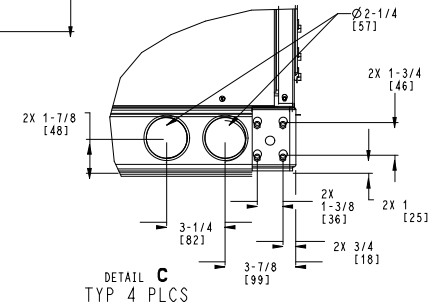
11/06/2023
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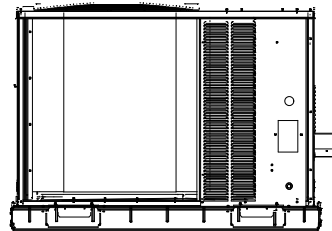


INSIDE BASERAIL DIMENSIONS

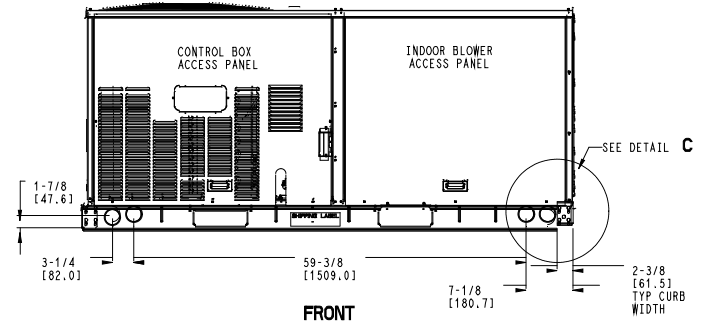
BOTTOM



BACK



LEFT



FRONT

ITC CLASSIFICATION	SHEET	DATE	SUPERCEDES	48FC 04-07 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT	48TC003093	REV
U.S. ECCN: NSR	3 OF 3	09/07/18	06/22/18			A

Performance Summary for Rec. Center RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Part Number:48FCEM07A2A5-0A0A0

ARI EER: 11.00
IEER: 15.0

Base Unit Dimensions

Unit Length: 74.4 in
Unit Width: 46.6 in
Unit Height: 41.4 in

Operating Weight

Base Unit Weight: 562 lb
Medium Heat: 63 lb

Total Operating Weight: 625 lb

Unit

Unit Voltage-Phase-Hertz: 230-3-60
Air Discharge: Vertical
Fan Drive Type: Vane Axial
Actual Airflow: 2100 CFM
Site Altitude: 0 ft

Cooling Performance

Condenser Entering Air DB: 95.0 F
Evaporator Entering Air DB: 80.0 F
Evaporator Entering Air WB: 67.0 F
Entering Air Enthalpy: 31.44 BTU/lb
Evaporator Leaving Air DB: 57.1 F
Evaporator Leaving Air WB: 56.2 F
Evaporator Leaving Air Enthalpy: 23.91 BTU/lb
Gross Cooling Capacity: 71.15 MBH
Gross Sensible Capacity: 52.00 MBH
Compressor Power Input: 5.27 kW
Coil Bypass Factor: 0.083

Heating Performance

Heating Airflow: 2100 CFM
Entering Air Temp: 70.0 F
Leaving Air Temp: 108.8 F
Gas Heating Input Capacity: 110.0 MBH
Gas Heating Output Capacity: 88.0 MBH
Temperature Rise: 38.8 F
Thermal Efficiency (%): 80.0

Supply Fan

External Static Pressure: 0.50 in wg
Fan RPM: 2013
Fan Power: 0.87 BHP
NOTE: Selected IFM RPM Range: 1596 - 2530

Selection includes construction throwaway filter into the base fan curve. This filter is not MERV Rated.

Electrical Data

Voltage Range: 187 - 253
Compressor #1 RLA: 17.5
Compressor #1 LRA: 136
Indoor Fan Motor Type: MED
Indoor Fan Motor FLA (Total): 5.5
Combustion Fan Motor FLA (ea): 0.48
Power Supply MCA: 29

Performance Summary for Rec. Center RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Power Supply MOCP (Fuse or HACR):..... **45**
 Disconnect Size FLA:..... **28**
 Disconnect Size LRA: **148**
 Electrical Convenience Outlet: **None**
 Outdoor Fan [Qty / FLA (ea)]: **1 / 1.5**

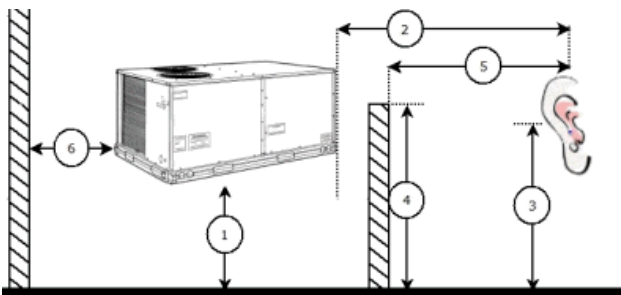
Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Acoustics

Sound Power Levels, db re 10E-12 Watts

	Discharge	Inlet	Outdoor
63 Hz	90.9	88.5	85.6
125 Hz	82.0	78.2	84.7
250 Hz	76.1	71.2	80.5
500 Hz	73.3	65.0	76.0
1000 Hz	69.8	67.5	72.4
2000 Hz	67.4	58.7	68.0
4000 Hz	63.5	51.9	62.8
8000 Hz	59.8	46.3	59.3
A-Weighted	76.3	71.3	79.0

Advanced Acoustics



Advanced Acoustics Parameters

- 1. Unit height above ground: **30.0** ft
- 2. Horizontal distance from unit to receiver: **50.0** ft
- 3. Receiver height above ground: **5.7** ft
- 4. Height of obstruction: **0.0** ft
- 5. Horizontal distance from obstruction to receiver: **0.0** ft
- 6. Horizontal distance from unit to obstruction: **0.0** ft

Detailed Acoustics Information

Octave Band Center Freq. Hz	63	125	250	500	1k	2k	4k	8k	Overall
A	85.6	84.7	80.5	76.0	72.4	68.0	62.8	59.3	89.2 Lw
B	59.4	68.6	71.9	72.8	72.4	69.2	63.8	58.2	78.5 LwA
C	53.2	52.3	48.1	43.6	40.0	35.6	30.4	26.9	56.8 Lp
D	27.0	36.2	39.5	40.4	40.0	36.8	31.4	25.8	46.1 LpA

Legend

A Sound Power Levels at Unit's Acoustic Center, Lw
 B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA

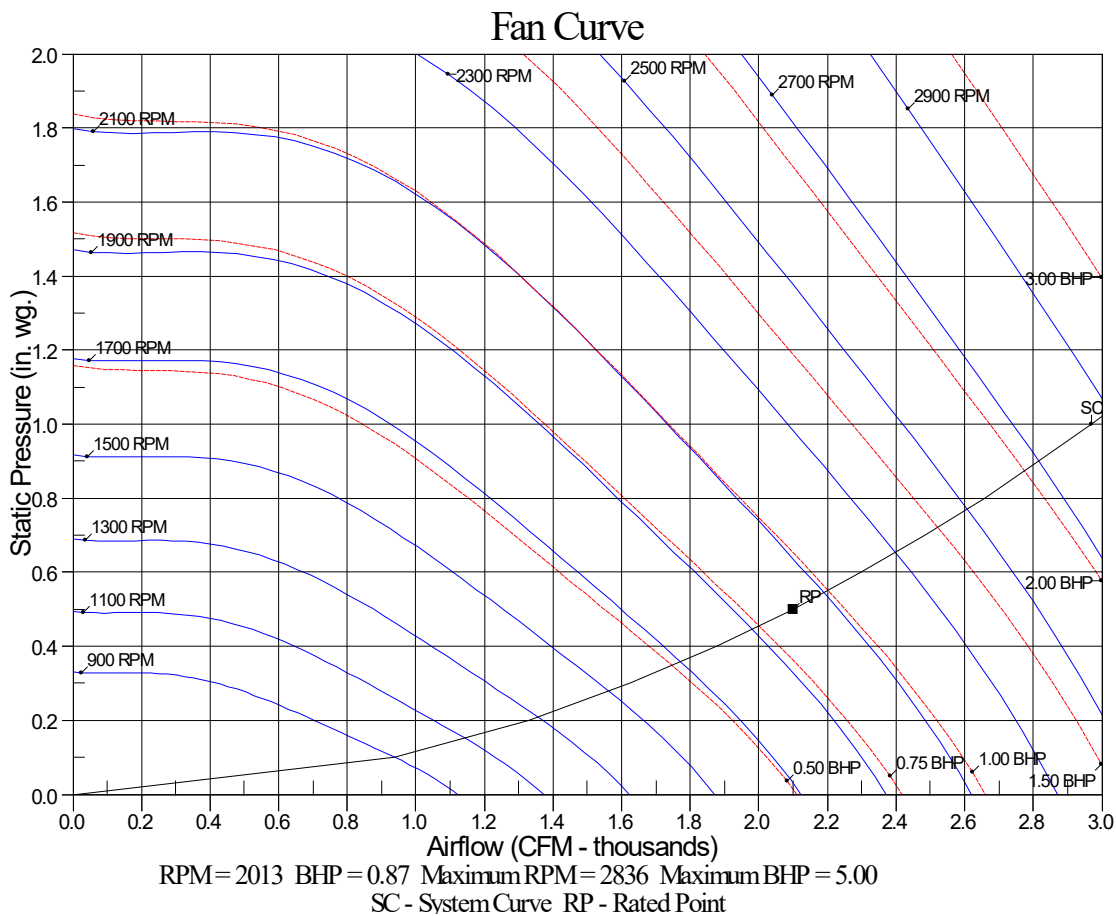
Performance Summary for Rec. Center RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

C Sound Pressure Levels at Specific Distance from Unit, Lp
D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.



Performance Summary for Rec. Center RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Power to New HVAC Roof Top Unit

Service Location: 12015 Mill St., Huntley

- Remove the existing $\frac{3}{4}$ " liquid tight conduit over the existing wires from the conduit that penetrates the roof and remove the existing fused disconnect.
 - Also remove the low voltage control wiring whip from the unit and replace the liquid tight conduit for the control wiring. LV wiring to be replaced and terminated by others as necessary.
 - Purchase 1 each 60amp, 240V and 3phase non fused disconnect to install on the new RTU2 and install new $\frac{3}{4}$ " liquid tight whip and fittings over the existing 3 phase wire to the disconnect and reconnect to RTU2.
 - Also, repull the existing 120V 20amp wire through the new liquid tight and install and connect 1 each new GFCI WR service outlet with bubble cover on the unit.
 - Remove the existing 30amp 3phase breaker in the existing (Kinney panel) that feeds the old unit.
 - Purchase 1 each new 3pole 3020H BAB breaker in the existing panel on the existing wiring to the unit.
 - Removal and proper disposal of old equipment
-

Pinecrest RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Pinecrest - RTU 2

**Tag Cover Sheet
Unit Report
Certified Drawing
Performance Report**

Unit Report for Pinecrest RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Unit Parameters

Unit Model:.....**48FCEM09A2A5-0A0A0**
Unit Size:.....**09 (8.5 Tons)**
Volts-Phase-Hertz:.....**230-3-60**
Heating Type:.....**Gas**
Heat Control:.....**Medium Heat**
Duct Cfg:.....**Vertical Supply / Vertical Return**
DX Options:.....**Single Circuit, Two Stage Cooling**

Dimensions (ft. in.) & Weight (lb.) ***

Unit Length:.....**7' 4.125"**
Unit Width:.....**4' 11.5"**
Unit Height:.....**4' 1.375"**
Total Operating Weight:..... 830 lb

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

Lines and Filters

Gas Line Size: **3/4**
Condensate Drain Line Size: **3/4**
Return Air Filter Type: **Throwaway**
Return Air Filter Quantity: **4**
Return Air Filter Size: **20 x 20 x 2**

Selection includes construction throwaway filter into the base fan curve.

Unit Configuration

Standard/Medium Static (EcoBlue)
Al/Cu - Al/Cu
Base Electromechanical Controls
Standard Packaging

Warranty Information

1-Year parts(std.)
5-Year compressor parts(std.)
10-Year heat exchanger - Aluminized(std.)

No optional warranties were selected.

Ordering Information

Part Number	Description	Quantity
48FCEM09A2A5-0A0A0	Rooftop Unit	1

Certified Drawing for Pinecrest RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

- NOTES:
1. DIMENSIONS ARE IN INCHES. DIMENSIONS IN [] ARE IN MILLIMETERS.
 2. CENTER OF GRAVITY
 3. DIRECTION OF AIR FLOW
 4. ALL VIEW DRAWN USING 3RD ANGLE

UNIT	OUTDOOR COIL TYPE	J	K	H
48FC-M08	RTPF	41 1/4 [1046]	33 3/4 [857]	15 7/8 [403]
48FC-M09	RTPF	49 3/8 [1253]	36 3/8 [925]	15 7/8 [403]
48FC-M12	RTPF	49 3/8 [1253]	36 3/8 [925]	15 7/8 [403]

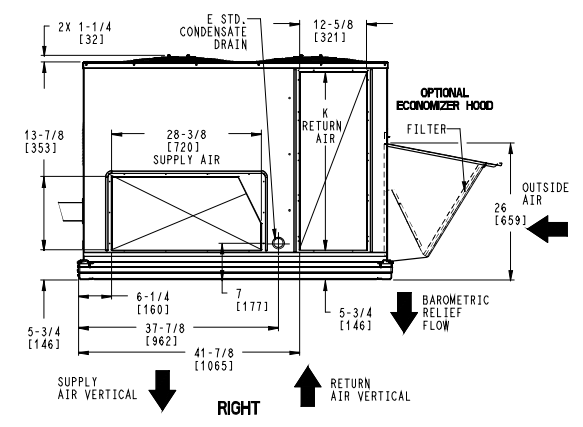
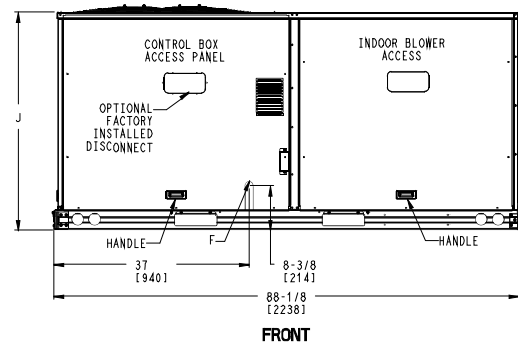
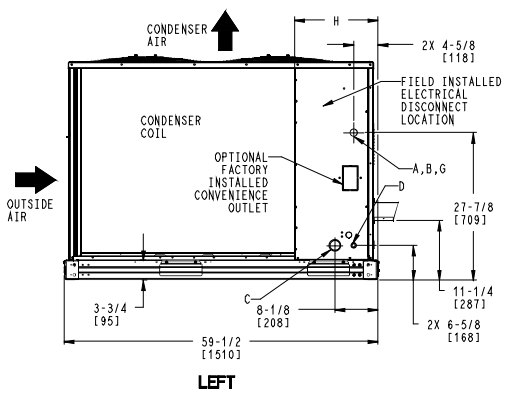
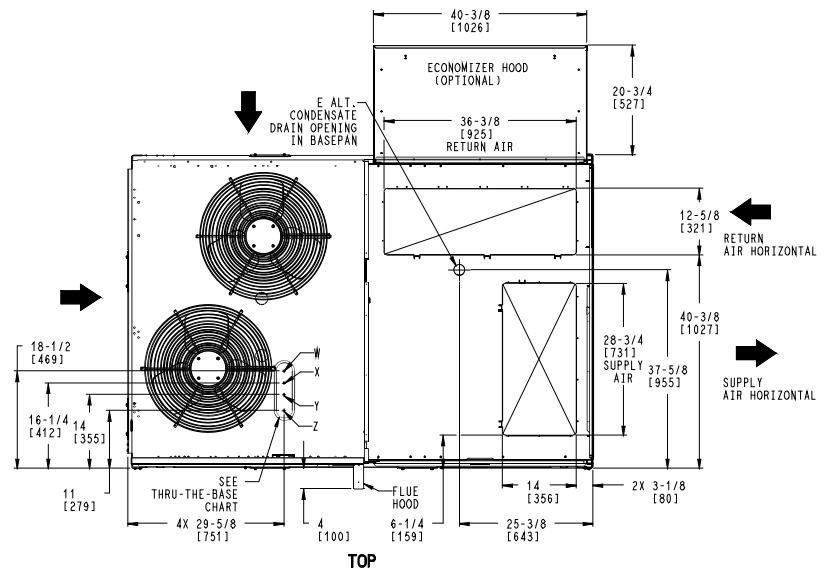
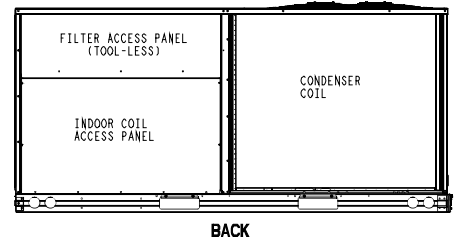
RTPF - ROUND TUBE, PLATE FIN (COPPER/ALUM)

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CONNECTION SIZES	
A	1 3/8" [351] DIA FIELD POWER SUPPLY HOLE
B	2 1/2" [64] DIA POWER SUPPLY KNOCKOUT
C	1 3/4" [51] DIA GAUGE ACCESS PLUG
D	7/8" [22] DIA FIELD CONTROL WIRING HOLE
E	3/4"-14 NPT CONDENSATE DRAIN
F	1/2"-14 NPT GAS CONNECTION
G	3/4"-14 NPT GAS CONNECTION
G	2" [51] DIA POWER SUPPLY KNOCK-OUT

THRU-THE-BASE CHART (FIELD INST)			
THESE HOLES REQUIRED FOR USE WITH ACCY KITS: CRBTMPWRO02A01: GAS THRU CURB CRBTMPWRO04A01: GAS THRU BASEPAN			
	THREADED CONDUIT SIZE	WIRE USE	REQ'D HOLE SIZES (MAX.)
W	1/2"	ACC.	7/8" [22.2]
X	1/2"	24V	7/8" [22.2]
Y	1 1/4" (002,004)	POWER	1 3/4" [44.4]
Z *	(004) 3/4" FPT	GAS	1 3/4" [44.4]
* (002) PROVIDES 3/4" FPT THRU CURB FLANGE & FITTING. HOLE SIZE: 2" [50.8]			

THRU-THE-BASE CHART (FIOP)	
FOR "THRU-THE-BASEPAN" FACTORY OPTION, FITTINGS FOR ONLY X, Y, & Z ARE PROVIDED. **	
** FOR BELOW LISTED MODELS, A FIELD SUPPLIED 1/2" ADAPTER IS REQUIRED BETWEEN BASE PAN FITTING AND GAS VALVE: 48FCD,S*08,09	



ITC CLASSIFICATION	SHEET	DATE	SUPERCEDES	DESCRIPTION	MODEL	REV
U.S. ECCN:NSR	1 OF 3	03/12/21	-	48FC 08-12 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT	48TM006295	-

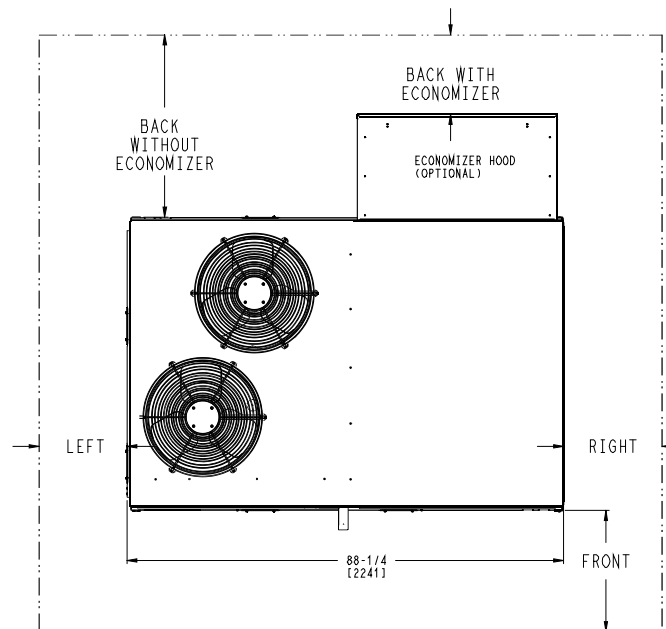
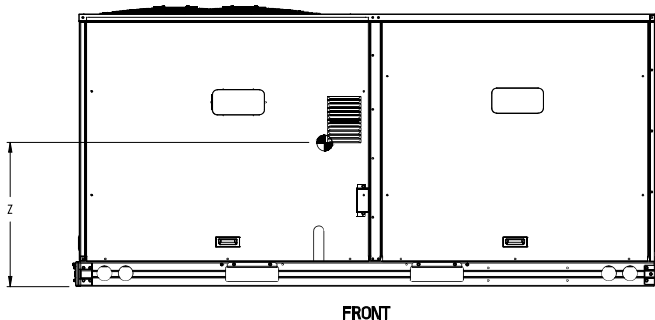
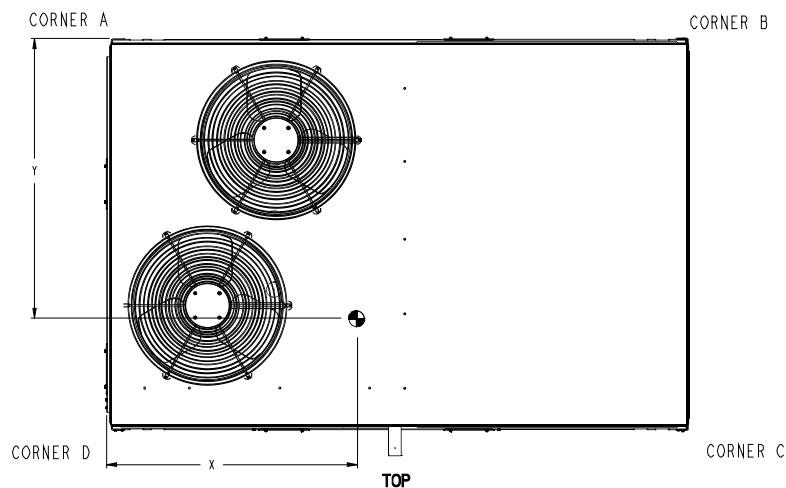
Certified Drawing for Pinecrest RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

UNIT	OUTDOOR COIL TYPE	STD. UNIT WEIGHT ***		CORNER WEIGHT (A)		CORNER WEIGHT (B)		CORNER WEIGHT (C)		CORNER WEIGHT (D)		C.G.			
		LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z	
48FC-M08	RTPF	787	357	181	82	150	68	207	94	249	113	40	1/2 [1016]	34 1/2 [876]	19 3/8 [492]
48FC-M09	RTPF	868	394	197	89	160	73	229	104	282	128	39 1/2 [1003]	35 [889]	18 5/8 [473]	
48FC-M12	RTPF	878	398	213	97	175	80	221	100	268	121	39 7/8 [1013]	33 1/4 [841]	18 1/2 [470]	

*** STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING. FOR OTHER OPTIONS AND ACCESSORIES, REFER TO THE PRODUCT DATA CATALOG.



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NOTE:
1. FOR ALL MINIMUM CLEARANCES LOCAL CODES OR JURISDICTIONS MAY PREVAIL.

SURFACE	SERVICE WITH:		OPERATING CLEARANCE
	CONDUCTIVE BARRIER	NONCONDUCTIVE BARRIER	
FRONT	48 [1219mm]	36 [914mm]	18 [457mm]
LEFT	48 [1219mm]	42 [1067mm]	18 [457mm]
BACK W/O ECON	48 [1219mm]	42 [1067mm]	18 [457mm]
BACK W/ECON	36 [914mm]	36 [914mm]	18 [457mm]
RIGHT	36 [914mm]	36 [914mm]	18 [457mm]
TOP	72 [1829mm]	72 [1829mm]	72 [1829mm]

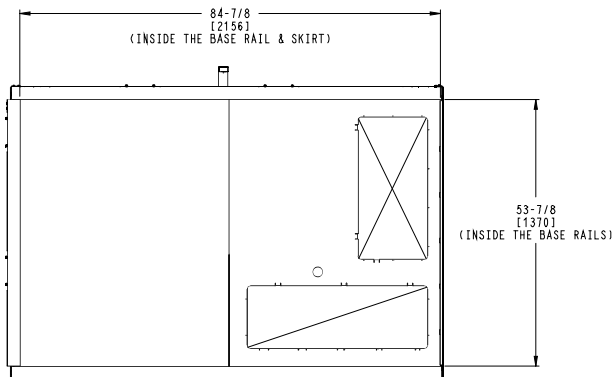
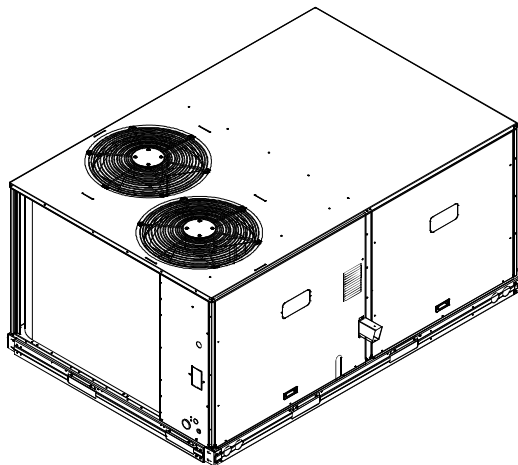
ITC CLASSIFICATION U.S. ECCN:NSR	SHEET 2 OF 3	DATE 03/12/21	SUPERCEDES -	48FC 08-12 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT	48TM006295	REV -
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Certified Drawing for Pincrest RTU 2

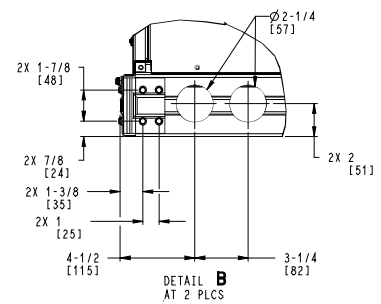
Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

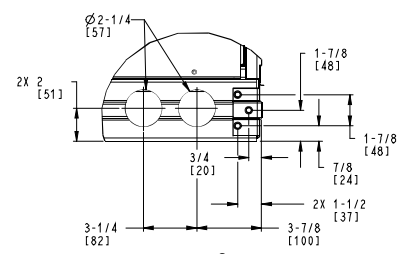
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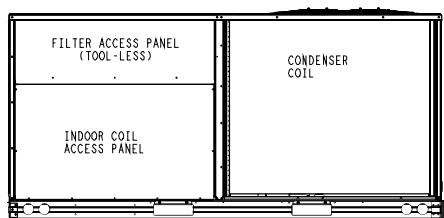
INSIDE BASERAIL DIMENSIONS
BOTTOM



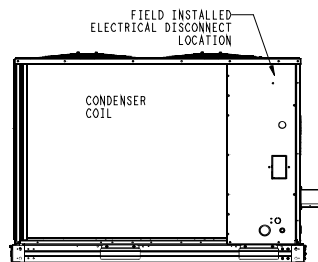
DETAIL B
AT 2 PLCS



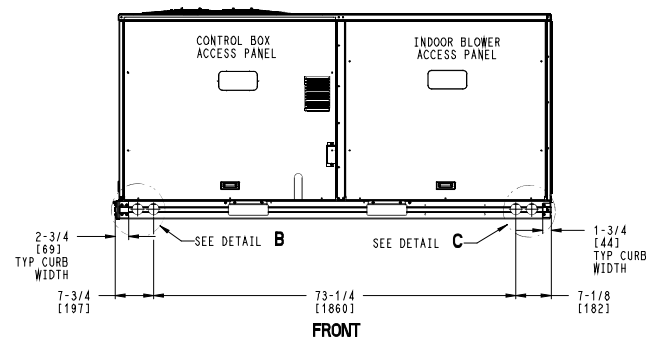
DETAIL C
AT 2 PLCS



BACK



LEFT



FRONT

ITC CLASSIFICATION	SHEET	DATE	SUPERCEDES	48FC 08-12 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT	48TM006295	REV
U.S. ECCN: NSR	3 OF 3	03/12/21	-			-

Performance Summary for Pinecrest RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Part Number:48FCEM09A2A5-0A0A0

ARI EER: 11.20
IEER: 15.0

Base Unit Dimensions

Unit Length: 88.1 in
Unit Width: 59.5 in
Unit Height: 49.4 in

Operating Weight

Base Unit Weight: 815 lb
Medium Heat: 15 lb

Total Operating Weight: 830 lb

Unit

Unit Voltage-Phase-Hertz: 230-3-60
Air Discharge: Vertical
Fan Drive Type: Vane Axial
Actual Airflow: 3400 CFM
Site Altitude: 0 ft

Cooling Performance

Condenser Entering Air DB: 95.0 F
Evaporator Entering Air DB: 80.0 F
Evaporator Entering Air WB: 67.0 F
Entering Air Enthalpy: 31.44 BTU/lb
Evaporator Leaving Air DB: 58.5 F
Evaporator Leaving Air WB: 57.6 F
Evaporator Leaving Air Enthalpy: 24.78 BTU/lb
Gross Cooling Capacity: 101.80 MBH
Gross Sensible Capacity: 78.96 MBH
Compressor Power Input: 6.95 kW
Coil Bypass Factor: 0.087

Heating Performance

Heating Airflow: 3400 CFM
Entering Air Temp: 70.0 F
Leaving Air Temp: 110.3 F
Gas Heating Input Capacity: 120.0 / 180.0 MBH
Gas Heating Output Capacity: 98.0 / 148.0 MBH
Temperature Rise: 40.3 F

Supply Fan

External Static Pressure: 0.50 in wg
Fan RPM: 1520
Fan Power: 1.22 BHP
NOTE: Selected IFM RPM Range: 1110 - 2000

Selection includes construction throwaway filter into the base fan curve. This filter is not MERV Rated.

Electrical Data

Voltage Range: 187 - 253
Compressor #1 RLA: 13.7
Compressor #1 LRA: 123
Compressor #2 RLA: 13.7
Compressor #2 LRA: 123
Indoor Fan Motor Type: MED
Indoor Fan Motor FLA (Total): 6.4
Combustion Fan Motor FLA (ea): 0.48

Performance Summary for Pinecrest RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Power Supply MCA:.....	41
Power Supply MOCP (Fuse or HACR):.....	50
Disconnect Size FLA:.....	42
Disconnect Size LRA:.....	263
Electrical Convenience Outlet:.....	None
Outdoor Fan [Qty / FLA (ea)]:.....	2 / 1.5

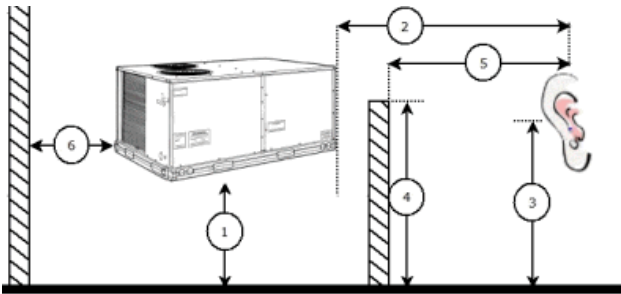
Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Acoustics

Sound Power Levels, db re 10E-12 Watts

	Discharge	Inlet	Outdoor
63 Hz	96.2	93.3	85.6
125 Hz	91.4	83.9	84.7
250 Hz	75.7	66.5	80.5
500 Hz	70.0	63.9	76.0
1000 Hz	64.8	61.3	72.4
2000 Hz	62.2	56.6	68.0
4000 Hz	65.7	55.9	62.8
8000 Hz	65.3	55.2	59.3
A-Weighted	78.2	71.9	79.0

Advanced Acoustics



Advanced Acoustics Parameters

- 1. Unit height above ground: **30.0** ft
- 2. Horizontal distance from unit to receiver: **50.0** ft
- 3. Receiver height above ground: **5.7** ft
- 4. Height of obstruction: **0.0** ft
- 5. Horizontal distance from obstruction to receiver: . **0.0** ft
- 6. Horizontal distance from unit to obstruction: **0.0** ft

Detailed Acoustics Information

Octave Band Center Freq. Hz	63	125	250	500	1k	2k	4k	8k	Overall
A	85.6	84.7	80.5	76.0	72.4	68.0	62.8	59.3	89.2 Lw
B	59.4	68.6	71.9	72.8	72.4	69.2	63.8	58.2	78.5 LwA
C	53.2	52.3	48.1	43.6	40.0	35.6	30.4	26.9	56.8 Lp
D	27.0	36.2	39.5	40.4	40.0	36.8	31.4	25.8	46.1 LpA

Legend

A Sound Power Levels at Unit's Acoustic Center, Lw

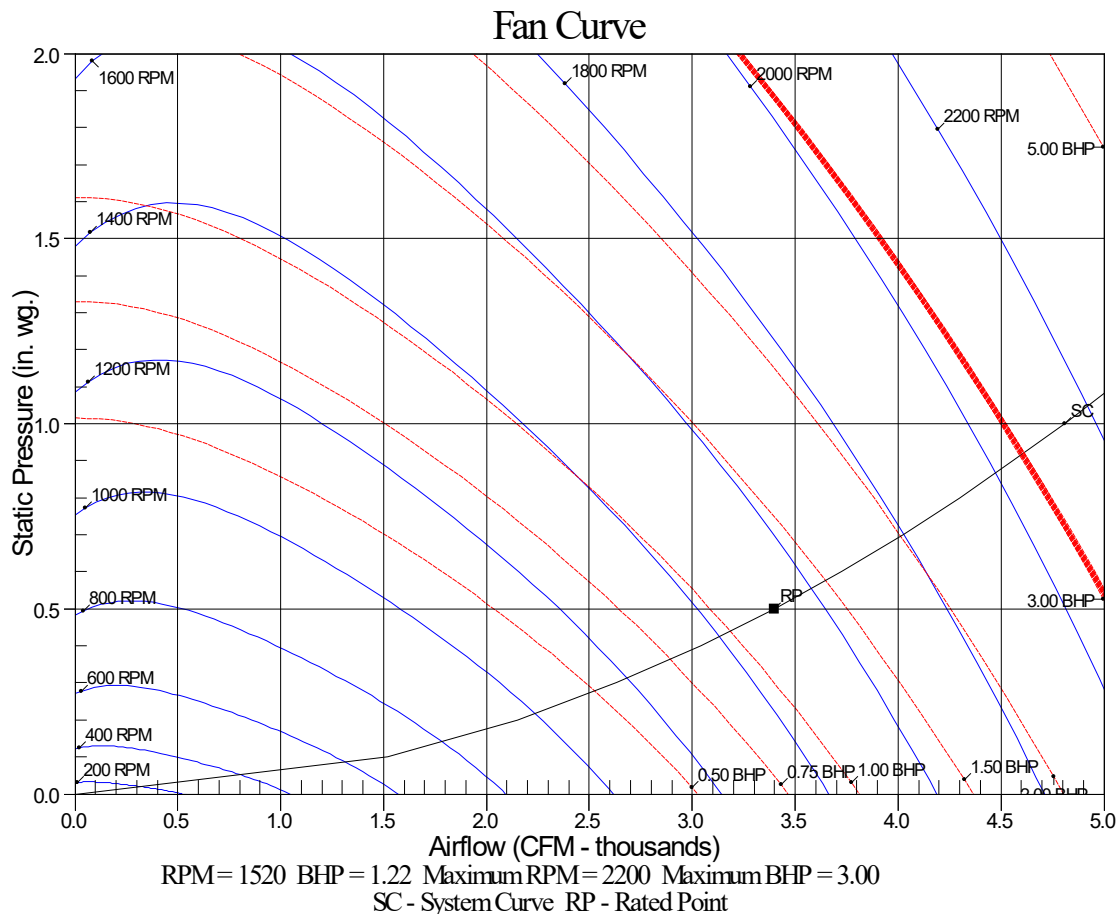
Performance Summary for Pinecrest RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

- B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA
- C Sound Pressure Levels at Specific Distance from Unit, Lp
- D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.



Performance Summary for Pinecrest RTU 2

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Power to NEW HVAC Roof Top Units – RTU 2

Service Location: Pinecrest – 11220 W. Algonquin Rd., Huntley

- Remove the existing $\frac{3}{4}$ " liquid tight conduit from the existing 6-gauge wires from where the conduit penetrates the roof and remove the existing disconnect.
 - Also remove the low voltage control wiring whip from the unit and replace the liquid tight conduit for the control wiring. LV wiring to be replaced and terminated by others as necessary.
 - Purchase 1 each 60amp, 240V and 3phase non fused disconnect to install on the new RTU2 and install new $\frac{3}{4}$ " liquid tight whip and fittings over the existing 6 - gauge wire and connect to the new RTU unit.
 - Removal and proper disposal of old equipment
-

Pinecrest - RTU 4

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Pinecrest RTU 4

**Tag Cover Sheet
Unit Report
Certified Drawing
Performance Report**

Unit Report for Pinecrest RTU 4

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

Unit Parameters

Unit Model:.....**48FCEM07A2A5-0A0A0**
Unit Size:.....**07 (6 Tons)**
Volts-Phase-Hertz:.....**230-3-60**
Heating Type:.....**Gas**
Heat Control:.....**Medium Heat**
Duct Cfg:.....**Vertical Supply / Vertical Return**
DX Options:**Single Circuit, Two Stage Cooling (07 only)**

Dimensions (ft. in.) & Weight (lb.) ***

Unit Length:.....**6' 2.375"**
Unit Width:.....**3' 10.625"**
Unit Height:.....**3' 5.375"**
Total Operating Weight:..... 625 lb

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

Lines and Filters

Gas Line Size: **1/2**
Condensate Drain Line Size: **3/4**
Return Air Filter Type: **Throwaway**
Return Air Filter Quantity: **4**
Return Air Filter Size: **16 x 16 x 2**

Selection includes construction throwaway filter into the base fan curve.

Unit Configuration

Direct Drive - EcoBlue - Medium Static
Al/Cu - Al/Cu
Base Electromechanical Controls
Standard Packaging

Warranty Information

1-Year parts(std.)
5-Year compressor parts(std.)
10-Year heat exchanger - Aluminized(std.)

No optional warranties were selected.

Ordering Information

Part Number	Description	Quantity
48FCEM07A2A5-0A0A0	Rooftop Unit	1

Certified Drawing for Pincrest RTU 4

Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

NOTES:

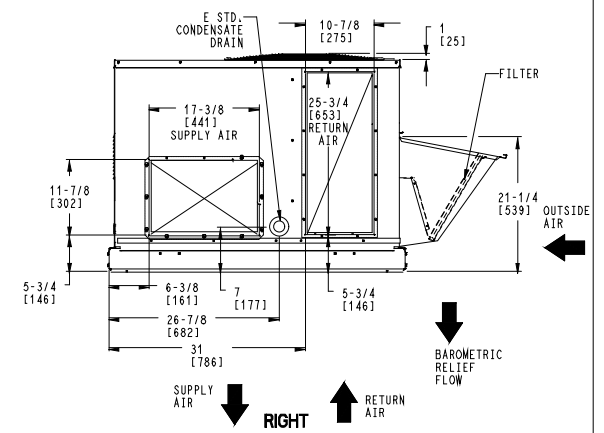
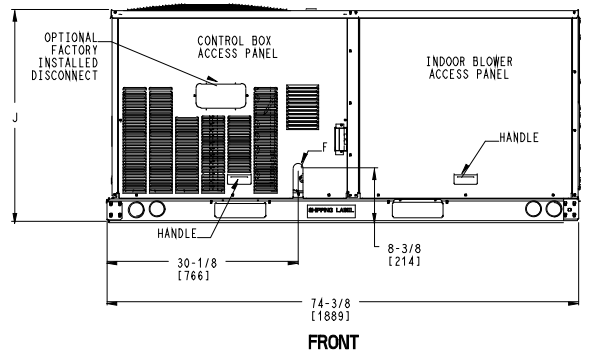
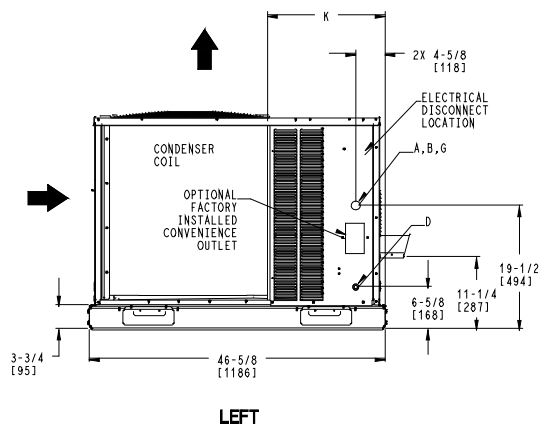
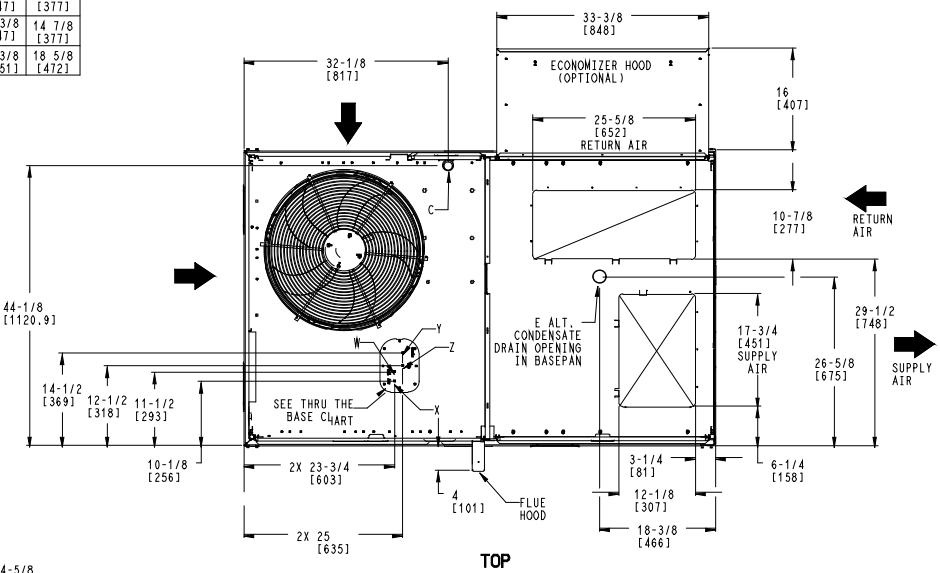
1. DIMENSIONS ARE IN INCHES. DIMENSIONS IN [] ARE IN MILLIMETERS.
2. CENTER OF GRAVITY
3. DIRECTION OF AIR FLOW
4. ALL VIEW DRAWN USING 3RD ANGLE

UNIT	J	K
48FC*04	33 3/8 [847]	18 5/8 [472]
48FC*05	33 3/8 [847]	14 7/8 [377]
48FC*06	33 3/8 [847]	14 7/8 [377]
48FC*07	41 3/8 [1051]	18 5/8 [472]

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CONNECTION SIZES	
A	1 3/8" [35] DIA. FIELD POWER SUPPLY HOLE
B	2" [50] DIA. POWER SUPPLY KNOCKOUT
C	1 3/4" [51] DIA. GAUGE ACCESS PLUG
D	7/8" [22] DIA. FIELD CONTROL WIRING HOLE
E	3/4"-14 NPT CONDENSATE DRAIN
F	1/2"-14 NPT GAS CONNECTION
G	2 1/2" [64] DIA. POWER SUPPLY KNOCK-OUT

THRU-THE-BASE CHART THESE HOLES REQUIRED FOR USE CRBTWRO8A00, 009A00			
	THREADED CONDUIT SIZE	WIRE USE	REQ'D HOLE SIZES (MAX.)
W	1/2"	115V	7/8" [22.2]
X	1/2"	24V	7/8" [22.2]
Y	3/4"	POWER	1-1/8" [28.6]
Z*	(009A00) 1/2" FPT	GAS	1-1/8" [28.6]
FOR "THRU-THE-BASEPAN" FACTORY OPTION, FITTINGS FOR ONLY X, Y, & Z ARE PROVIDED			
* (008A00) PROVIDES 3/4" FPT THRU CURB FLANGE & FITTING.			



ITC CLASSIFICATION	SHEET	DATE	SUPERCEDES	48FC 04-07 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT	48TC003093	REV
U.S. ECCN:NSR	1 OF 3	09/07/18	06/22/18			A

Certified Drawing for Pincrest RTU 4

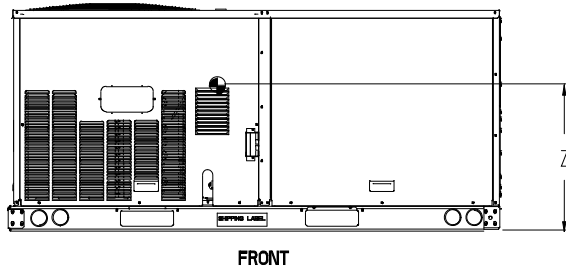
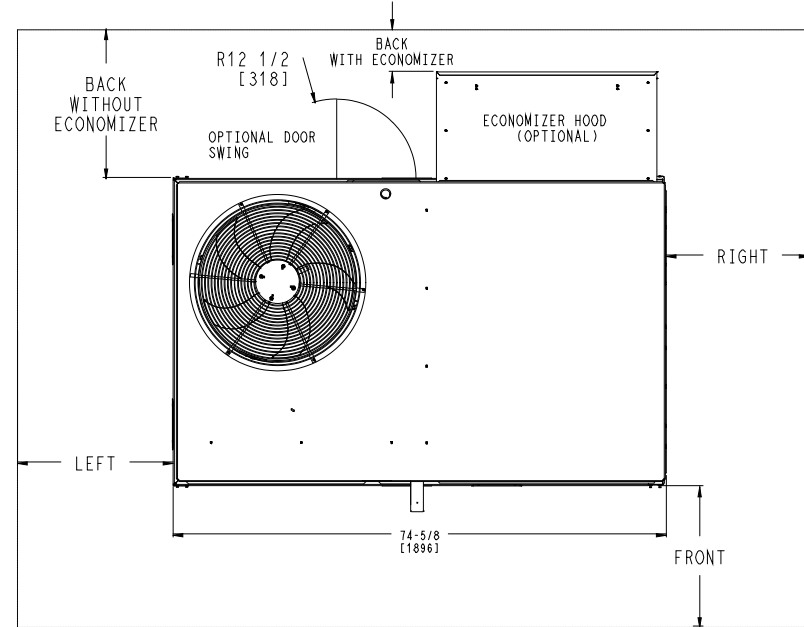
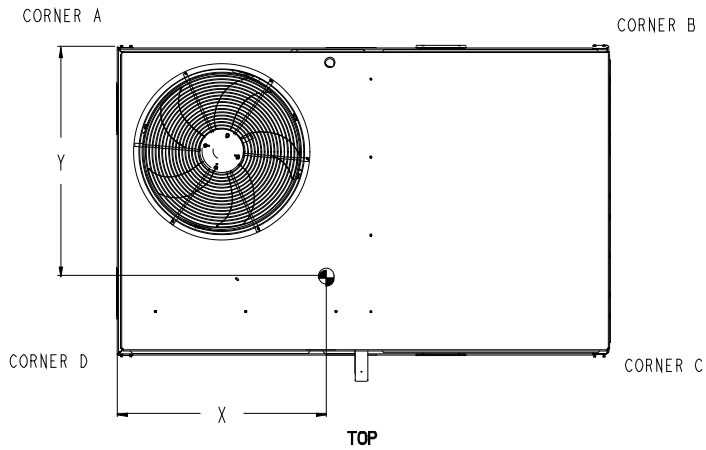
Project: Huntley Park
Prepared By:

11/06/2023
03:52PM

UNIT	STD. UNIT WEIGHT *		CORNER WEIGHT (A)		CORNER WEIGHT (B)		CORNER WEIGHT (C)		CORNER WEIGHT (D)		C.G.			HEIGHT
	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z	
48FC**04	482	219	113	51	116	53	128	58	125	57	37 5/8 [956]	24 9/16 [624]	18 1/4 [464]	
48FC**05	543	246	138	63	133	60	133	60	138	63	36 1/2 [927]	23 3/8 [594]	18 [457]	
48FC**06	556	252	142	64	136	62	136	62	142	64	36 1/2 [927]	23 3/8 [594]	18 [457]	
48FC**07	607	275	162	73	152	69	141	64	151	68	36 [914]	22 1/2 [572]	19 3/8 [492]	

* STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING. FOR OTHER OPTIONS AND ACCESSORIES, REFER TO THE PRODUCT DATA CATALOG.

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NOTES:

- FOR ALL MINIMUM CLEARANCES LOCAL CODES OR JURISDICTIONS MAY PREVAIL.

SURFACE	CLEARANCE		OPERATING CLEARANCE
	SERVICE WITH: CONDUCTIVE BARRIER	SERVICE WITH: NONCONDUCTIVE BARRIER	
FRONT	48 [1219mm]	36 [914mm]	18 [457mm]
LEFT	48 [1219mm]	42 [1067mm]	18 [457mm]
BACK	48 [1219mm]	42 [1067mm]	18 [457mm]
BACK W/HOOD	36 [914mm]	36 [914mm]	18 [457mm]
RIGHT	36 [914mm]	36 [914mm]	18 [457mm]
TOP	72 [1829mm]	72 [1829mm]	72 [1829mm]

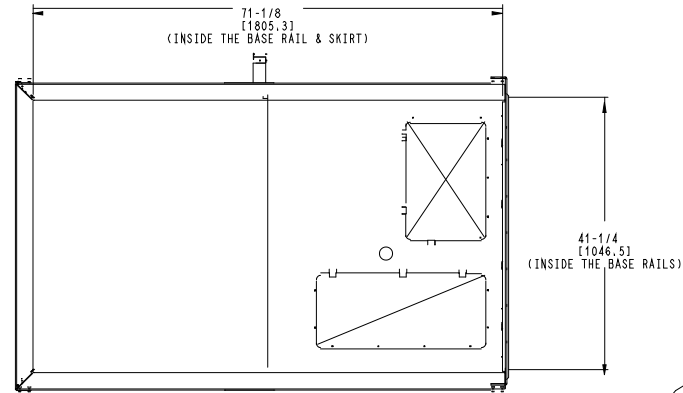
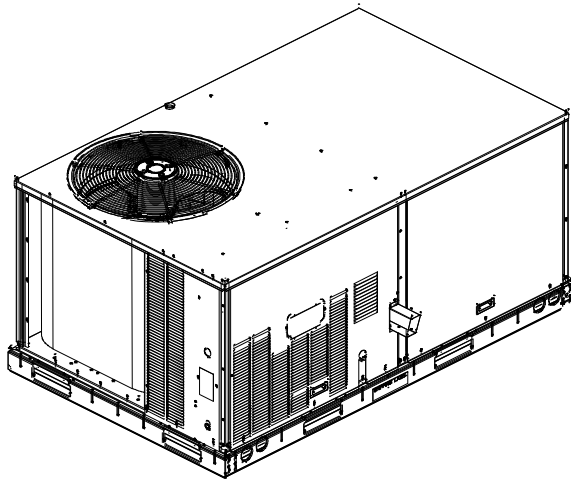
ITC CLASSIFICATION U.S. ECCN:NSR	SHEET 2 OF 3	DATE 09/07/18	SUPERCEDES 06/22/18	48FC 04-07 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT	48TC003093	REV A
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Certified Drawing for Pincrest RTU 4

Project: Huntley Park
Prepared By:

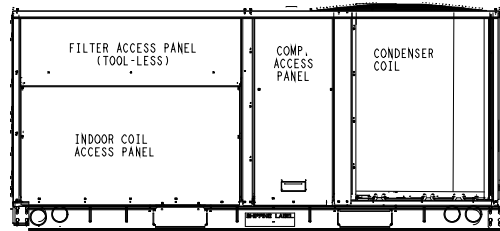
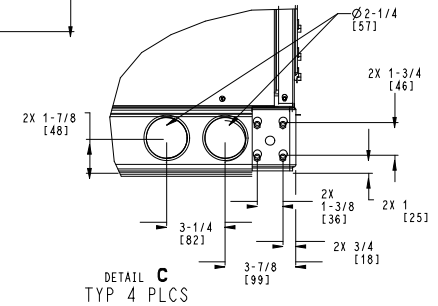
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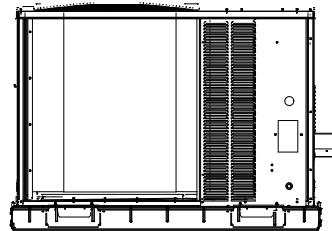


INSIDE BASERAIL DIMENSIONS

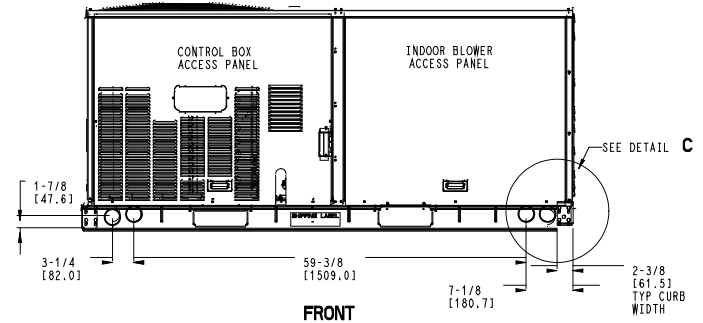
BOTTOM



BACK



LEFT



FRONT

ITC CLASSIFICATION	SHEET	DATE	SUPERCEDES	DESCRIPTION	REV
U.S. ECCN: NSR	3 OF 3	09/07/18	06/22/18	48FC 04-07 SINGLE PACKAGE ELECTRICAL COOLING WITH GAS HEAT	A
				48TC003093	

Power to new HVAC Roof Top Units – RTU 4

Service Location: Pinecrest 11220 W. Algonquin Rd., Huntley

- Remove the existing $\frac{3}{4}$ " liquid tight conduit over the existing wires (3phase, #8 and single phase #12 circuits) from the conduit that penetrates the roof and remove the existing fused disconnect.
 - Also remove the low voltage control wiring whip from the unit and replace the liquid tight conduit for the control wiring. LV wiring to be replaced and terminated by others as necessary.
 - Purchase 1 each 60amp, 240V and 3Phase non fused disconnect to install on the new RTU 4 and install new $\frac{3}{4}$ " liquid tight whip and fittings over the existing 3Phase #8gauge wire to the disconnect and reconnect to RTU4.
 - Also, repull the existing 120V 20amp wire through the new liquid tight and install and connect 1 each new GFCI WR service outlet with bubble cover on the unit.
 - Remove the existing 35amp I-line breaker (FH35A) in the existing 1600amp switchgear feeding RTU 4.
 - Purchase 1 each new FA340 breaker and install in the existing 1600amp switchgear on the existing 8-gauge wire feeding the unit.
 - Removal and proper disposal of old equipment
-

Part Number:48FCEM07A2A5-0A0A0

ARI EER:..... **11.00**
IEER:..... **15.0**

Base Unit Dimensions

Unit Length:..... **74.4** in
Unit Width:..... **46.6** in
Unit Height:..... **41.4** in

Operating Weight

Base Unit Weight:..... **562** lb
Medium Heat:..... **63** lb

Total Operating Weight:..... **625** lb

Unit

Unit Voltage-Phase-Hertz:..... **230-3-60**
Air Discharge:..... **Vertical**
Fan Drive Type:..... **Vane Axial**
Actual Airflow:..... **2100** CFM
Site Altitude:..... **0** ft

Cooling Performance

Condenser Entering Air DB:..... **95.0** F
Evaporator Entering Air DB:..... **80.0** F
Evaporator Entering Air WB:..... **67.0** F
Entering Air Enthalpy:..... **31.44** BTU/lb
Evaporator Leaving Air DB:..... **57.1** F
Evaporator Leaving Air WB:..... **56.2** F
Evaporator Leaving Air Enthalpy:..... **23.91** BTU/lb
Gross Cooling Capacity:..... **71.15** MBH
Gross Sensible Capacity:..... **52.00** MBH
Compressor Power Input:..... **5.27** kW
Coil Bypass Factor:..... **0.083**

Heating Performance

Heating Airflow:..... **2100** CFM
Entering Air Temp:..... **70.0** F
Leaving Air Temp:..... **108.8** F
Gas Heating Input Capacity:..... **110.0** MBH
Gas Heating Output Capacity:..... **88.0** MBH
Temperature Rise:..... **38.8** F
Thermal Efficiency (%):..... **80.0**

Supply Fan

External Static Pressure:..... **0.50** in wg
Fan RPM:..... **2013**
Fan Power:..... **0.87** BHP
NOTE:..... **Selected IFM RPM Range: 1596 - 2530**

Selection includes construction throwaway filter into the base fan curve. This filter is not MERV Rated.

Electrical Data

Voltage Range:..... **187 - 253**
Compressor #1 RLA:..... **17.5**
Compressor #1 LRA:..... **136**
Indoor Fan Motor Type:..... **MED**
Indoor Fan Motor FLA (Total):..... **5.5**
Combustion Fan Motor FLA (ea):..... **0.48**
Power Supply MCA:..... **29**
Power Supply MOCP (Fuse or HACR):..... **45**
Disconnect Size FLA:..... **28**
Disconnect Size LRA:..... **148**
Electrical Convenience Outlet:..... **None**
Outdoor Fan [Qty / FLA (ea)]:..... **1 / 1.5**

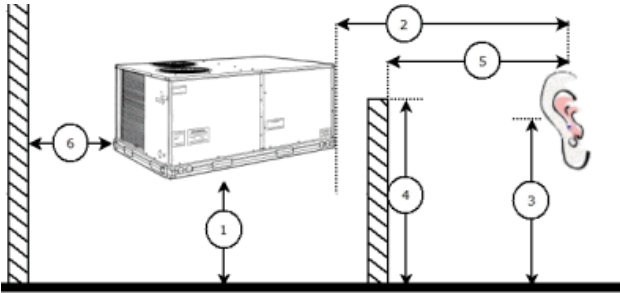
Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Acoustics

Sound Power Levels, db re 10E-12 Watts

	Discharge	Inlet	Outdoor
63 Hz	90.9	88.5	85.6
125 Hz	82.0	78.2	84.7
250 Hz	76.1	71.2	80.5
500 Hz	73.3	65.0	76.0
1000 Hz	69.8	67.5	72.4
2000 Hz	67.4	58.7	68.0
4000 Hz	63.5	51.9	62.8
8000 Hz	59.8	46.3	59.3
A-Weighted	76.3	71.3	79.0

Advanced Acoustics



Advanced Acoustics Parameters

- 1. Unit height above ground: **30.0** ft
- 2. Horizontal distance from unit to receiver: **50.0** ft
- 3. Receiver height above ground: **5.7** ft
- 4. Height of obstruction: **0.0** ft
- 5. Horizontal distance from obstruction to receiver: **.0.0** ft
- 6. Horizontal distance from unit to obstruction: **0.0** ft

Detailed Acoustics Information

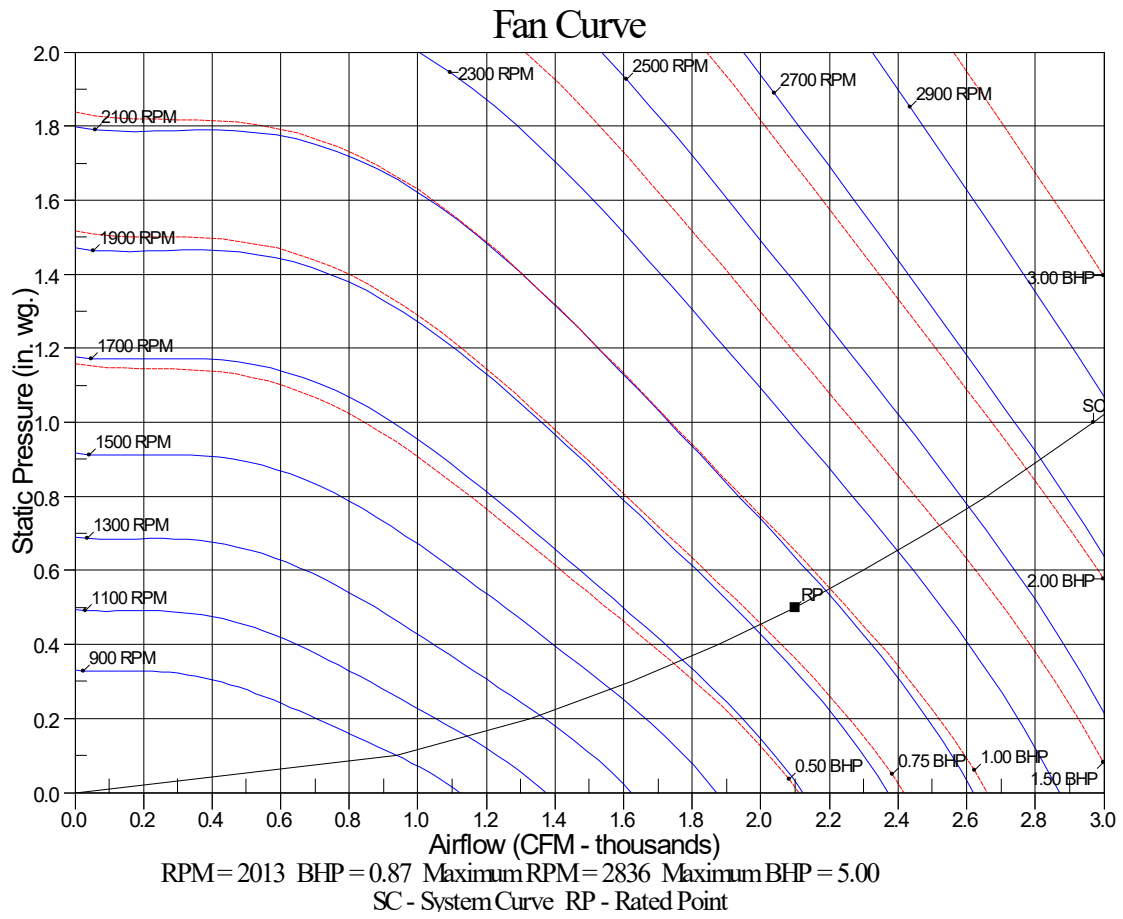
Octave Band Center Freq. Hz	63	125	250	500	1k	2k	4k	8k	Overall
A	85.6	84.7	80.5	76.0	72.4	68.0	62.8	59.3	89.2 Lw
B	59.4	68.6	71.9	72.8	72.4	69.2	63.8	58.2	78.5 LwA
C	53.2	52.3	48.1	43.6	40.0	35.6	30.4	26.9	56.8 Lp
D	27.0	36.2	39.5	40.4	40.0	36.8	31.4	25.8	46.1 LpA

Legend

- A Sound Power Levels at Unit's Acoustic Center, Lw
- B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA
- C Sound Pressure Levels at Specific Distance from Unit, Lp
- D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate

sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.



INSTRUCTIONS TO
BIDDERS

A. BID PROPOSAL FORM

1. Each bid must be in writing, in black ink or typewritten, and shall be made on the "Bid Proposal Form" furnished by the Park District.
2. All applicable blank spaces on the "Bid Proposal Form" must be fully filled in. All dollar amounts must be in words, as well as in figures, where applicable.
3. The signatures must be in longhand and executed by a duly authorized official of the bidder's organization and the name of the official and his title typed below the signature.
4. Erasures or other changes of the "Bid Proposal Form" shall be explained or noted over the signature of the bidder.

The bids shall be enclosed in a sealed envelope, clearly marked showing the bid identification, and date and time of opening in the left-hand corner, and addressed as follows:

Bid documents for: Replacement of 3 RTU Units at various park district locations.

The Park District will not be responsible for the premature opening of bid envelopes that are not properly marked. Any bids opened prior to the scheduled bid opening due to the Bidder's failure to properly mark the envelope in accordance with this section shall be deemed non-responsive and will not be considered.

5. Bid documents shall be delivered or mailed in time for the bid opening to the **Huntley Park District, 12015 Mill Street, Huntley IL. 60142 Attn: Wesley Peete**
 6. The receipt of bids will cease at the date and time set forth above for the receipt of bids. Bids received after the scheduled date and time **will not be considered** unless evidence is presented acceptable to the Park District that it was in possession of the bid prior to the bid opening date and the bid was inadvertently misplaced while in the Park District's possession. Bids will not be accepted after the scheduled date and time of opening, and any bids received late will be returned to the Bidder unopened, if possible. The bid will be opened if the Park District cannot ascertain the Bidder's name and address from the outside of the envelope.
-

7. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal showing good cause for said withdrawal is first delivered to the Park District Administration Office prior to commencement of the opening of bids. No bidder may withdraw a bid after opening of the bids.
8. Bidders shall guarantee their bids for a period of one hundred twenty (120) days after opening of bids. Oral bids or oral modifications to bids will not be considered.
9. It is the intention to award the contract to the lowest responsible and qualified bidder submitting a responsive bid. The "low" bid may be determined by reference to the Base Bid, or the Base Bid plus selected Alternates, or any combination thereof as the District shall determine to be in its best interests. To the extent permitted by Illinois law, the Park District hereby reserves the right to reject any or all proposals, waive informalities or technicalities, or to accept any proposals or portions of the bid work that, in its judgement, will be for the best interests of the public.
10. In determining whether a bidder is responsible, the Park District may consider such factors as the requested references and experience, all publicly available information, and information obtained by the District in its own due diligence (including but not limited to consideration of delivery guarantees, methods of construction, experience of assigned personnel) all in furtherance of its best interests.

B. MODIFICATION OF BIDS

Any bidder may modify his bid by written notice (signed by bidder) at any time prior to the scheduled closing time for receipt of bids, provided such written notice is received by the Huntley Park District prior to the closing time, and provided, further, the Park District is satisfied (as to telegraphic communications) that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time.

Modifications of bid submittals by telefax shall not be accepted.

All bidders are requested to notify the Park District immediately of any errors or omissions that are encountered. If a mistake in these documents is discovered after the bid opening, the Park District will be the sole judge of whether the mistake requires the submission of new bids. This decision shall be final and not subject to recourse. Errors and omissions by bidders on the Bid Form cannot be corrected after the bid opening. The bid will be rejected if the error or omission

on the Bid Form results in a material defect. Mere computational errors on the Bid Form, however, will be corrected by the Park District.

A. EXAMINATION OF SITE

All bidders submitting bids for this work shall first examine the "Contract Documents" referred to in the bid proposal form, **visit the site**, and fully inform themselves as to all existing conditions and limitations. All bids shall take into consideration such conditions as may affect the work under the Contract Documents. The Contract Documents include these instructions and the bid specifications.

B. DISCREPANCIES – ADDENDA - SUBSTITUTIONS

1. Should a bidder find, during the examination of the Contract Documents or after his visit to the site, any discrepancies, omissions, ambiguities, or conflicts in or among the Contract Documents, or should he be in doubt as to their meaning, he shall at once bring the questions to the attention of the Park District for answer and interpretation. The Park District will review the question and, where information sought is incorrectly shown or not clearly shown on the contract drawings or specifications, may issue an addendum to all bidders in which the interpretation will be made.
 2. Any requests shall be made in writing, and will be responded to in writing, issued as an addendum to all bidders.
 3. All addenda to bidders are to be incorporated in the bids and will become a part of the Contract Documents. No oral interpretation by the Park District or their representative will be binding; only instructions in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than two working days prior to the date set for receipt of bids.
 4. Each bid or proposal shall be based upon the material and equipment called for in the specifications. Items called for in the specifications are done so to establish a standard. Only prior written approval from the Park District shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.
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5. Requests for substitution shall be made five (5) calendar days prior to bid opening date to the Park District. Each substitution request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, all specifications for requested substitute including drawings with dimensions and any other data or information necessary for a complete evaluation. Any substitution accepted by the Park District shall be done so in a written addendum to the bid documents: no other substitution shall be granted.

C. BID SECURITY

1. Each bid should be accompanied by cash, certified check, cashier's check (said checks being made payable to the District) or a satisfactory bid bond, in an amount equal to ten percent (10%) of the amount of bid as a bid guarantee that bidder will, upon acceptance of the bid, enter into the contract, execute a surety bond, and take all other steps as specified in the Contract Documents and the "Bid Proposal Form". Within ten (10) days after receiving notice of acceptance of its bid by the District, a bidder's failure to accompany a bid with such cash or check security or bid bond may be cause for the Park District to refuse to accept the bid. However, the Park District reserves the right to accept a late submission of any such cash or check security or bid bond. Bidder's failure to enter into the Contract or to deliver other required documents within this ten (10) day period after bidder's receipt of notice of acceptance from the District and having said Contract tendered to the bidder by the District, shall entitle the District, at its sole discretion, to retain the proceeds of the bid guaranty as partial liquidated damages; provided that such retention by the District shall not preclude the District from holding the bidder fully liable for any and all damages which are in excess of said liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the bidder's failure to enter into said Contract and deliver the same to the District within said ten (10) day period as set forth herein.
 2. The bid security shall be returned promptly after the Park District and the successful bidder have executed the contract, or if no award has been made within 30 days after the date of opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of acceptance of his bid.
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C. BONDS

1. Performance and Payment Bond

The successful bidder must, at his expense only, furnish a payment and performance (Surety) bond in accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction" (30 ILCS 550/1), with good and sufficient sureties approved by the Park District. Such bond shall provide, among other conditions, for completion of the subject contract and for the payment of material and labor used in such work, whether by subcontractor or otherwise. Said Act provides that such bond will be deemed to contain certain stated provisions as outlined in said Act.

Said Act requires that such a bond must be supplied to the Park District by the successful bidder prior to commencing work. Cash or letters of credit will not suffice.

The successful bidder shall also set forth in said Surety Bond such provisions as will guarantee the faithful performance of the prevailing wage clause as set forth in Section I of "Instructions to Bidders" and set forth in paragraph 47 of the "General Conditions" as required by the 820 ILCS 130/4.

CONTRACTOR MUST SUBMIT THE BEST'S BOND RATING OF THE SURETY FOR THE CURRENT YEAR TO THE OWNER FOR APPROVAL. THE RATING SHALL BE A MINIMUM OF A- (12). THE OWNER RESERVES THE RIGHT TO REQUEST SUBSTITUTE SURETY, DISMISS THE CONTRACTOR, OR WAIVE REQUIREMENTS HEREIN TO THE OWNER'S BEST INTERESTS.

2. Maintenance Bond and/or Letter of Credit

Contractor shall furnish a Maintenance Bond and/or Irrevocable Letter of Credit to guarantee the work performed under the contract against defective workmanship and/or defective materials of any nature for a period of not less than 1 year from date of acceptance of the work or final payment, whichever is later. The Maintenance Bond shall be in form acceptable to the Park District. Letter of Credit furnished in lieu of Maintenance Bond shall be in form set forth herein.

D. INSURANCE

NOTICE TO CONTRACTORS ON REQUIRED CERTIFICATE OF INSURANCE

The Park District and the Park District Risk Management Agency, its insurance provider, require all contractors of construction and maintenance projects to maintain coverage (with Park District named as additional insured) according to the following schedule:

<u>Type of Insurance</u>	<u>Limits</u>	
General Liability	Each Occurrence	\$1,000,000
	Damage to Rented Prem.	\$ 100,000
	Med. Exp (any 1 person)	\$ 10,000
	Personal & Adv. Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products-Comp/Op Agg	\$2,000,000
Automobile Liability	Combined Single Limit (Ea. Accident)	\$1,000,000
Excess/Umbrella Liability	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
Worker's Comp. & Employers' Liability.	Statutory	
	E.L. Each Accident	\$1,000,000
	E.L. Disease-Ea. Employee	\$1,000,000
	E.L. Disease-Policy Limit	\$1,000,000

A certificate of insurance for the proper amount and type of coverage must be received by the Park District **before work begins**, naming "Belvidere Park District" as additional insured.

1. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retentions must be declared to, and approved by, the Park District. At the option of the Park District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Park District, its officers, elected and appointed officials, employees, volunteers, and agents; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

2. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability

- i. The Park District, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional

insureds as respects: liability arising out of premises owned, occupied, or used by the contractor and/or arising out of activities performed on or on behalf of the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Park District, its officers, elected and appointed officials, employees, volunteers, or agents.

- ii. The contractor's insurance coverage shall be primary insurance as respects the Park District, its officers, elected and appointed officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Park District, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Park District, its officers, elected and appointed officials, employees, volunteers, or agents.
- iv. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Park District, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.

4. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Park District.

5. Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in Illinois.

6. Verification of Coverage.

Contractor shall furnish the Park District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Park District before the premises are occupied. The Park District reserves the right to require complete certified copies of all required policies, at any time.

E. INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify, defend and hold harmless the Huntley Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses, investigations, and expenses, including, without limitation, legal fees (attorney's and paralegals' fees, court costs, and costs of appeals), arising out of or resulting from the Bidder's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Bidder shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Bidder's breach of any of its obligations under, or Bidder's default of, any provision of the Contract.

F. QUALIFICATIONS OF BIDDER

- 1.** The Park District may take such actions as it deems necessary to investigate the qualifications of each bidder and determine the ability of the bidder to perform the work. The Park District may use all publicly available information to determine whether the bidder is a responsible bidder.
 - 2.** Contractors must adhere to the bid criteria as specified.
 - 3.** The general contractor that is awarded the contract must have a major portion (approximately 75%) of his business experience involved in the major type of work specified herein. Therefore, the bidder will be required to furnish satisfactory proof of projects and references for work of this magnitude for the past three years prior to the award of the contract. The Park District's discretion alone shall control whether the general contractor possesses the required experience as herein set forth.
 - 4.** The Park District reserves the right to require of any bidder such information as stated above and necessary to verify the bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.
-

5. The Park District reserves the right to qualify or disqualify bidders as a result of lack of similar project experience and/or any other information obtained from the affidavit of experience form.

G. CONTRACTORS CERTIFICATION

1. Each bidder must certify on the enclosed form that he/she is not barred from bidding on this public contract as a result of violations of Sections 33E-3 or 33E-4 of the Criminal Code of 1961, as amended, 720 ILCS E-3 or 5/33E-4. (bid rigging or bid rotation).
2. Contractor shall also certify on the enclosed form that he/she provides for a Drug free Workplace, in accordance with 30 ILCS 580/1.
3. Contractor shall certify on enclosed form that no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.
4. Contractor shall be registered with the Village of Huntley.

H. FEDERAL / ILLINOIS STATUTES AND LAWS

I. RELATIONSHIP BETWEEN THE PARTIES

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract. The Contractor further acknowledges that the Contractor, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Park District and the Contractor or any of Contractor's subcontractors, employees, or agents; or (2) to create any relationship between the Park District and any subcontractor, employee, or agent of the Contractor. No claim as a third-party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the Park District.

J. ASSIGNMENT

This Contract is non-assignable in whole or in part by either party, and an assignment shall be void without the prior written consent of Park District, whose consent shall not be unreasonably withheld.

K. COMPLIANCE WITH ILLINOIS FREEDOM OF INFORMATION ACT

The Contract Documents, the bid documents, and all related documents submitted to the Park District pursuant to this project are public records subject to disclosure under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* Contractor agrees to maintain, without charge to the Park District, all records and documents related to this project in compliance with FOIA. In addition, Contractor shall timely produce records which are responsive to a request received by the Park District under FOIA so that the Park District may provide records to those requesting them within the time frames required under FOIA. If additional time is necessary to compile records in response to a request, then Contractor shall immediately so notify the Park District and if possible, the Park District shall request an extension so as to comply with FOIA. In the event the Park District is found to have not complied with FOIA due to Contractor's failure to produce documents or otherwise appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the Park District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

Human Rights Act

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) ("Rights Act"), all Contractors/Vendors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

1. a statement of illegality of sexual harassment;
2. the definition of sexual harassment under Illinois law;
3. a description of sexual harassment utilizing examples;
4. an internal complaint process, including penalties;
5. the legal resource, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of the Rights Act.

The Contractor understands, represents and warrants to the Park District that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the Park District in canceling this Contract shall not be construed as, and does not constitute, Park District's consent to such violation and a waiver of any rights the Park District may have, including without limitation, cancellation of this Contract.

In connection with the performance of work under this contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. The Bidder further agrees to take affirmative action to ensure Equal Employment Opportunities. The Bidder agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Equal Opportunity Clause.

L. DRUG FREE WORKPLACE

Contractor shall comply with the Illinois Substance Abuse Prevention on Works Projects Act and will be required to file a written substance abuse prevention program with the Park District for the prevention of substance abuse among its employees prior to the commencement of work. At the time of contract, the Contractor will also make the certification required in the Contract and will comply with all of the provisions of the Drug Free Workplace Act that are applicable to the Company. False certification or violation of the requirements of the Drug Free Workplace Act may result in sanctions including, but not limited to, suspension of the Contract with the Park District, termination of the Contract and debarment of contracting with the Park District for at least one (1) year but not more than five (5) years.

M. WARRANTY/GUARANTEE

The Bidder warrants to the Park District that the labor and materials furnished under the Contract will be of good quality and new unless otherwise expressly required or permitted under the Specifications, that the work and materials will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Specifications. Work and materials not conforming to the Specifications, including substitutions not properly approved and authorized, may be considered defective and will be rejected by the Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

All labor provided under this bid and any contract arising there from is guaranteed against any defect due to faulty workmanship for a period of one (1) year after performance of the labor in question. Any such defects must be corrected, either through repair or replacement, at the expense of the Bidder. Bidder must provide the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If necessary, the Bidder will assign all manufacturers' warranties to the Park District.

N. FURTHER ASSURANCES

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Park District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Park District.

O. TERMINATION

The Park District may terminate the Contract, for any or no reason, upon providing thirty ("30") days prior written notice to the Contractor. If the Contractor breaches or otherwise fails to comply with any material term or condition of this Contract, and the Contractor fails to cure or remedy the breach or failure to comply within seven ("7") days of receiving notice thereof from the Park District, then the Park District may immediately terminate the Contract. In the event the Contract is terminated, the Park District shall reimburse the Contractor for services actually performed and reasonable expenses actually incurred by the Contractor.

P. JURISDICTION; VENUE

This Contract shall be construed under and governed by the laws of the State of Illinois, and the exclusive jurisdiction and venue for all claims and controversies arising hereunder shall be the Circuit Court of McHenry County, Illinois.

Q. PARK DISTRICT'S RIGHT

The Park District at all times reserves the right to reject any and all bids submitted thereunder, accept any bid in the best interest of the Park District and the right to waive minor deviations from the "Contract Documents".

R. PAGES COMPLETED PRIOR TO OR AT THE TIME OF THE OWNER/CONTRACTOR AGREEMENT

In order for the Contract to be effective, the successful bidder shall complete, by the time of the execution of the Contract, the following pages: the Contract, Performance Bond Guarantee, Labor & Material, Payment Bond Guarantee, Maintenance Bond or Letter of Credit, Verification of Insurance.

**CERTIFICATE OF
COMPLIANCE**

Pursuant to Illinois Compiled Statutes Chapter 720, Sec. 33E-3 and 33E-4
_____, being the contractor under that
certain contract dated _____ with the Huntley Park District for
_____ hereby certifies that said contractor is
not barred from bidding on the aforesaid contract as a result of a violation of any
applicable provision of the Criminal Code of 1961 720 ILCS 5133E-3 and 33E-4. (bid-
rigging, bid rotation).

Contractor:

By _____

SUBSCRIBED AND SWORN TO:

Before me this _____ day

of _____ 2023

Notary Public

CERTIFICATE OF COMPLIANCE DRUG
FREE WORKPLACE ACT

Illinois Compiled Statutes, Ch. 30, Sec. 580/1 et seq.

_____ contractor under a certain contract dated

with the Huntley Park District for _____ hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

- 1 the dangers of drug abuse in the workplace;
2. the contractor's policy of maintaining a drug free workplace;
3. any available drug counseling, rehabilitation, and employee assistance programs; and
4. the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

D. Notifying the Huntley Park District within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.

- E. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employee sanctions and remedies. A contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
 1. Take appropriate personnel action against such employee up to and including termination; or
 2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Contractor:

By:

Its:

SUBSCRIBED AND SWORN to

before me this _____ day of _____, 2023

Notary Public

**Bid
Proposal
Form**

Proposal price for 3 RTU
replacements

_____ (\$) _____

Accepted By: _____ Date: _____

Signature: _____

AFFIDAVIT OF EXPERIENCE (This Affidavit must be executed)

STATE OF _____)

) SS: _____

COUNTY OF _____)

_____, being duly sworn, says that he

is _____ of _____
(sole owner, member of firm, corporate official) (Individual, firm)

_____, which has done work for the following parties of or
(Corporate name) the general kind and approximate magnitude required under this
Contract:

(List project name, contact, and phone number)

And that _____ owns or has available for
(He, said firm, said corporation) immediate use on the proposed work the following
Plant and equipment:

And that _____ will be assigned to work under this (name of
Superintendent) Contract, and that his experience in this kind of work is as follows:

(Signature) _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

CONTRACT TO BE EXECUTED BY SUCCESSFUL BIDDER



CONTRACT FOR PROJECT

*This agreement, made this **XXth** day of **Month**, 2023 between the Huntley Park District, Huntley, Illinois, hereinafter referred to as "Park District" and **Contractor**, hereinafter referred to as "Contractor." The Park District and the Contractor are sometimes hereinafter referred to as "Party" and collectively as "Parties."*

WITNESSETH

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

Section I-Contract Documents

The Contract consists of this document together with _____ the Bid Document issued by the Park District dated **Month XX, 2023**, <<<and the completed proposal of Contractor dated _____, including the completed bid/proposal form and any addenda thereto as modified by the Parties>>>>note: tailor to actual facts of documents that will make up this agreement), all of which are attached hereto ("Contract Documents"). These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding. The terms or conditions of this Contract may not be modified, except in writing signed by all the parties.

Section II- Contract Work

The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Contract Documents. The Work shall be furnished and completed in accordance with the Contract Documents.

Section III- Date of Commencement and Final Completion

The Work shall commence upon issuance of Notice to Proceed, expected to be released in **Month 2023**.

The Contractor shall be completed with the work by **Month XX, 2023**.

Time is of the essence for all matters concerning this Contract.

Section IV- Contract Sum

The Park District agrees to pay the Contractor for the performance of the Contract Work in the manner set forth in the Contract Documents. The Contract Sum is: **dollar amount in words (\$X,XXX.XX)**. Payment(s) shall be made to the Contractor by the Park District only after the Contractor has fully performed the Contract Work and fulfilled the terms of the Contract Documents.

Section V- Additional Terms

1. The contractor, subcontractors, and suppliers shall perform all work required for the Project in a good and workmanlike manner.
2. The Park District has determined that the Illinois Prevailing Wage Act applies to this Contract. Contractor shall therefore comply with the Illinois Prevailing Wage Act and shall pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Huntley Park District. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to Department of Labor as required by Statute or Regulation, in the manner specified by the Department of Labor (e.g., through the Department's portal) including certified payroll. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Huntley Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Huntley Park District agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: **<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>**.

The Contractor shall also:

- (1) Insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
 - (2) Require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.
3. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the
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performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

4. Contractor shall contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work.
5. Any and all documents and improvements subject to this Contract are, at all times, property of the Park District.
6. Contractor shall file a written substance abuse prevention program with the Park District for the prevention of substance abuse among its employees prior to the commencement of the Contract Work.
7. Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Huntley Park District as Obligee, for not less than one hundred percent (100%) of the contract amount will be required prior to beginning construction and in a form approved by the Park District Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
8. Contractor shall submit a Certificate of Insurance complying with the terms, per the Project Manual dated **Month XX, 2023**, prior to mobilization.

Section VI - Insurance

1. Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of Work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Contractor.
 2. **Minimum Scope of Insurance.**
Coverage shall be at least as broad as:
 - i. Broad Form Comprehensive General Liability, or the most recent revision.
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- ii. Worker's Compensation insurance as required by statute and Employers Liability insurance.

3. Minimum Limits of Insurance.

Provider shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
- b. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

4. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retentions must be declared to, and approved by, the Park District. At the option of the Park District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Park District, its officers, elected and appointed officials, employees, volunteers, and agents; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions in the General Liability Coverage:

- a. The Park District, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the Contractor and/or arising out of activities performed on or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Park District, its officers, elected and appointed officials, employees, volunteers, or agents.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Park District, its officers, elected and appointed officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Park District, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Park District, its officers, elected and appointed officials,
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employees, volunteers, or agents.

- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Park District, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.

7. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Park District.

8. Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in Illinois.

9. Verification of Coverage.

Contractor shall furnish the Park District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Park District before the premises are occupied. The Park District reserves the right to require complete certified copies of all required policies, at any time.

10. Indemnification Clause.

Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Park District and shall indemnify the Park District and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Park District would otherwise have. The Contractor shall similarly, protect, and indemnify the Park District, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason

of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.

Section VII- Assignment

This Contract is non-assignable in whole or in part by either Party, and an assignment shall be void without the prior written consent of Park District, whose consent shall not be unreasonably withheld.

Section VIII- Contractor Status

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

Section IX- Waiver of Terms

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

Section X- Compliance with Freedom of Information Act.

Contractor agrees to maintain, without charge to the Park District, all records and documents for projects of the Park District in compliance with the Freedom of Information Act ("FOIA"), 5 ILCS 140/1 et seq. In addition, Contractor shall timely produce records which are responsive to a request received by the Park District under FOIA so that the Park District may provide records to those requesting them within the required statutory time frames. If additional time is necessary to compile records in response to a request, then Contractor must timely notify the Park District and if possible, the Park District will request an extension so as to comply with FOIA. In the event that the Park District is found to have not complied with FOIA due to Contractor's failure to produce documents or otherwise timely or appropriately respond to a request under FOIA, then Contractor shall indemnify and hold the Park District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

Section XI – Human Rights Act (if project financed by funds from State of Illinois)

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) (“Rights Act”), all Contractors/Vendors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

1. a statement of illegality of sexual harassment;
2. the definition of sexual harassment under Illinois law;
3. a description of sexual harassment utilizing examples;
4. an internal complaint process, including penalties;
5. the legal resource, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”);
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of the Rights Act.

The Contractor understands, represents and warrants to the Park District that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the Park District in canceling this Contract shall not be construed as, and does not constitute, either the Park District’s consent to such violation or a waiver of any rights the Park District may have, including without limitation, cancellation of this Contract.

Section XII - Other Applicable Laws

This contract shall be governed by the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Circuit Court for the County in which the Project takes place, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney’s fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Park District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

Section XIII – Further Assurances

Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Park District, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Park District for the purpose of or in connection with goods and services described in the Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the District.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

HUNTLEY PARK DISTRICT

By: _____
Huntley Park District

CONTRACTOR

By: _____

Contractor
Company _____
