

February 2, 2023

ADVERTISEMENT FOR BIDS

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

RTU Theater Replacement and Gym Boiler

Sealed proposals will be received on or before February 14th at 9:00AM in the REC Center 12015 Mill Street Huntley, IL. 60142. Project proposals will be publicly opened and read aloud at that time.

Tile contractors will be required to comply with all laws, including those relating to the employment of labor and payment of the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of worker or mechanic needed to execute the contract or perform such work, as well as the general prevailing rate for legal holiday and overtime work, as ascertained by the Park District or by the Illinois Department of Labor for McHenry County, Illinois, shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

Bid packets may be obtained from the REC Center, 12015 Mill Street, Huntley, IL 60142, beginning Friday February 3, 2023, or through the Huntley Park District website. Bids are due by February 14, 2023.

The Huntley Park District reserves the right to reject any or all bids, or to waive any irregularities in any bid in the interest of the Park District. If the District finds reason to disqualify or reject the apparent low Bidder, the Park District reserves the right to award the Contract to the next lowest responsible Bidder, or to rebid the entire Project, or to cancel the Project. The Huntley Park District will not be liable in any way for any costs incurred by respondents in replying to this bid.

Wesley Peete
Director of Parks and Facilities

Bid Documents

February 2023

RTU Theater Replacement and Gym Boiler

Bids due by February 14 at 9:00AM

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Specifications:

Gym Boiler Specifications

HOT WATER CONDENSING BOILERS

1. BASIS OF DESIGN:
 - a. HTP ELITE-XL (ELX-500-FBN, OR ELX-800-FBN)
2. ALTERNATE MANUFACTURERS AS LISTED BELOW MUST BE LISTED AS ADD OR DEDUCT TO THE BASE OF DESIGN:
 - a. (ONLY IF EQUAL) IBC I-FIRE, PATTERSON KELLY MACH, CLEAVER BROOK CLEARFIRE

UNITS SHALL INCLUDE THE FOLLOWING ITEMS:

1. 316L SS WATER TUBE HEAT EXCHANGER, GASKETLESS DESIGN
2. FULLY REMOVEABLE PANELS ON FRONT SIDES FOR MAINTENANCE ACCESS
3. INTERNAL BACKFLOW CHECK FOR OPTIONAL COMMON VENTING
4. 928 CONTROLLER WITH OUTDOOR RESET AND INDIRECT PRIORITY
5. COLOR TOUCH DISPLAY WITH EMBEDDED WIFI; BACNET CARD OPTIONAL
6. HIGH RESOLUTION FLOW SWITCH
7. 97%TE, 10:1 TURNDOWN
8. CASTER WHEELS WITH ADJUSTABLE LEVELING PADS
9. OPTIONAL STACKING RACK KIT AS NEEDED
10. PROVIDE WITH CSD-2 APPROVED TRIM
11. PROVIDE WITH GRUNDFOS PRIMARY PUMP WITH Y-STRAINER AND CHECK VALVE
12. PROVIDE WITH INLINE AIR SEPARATOR FOR EACH BOILER PRIMARY LOOP IN LIEU OF ONE IN MAINS

INDIRECT DOMESTIC WATER HEATER

1. BASIS OF DESIGN:
 - a. HTP SUPERSTOR ULTRA
2. ALTERNATE MANUFACTURERS AS LISTED BELOW MUST BE LISTED AS ADD OR DEDUCT TO THE BASE OF DESIGN:
 - a. (ONLY IF EQUAL) NTI, CEMLINE, IBC

UNITS SHALL INCLUDE THE FOLLOWING ITEMS:

1. STAINLESS STEEL TANK, INSULATED AND JACKETED
2. GLASS/CERAMIC LINED TANK NOT ACCEPTABLE
3. NO ANODE RODS
4. WATER TUBE SS/CUPRONICKEL HEAT EXCHANGER DESIGN
5. PROVIDE WITH GRUNDFOS ECM SS RECIRC PUMP W/ AQUASTAT (TIMER BY OTHERS AS REQ'D)
6. PROVIDE WITH GRUNDFOS UPS BOILER WATER SUPPLY PUMP
7. PROVIDE WITH 1-1/4" THERMOSTATIC MIXING VALVE

Specifications:

Theater RTU Specifications

Applied Packaged Cooling Unit and Applied Packaged Cooling Unit with Gas Heat — Constant Volume or Staged Air Volume Application

HVAC Guide Specifications

Carrier Model Number: **48A8**

•General

SYSTEM DESCRIPTION

Outdoor roof curb or slab mounted, electronically controlled heating and cooling unit utilizing hermetic scroll compressors with crankcase heaters for cooling duty and with optional gas heat or electric heat. Units shall discharge supply and return air vertically or horizontally as shown on contract drawings.

QUALITY ASSURANCE

- Unit shall be rated in accordance with AHRI (Air-Conditioning, Heating, and Refrigeration Institute) Standard 340/360, latest edition.
- Unit shall be designed to conform to ANSI (American National Standards Institute)/ASHRAE 15, ASHRAE 62, and UL (Underwriters Laboratories) Standard 1995.
- Unit shall be listed by ETL and ETL, Canada as a total package.
- The 48A2, A4,A6,A8 units shall be designed to conform with ANSI Standard Z21.47 (U.S.A.) / CSA (Canadian Standards Association) Standard 2.3 (Canada), Gas-Fired Central Furnaces.
- Roof curb shall be designed to NRCA (National Roofing Contractors Association) criteria per Bulletin B-1986.
- Insulation and adhesive shall meet NFPA (National Fire Protection Association) 90A requirements for flame spread and smoke generation.
- The management system governing the manufacture of this product is ISO (International Organization for Standardization) 9001:2015 certified.
- **DELIVERY, STORAGE AND HANDLING**
Unit shall be stored and handled per manufacturer's recommendations. All exposed coils shall have protective shipping covers.

Products

APPROVED MANUFACTURERS

The following manufacturers are approved to bid. Contractor must submit base of design and any other manufacturer shall be submitted as add or deduct to the base bid.

1. Carrier (base of design)
2. Daikin
3. Aeon
4. Trane

EQUIPMENT

General:

Factory-assembled, single-piece heating and cooling unit. Contained within the unit enclosure shall be all factory wiring, piping, refrigerant charge (R-410A), operating oil charge, dual refrigerant circuits, microprocessor-based control system and associated hardware, and all special features required prior to field start-up.

Warranty

1. The following warranty policies shall be included with the RTU. Warranty period shall begin from unit start up or 6 months from shipment, whichever is first.
 - a. Complete Unit First Year Parts and Labor Warranty
 - b. Five Year Compressor Parts Only Warranty

Unit Cabinet:

1. Constructed of galvanized steel, bonderized and precoated with a baked enamel finish.
 - a. Top cover shall be 18-gage sheet metal with 0.75-in. thick, 1.5-lb density, fiberglass insulation.
 - b. Access panels and doors shall be 20-gage sheet metal with 0.5-in. thick, 1.5-lb density, fiberglass insulation.
 - c. Corner and center posts shall be 16-gage galvanized steel.
 - d. Basepans in the heating and return air sections shall be 16-gage galvanized steel.
 - e. Basepans in the condenser section shall be 16-gage galvanized steel.
 - f. Compressor rail shall be 12-gage galvanized steel.
 - g. Condensate pan shall be 16-gage aluminized steel.
 - h. Air baffles shall be 18-gage galvanized steel with 0.5-in. thick, 1.5-lb density, fiberglass insulation.
 - i. Base rail shall be 14-gage galvanized steel.
 - j. Fan deck (indoor and outdoor section) shall be 16-gage galvanized steel.
2. Unit casing shall be capable of withstanding 500-hour salt spray exposure per ASTM (American Society for Testing and Materials) B117 (scribed specimen).
3. Sides shall have person-sized insulated hinged access doors for easy access to

the control box and other areas requiring servicing. Each door shall seal against a rubber gasket to help prevent air and water leakage and be equipped to permit ease and safety during servicing.

4. Interior cabinet surfaces shall be sheet metal lined or insulated with flexible fire-retardant material, coated on the air side.
5. Unit shall have a factory-installed sloped condensate drain connection made from an aluminized steel or optional stainless steel.
6. Equipped with lifting lugs to facilitate overhead rigging.
7. Filters shall be accessible through a hinged access panel.

Fans:

8. Indoor Evaporator Fans:
 - a. Double-width/double-inlet, centrifugal, belt driven, forward-curved type with single outlet discharge.
 - b. Fan shaft bearings shall be of the pillow-block type with positive locking collar and lubrication provisions.
 - c. Statically and dynamically balanced.
 - d. Evaporator fan shaft bearings shall have a life of 200,000 hours at design operating conditions in accordance with ANSI B3.15.
 - e. Solid fan shaft construction for size 020-050 units and two-piece solid fan shaft construction on the size 060 unit.
2. Condenser Fans:
 - a. Fans shall be direct-driven propeller type only, with corrosion-resistant blades riveted to corrosion resistant steel supports for all size 020-050 units and the size 060 unit with optional condenser coil. Size 060 units with the microchannel condenser coil shall have a direct driven, 9-blade airfoil cross section, reinforced polymer construction, and shrouded-axial type fans with inherent corrosion resistance.
 - b. Fans discharge air vertically upward and are protected by PVC coated steel wire safety guards.
 - c. Statically and dynamically balanced.
3. Fan Drive for SAV™ (Staged Air Volume) Units:

Staged air volume units shall be equipped with variable frequency drive (VFD) inverter. The VFD shall control motor speed to user-configurable speeds. The high and low fan speeds shall be user configurable between 0 and 100% of 60 Hz. The control shall also include dedicated heating fan speeds. The heating low fan speed shall be configurable between 75% and 100%. The high heating fan speed shall be 100%. The VFD shall be factory mounted, wired, and tested. The variable speed drive shall include the following features.

 - a. Full digital control with direct control from the unit *ComfortLink* controls.
 - b. Insulated gate bi-polar transistors (IGBT) used to produce the output pulse width modulated (PWM) waveform, allowing for quiet motor operation.
 - c. Inverters capable of operation at a frequency of 8 kHz so no acoustic noise

shall be produced by the motor.

- d. Critical frequency avoidance.
- e. Self diagnostics.
- f. On-board storage of unit manufacturer's customer user settings, retrievable from the keypad.
- g. RS485 communications capability.
- h. Electronic thermal overload protection.
- i. 5% swinging chokes for harmonic reduction and improved power factor.
- j. All printed circuit boards shall be conformal coated.
- k. Shall, through ABB, qualify for a 24-month warranty from date of commissioning or 30 months from date of sale, whichever comes first.

Compressors:

- 1. Fully hermetic, scroll type compressors with overload protection and short cycle protection with minimum on and off timers.
- 2. Factory rubber-in-shear mounted for vibration isolation.
- 3. Reverse rotation protection capability.
- 4. Crankcase heaters shall only be activated during compressor off mode.

Coils:

- 5. Standard evaporator coil shall have aluminum plate fins mechanically bonded to seamless internally grooved copper tubes with all joints brazed.
- 6. Standard condenser coil shall be microchannel design. The coil shall have a series of flat tubes containing a series of multiple, parallel flow microchannels layered between the refrigerant manifolds. Microchannel coils shall consist of a two-pass arrangement. Coil construction shall consist of aluminum alloys for the fins, tubes, and manifolds.
- 7. Coils shall be leak tested at 150 psig and pressure tested at 650 psig.

Gas Heating Section (48 Series Only):

- 8. Induced-draft combustion type with energy-saving direct spark ignition systems and redundant main gas valves.
- 9. The heat exchanger shall be of the tubular section type constructed of a minimum of 20-gage steel coated with a nominal 1.2 mil aluminum-silicone alloy for corrosion resistance. Optional stainless steel heat exchangers shall be available.
- 10. Burners shall be of the in-shot type constructed of aluminum coated steel.
- 11. All gas piping shall enter the unit cabinet at a single location.
- 12. Induced Draft Fans:
 - a. Direct-driven, single inlet, forward-curved centrifugal type.
 - b. Statically and dynamically balanced.
 - c. Made from steel with a corrosion-resistant finish.
- 6. High-corrosion areas such as flue gas collection and exhaust areas shall be lined with corrosion resistant material.

Refrigerant Components:

Unit shall be equipped with dual refrigerant circuits, each containing:

1. Solid core filter drier.
2. Thermostatic expansion valve.
3. Fusible plug.

Filter Section:

Standard filter section shall be supplied with 2-in. thick disposable fiberglass filters.

Controls and Safeties:

1. Unit *ComfortLink* Controls:

- a. Scrolling marquee display.
- b. CCN (Carrier Comfort Network[®]) capable.
- c. Unit control with standard suction pressure and condensing pressure transducers.
- d. Shall provide a minimum 5°F temperature difference between cooling and heating set points to meet ASHRAE 90.1 energy standard.
- e. Shall provide and display a current alarm list and an alarm history list.
- f. Automatic compressor lead/lag control.
- g. Service run test capability.
- h. Shall accept input from a CO₂ sensor (both indoor and outdoor).
- i. Configurable alarm light shall be provided which activates when certain types of alarms occur.
- j. Compressor minimum run time (3 minutes) and minimum off time (3 minutes) are provided.
- k. Service diagnostic mode.
- l. Optional integrated economizer control or two-position self-closing adjustable outside air damper.
- m. Minimum of 3 capacity stages of mechanical capacity control (excluding hot gas bypass) controlled by the following method:
- n. A control algorithm to maintain either high-cool or low-cool supply air temperature set point. Cooling mode (off, low, or high) to be determined from space temperature sensor or standard 2-stage mechanical thermostat input.
- o. Optional minimum load valve for additional capacity stage.
- p. Unit shall be complete with self-contained low voltage control circuit.
- q. Control of evaporator leaving air temperature through compressor and economizer control.

2. Safeties:

- a. Unit shall incorporate a solid-state compressor lockout which provides optional reset capability at the space thermostat should any of the following safety devices trip and shut off compressor:
 - 1) Compressor lockout protection provided for either internal or external

- overload.
 - 2) Low-pressure protection.
 - 3) Freeze protection (evaporator coil).
 - 4) High-pressure protection (high pressure switch or internal).
 - 5) Compressor reverse rotation protection.
 - 6) Loss-of-charge protection.
 - 7) Welded contactor protection.
- b. Supply-air sensor shall be located in the unit and should be used for economizer control and compressor stage control.
 - c. Induced draft heating section (48 Series) shall be provided with the following minimum protections:
 - 1) High-temperature limit switch.
 - 2) Induced-draft motor speed sensor.
 - 3) Flame rollout switch.
 - 4) Flame proving controls.
 - 5) Redundant gas valve.

Operating Characteristics:

1. Unit shall be capable of starting and running at 115°F ambient outdoor temperature per maximum load criteria of AHRI Standard 340/360.
2. Unit with standard controls will operate in cooling down to an outdoor ambient temperature of 32°F.
3. Unit shall be provided with fan time delay to help prevent cold air delivery.

Electrical Requirements:

4. All unit power wiring shall enter unit cabinet at a single location.
5. Unit shall have a short circuit current rating (SCCR) of 5 kA.

Motors:

6. Compressor motors shall be cooled by refrigerant gas passing through motor windings and shall have either internal line break thermal and current overload protection or external current overload modules with compressor temperature sensors.
7. All condenser-fan motors shall be totally enclosed 3-phase type with permanently lubricated ball bearings, class F insulation and internal, automatic-reset thermal overload protection or manual reset calibrated circuit breakers.
8. All indoor fan and power exhaust motors 5 hp and larger shall meet the minimum efficiency requirements as established by the Energy Independence and Security Act (EISA) of 2007.

Special Features:

Certain features are not applicable when the features designated * are specified. For assistance in amending the specifications, contact your local Carrier Sales Office.

1. Variable Capacity Compressor:

A lead circuit variable capacity compressor shall be available for constant volume, staged air volume, and variable air volume configurations. The *ComfortLink* control system shall be capable of unloading this compressor in an

infinite number of steps from 100% of compressor capacity down to 50% of compressor capacity.

2. Humidi-MiZer® Adaptive Dehumidification:

The Humidi-MiZer dehumidification system shall be factory installed with an e-coated reheat coil and shall provide greater dehumidification of the occupied space by using two modes of dehumidification instead of the normal design cooling mode of the unit:

- a. Subcooling mode shall further subcool the hot liquid refrigerant leaving the condenser coil when both temperature and humidity in the space are not satisfied.
- b. Hot gas reheat mode shall mix a portion of the hot gas from the discharge of the compressor with the hot liquid refrigerant leaving the condenser coil to create a two-phase heat transfer in the system, resulting in a neutral leaving-air temperature.
- c. The system shall be equipped with modulating control valves to provide precise leaving-air temperature control. On-off, cycling type control shall not be acceptable.
- d. Reheat coil shall be e-coated as standard.

3. Integrated Ultra Low Leak Economizer:

- a. Economizer shall meet the requirements of ASHRAE 90.1 (latest revision) and California Energy Commission Title 24.
- b. Economizer shall be furnished and installed complete with recirculated air dampers, outdoor air dampers, and controls.
- c. All dampers shall be ultra-low leakage type with blade and edge seals. Dampers shall be 1A certified and exhibit a maximum leakage rate of 3 cfm per square foot of area at 1 in. wg pressure differential when tested per AMCA (Air Movement and Control Association) Std 511.
- d. Dampers shall continue to operate as intended after 100,000 cycles when tested in accordance with Section 8, UL (Underwriters Laboratories) standard 555S.
- e. Actuator shall have a spring return feature which closes the outdoor air dampers upon a power interruption or unit shutdown. Actuators shall be of the communicating type and capable of internal diagnostics.
- f. Economizer shall be capable of introducing up to 100% outdoor air for ventilation or free cooling.
- g. Economizer outdoor air hoods shall be constructed of pre-painted steel.

5. Power Exhaust:

Package shall include a multiple exhaust fan (centrifugal style) fan, 1 Hp 208-230, 460 v direct-drive motor, and damper for vertical flow units with economizer to control over-pressurization of building. Control shall be through *ComfortLink* controls based on damper position or through an optional building pressure sensor. 4 stages of control shall be available.

9. Convenience Outlet:

Shall be factory installed and internally mounted with an externally accessible 115-v, 15 amp. GFI (Ground Fault Interrupter), female receptacle with hinged cover. A step-down transformer and overload protection shall be included so no additional wiring is necessary. When applied with a unit-mounted disconnect, the outlet shall be wired to the load side of the disconnect so the outlet will shut off with the disconnect.

10. Non-Fused Disconnect Switch:

Shall be factory installed, internally mounted, and UL approved. Non-fused switch shall provide unit power shutoff. Shall be accessible from outside the unit and shall provide power-off lockout capability.

13. CO₂ Sensor:

The CO₂ sensor shall have the ability to monitor CO₂ levels and relay information to the controller. The controller will use CO₂ level information to modulate the economizer and provide demand controlled ventilation. The sensor shall be available as a field-installed or factory-installed return air sensor or a remote space sensor.

14. Return Air Smoke Detector:

The smoke detector shall send input to the controller to shut down the unit in case smoke is detected. The smoke detector shall be factory installed in the return air section or shall be available as a field-installed accessory.

19. Control Expansion Module (CEM):

Shall provide the following additional optional features:

- a. Remote set point
- b. Demand limit control
- c. Remote economizer position
- d. Fire and smoke control override control
- e. Remote sensor monitoring
- f. Fan status switch monitoring

20. Staged Gas Heat:

The control shall have the option for control of the gas heat to a discharge air temperature by sequencing on the gas cells to provide up to 11 stages of capacity. The control shall be integrated directly into the main unit controls and shall include leaving air temperature sensors to ensure that high temperatures do not occur during the operation of the staged gas heat.

28. Compressor Sound Blanket:

Field-installed accessory, consisting of compressor sound blankets which are used to mitigate the level of outdoor sound. Available in both single and tandem arrangements.

29. Low Outdoor Sound Condenser Fans:

Low sound condenser fan system shall be provided to reduce outdoor sound levels.

31. Greenspeed® Intelligence;

- a. This factory-installed option shall regulate outdoor fan motor speeds in response to the saturated condensing temperature of the refrigeration circuits and local ambient conditions.
- b. The control shall be capable of operating the rooftop unit with outdoor temperature at –20°F.
- c. Fans shall be direct-driven shrouded-axial propeller type fans only, with 9-blade AeroAcoustic™ airfoil cross section, reinforced polymer construction blades bolted to corrosion resistant steel supports for all size 020-050 units and the size 060 unit with optional condenser coil.
- d. Fans discharge air vertically upward and are protected by PVC coated steel wire safety guards.
- e. Fans are statically and dynamically balanced.
- f. The condenser fan motors will be VFD driven.
- g. Compressor blankets will be applied to mitigate the level of outdoor sound on all refrigerant compressors. They shall be weather resistant and are applied in both single and tandem arrangements.
- h. Unit efficiency is maximized by monitoring the refrigerant system and ambient conditions and controlling condenser fan performance.

INSTRUCTIONS TO BIDDERS

A. BID PROPOSAL FORM

1. Each bid 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 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 their 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.
5. The bids shall be sealed in an envelope, marked, and addressed as follows:

Bid documents for: **RTU Theater Replacement and Gym Boiler**
The project includes replacement of 1 RTU replacement and 1 Boiler.
6. 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
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, however, 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.

B. MODIFICATION OF BIDS

Any bidder may modify their 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.

C. EXAMINATION OF SITE

All bidders submitting bids for this work shall first examine the "Contract Documents" referred to in said 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 this contract.

D. DISCREPANCIES - ADDENDA

1. Should a bidder find, during the examination of the Contract Documents or after their 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.

E. 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 and surety bond and take those other steps and be bound by the provisions relating thereto as specified in the "Bid Proposal Form" within ten (10) days after receiving notice of acceptance of its bid by the District. 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 their bid.

F. DISCRETIONARY TERMINATION

The Park District, at its sole discretion, reserves the right to terminate this Contract or any part hereof at any time the Park District determines it necessary. Upon notification by the Park District of such termination, Contractor shall immediately stop all Work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such Work. Contractor shall be paid a percentage of the contract price reflecting the percentage of the Work performed prior to the notice of termination. For contracts awarded based on unit prices, the Contractor will be paid based on the number of units consumed or incorporated into the work prior to the notice of termination. For other contracts, the Park District shall exercise reasonable discretion to measure the percentage progress of the work completed. Contractor shall not be paid for any Work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. The Park District shall be the sole judge as to the acceptability or quality of material bid.

G. TERMINATION FOR CAUSE

The Park District may also terminate this Contract or any part hereof for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of the Contract. Late deliveries, deliveries of products which are defective or which do not conform to this Contract, and failure to provide the Park District, upon request, reasonable assurances of future performance, shall be reasons allowing the Park District to terminate this Contract for cause. In the event of termination for cause, the Park District shall not be liable to Contractor, for any amount, and Contractor shall be liable to the Park District for any and all damages, sustained by reason of the default which gave rise to the termination, including, but not limited to, all remedies available under the Illinois Uniform Commercial Code.

H. PAYMENT

Except as otherwise provided herein, this Contract shall be subject to the Local Government Prompt Payment Act. Retention of 10% will be held by the District until examination of the site can be conducted. Payment requests shall be submitted no more often than once per month and must be received before the 15th day of the month to be submitted for approval at the subsequent Park Board meeting.

I. BONDS

1. Payment and Performance Bond

The successful bidder must, at their expense only, furnish a payment and performance bond in an amount equal to 100% of the contract price 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.

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

The successful bidder shall also set forth in said Performance 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 owner. Letter of Credit furnished in lieu of Maintenance Bond shall be in form set forth herein.

J. INSURANCE

The successful bidder will provide the Park District with "Certificate of Insurance" and "Manufacturer's Warranty" for the manufacturer and equipment specified in the bid and such certificate or certificates shall be delivered to the Park District prior to the date for delivery as set forth in the contract. The successful bidder must carry a minimum of \$2,000,000 of general liability insurance for personal liability and property damage.

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

1. Contractors shall procure and maintain for the duration of the contract, at its owners cost, insurance as specified in the General Conditions of this contract.
2. Acceptability of Insurers

Insurance is to place with insurers with a Best's rating of no less than A:VII and licensed to do business in Illinois.

3. Verification of Coverage

Contractor shall furnish the Huntley Park District with certificates of insurance (naming the Huntley Park District additional insured) 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. The certificates and endorsements are to be received and approved by the Huntley Park District. The Huntley Park District reserves the right to require complete, certified copies of all required insurance policies, at any time.

K. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Huntley Park District and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. 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. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract, 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 in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

L. QUALIFICATIONS OF BIDDER

1. The Park District may take such investigation as it deems necessary to determine the ability of the bidder to perform the work.
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 their 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 has sole discretion to determine 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.

M. 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.

N. PREVAILING WAGE ACT APPLIES

The Huntley Park District has determined that the Illinois Prevailing Wage Act applies to this Project. Accordingly, Contractor shall comply with the Illinois Prevailing Wage Act and pay and require every Subcontractor to pay prevailing 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 Park District. The change order shall 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 statute and to obtain and furnish all such certified records and payrolls as required by Statute and directed by administrative regulation (i.e., through the IDOL web portal). 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 Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at:

<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

The Department revises the prevailing wage rates and the Contractor/ subcontractor has an obligation to check the Department's web site for revisions.

O. EQUAL EMPLOYMENT OPPORTUNITY

The Huntley Park District is required to comply with the Illinois Human Rights Act and the rules and regulations promulgated thereunder by the Illinois Human Rights Commission, The rules and regulations promulgated by the Human Rights Commission require that the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract. The equal employment opportunity clause required by the Illinois Human Rights Commission is hereby incorporated by reference.

P. 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."

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

The successful bidder shall complete, by the time of the execution of the Owner/Contractor Agreement, the following pages in order for the contract to be considered valid by the Owner: Owner/Contractor Agreement as prepared by Owner's counsel, Performance Bond Guarantee, Labor & Material, Payment Bond Guarantee, Maintenance Bond or Letter of Credit, Verification of Insurance.

R. SUB-CONTRACTORS

The Contractor must list the major subcontractors that have submitted proposals to said Contractor and that said proposals are included in the Base Bid amount, and that should the Contractor be awarded the Contract, unless otherwise mutually agreed upon by this Contractor and Park District, the listed sub-contractors will perform the work indicated. List sub-contractors on Bid Form.

S. SCHEDULE OF WORK

The successful bidder will be required to present a schedule of work, if required for this project, to the Park District after receiving the notice of award. This schedule will be reviewed with District Staff for compliance with the Bid Specifications. No changes from this schedule will be permitted without permission of the Park District. Contractor will be required to conduct a pre-construction meeting with a Park District Representative prior to the start of any work.

SECTION C

CERTIFICATE OF COMPLIANCE

Illinois Compiled Statutes

Chapter 720, Sec. 33E-3 and 33E-4

_____, the contractor under a

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).

Contractors:

By: _____

By: _____

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

PREVAILING WAGE AFFIDAVIT

I, _____ on oath hereby state and President certify that

_____ pursuant to a contract
Company

dated _____

with the Huntley Park District, an Illinois Municipal Corporation, has complied and will comply with all laws, including those relating to the employment of labor and the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the contract or perform such work, also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for McHenry County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker needed to execute the aforesaid contract or to perform such work.

Signature

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public

Bid Proposal Form

Proposal price for 1 RTU replacement and 1 Boiler

_____ (\$ _____)

Accepted By:

_____ Date: _____

Signature: _____