

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2018-0044

Innoprise Contract #: C18-0032

Year: 2018

Amount: \$38,993.00

Department: Parks & Grounds - Matt Creed

Contract Type: Maintenance

Contractors Name: Dav-Com Electric Inc.

Contract Description: CPAC Variable Frequency Drives

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Giro
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

March 29, 2018

Mr. Dave Schmidt
Dav-Com Electric Inc.
8741 Robinhood Drive
Orland Park, Illinois 60462

NOTICE TO PROCEED – CPAC Variable Frequency Drive

Dear Mr. Schmidt:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, and insurance documents in order for work to commence on the above stated project as of March 9, 2018.

Please contact Matt Creed at 708-403-6108 to arrange the commencement of the work.

The Village has processed Purchase Order #18-000732 for this contract and emailed this to your company on March 14, 2018. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated March 1, 2018 in an amount not to exceed Thirty Eight Thousand Nine Hundred Ninety-Three and No/100 (\$38,993.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,


Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Matt Creed
Gary Couch

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

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Michael F. Carroll

March 1, 2018

Mr. Dave Schmidt
Dav-Corn Electric Inc.
8741 Robinhood Drive
Orland Park, IL 60462

NOTICE OF AWARD – Centennial Park Aquatic Center – Variable Frequency Drives

Dear Mr. Schmidt:

This notification is to inform you that on February 19, 2018, the Village of Orland Park Board of Trustees approved awarding Dav-Corn Electric Inc. the contract in accordance with the bid you submitted January 18, 2018, for Centennial Park Aquatic Center – Variable Frequency Drives for an amount not to exceed Thirty Eight Thousand Nine Hundred Ninety-Three and No/100 (\$38,993.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 15, 2018. Time is of the essence on this project so a quick turnaround is appreciated.

- Attached is the Contract for Centennial Park Aquatic Center – Variable Frequency Drives. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, and completed W-9 are required to be in place and received

at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomolewski@orlandpark.org.

Sincerely,



Denise Domalewski
Purchasing & Contract Administrator

cc: Gary Couch
Matt Creed



ORLAND PARK

Centennial Park Aquatic Center - Variable Frequency Drives (Contract for Maintenance)

This Contract is made this 1st day of March, 2018 by and between Village of Orland Park (hereinafter referred to as the "VILLAGE") and Day-Com Electric Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

o Invitation to Bid #18-003

o The Instructions to the Bidders

The Bid Proposal as it is responsive to the VILLAGE's bid requirements

Affidavit of Compliance

Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Provide and install five (5) Variable Frequency Drives (VFD) for Centennial Park Aquatic Center, 15600 West Avenue, Orland Park, Illinois

LOCATION	PUMP SIZE
Body Slide	10hp
Tube Slide	30hp
Turbine #1, Lazy River Flow	40hp
Turbine #2, Lazy River Flow	25hp
Turbine #3, Lazy River Flow/ Shower Curtain	50hp

Installation must also include ABB certified start up, employee training and a 2 year warranty.

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amounts for the WORK:

Unit Prices:

Body Slide VFD	10hp	\$ 5,586.00
Tube Slide VFD	30hp	\$ 7,676.00
Turbine #1, Lazy River Flow VFD	40hp	\$ 8,518.00
Turbine #2, Lazy River Flow VFD	25hp	\$ 7,105.00
Turbine #3, Lazy River Flow/ Shower Curtain VFD	50hp	\$10,108.00

TOTAL: an amount not to exceed Thirty Eight Thousand Nine Hundred Ninety-Three and No/100 (\$38,993.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by May 11, 2018 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all

costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.)

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski
Purchasing & Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:
Dave Schmidt
Operations Manager
Dav-Com Electric Inc.
8741 Robinhood Drive
Orland Park, Illinois 60462
Telephone: 708-444-2056
Facsimile: 708-444-2057
e-mail: dave.s@davcomelectric.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.


SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: VILLAGE OF ORLAND PARK

By:  _____

Print name: Joseph S. LaMargo

Title: Village Manager

Date: 3/12/18

FOR: DAV-COM ELECTRIC INC.

By:  _____

Print name: Karen Schmidt

Title: President

Date: 3/7/18



BID #18-003
Centennial Park Aquatic Center
Variable Frequency Drive

15625 S. 71st Court
Orland Park, IL 60462

Phone 708-444-2056
Fax 708-444-2057

www.davcomelectric.com

SECTION II: REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET


BID #18-003
Centennial Park Aquatic Center
Variable Frequency Drive
Project Name

Business Name: DaveCom Electric, Inc.
Street Address: 8741 Robinhood Drive
City, State, Zip: Orland Park, IL 60462
Contact Name: Dave Schmidt
Title: Operations Manager
Phone: 708-444-2056 Fax: 708-444-2057
E-Mail address: dave.s@davecomelectric.com

Body Slide VFD	10hp	\$ <u>5,586.00</u>
Tube Slide VFD	30hp	\$ <u>7,676.00</u>
Turbine #1, Lazy River Flow VFD	40hp	\$ <u>8,518.00</u>
Turbine #2, Lazy River Flow VFD	25hp	\$ <u>7,105.00</u>
Turbine #3, Lazy River Flow/ Shower Curtain VFD	50hp	\$ <u>10,108.00</u>
GRAND TOTAL		\$ <u>38,993.00</u>

*Cost includes Materials and Installation

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: David Schmidt
Signature of Authorized Signee: 
Title: Operations Manager Date: 1/18/18

AFFIDAVIT OF COMPLIANCE

Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

The undersigned Karen Schmidt,
(Enter Name of Person Making Affidavit)

as President
(Enter Title of Person Making Affidavit)

and on behalf of Dav-Com Electric, Inc.
(Enter Name of Business Organization)

certifies that Bidder is:

1) A BUSINESS ORGANIZATION: Yes [X] No []

Federal Employer I.D. #: 30-0396886
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one).

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Illinois 01/01/2007
(State of Incorporation) (Date of Incorporation)

2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [X] No []

The Bidder is authorized to do business in the State of Illinois.

3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No []

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) SEXUAL HARASSMENT POLICY COMPLIANT: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes No

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights

Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition,

the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) PREVAILING WAGE COMPLIANCE: Yes No

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

7) TAX COMPLIANT: Yes No

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Karen Schmidt
Signature of Authorized Officer

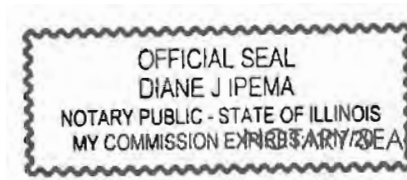
Karen Schmidt
Name of Authorized Officer

President
Title

1/18/18
Date

Subscribed and Sworn To
Before Me This 18th Day
of January, 2018

Diane J. Ipema
Notary Public Signature



INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident; \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence; \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence; \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 18th DAY OF January, 2018

Karen Schmidt
Signature
Karen Schmidt, President
Printed Name & Title

Authorized to execute agreements for:

Dav-Com Electric, Inc.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 815-937-5533 815-937-8571
FIRST COMMUNITY INSURANCE & ANNUITY CENTER
731 LARRY POWER RD.

CONTACT NAME: FIRST COMMUNITY INSURANCE & ANNUITY CENTER
PHONE (A/C, No, Ext): 815-937-5533 FAX (A/C, No): 815-937-8571
E-MAIL ADDRESS: service@fcinsure.net
PRODUCER CUSTOMER ID #:

BOURBONNAIS, IL 60914

INSURED
Dav-Com Electric Inc
8741 Robinhood Dr
Orland Park, IL 60462

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Midwest Family Mutual Insurance Co.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ACIL0560099883	02/19/2017	02/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$								
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAIL0560099884	02/19/2017	02/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$		CUIL0560099886	02/19/2017	02/19/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$								
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCIL0560099885	02/19/2017	02/19/2018	<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E L EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E L EACH ACCIDENT	\$ 1,000,000	E L DISEASE - EA EMPLOYEE	\$ 1,000,000	E L DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER													
E L EACH ACCIDENT	\$ 1,000,000													
E L DISEASE - EA EMPLOYEE	\$ 1,000,000													
E L DISEASE - POLICY LIMIT	\$ 1,000,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

W.C. Excluded Officer: Karen Schmidt

CERTIFICATE HOLDER

CANCELLATION

Dav-Com Electric Inc
8741 Robinhood Dr
Orland Park, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Dav-Com Electric Inc.
(Enter Name of Business Organization)

- 1. ORGANIZATION Blackstone Hotel
ADDRESS 636 S. Michigan Avenue, Chicago, IL 60605
PHONE NUMBER 312-542-3476
CONTACT PERSON Mike DeVries
YEAR OF PROJECT 2017

- 2. ORGANIZATION Village of Palos Park
ADDRESS 8999 W. 123rd Street, Palos Park, IL 60464
PHONE NUMBER 708-923-7170
CONTACT PERSON Fidel Castillo
YEAR OF PROJECT 2017

- 3. ORGANIZATION Frankfort Square Park District
ADDRESS 7540 W. Braemar Lane, Frankfort, IL 60423
PHONE NUMBER 815-469-3524
CONTACT PERSON Jim Randall
YEAR OF PROJECT 2015



ORLAND PARK

ADDENDUM NO. 1

Centennial Park Aquatic Center Variable Frequency Drives
BID #18-003

Date: January 12, 2018
To: All Potential Bidders
From: Village of Orland Park
RE: Responses to Questions Received

This Addendum No. 1 is being issued to provide responses to questions submitted for the above mentioned Project. All other provisions and requirements of the ITB shall remain in effect. All addenda must be acknowledged by signing the Addendum and including it with your submittal. Failure to include a signed formal Addendum with your submittal may deem the submittal non-responsive; provided, however, that the Village may waive this requirement if in its best interest

The following are the Village's responses to questions submitted for this ITB:

1. Can we take a look at the project?

Village Response: Centennial Park Aquatic Center, 15600 West Avenue, Orland Park, IL will be open to view locations on January 15, 2018 from 10:00 a.m. to 11:00 a.m.

2. Will the Village consider other VFD manufacturers or just specified?

Village Response: The Village will only consider the variable frequency drives as specified in the ITB.

3. What is the voltage & phase of each motor?

Village Response: The voltage is 480 volts, 3 phase.

4. Our distributor has asked for a clarification pertaining to the ACH drives Type. These drives are available in various configurations.

Village Response: The variable frequency drives are product specific according to the specifications listed in the Invitation to Bid. See attached product specifications.

5. What is the linear footage between each VFD & associated motor?

Village Response: Centennial Park Aquatic Center will be open to view locations on January 15, 2018 from 10:00a.m. To 11:00a.m. Measurements can be taken at this time.

6. If a harmonic analysis is performed and it is determined additional harmonic filters or other items are needed, will those costs be added as a change order?

Village Response: If a harmonic analysis is required, it would be preapproved by the Village as a change order.

7. Is there sufficient room to mount the new VFD's?

Village Response: Yes

8. Are the VFD's to go in same location as existing motor starters?

Village Response: No

9. Are existing feeders between distribution & VFD's and between VFD's and motors to be reused

Village Response: This can be determined at the site visit.

The question and answer period for this bid is closed. The bid submission deadline remains Thursday, January 18, 2018 not later than 11:00 A.M.

Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.

Addendum No. 1, dated January 12, 2018
ITB #18-003

I read and hereby acknowledge this addendum as of the date shown below.

Business Name: Day-Com Electric, Inc.

Name of Authorized Signee: Karen Schmidt

Signature of Authorized Signee: Karen Schmidt

Title: President Date: 1/18/18

ABB Drives for HVAC ACH550 15 to 550 HP with Multi-Pulse

ABB is in the business of serving your HVAC Drive needs. When adding a drive to a power system in a commercial facility, ABB is well acquainted with mitigating harmonics. ABB has an arsenal of solutions to fit the specific needs of your particular power system. From the ACH550 and ABB's patented swinging choke technology, to harmonic filters; from multi-pulse, to ABB's ACS800 Ultra-Low harmonic Drive - ABB has the right solution for your power system.



ABB's multi-pulse offering for harmonic mitigation is the ABB ACH550 drive in a variety of 18 pulse and 12 pulse configurations. The ACH550 12 Pulse will typically maintain harmonic current distortion below 10% at the input terminals of the drive and 18 Pulse will typically maintain harmonic current distortion below 5%. All multi-pulse configurations include an integral input disconnect; either circuit breaker or fused disconnect. ABB offers a wide selection of power and control options for the ACH550 with Multi-Pulse including E-Clipse Bypass and Soft Start E-Clipse Bypass.

Saving Cost

- Reduce site installation costs with an integrated design
- Eliminate complexity of adding external transformers, reactors, filters or traps
- Improves overall electrical system efficiency
- Extend the drive's warranty when commissioned by an ABB Certified Start Up technician

Highlights

- Single main disconnect (Circuit Breaker or Fused Disconnect Switch), mechanically interlocked with enclosure door and lockable in the off position with up to 3 padlocks
- Current distortion limited to less than 10% with 12 pulse and 5% with 18 pulse, while improving true power factor
- Individually fused multi-pulse input bridges
- Phase shifting auto-transformer and co-ordinated input bridge balance reactors
- Drive Control Panel (keypad) accessible without opening enclosure door
- NEMA 3R enclosures include thermostatically controlled vent fans and space heater
- 100 kA short circuit current rating available up to 480 VAC
- UL 508A labeled

Voltage and power range

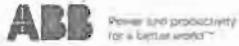
- 3-phase, 208 to 240 V, 15 to 100 Hp
- 3-phase, 480 V, 20 to 550 Hp
- 3-phase, 500 to 600 V, 20 to 150 Hp

Options

- Standard ACH550 options
- E-Clipse Bypass
- Soft Start E-Clipse Bypass
- Motor 1 / Motor 2 Selection

Power and productivity
for a better world™





10 HPS Specs

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Base | Factory Installed Options | Field Kits | Spares | Notes | Drive Details | Documentation

Submittal Schedule Details for ACH550-CD-015A-4-B05B

Product Description	Product Type Code
ACH550 Classic Bypass, Disconnect Switch 480 VAC 10 HP NEMA IUL Type 3R	ACH550-CD-015A-4-B05B

Item Description
<p>Input Voltage: 480 VAC Rated Output Current: 15.4 AMPS Construction: Classic Bypass, Disconnect Switch Enclosure: NEMA IUL Type 3R Nominal Horsepower: 10 Frame Size: R2 Bypass: Classic Bypass Input Impedance: 5% Short Circuit Current Rating: 100 kA with Class J or RK1 Fuse, 600V, 30A Max Communication Protocols: Johnson Controls N2, Siemens Buildings Technologies FLN (P1), Modbus RTU, BACnet Recommended Spare Parts Package: None / None Other Options:</p>

TYPE CODE:
ACH550-CD

PRODUCT CO

Part Number
Input Voltage
Construction
Enclosure
Rated Output
Frame Size

Kits & Spares

Drive Input Fuse Ratings ¹	
Amps (600 V)	Busbar Type
30	TK-R-30

Wire Size Capacities of Power Terminals				
Circuit Breaker	Disconnect Switch	Terminal Block	Overload Relay	Ground Lug
N/A	30	N/A	#10	30
N/A	7 in-lbs	N/A	13 in-lbs	40 in-lbs

Dimensions and Weights				
Height in / mm	Width in / mm	Depth in / mm	Weight lbs / kg	Approximate shipping weight
27 / 688	18 / 457	13.5 / 343	88 / 40	No shipping Wt recorded

Heat Dissipation & Airflow Requirements			
Power Losses		Airflow	
Watts	BTU/hr	CFM	CMHr
232	792	52	88

Reference Drawings		
Power Wiring	Connection Diagram	Dimension Detail
3AUA0000014935-A152	3AUA0000014935-B305	3AUA0000060121 Sheet 3



25 HP Specs

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Home Catalog > Product Library > AC Drives > ACH550

Base | Factory Installed Options | Field Kits | Spares | Notes | Drive Details | Documentation

Submit/Ital Schedule Details for ACH550-CD-038A-4+B058

Product Description		Product Type Code	
ACH550 Classic Bypass, Disconnect Switch 480 VAC 25 HP NEMAUL Type 3R		ACH550-CD-038A-4+B058	

Item Description

Input Voltage: 480 VAC
 Rated Output Current: 38 AMPS
 Construction: Classic Bypass, Disconnect Switch
 Enclosure: NEMAUL Type 3R
 Nominal Horsepower: 25
 Frame Size: R3
 Bypass: Classic Bypass
 Input Impedance: 5%
 Short Circuit Current Rating: 100 kA with Class J Fuse, 60kV, 80A Max
 Communication Protocols: Johnson Controls NZ, Siemens Buildings Technologies FLN (P1), Modbus RTU, BACnet
 Recommended Spare Parts Package: None / None
 Other Options:

Drive Input Fuse Ratings ¹	
Amps (800 V)	Busbar Type
50	UIS-50

Wire Size Capacities of Power Terminals

Circuit Breaker	Disconnect Switch	Terminal Block	Overload Relay	Ground Leg
N/A	#4	N/A	#3	#3
N/A	18 In-lbs	N/A	38 In-lbs	50 In-lbs

Dimensions and Weights

Height in / mm	Width in / mm	Depth in / mm	Weight lbs / kg	Approximate Shipping weight
33 / 838	24 / 610	13.5 / 343	145 / 66	No shipping Wt. recorded

Heat Dissipation & Airflow Requirements

Power Losses		Airflow	
Watts	BTU/Hr	CFM	CM/Hr
562	1918	79	134

Reference Drawings

Power Wiring	Connection Diagram	Dimension Detail
3AJUA000014935-A152	3AJUA000014935-B305	3AJUA000050122 Sheet 3

TYPE CODE:
ACH550-CD

PRODUCT CO

Part Number
Input Voltage
Construction
Enclosure
Rated Output
Frame Size

Kits & Spares



30 HP Specs

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Base | Factory Installed Options | Field Kits | Spares | Notes | Drive Details | Documentation

Submittal Schedule Details for ACH550-CD-045A-4+B058

Product Description	Product Type Code
ACH550 Classic Bypass, Disconnect Switch 480 VAC 30 HP, NEMA/UL Type 3R	ACH550-CD-045A-4+B058

Item Description
<p>Input Voltage: 480 VAC Rated Output Current: 44 AMPS Construction: Classic Bypass, Disconnect Switch Enclosure: NEMA/UL Type 3R Nominal Horsepower: 30 Frame Size: R3 Bypass: Classic Bypass Input Impedance: 5% Short Circuit Current Rating: 100 kA with Class J Fuse, 600V, 80A Max Communication Protocols: Johnson Controls N2, Siemens Building Technologies FLN (P1), Modbus RTU, BACnet Recommended Spare Parts Package: None / None Other Options:</p>

TYPE CODE:
ACH550-CD

PRODUCT CD

Part Number
 Input Voltage
 Construction
 Enclosure
 Rated Output
 Frame Size
 Kits & Spares

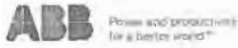
Drive Input Fuse Ratings ¹	
Amps (800 V)	Breaker Type
200	JJS-100

Wire Size Capacities of Power Terminals				
Circuit Breaker	Disconnect Switch	Terminal Block	Overload Relay	Ground Lug
N/A	#4	N/A	#3	#3
N/A	18 in- ² ts	N/A	35 in- ² ts	50 in- ² ts

Dimensions and Weights				
Height in / mm	Width in / mm	Depth in / mm	Weight lbs / kg	Approximate shipping weight
33 / 838	24 / 610	13.3 / 340	145 / 66	No shipping Wt. recorded

Heat Dissipation & Airflow Requirements			
Power Losses		Airflow	
Watts	BTU/Hr	CFM	CM/Hr
857	2276	79	124

Reference Drawings		
Power Wiring	Connection Diagram	Dimension Detail
3AUJA0000014935-A152	3AUJAC000014935-B305	3AUJAD00000122 Sheet 3



40 HP Specs

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Home Category » Product Library » AC Drives » ACH550

Base | Factory Installed Options | Field Kits | Spares | Notes | Drive Details | Documentation

Submittal Schedule Details for ACH550-CD-059A-4+B058

Product Description	Product Type Code
ACH550 Classic Bypass, Disconnect Switch, 480 VAC, 40 HP, NEMA/JUL Type 3R	ACH550-CD-059A-4+B058

Item Description
<p>Input Voltage: 480 VAC Rated Output Current: 59 AMPS Construction: Classic Bypass, Disconnect Switch Enclosure: NEMA/JUL Type 3R Nominal Horsepower: 40 Frame Size: R4 Bypass: Classic Bypass Input Impedance: 5% Short Circuit Current Rating: 100 kA with Class J Fuse, 600V, 80A Max Communication Protocols: Johnson Controls N2, Siemens Building Technologies FLN (P1), Modbus RTU, BACnet Recommended Spare Parts Package: None / None Other Options:</p>

TYPE CODE:
ACH550-CD

PRODUCT CO

Part Number
Input Voltage
Construction
Enclosure
Rated Output
Frame Size

Kits & Spares

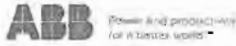
Drive Input Fuse Ratings ¹	
Amps (600 V)	Busbar Type
100	LUS-100

Wire Size Capacities of Power Terminals				
Circuit Breaker	Disconnect Switch	Terminal Block	Overload Relay	Ground Lug
N/A	#4	N/A	#2	#2
N/A	18 in-lbs	N/A	26 in-lbs	50 in-lbs

Dimensions and Weights				
Height in / mm	Width in / mm	Depth in / mm	Weight lbs / kg	Approximate shipping weight
30 / 881	30 / 762	15.5 / 394	213 / 97	No shipping Wt. recorded

Heat Dissipation & Airflow Requirements			
Power Losses		Airflow	
Watts	BTU/hr	CFM	CMH/hr
307	3035	165	280

Reference Drawings		
Power Wiring	Connection Diagram	Dimension Detail
3AUA0000014835-A152	3AUA0000014835-B305	3AUA00000050123 Sheet 3



50 HP Specs

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Base Factory Installed Options Field Kits Spares Notes Drive Details Documentation

Submittal Schedule Details for ACH550-CD-072A-4+B058

Product Description	Product Type Code
ACH550 Classic Bypass, Disconnect Switch 480 VAC 50 HP, NEMA/UL Type 3R	ACH550-CD-072A-4+B058

Item Description

Input Voltage: 480 VAC
 Rated Output Current: 72 AMPS
 Construction: Classic Bypass, Disconnect Switch
 Enclosure: NEMA/UL Type 3R
 Nominal Horsepower: 50
 Frame Size: R4
 Bypass: Classic Bypass
 Input Impedance: 5%
 Short Circuit Current Rating: 100 kA with Class J or RK1 Fuse, 600V, 100A Max
 Communication Protocols: Johnson Controls N2, Siemens Building Technologies FLN (P1), Modbus RTU, BACnet
 Recommended Spare Parts Package: None / None
 Other Options:

TYPE CODE:
ACH550-CD

PRODUCT CO

Part Number
 Input Voltage
 Construction
 Enclosure
 Rated Output
 Frame Size

Kits & Spares

Drive Input Fuse Ratings¹

Amps (600 V)	Busbar Type
100	JJS-100

Wire Size Capacities of Power Terminals

Circuit Breaker	Disconnect Switch	Terminal Block	Overload Relay	Ground Lug
N/A	#1 50 in-lbs	N/A N/A	#2 88 in-lbs	#2 50 in-lbs

Dimensions and Weights

Height in / mm	Width in / mm	Depth in / mm	Weight lbs / kg	Approximate shipping weight
39 / 991	30 / 762	15.5 / 394	213 / 97	No shipping Wt. recorded

Heat Dissipation & Airflow Requirements

Power Losses		Airflow	
Watts	BTU/hr	CFM	CMH/hr
1120	3820	165	280

Reference Drawings

Power Wiring	Connection Diagram	Dimension Detail
3AUAD000014035-A152	3AUAD000014935-B305	3AUAD0000060123 Sheet 3