

Clerk's Contract and Agreement Cover Page

Year: 2009

Legistar File ID#: 2009-0336

Multi Year: ☐

Amount \$178,000.00

Contract Type:

Small Construction/Inst

Contractor's Name:

Meccon Industries, Inc

Contractor's AKA:

Execution Date:

7/23/2009

Termination Date:

12/31/2009

Renewal Date:

Department:

Public Works/Water & Sewer

Originating Person:

John Ingram

Contract Description: MPS generator Replacement

11/4/09 addendum Ph II Generator Replacement

\$48015 -2009-0471



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

November 11, 2009

Mr. Frank L. Rowley
Mecon Industries, Inc.
P.O. Box 206
2703 Bernice Road
Lansing, Illinois 60438-0206

RE: NOTICE TO PROCEED
Main Pumping Station Generator Replacement Phase II

Dear Mr. Rowley:

For your records enclosed is one (1) original executed addendum dated November 5, 2009 in the amount of Forty Eight Thousand Fifteen and No/100 (\$48,015.00) Dollars for Phase II of the Main Pumping Station Generator Replacement.

Please contact John Ingram at 708-403-6104 to arrange the commencement of the work.

The Village has increased Purchase Order #054045 for this contract/service. 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. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: John Ingram

ADDENDUM to
Main Pumping Station Generator Replacement Agreement

Dated
July 23, 2009

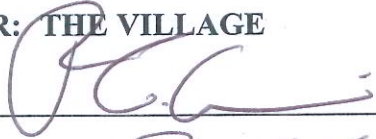
Between
The Village of Orland Park, Illinois ("VILLAGE") and Meccon Industries, Inc.
("CONTRACTOR")

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 1: THE CONTRACT DOCUMENTS**, of said Agreement, the sentence "The proposals submitted by Contract on September 23, 2009 and October 5, 2009, to the extent they do not conflict with this contract" shall be added to the end of the section.
3. In **SECTION 2: SCOPE OF THE WORK AND PAYMENT**, of said Agreement, the sentence "*Phase II – modify the existing generator room and its surroundings to accommodate a new 750 KW diesel generator set and installation of a new fire alarm panel*" shall be added before the words "(hereinafter referred to as the "WORK")..."
4. In **SECTION 2: SCOPE OF THE WORK AND PAYMENT**, of said Agreement, the following words "an amount of Forty Eight Thousand Fifteen and No/100 (\$48,015.00) Dollars for Phase II" shall be added before the words "(hereinafter referred to as the 'CONTRACT SUM').".
5. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
6. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

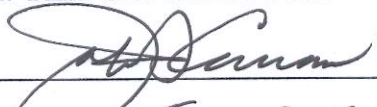
This Addendum, made and entered into effective the **5th day of November, 2009**, shall be attached to and form a part of the Agreement dated the 23rd day of July, 2009 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: 
Print Name: Paul G. Grimes
Its: Village Manager
Date: 11/19/09

FOR: THE CONTRACTOR

By: 
Print Name: John D. Curran
Its: PRESIDENT
Date: 11-05-09



Meccon Industries, Inc.

2703 Bernice Road
P.O. Box 206
Lansing, IL 60438-0206
(708) 474-8300 Tel
(708) 474-8310 Fax
email: info@meccon.com
website: www.meccon.com

10/5/09

Village Of Orland Park
15655 Ravinia Ave
Orland Park, IL.

Attn: Mr. John Ingram

RE: Main Pumping Station Generator Replacement Phase #2
Meccon Estimate # 09-427 revision #1

Dear Mr. Ingram,

Meccon Industries, Inc. is pleased to submit this firm lump sum cost adder for the Main Pump Station Fire Panel Replacement.

Total Cost: \$7,275.00

The above proposal is contingent upon the following terms and conditions:

1. Meccon has based the above add price on utilizing Affiliated Technologies Inc. Proposal # 9t6773nm.
2. The above cost adder is contingent upon a total phase #2 contract award and does not stand alone.

Meccon Industries, Inc. appreciates the opportunity to quote this project, if you have any questions regarding this proposal please do not hesitate to call anytime.

Sincerely,

Frank L. Rowley
Project Manager-MII

John Ingram

From: John Ingram
Sent: Friday, October 02, 2009 9:45 AM
To: 'Rowley, Frank L.'
Subject: FW: Main Pump Station Fire Alarm
Attachments: Main Pump Station.pdf

Frank,

As previously discussed, not included in the MPS Generator Phase II RFP was the need to replace the existing fire alarm panel. The attached proposal from Affiliated Fire Alarm contains the model panel we need. The associated price is for your reference. I encourage you to contact Nick Mastro with Affiliated (information below) to discuss the required work. You should also seek alternate pricing if you so desire. Please update your quote for the project no later than Monday, October 5, 2009 to include the replacement of the fire alarm panel.

Thanks,

JJI

From: Nick Mastro [mailto:nmastro@affiliatedinc.com]
Sent: Monday, September 28, 2009 2:08 PM
To: John Ingram
Subject: Main Pump Station Fire Alarm

John,

I have enclosed the requested fire alarm proposals for your review. Please feel free to contact me with any questions.

Respectfully

Affiliated Customer Service, Inc.,

Nick Mastro

System Sales Consultant

Phone: 630-434-7900 Fax: 630-434-1333

Email: nmastro@affiliatedinc.com

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

Please consider the environment before printing this e-mail.

10/2/2009

GAMEWELL-FCI AWARD WINNING DISTRIBUTOR IN 2004, 2005, 2006, & 2007



Affiliated Customer Service, Inc.
Affiliated Technologies, Inc.
Affiliated Systems, Inc.

1441 Branding Lane, Suite 260
Downers Grove, IL 60515
P: (630) 434-7900
F: (630) 434-1333

www.affiliatedinc.com

e-mail: nmastro@affiliatedinc.com

QUOTATION

TO : Orland Park Public Works
15655 S. Ravinia Ave
Orland Park, IL 60462
Attn: John Ingram
Email: JIngram@orland-park.il.us

PROPOSAL #: 9t6773nm

DATE: 09/28/09

PAGE: 1 OF 2

PROJECT : MAIN PUMP STATION – Panel Replacement
8800 Thistlewood Ln
Orland Park, IL

TERMS AND CONDITIONS ARE ON THE FRONT AND REVERSE SIDES:

This quotation supersedes any oral quotation which may have been furnished by Affiliated to Buyer with respect to the Equipment List and Scope of Work. The prices and terms on this quotation are not subject to oral changes or other agreements unless approved by Affiliated. Quotation valid for 30 days but cancelable in the event of strike, material availability, and all other causes beyond Affiliated's control. Quotation subject to applicable taxes now in effect or if and when levied. Quotation only includes the Equipment listed. Any additions or deletions are subject to written price revisions and executed only by written change orders. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Purchaser's formal order, will not be binding to Affiliated.

TERMS:

Payment terms are 50% down, balance due within 10 days of receipt of Equipment where satisfactory OPEN CREDIT IS ESTABLISHED. Affiliated reserves the right to revoke or modify any credit at its sole discretion. Delivery is F.O.B. factory unless stated otherwise herein. Further, in the event payment is not received according to terms, Affiliated may, at its discretion, assess interest at the maximum rate allowed by law or at the interest rate of 1.5% per month, whichever is less. Purchaser also agrees to pay all costs incurred by Affiliated in pursuit of payment which is past due including, but not limited to, collection agency commissions and attorneys fees.

QUOTATION IS VALID ONLY IF APPROVED AND COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF AFFILIATED

FIRE ALARM MATERIALS LIST

ITEM	QTY	PART #	DESCRIPTION
A	1	GF404	Conventional FACP, 4 zones, 120 VAC, w/FLPS-7 power supply, red
B	1	4XTMF	Transmitter module for remote station output or municipal box connection

AFFILIATED TECHNOLOGIES, INC. (ATTI) would like to thank you for this opportunity in meeting your fire alarm requirement needs.

We will furnish and install the above list of materials for the sum of \$6,975.00.

This price includes technical support, submittals, drawings and approval process, installation of all fire alarm wire (conduit installed by others), all final connections to the fire alarm panel, incorporating new devices into existing and active circuits, any necessary programming, complete testing of all devices installed, final check out of a proper operating system upon completion of project.

Some communities/Fire Departments use outside help in the form of Fire Alarm Consultants to review submittals. Consultant and or professional engineering (P.E.) stamp fees are not included in this proposal.

All changes to the fire alarm system from a Consultant or Authority Having Jurisdiction will be considered a change order and will be proposed separately.

ELECTRICAL

Installation will be completed by open shop electricians per local electrical codes and project specifications. All work is to be completed between the hours of 8am and 5pm Monday thru Friday. Variation of these hours may constitute additional billing at overtime rates plus any necessary materials. Completion of project is estimated in 10 days after materials have been received.

DEVICE COUNTS

A walk through of the aforementioned project with building management achieved device counts. This proposal is limited to the device quantities listed herein.

MISC. FEE OMISSIONS / ADDS

All inclusions, restrictions and limitations for the project are as stated in the proposal herein.

All work is to be completed between the hours of 8am and 5pm Monday thru Friday. Variation of these hours may constitute additional billing at overtime rates plus any necessary materials.

CLOSE

For inquiries please reference this proposal by the ATI project number listed in the heading. This proposal is valid for 90 days. Please notify us if the job is awarded so that we proceed. Allow 15 working days for shipping of materials. Shipping costs and taxes have been included. Again, thank you for this opportunity. If there are any questions at all please do not hesitate to call.

PROPOSAL #: 9t6773nm

DATE: 09/28/09

We will furnish and install the above list of materials for the sum of \$6,975.00.

Affiliated Customer Service, Inc.
Nick Mastro
Systems Consultant

Approved By: _____
Signature

Printed Date

Authorized ACSI Representative

Purch. Order # _____



Meccon Industries, Inc.

2703 Bernice Road
P.O. Box 206
Lansing, IL 60438-0206
(708) 474-8300 Tel
(708) 474-8310 Fax
email: info@meccon.com
website: www.meccon.com

9/23/09

Village Of Orland Park
15655 Ravinia Ave
Orland Park, IL.

Attn: Mr. John Ingram

RE: Main Pumping Station Generator Replacement Phase #2
Meccon Estimate # 09-427

Dear Mr. Ingram,

Meccon Industries, Inc. is pleased to submit this firm lump sum proposal for the replacement of the Main Pump Station Generator as detailed in our site walk and the scope of work issued by Greeley and Hansen.

Total Cost: (per attached bid form)

The above proposal is contingent upon the following terms and conditions:

1. Meccon has included all work detailed in the specifications.
2. Meccon has included all painting that will be required.
3. Meccon Industries, Inc. has based this proposal on our standard working hours; no overtime work has been included.
4. Meccon assumes clear unrestricted access to the work area.
5. Meccon has included a new 2-hour fire rated door per the specifications, including grouting of the existing doorframe.
6. Meccon offers an alternate proposal to supply and install a glycol (wet) fire protection loop in place of the specified dry system. If the Village wishes to go with the wet system. Meccon offers a savings of \$2,575.00.

Meccon Industries, Inc. appreciates the opportunity to quote this project, if you have any questions regarding this proposal please do not hesitate to call anytime.

Sincerely,

Frank L. Rowley
Project Manager-MII

VILLAGE OF ORLAND PARK, ILLINOIS

Generator Replacement Phase II - Proposal Form

IN WITNESS WHEREOF, the parties hereto have executed this Proposal as of date shown below:

Firm Name: Meccon Industries, Inc.
 Address: 2703 Bernice Road
 City, State, Zip Code: Lansing, Illinois 60438
 Contact Person: Frank Rowley
 FEIN #: 36-3008454
 Phone: (708) 474-8300 Fax: (708) 474-8310
 E-mail Address: flrowley@meccon.com
 Signature of Authorized Signee: [Signature]
 Title: Project Manager Date: September 23, 2009

Work Item No.	Work Item Amounts in Words	Work Item Amount in Figures
1.	All work except where listed separately below, the lump sum amount of <u>Twenty-Four Thousand Ninety-Five</u> dollars and <u>No</u> cents.	\$ <u>24,095.00</u>
2A.	Wiring for power monitor but not including the power monitor for the lump sum amount of <u>Three Thousand Three Hundred Sixty</u> dollars and <u>No</u> cents. Note: Contract item 2A may be selected without Contract item 2B.	\$ <u>3,360.00</u>
2B.	Provide power monitor for the lump sum amount of <u>Ten Thousand Six Hundred Forty-Five</u> dollars and <u>No</u> cents. Note: Contract item 2B will only be selected with Contract item 2A.	\$ <u>10,645.00</u>
3.	SCADA programming hourly rate for the sum of <u>One Hundred Ten</u> dollars and <u>No</u> cents per hour. For the purposes of this proposal, an estimate of twenty four (24) hours is to be used (for these entries, use figures): 24 hours x \$ <u>110.00</u> per hour = \$ <u>2,640.00</u> total (Note, in the "Work Item Amount in Figures" column, enter the total as calculated above.. Payment will be based on the actual hours required at the hourly rate entered above.)	\$ <u>2,640.00</u>
4.	Total. Enter the total amount in figures in the column to the right.	\$ <u>40,740.00</u>

Notes:

- Price discrepancies will be resolved based upon the written word amounts.



GREELEY AND HANSEN

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

November 5, 2009

Mr. Frank L. Rowley
Project Manager III
Mecon Industries, Inc.
2703 Bernice Road
P.O.Box 206
Lansing, Illinois 60438-0206

NOTICE OF AWARD – Main Pump Station Generator Replacement Phase II

Dear Mr. Rowley:

This notification is to inform you that on October 19, 2009, the Village of Orland Park Board of Trustees approved awarding Mecon Industries, Inc. the contract in accordance with the proposals you submitted dated September 23, 2009 and October 5, 2009, for the Main Pump Station Generator Replacement Phase II for a combined amount not to exceed Forty Eight Thousand Fifteen and No/100 (\$48,015.00) Dollars.

Attached is the addendum to the contract dated July 23, 2009 for Main Pump Station Generator Replacement Phase II. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the addendum and one original executed addendum will be returned to you.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462 by November 19, 2009. The signed addendum is 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 ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: John Ingram



VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Master

File Number: 2009-0471

File ID: 2009-0471

Type: MOTION

Status: PASSED

Version: 1

Reference:

Controlling Body: Board of Trustees

Department: Public Works
Department

Cost:

File Created Date : 10/07/2009

Agenda Entry: Main Pump Station - Generator Replacement Phase II -
Proposal

Final Action: 10/19/2009

Title: Main Pump Station - Generator Replacement Phase II - Proposal

Notes:

Code Sections:

Agenda Date: 10/19/2009

Indexes:

Agenda Number:

Sponsors:

Res/Ord Date:

Attachments: MAIN PUMP STATION GEN REPLCMNT MECON 10
12 09.pdf, MAIN PUMP STATION GEN REPLCMNT
MECCON 2 10 12 09.pdf, MAIN PUMP STATION GEN
REPLCMNT PHAS II G&H10 12 09.pdf

Res/Ord Number:

Drafter:

Hearing Date:

Department publicworks@orland-park.il.us
Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	10/07/2009	INTRODUCED TO COMMITTEE	Public Works and Engineering Committee			
	Action Text: INTRODUCED TO COMMITTEE to the Public Works and Engineering Committee						
0	Public Works and Engineering Committee	10/12/2009	RECOMMENDED FOR APPROVAL	Board of Trustees			Pass
	Action Text: A motion was made by Trustee Edward Schussler, seconded by Trustee Kathleen Fenton, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion CARRIED by the following vote:						
	Notes: Interim Director Ingram reported that on July 20, 2009, the Village Board approved awarding the Main Pump Station Generator Replacement Phase I to Mecon Industries, Inc. of Lansing, Illinois. Phase II of the project involves the associated building related upgrades including the fire protection system and supervisory control and data acquisition (SCADA) upgrades. A pre-proposal meeting was held at the Main Pump Station on September 9, 2009.						
	Mecon Industries, Inc. of Lansing, Illinois, submitted a proposal totaling \$48,015. Genco Industries, Inc. of Crestwood, Illinois, submitted a proposal totaling \$53,450.						
	In addition, due to the complexity of the Phase I Generator Replacement and Phase II upgrades.						

Greeley and Hansen LLC (G&H) of Chicago, Illinois, was asked to provide a proposal for construction services including submittal reviews and limited construction oversight. The cost for the services is \$9,000.

Aye: 2 Trustee Fenton, and Trustee Schussler

Nay: 0

Absent: 1 Chairman Murphy

- 1 Public Works Department 10/14/2009 INTRODUCED TO BOARD Board of Trustees

Action Text: INTRODUCED TO BOARD to the Board of Trustees

- 1 Board of Trustees 10/19/2009 APPROVED

Pass

Action Text: This matter was APPROVED on the Consent Agenda.

Notes: On July 20, 2009, the Village Board approved awarding the Main Pump Station Generator Replacement Phase I to Meccon Industries, Inc. of Lansing, Illinois. Phase II of the project involves the associated building related upgrades including the fire protection system and supervisory control and data acquisition (SCADA) upgrades. A pre-proposal meeting was held at the Main Pump Station on September 9, 2009.

Meccon Industries, Inc. of Lansing, Illinois, submitted a proposal totaling \$48,015. Genco Industries, Inc. of Crestwood, Illinois, submitted a proposal totaling \$53,450.

In addition, due to the complexity of the Phase I Generator Replacement and Phase II upgrades, Greeley and Hansen LLC (G&H) of Chicago, Illinois, was asked to provide a proposal for construction services including submittal reviews and limited construction oversight. The cost for the services is \$9,000.

Aye: 6 Trustee Murphy, Trustee Fenton, Trustee O'Halloran, Trustee Dodge, Trustee Schussler, and Village President McLaughlin

Nay: 0

Absent: 1 Trustee Gira

Text of Legislative File 2009-0471

..Title

Main Pump Station - Generator Replacement Phase II - Proposal

History

On July 20, 2009, the Village Board approved awarding the Main Pump Station Generator Replacement Phase I to Meccon Industries, Inc. of Lansing, Illinois. Phase II of the project involves the associated building related upgrades including the fire protection system and supervisory control and data acquisition (SCADA) upgrades. A pre-proposal meeting was held at the Main Pump Station on September 9, 2009.

Meccon Industries, Inc. of Lansing, Illinois, submitted a proposal totaling \$48,015. Genco Industries, Inc. of Crestwood, Illinois, submitted a proposal totaling \$53,450.

In addition, due to the complexity of the Phase I Generator Replacement and Phase II upgrades, Greeley and Hansen LLC (G&H) of Chicago, Illinois, was asked to provide a proposal for construction services including submittal reviews and limited construction oversight. The cost for the services is \$9,000.

On October 12, 2009, this item was reviewed and approved by the Public Works and Engineering Committee and referred to the Board for approval.

INFORMATION PREVIOUSLY PROVIDED AS PART OF THE OCTOBER 12, 2009, PUBLIC WORKS AND ENGINEERING COMMITTEE PACKET.

Financial Impact

There are sufficient funds available in the Water and Sewer Capital Fund 031-6002-433.70-60 to cover the cost of this work.

Recommended Action/Motion

I move to approve waiving the bid process;

And

Approve accepting the proposal from Meccon Industries, Inc. of Lansing, Illinois, for the Main Pump Station Generator Replacement Phase II for an amount not to exceed \$52,000 (\$48,015 plus \$3,985 contingency);

And

Approve accepting the proposal from Greeley and Hansen LLC (G&H) of Chicago, Illinois, for construction services for an amount not to exceed \$10,000 (\$9,000 plus \$1,000 contingency);

And

Approve authorizing the Village Manager to execute the proposals/contracts.

VILLAGE OF ORLAND PARK, ILLINOIS
GENERATOR SET REPLACEMENT

Phase II Services Scope of Work

Greeley and Hansen LLC

September 2, 2009

General

1. **Project Location** - The site of the work is the Orland Park Lake Michigan Water Pumping Station located at 8800 Thistlewood Lane, Orland Park, IL 60462. The Project Owner is the Village of Orland Park (VILLAGE). Greeley and Hansen LLC (GH) is the VILLAGE's engineer. All work described herein will take place at the pumping station.

Project Contact Persons - The primary point of contact for the VILLAGE is Mr. John Ingram 708-403-6350. The primary point of contact for the engineer is Mr. Keith Gardner 847-812-4544 or 312-578-2409.

2. **Project Intent** - The intent of the project is to modify the existing generator room and its surroundings to accommodate a new 750 KW diesel generator set. The Contactor shall provide all of the services described herein and ancillary services related thereto, even though not specifically described, to achieve all stated services and provide fully operational components and systems. Note that a new 750 KW generator set is being installed by Meccon Industries under a separate construction contract. The contractor for this project shall coordinate their work with Meccon. Due to space limitations, if there is a conflict in terms of work coordination, the contractor for this work shall yield to Meccon since they are installing the generator.
3. **VILLAGE Contract Documents** - The successful proposer will be required to enter into a standard form contract (sample attached), subject to modifications, with the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the contract (hereinafter referred to as the "Contract"). The contract(s) will be modified to incorporate the terms of this RFP and any pertinent documents included with the selected contractors accepted and approved proposal. The VILLAGE reserves the right to terminate the relationship with the successful proposer if the required documents are not submitted to and approved by the VILLAGE within ten (10) business days of receiving notice of the award of the contract. **The proposer shall also include a copy of their standard contract terms and conditions for review of the VILLAGE with the RFP or they will not be considered or utilized in the contract process.**

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the VILLAGE's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

4. **Insurance Requirements** - Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposing proposers are required to

sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the VILLAGE at its request prior to the commencement of work on this project. All such policies shall name the VILLAGE and Greeley and Hansen LLC as additional insureds and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the VILLAGE, or, except upon prior written approval of the VILLAGE, materially changed.

5. Proposal Submission Requirements – Proposals are to be submitted to the VILLAGE of Orland Park, attention Mr. John Ingram, by 4:00 p.m. on September 23, 2009. **Complete the proposal form attached at the end of this document.** Submit any supporting documentation further explaining the scope of work to be performed as well as outlining any potential deviations from the scope of work as presented in this document. Include proposed changes in price for the deviations presented. Include your standard form of agreement for review by the VILLAGE.

Work to be Performed

1. **Replace Generator Room Door with New Fire-Rated Door** - The contractor shall remove and dispose of the existing door on the north side of the generator room and replace with a new two-hour fire-rated door. Provide new hardware for the door including hinges and locking knob lock keyed to match existing station locks. New hardware shall be of a quality equal to or better than the existing hardware. Hardware shall be installed per the manufacturer's installation instructions for each type or item of hardware provided.

The following codes and standards shall be followed for the Steel Door and Hardware:

- a. ASTM E 152 – Methods of Fire Tests of Door Assemblies
- b. HMMA 862 – Commercial Security Hollow Metal Doors
- c. ASTM A 36/A36M – Specification for Carbon Structural Steel
- d. ASTM A 569 – Carbon, Hot Rolled Sheet and Strip Commercial Quality
- e. FS HH-1-558 – Federal Specification for Insulation
- f. UL – Fire Tests of Door Assemblies
- g. CABO A117.1 – Accessible and Usable Buildings and Facilities
- h. BHMA A156.1 – Butts and Hinges
- i. BHMA A156.2 – Bored and Preassembled Locks and Latches
- j. BHMA A156.4 – Door Controls and Closers
- k. NFPA80 – Fire Doors and Windows
- l. NFPA101 – Life Safety Code
- m. UL10B – Fire Tests of Door Assemblies
- n. UL305 – Panic Hardware

A fire-rated door of the types that have been fire tested and rated in accordance with ASTM Method E152, with variances as approved by the labeling agency shall be supplied. Provide a 2-hour rating. Provide labels of U.L. Inc or Factory Mutual as evidence of rating indicating the applicable fire testing rating for the door construction provided.

The door shall consist of accurately fabricated metalwork and assembled free from dents or tool marks, warpage, buckle and open joints. The door shall have cutouts, as required, for door hardware.

The contractor shall provide:

- a. Watertight edges of doors
- b. Sinkage or mortises as required for hardware

Drill and tap metalwork shall be performed as required for the attachment of hardware.

The door and frame shall be finished in the manufacturer's standard Kynar 500 (NAAMM Class 1 AA-A42) finish in a color to match the existing door and frames.

Pressure grout the existing door frame to fill the space within the frame with grout to the wall, providing a fully grouted door frame. Install grout injection holes and vent holes to ensure that the void space within the door frame is completely filled with grout. Space injection holes and vent holes to allow for full grouting. Repair grout and vent holes following grouting. Fill holes with weld material and grind smooth to match the surface of the existing door frame.

Paint doorframe and door to match existing doors and frames in the pump station, see Section 7 regarding painting.

2. **Power Monitor** – Provide as an alternate price, to furnish and install electrical field wiring and equipment for the power monitor in the Motor Control Center (MCC) of the Village of Orland Park Pump Station. Supply and install the following Dranetz BMI products or approved equals:

- a. Standard Unit
 - i. PowerXplorer PX5 (quantity = 1)
 - ii. USSTDCORD US Line Cord (1)
- b. AC Probes
 - i. TR-2500A 10-500A (4)
 - ii. DRANFLEX3K24 300/3000 (4)
 - iii. RR/PS/4PUS 4 phase power supply with adapter (1)
- c. Accessories
 - i. SCC-4300 Soft Carry Case (1)
 - ii. VCP-4300 Voltage Cable Pack
- d. Memory Cards
 - i. 256MDATA 128MB Flash Memory Card
- e. PC Software (Hasp Version)
 - i. Back Plane Mounting Bracket (shall be mounted inside bucket 11K) (1)
 - ii. UPS Ground Shipping/Handling (1)

Reference Supplementary Drawings SD01 – Provides scope of installation for specified equipment. Provide power monitor if so elected by VILLAGE. The power monitor is to be installed within existing MCC as shown.

3. **Dry-Pipe Sprinkler System** – Furnish and install a dry-pipe fire suppression system which uses closed automatic sprinklers in the sprinkler piping. The system shall be completely supervised in order to monitor its integrity. The sprinkler piping shall be supervised by compressed air pressure. In the event of a leak or when the sprinkler is broken, an alarm indication is to be extended to the existing Fire Alarm Panel located in the basement of the Village of Orland Park Pump Station. When the dry valve opens upon the air pressure drop in the fire suppression piping, the alarm pressure switch shall generate an alarm condition at the existing Fire Alarm Panel. When the isolation valve is turned to the closed position, the tamper switch shall generate an alarm condition at the existing Fire Alarm Panel.

The fire suppression system dry pipe valve and the air compressor are to be located in the Boiler Room.

Paint all piping and accessories to match existing piping in the pump station, see Section 7 regarding painting.

All sprinkler piping, detection and signaling circuits shall be installed in accordance with applicable NFPA standards. The following standards shall be followed:

- NFPA 13 Sprinkler Systems
- NFPA 72 Fire Alarm Systems
- Applicable Local and State Codes
- Any additional requirements of the Local Authority Having Jurisdiction

The dry pipe sprinkler system shall meet the provided Listing and Approvals:

- a. UL – Dry Pipe fire suppression system to be UL listed.
- b. FM – Dry Pipe fire suppression system to be FM approved

The dry pipe sprinkler system shall be comprised of the following System Components:

- a. Only UL listed and FM approved components shall be used
- b. Viking Dry Valve Model F-1 or approved equal.
- c. Viking Quick Response Dry Sprinklers rated at 286 degrees F
- d. Viking oil less riser mounted air compressor rated at 1/6HP, 115V
- e. Viking tamper switch
- f. Viking check valve
- g. Viking alarm pressure switch
- h. Viking supervisory alarm pressure switch
- i. All trim of galvanized steel approved for 250 PSI service
- j. All piping of schedule 40 steel with welded joints primed and painted to meet existing color coding

- k. All electrical rated at 120V. Obtain 120V power by running a new 20 amp circuit - including breaker, conduit and wire - from the lighting panel in the generator room to the sprinkler system equipment. Existing unused conduits may be used where practicable.

4. Emergency Stop Push Button

The Contractor shall provide an emergency stop push button (PB) located outside the generator room. The emergency stop PB shall be located near the door entrance into the room. Interconnect emergency stop PB with generator controls providing for emergency shutdown of the generator set upon activation of the push button. Route conduit between generator controls and emergency stop PB overhead inside the generator room. Route conduit vertically on wall inside the generator room. Penetrate the wall horizontally to PB location in the pump room sealing the conduit at all penetrations. Do not run any conduits exposed to view inside the Pump Room.

5. SCADA Modifications

The Contractor shall modify the SCADA system to implement pump sequence changes when operating under generator power. Contractor shall provide Ethernet connection (cable) from generator control panel to control room back-up panel and integrate all alarms and signals into SCADA. Have the SCADA work performed by B&W Control Systems Integration, the current programmer for the VILLAGE. Previous programming at the Pump Station has been provided by Chris Sosnowski of B&W Control Systems Integration at 815-459-1260. The VILLAGE will provide specific direction regarding how the pumps are to be controlled. Submit a per hour unit price for this work item. For proposal purpose allow for 24 hours of on-site programming services.

6. Final Site Clean-up

Remove all work materials and clean the pumping station of all dirt and debris where contract work has taken place. Repair or replace any portions of the pump station that have been damaged through the construction effort.

7. Painting

Paint new door and existing frame and other new equipment including conduits and sprinkler piping. Painting includes surface preparation, prime coat and two finish coats. Prime coat shall be Tnemec Series 140-Pota-Pox Plus, or equal, with a dry film thickness of 4.0-6.0 mils. Finish coats shall be Tnemec Series 69 Hi-Build Epoxoline II, or equal, with a dry film thickness of 2.0-3.0 mils per coat. Piping to be insulated shall be prime coated only. Insulation shall be painted with Sherwin Williams Exterior Latex Satin A100 Series. Equipment furnished with a factory coating shall be touched up as required to provide a neat and finished appearance of the original factory coating. All paint colors to match existing.

8. Schedule

Schedule the work such that completion occurs at the same time that the generator installation contract work is scheduled to occur. Generator installation work is being performed by Meccon under a separate construction contract with the VILLAGE. Contact Mr. Frank Rowley at 708-474-8300 X123 to coordinate work under this project with work being performed by Meccon.

9. Attachments:

- a. Proposal Form (to be filled out and submitted to VILLAGE)
- b. Power Monitor Diagram
- c. Sprinkler System Diagram
- d. Village of Orland Park Standard Form of Agreement
- e. Village of Orland Park General Conditions

VILLAGE OF ORLAND PARK, ILLINOIS

Generator Replacement Phase II - Proposal Form

IN WITNESS WHEREOF, the parties hereto have executed this Proposal as of date shown below:

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

FEIN #: _____

Phone: (____) _____ Fax: (____) _____

E-mail Address: _____

Signature of Authorized Signee: _____

Title: _____ Date: _____

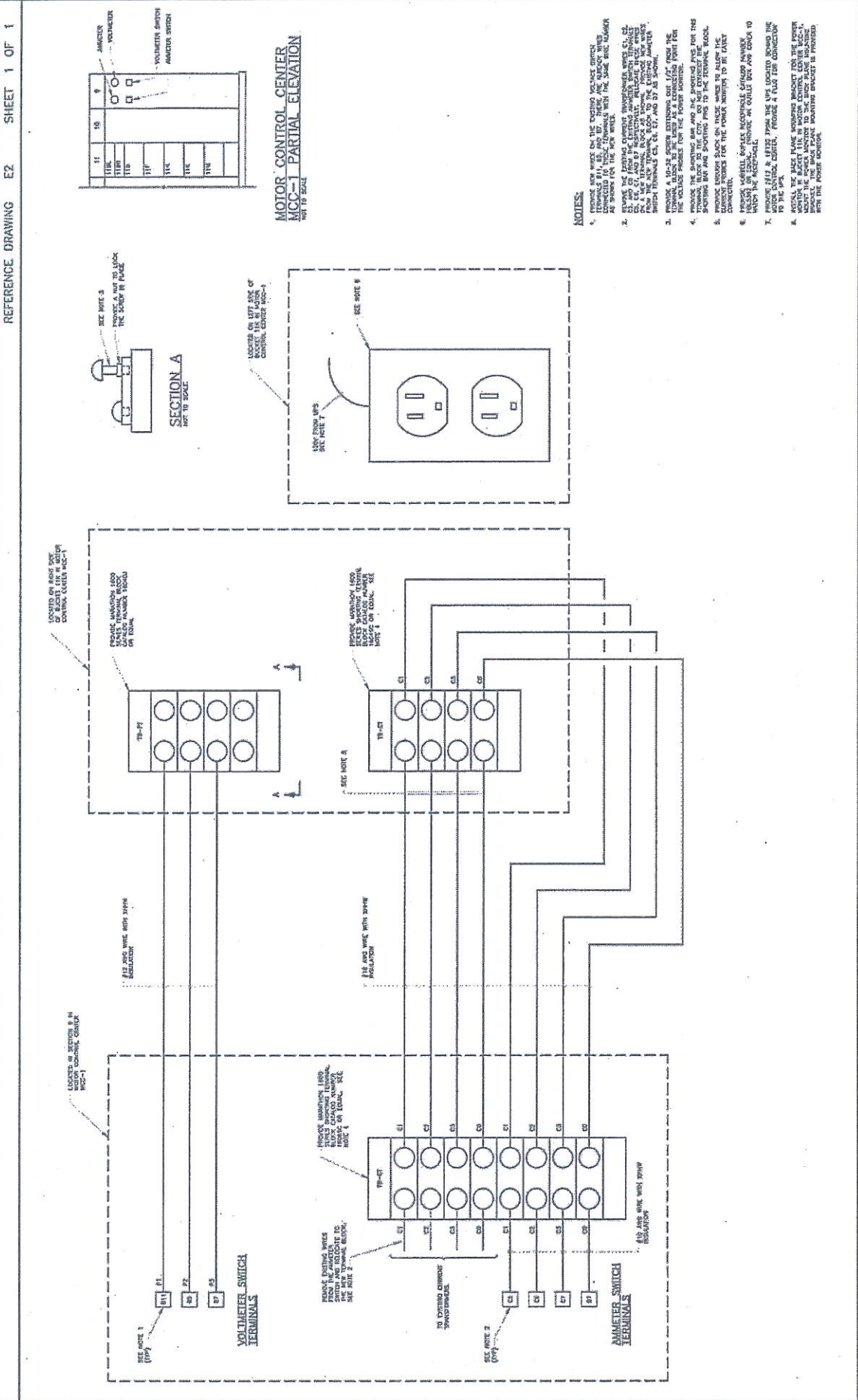
Work Item No.	Work Item Amounts in Words	Work Item Amount in Figures
1.	All work except where listed separately below, the lump sum amount of _____ dollars and _____ cents.	\$ _____.
2A.	Wiring for power monitor but not including the power monitor for the lump sum amount of _____ dollars and _____ cents. Note: Contract item 2A may be selected without Contract item 2B.	\$ _____.
2B.	Provide power monitor for the lump sum amount of _____ dollars and _____ cents. Note: Contract Item 2B will only be selected with Contract Item 2A.	\$ _____.
3.	SCADA programming hourly rate for the sum of _____ dollars and _____ cents per hour. For the purposes of this proposal, an estimate of twenty four (24) hours is to be used (for these entries, use figures): 24 hours x \$ _____ per hour = \$ _____ total (Note, in the "Work Item Amount in Figures" column, enter the total as calculated above.. Payment will be based on the actual hours required at the hourly rate entered above.)	\$ _____.
4.	Total. Enter the total amount in figures in the column to the right.	\$ _____.

Notes:

- Price discrepancies will be resolved based upon the written word amounts.



GREELEY AND HANSEN

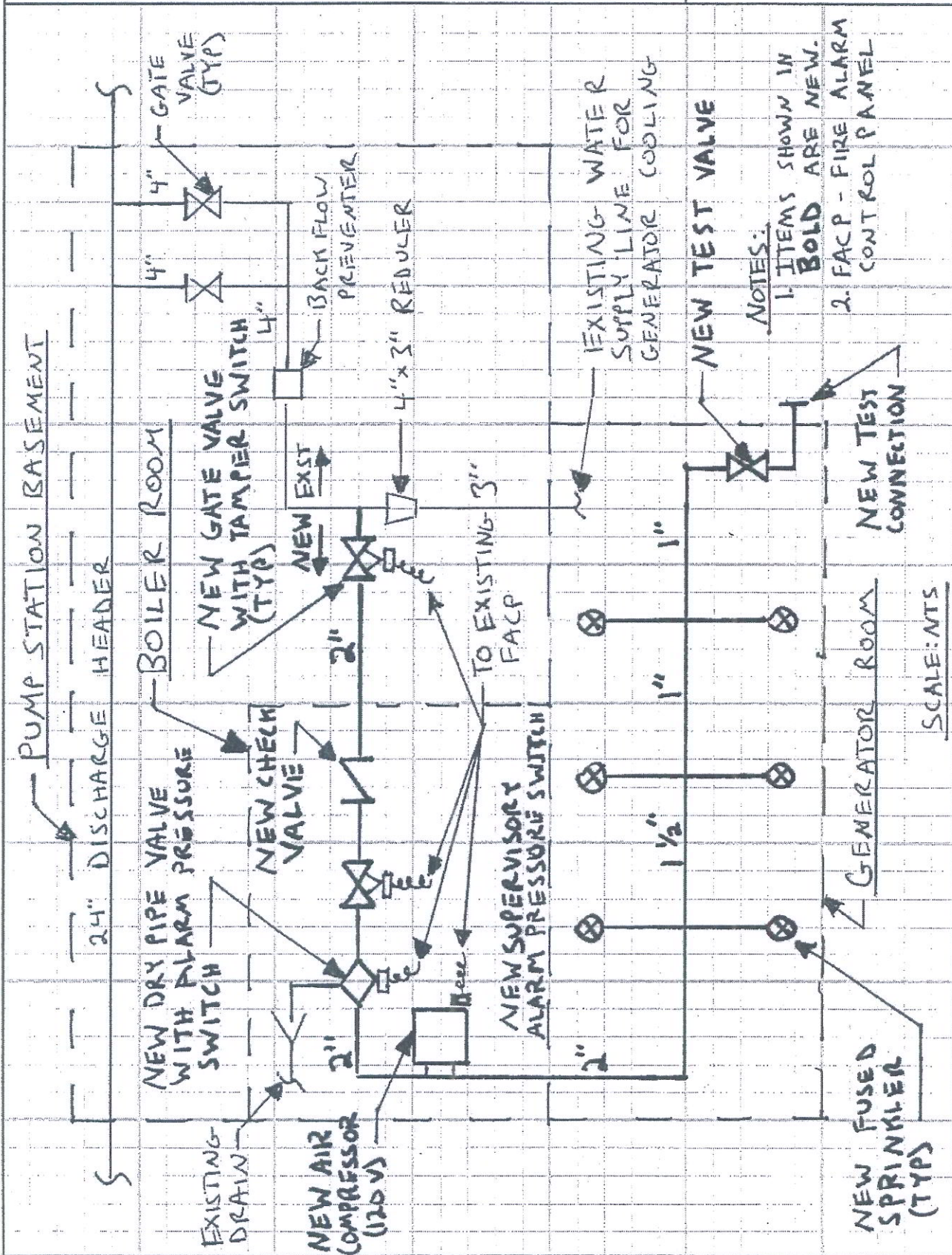




PROJECT Orland Park - Generator Replacement
SUBJECT New Sprinkler System One-Line Diagram

PROJECT # _____
CLIENT Village of Orland Park

COMP BY KWG DATE 8/25/09 CDK BY _____ DATE _____ SHEET 1 OF 1



VILLAGE OF ORLAND PARK
(Contract for Small Construction or Installation Project)

This Contract is made this ____ day of _____, 200_ by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and _____ (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 Proposal submitted by Contractor on _____ to the extent it does not conflict with this contract.

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

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

(hereinafter referred to as the "WORK") as described in the CONTRACTOR'S Proposal 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 (if any):

_____	_____
_____	_____
_____	_____

Alternates chosen:

TOTAL: _____ and No/100 (\$ _____) 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 _____ (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 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: 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, 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@orland-park.il.us

To the CONTRACTOR:

Telephone:
Facsimile:
e-mail:

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 8: 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 9: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 10: 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: THE VILLAGE

FOR: THE CONTRACTOR

By: _____

By: _____

Print name: _____

Print name: _____

Its: Village Manager

Its: _____

Date: _____

Date: _____

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the "VILLAGE") and _____ (the "CONTRACTOR") for _____ (the "WORK") dated _____, 200__ (the "CONTRACT").

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of the Contractor the Village shall furnish, with reasonable promptness, information necessary for the performance of the Work of the Contract including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the Work is to be performed.
- 1.1.2 The Village shall furnish access to its buildings and the site of the Work as is necessary for the performance of the Work and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the Work.
- 1.1.3 The Village shall have the right to stop the Work by a written order should the Contractor fail to correct Work not in accordance with the Contract Documents which will remain in effect until the Work is corrected without giving rise to any duty on the part of the Village to stop the Work for the benefit of the Contractor or any other entity.
- 1.1.4 The Village may, if the Contractor does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the Village, correct the default itself and deduct the reasonable cost of the correction or cure from the amounts owed to the Contractor.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 1.2.2 The Contractor shall examine existing conditions and take field measurements to facilitate the performance of the Work and shall report to the Village or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the Village, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Village in a separate written document, for all utilities required such as light, heat and water.
- 1.2.4 Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice

of said deficiencies from the Village. All manufacturers' guarantees and warranties shall be delivered to the Village prior to the issuance of final payment.

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 1.2.7 Contractor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the performance of the Work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
- 1.2.8 Contractor will not be relieved of any obligation to the Village due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

- 2.1 The Contract Documents consist of the following items:
 - 2.1.1 Agreement between the parties
 - 2.1.2 General Conditions to the Agreement
 - 2.1.3 Special Conditions to the Agreement, if any
 - 2.1.4 Accepted Proposal as it conforms to the VILLAGE's requirements
 - 2.1.5 The Proposal submitted by Contractor on _____ to the extent it does not conflict with this contract.
 - 2.1.6 Specifications and Drawings, if any
 - 2.1.7 Required Certifications including
 - 2.1.8 Required Certificates of Insurance
 - 2.1.9 Required Performance and Payment Bonds

ARTICLE 3: PAYMENTS AND COMPLETION

- 3.1 The Village requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect or payment shall not be made by the Village without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 3.2 No certificate shall be issued in favor of the Contractor and no payment will be made by the Village for material not actually installed and built into the Work without written authorization for the Village.
- 3.3 Upon satisfaction of the terms and conditions of the Contract, the Contractor agrees to provide the Village with a final release and waiver of all liens covering all of the Work performed under the Contract relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.
- 3.4 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

- 4.1 The Village is a public body and is exempt from excise, sales and use taxes and will furnish Contractor with exemption numbers as required. Contractor shall not include any such taxes in its cost figures.

ARTICLE 5: INSPECTION OF MATERIALS

- 5.1 The Village shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the Village. Materials, equipment, components or completed work not complying therewith may be rejected by the Village and shall be removed and replaced by the Contractor at no cost to the Village.

ARTICLE 6: ASSIGNMENT

- 6.1 The Contractor's duties and obligations under the Contract shall not be assigned without the express written consent of the Village.
- 6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.

- 6.3 The Contractor shall not contract with anyone to whom the Village has a reasonable objection.
- 6.4 The Contractor shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Village's reasonable requirements or objections as to form and content.
- 6.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Village. Each subcontract agreement shall preserve and protect the rights of the Village under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Village. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

- 7.1 All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final voucher on the contract is issued.
- 7.2 Contractor shall supply the Village with "as-built" plans prior to the Village making the final payment.

ARTICLE 8: DEFAULT

- 8.1 If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the Work with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the Work in an acceptable manner, the Village shall give notice to the Contractor and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the Village shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract.

under the Contractor's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

11.1.1.1 Worker's Compensation: STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the Village free and harmless of all personal injuries of all persons whom the Contractor may employ directly or through Subcontractors.

11.1.1.2 Employers Liability: \$500,000 minimum liability.

11.1.1.3 Comprehensive General Liability; including Bodily Injury and Property Damage.

\$1,000,000 Each Occurrence - Combined Single Limit

\$2,000,000 Aggregate - Completed Operations

\$2,000,000 Each Occurrence - Blanket Contractual Liability

11.1.1.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

11.1.1.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify 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.

11.2.2 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.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

12.1 The Contractor shall furnish Performance and Payment Bonds acceptable to the Village in the full amount of the Contract. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

ARTICLE 13: ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the Contract between Village and Contractor is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: ARTICLE 14: CHANGES IN THE WORK

- 14.1 All changes in the Work must be approved by the Village in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the Village or its designee finding that the change was not reasonably foreseeable at the time the contract was signed, the change is germane to the Contract or the change is in the best interest of the Village. New Requests for Proposals must be issued by the Village as required by law for any change increasing the original Contract Sum by fifty percent (50%) or more.

ARTICLE 15: TERMINATION

- 15.1 The Village may, at any time, terminate the Contract for the Village's convenience and without cause upon written notice to the Contractor and payment for all Work directed to be performed prior to the effective date of termination along with reasonable overhead and profit.