

## **ADDENDUM #1**

DATE: April 14, 2023

FROM: Jennifer Rogers, Superintendent of Parks Trades

ARLINGTON HEIGHTS PARK DISTRICT

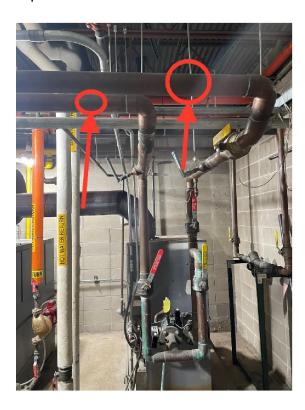
TO: PROSPECTIVE CONTRACTORS – Boiler Replacements 2023

**SUBJECT: ADDENDUM #1** 

#### ADDENDA TO ORIGINAL QUOTE REQUEST

- 1) Cut sheets attached for specified boilers.
- **Emergency boiler shutoffs-** Contractor is responsible for tying in 3 new boilers to existing emergency shut off button by east door, and 2 existing and 3 new boilers into a new emergency shut off button outside the west door. The Park District will supply the new emergency shut off button for the contractor to install outside the west door. It will be Stopper Station model #SS2231PO-EN.
- 3) Copper piping should be soldered.
- **4) Unit pricing-** Unit pricing for additional plumbing, gas line, and sheet metal should be written as time and material. This is to get an idea of cost for additional work if necessary.
- **Venting-** The new boilers will require vent draft barometrics to be installed per manufacturer's specifications and recommendations.
- **Pool controllers-** new boilers shall be tied to the existing pool controls at the boiler.
- 7) All boilers should have the CSD1 controllers option included- see cut sheets.
- **8) Piping-** On the two pool boilers a tertiary water loop needs to be created and the primary/secondary connections made right at the boilers per manufacturer's specifications and recommendations. The currently installed diverting valves can be adjusted to create the proper flow rate from the pool return line over to the heaters.

**9) Demolition-** For the activity pool boiler, demo back to arrows and circles on photo below and install new isolation valves. For the lap/dive pool boiler, demo back to 4" isolation valves as show in photo with arrows only below. Repipe per manufacturer's specification including field installed mixing system. For the domestic boiler, demo back to nearest isolation valves and replace said valves.





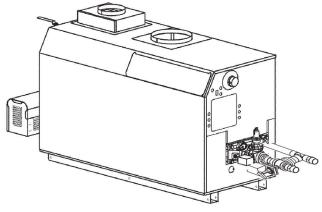
## <u>CONTRACTORS ARE REQUESTED TO SIGN THIS FORM AS A FORMAL RECIEPT</u> OF THIS ADDENDUM AND TO RETURN IT WITH THEIR ESTIMATE.

SIGNED BY CONTRACTOR\_\_\_\_\_

410 N. Arlington Heights Road, Arlington Heights, Illinois 60004 (847) 577-3000 / FAX (847) 577-3050 www.ahpd.org
Three Time Gold Medal Award Winner 1983 1992 2001

## **MIGHTY THERM2®**





3/29/23

Project #:

Activity Pool

Engineer:

Prepared By:

HSA

Bid Date:

Date:

Project Name:

Arlington Heights Ridge Center

Location:

Contractor:

#### Standard Equipment

- ASME 160 psi working pressure heat exchanger
- · ASME "H" stamp
- · Flanged water connections
- · Glass-lined cast iron headers
- · External header gaskets
- 75 psi (517 kPa) ASME rated pressure relief valve
- · Flow switch
- Temperature and pressure gauge
- · Pump mounted and wired

- Mixing system for low temperature protection
- Multiple operating gas valve/ pressure regulators
- · Manual "A" gas valve
- Intake air filter
- · Multiple, removable burner trays
- Stainless steel burners
- Built-in draft fan(s) for Category I or III venting
- · Air pressure switch
- · Burner site glass

- · 24V control system
- 115/24VAC transformer
- · Manual reset high limit
- Hot surface ignition
- On/Off toggle switch
- Pump time delay
- · Diagnostic lights
- Less than 10ppm NOx
- External controller connections with selector switch

#### **Boiler Data**

#### **Number of Units:**



#### Fuel

Natural

Propane

#### **Heat Exchanger**

Copper

✓ Cupro-Nickel

Copper, Reversed

Cupro-Nickel, Reversed

#### **Options**

✓ CSD-1 (LWCO not incl.)

Low water cutoff

Ignition failure alarm with bell and dry contacts, red trouble lights and green main gas lights







#### Sizing Data

	Size	Input <sup>1</sup> BTU/H	Input¹ kW	Output <sup>1</sup> BTU/H	Output¹ kW	Gas Conn. Size inches <sup>2</sup>	Water Conn. Size inches <sup>2</sup>	System Water Conn. Size inches <sup>2</sup>	Shippi Weigh Ibs	
1	500	500,000	147	425,000	125	11/4	2	2	760	345
	750	750,000	220	638,500	187	11/4	2	2	855	388
	1000	999,000	293	849,000	249	1½	21/2	2	1020	463
	1250	1,250,000	366	1,062,500	311	2	21/2	2	1115	506
	1500	1,500,000	440	1,275,000	374	2	21/2	2	1260	572
	1750	1,750,000	513	1,487,500	436	2	21/2	2	1365	619
	2000	1,999,000	586	1,699,000	498	2	21/2	2	1495	678

Heater

Mixing

NOTES: 1. Input and output must be derated 4% per 1000 feet above sea level when installed above 2000 feet altitude.

- 2. Dimensions are nominal.
- 3. Shipping weight is approximate, based on previous units shipped and can be affected by several variables including the various weights for optional pumps and even the green or dry wood used in the crate.

#### Accessories

Side-wall vent terminal for indoor unit (required for side-wall venting)

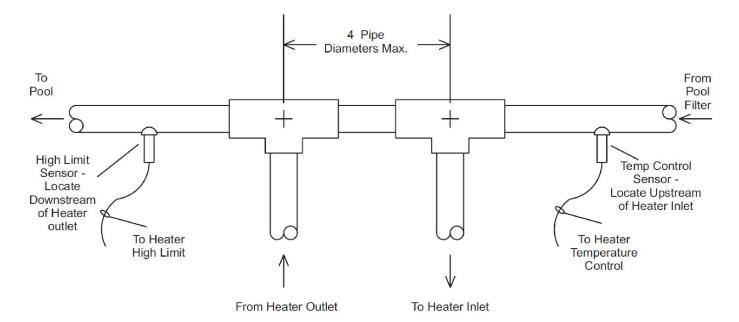
Side-wall combustion air terminal for indoor unit (required only for ducted combustion air)

Exhaust vent terminal for outdoor unit

Combustion air intake for outdoor unit

# Piping and Sensor Location

The Mighty Therm2 Pool Heater is shipped with a field-installed mixing system, and must be piped in primary-secondary style, as shown. A remote pool temperature sensor and remote pool temperature high limit are wired to the Mighty Therm2, to be mounted in the pool water loop, as shown.



## Clearances

Appliance Surface		earance From ble Material	Suggested Service Access Clearances			
Left Side	1	2.5	24	61		
Right Side	1	2.5	24	61		
Тор	1	2.5	12	30		
Back*	1	2.5	12	30		
Front	1	2.5	36	91		
Vent		ng system nstructions				

<sup>\*</sup>When vent and/or air is connected to the back, 36" (91cm) is suggested. Dimensions in **inches**  $\it cm$ 

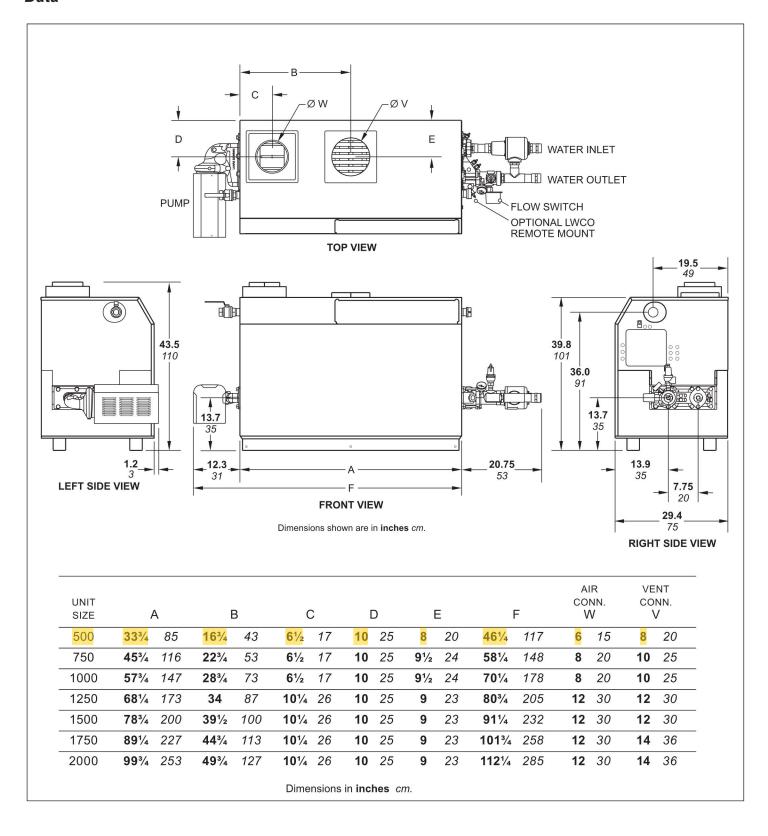
## Electrical Data

			Single Circuit Size	Two Circ	cuit Size
Model	Volts	Phase	(Heater & Pump)	Heater	Pump
MT2P 500 - 750			20 Amps	15 Amps	15 Amps
MT2P 1000	120	Single	25 Amps	20 Amps	15 Amps
MT2P 1250 - 1500	120	Sirigie	30 Amps	25 Amps	15 Amps
MT2P 1750 - 2000		·	N/A	25 Amps	20 Amps

## Pump Data

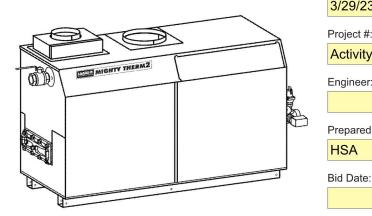
Sizes	Power (HP)	Current (Amps)
500	1/3	2.8
750	1/3	2.8
1000	1/2	5.2
1250	1/2	5.2
1500	3/4	7.2
1750	1	9.8
2000	1	9.8

#### Dimensional Data





## MIGHTY THERM2



## **Boiler & Water Heater**

Hydronic Heater Volume Water Heater

Indoor/Outdoor Sizes 500-2000

#### Submittal Data



Project Name:

Arlington Heights Ridge Center

Location:

Contractor:

#### Standard **Equipment**

- ASME 160 psi working pressure heat exchanger
- · ASME "H" stamp
- · Meets NSF/ANSI-372 Low Lead Content Certification (MT2V)
- · Two-stage firing
- · Flanged water connections
- Glass-lined headers
- · External header gaskets
- 75 psi (517 kPa) ASME rated pressure relief valve (MT2H)
- 125 psi (861 kPa) ASME rated pressure relief valve (MT2V)

· Flow switch

Date:

3/29/23

Project #: **Activity Pool** 

Engineer:

Prepared By:

**HSA** 

- Multiple operating gas valve/ pressure regulators
- · Temperature pressure gauge
- · Manual "A" gas valve
- · Intake air filter
- · Multiple, removable burner trays
- · Stainless steel burners
- · Built-in draft fan for Category I or III vent systems
- · Air pressure switch

- · Burner site glass
- 24V control system
- 115/24VAC transformer
- · Manual reset high limit
- · External controller connections with selector switch
- · Hot surface ignition
- · On/Off toggle switch
- · Pump time delay
- · Less than 10 ppm NOx

#### **Boiler Data**

#### Model:

Boiler MT2H

✓ Water Heater MT2V

**Number of Units:** 

1

#### **Fuel**

Natural

Propane

#### **Heat Exchanger**

Copper (std. on MT2H, N/A on MT2V)

✓ Cupro-Nickel (std. on MT2V)

Copper, Reversed (N/A on MT2V)

✓ Cupro-Nickel, Reversed

#### **Water Trim**

Glass-Lined Cast Iron

Bronze Trim (standard on MT2V)

#### **Options**

✓ CSD-1

200°F Max Controls (std. on MT2V)

Low Water Cutoff

Auto reset high limit

Ignition failure alarm with bell and dry contacts, red trouble and green main gas lights

ASME "HLW" Stamp (MT2V only)

Reversed heat exchanger













## Sizing Data

Size	Input <sup>1,3</sup> BTU/h	Output <sup>1,3</sup> BTU/h	Gas Conn. Size inches²	Water Conn. Size inches <sup>2</sup>	Shipping Weight <b>Ibs.</b> kg
500	500,000	425,000	11/4	2	<b>630</b> 286
750	750,000	638,000	11/4	2	<b>725</b> 329
<b>✓</b> 1000	999,000	849,000	1½	21/2	<b>820</b> 372
1250	1,250,000	1,064,000	2	21/2	<b>915</b> 415
1500	1,500,000	1,277,000	2	21/2	<b>1010</b> 458
1750	1,750,000	1,489,000	2	21/2	<b>1105</b> 501
MT2H 2000	1,999,000	1,701,000	2	21/2	<b>1200</b> <i>544</i>
MT2V 2000	2,000,000	1,701,000	2	21/2	<b>1200</b> <i>544</i>

- NOTES: 1. Input and output must be derated 4% per 1000 feet above sea level when installed above 2000 feet altitude.
  - 2. Dimensions are nominal.
  - 3. For other boiler ratings:

Boiler Horsepower: HP = Output

Radiation Surface: EDR sq. ft. = Output 33,475 150

4. Shipping weight is approximate, based on previous units shipped and can be effected by several variables including the green or dry wood used in the crate.

#### Accessories

Side-wall vent terminal for indoor unit with horizontal venting

- Vent terminal for outdoor unit
- Side-wall combustion air terminal for indoor unit with horizontal ducted air
- Air terminal for outdoor unit
- Propane conversion kit
- Natural gas conversion kit

### Water Flow Data

#### MT2H (Boiler) TEMPERATURE RISE IN DEGREES

	20	°F	11	1°C	25	5°F	14	1°C	30	)°F	17	°C	35	°F	19	°C
	Flow	H/L	Flow	H/L												
Size	gpm	feet	lpm	m	gpm	feet	lpm	m	gpm	feet	lpm	m	gpm	feet	lpm	<u>m</u>
500	43	1.7	161	0.5	34	1.1	129	0.3	28	0.9	107	0.3	24	0.7	92	0.2
750	64	3.3	242	1.0	51	2.3	193	0.7	43	1.7	161	0.5	36	1.2	138	0.4
1000	85	5.0	321	1.5	68	3.6	257	1.1	57	3.1	214	0.9	49	2.2	184	0.7
1250	106	8.1	402	2.5	85	6.1	322	1.9	71	4.7	268	1.4	61	3.4	230	1.0
1500	128	10.0	483	3.0	102	7.2	386	2.2	85	5.5	322	1.7	73	4.2	276	1.3
1750	N/R	N/R	N/R	N/R	119	10.5	451	3.2	99	8.4	375	2.6	85	5.8	322	1.8
2000	N/R	N/R	N/R	N/R	136	12.5	515	3.8	113	10.4	429	3.2	97	8.3	368	2.5

MT2V (Water Heater)

							IVIIZ	A LAAC	atel I	ieatei	,							
		HA	ARD V	VATER				NOF	RMAL	WATEF	3			SO	FT W	ATER		
			Temp	ř		Temp	Temp Temp				Temp	Temp						
Temp			-						•						•			
	Flow	H/L	rise	Flow	H/L	rise	Flow	H/L	rise	Flow	H/L	rise	Flow	H/L	rise	Flow	H/L	rise
Size	gpm	feet	°F	lpm	m	°C	gpm	feet	°F	lpm	m	°C	gpm	feet	°F	lpm	m	°C
500	90	3.5	9	341	1.1	5	68	2.3	13	257	0.7	7	45	1.8	19	170	0.5	10
750	90	6.0	14	341	1.8	8	68	3.0	19	257	0.9	10	45	2.1	28	170	0.6	16
1000	90	6.1	19	341	1.9	10	68	3.6	25	257	1.1	14	45	2.3	38	170	0.7	21
1250	90	6.3	24	341	1.9	13	68	3.8	31	257	1.2	17	68	3.8	31	257	1.2	17
1500	90	6.5	28	341	2.0	16	68	3.9	38	257	1.2	21	68	3.9	38	257	1.2	21
1750	90	6.7	33	341	2.0	18	68	4.0	44	257	1.2	24	68	4.0	44	257	1.2	24
2000	112	10.0	30	424	3.0	17	112	10.0	30	424	3.0	17	112	10.0	30	424	3.0	17

NOTE: Headloss (H/L) shown is for the Mighty Therm2 heat exchanger only.

## Recovery Data

	WATER TEMPERATURE RISE IN DEGREES											
_	40°F	50°F	60°F	70°F	80°F	90°F	100°F	120°F	140°F			
Size	gph	gph	gph	gph	gph	gph	gph	gph	gph			
500	1276	1020	850	729	638	567	510	425	364			
750	1915	1532	1277	1094	957	851	766	638	547			
1000	2548	2038	1699	1456	1274	1132	1019	849	728			
1250	3189	2551	2126	1822	1594	1417	1276	1063	911			
1500	3827	3061	2551	2187	1913	1701	1531	1276	1093			
1750	4464	3571	2976	2551	2232	1984	1786	1488	1276			
2000	5099	4079	3399	2914	2550	2266	2040	1700	1457			
	22°C	28°C	33°C	39°C	44°C	50°C	56°C	67°C	78°C			
Size	L/h	L/h	L/h	L/h	L/h	L/h	L/h	L/h	L/h			
500	4821	3857	3214	2755	2411	2143	1929	1607	1378			
750	7238	5790	4825	4136	3619	3217	2895	2413	2068			
1000	9632	7705	6421	5504	4816	4281	3853	3211	2752			
1250	12054	9643	8036	6888	6027	5357	4821	4018	3444			
1500	14464	11571	9643	8265	7232	6429	5786	4821	4133			
1750	16875	13500	11250	9643	8438	7500	6750	5625	4821			
2000	19274	15419	12850	11014	9637	8566	7710	6425	5507			

**NOTE:** gph = gallons per hour, L/h = Liters per hour.

## Clearances

			_		
Appliance Surface	Required Clea Combustibl	arance From le Material	Suggested Service Access Clearances		
Left Side	1	2.5	24	61	
Right Side	1	2.5	24	61	
Тор	1	2.5	12	30	
Back	1	2.5	12	30	
Front	1	2.5	36	91	
Vent	Per ventin	g system			
	supplier's ir	nstructions			

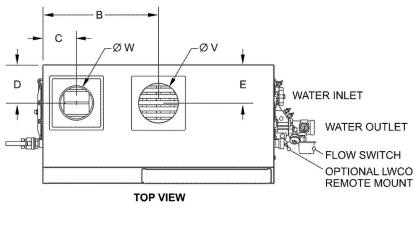
Dimensions in inches cm

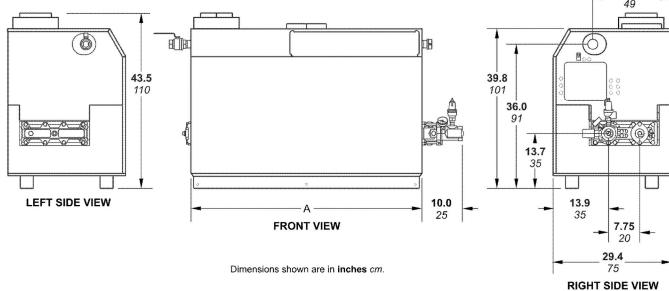
### Electrical Data

MT2H & MT2V (non-pump mounted)	Boiler /	Heater Cir	cuit Size	Pump Cir	rcuit Requ	uirements	Blower
Size	Volts	Phase	Amps	Volts	Phase	Amp/hp	Circuit
500–750	120	Single	15	120	Single	15A / 1hp	Included in Boiler
1000-2000	120	Sirigle	20	120	Single	13Α/ ΠΙΡ	Circuit

<sup>\*</sup>Separate circuits required. Maximum connection rating. Other Voltages / Phase / Amp/hp will require a pump starter.

#### Dimensional Data





Size	А				1	С		С	)	E		Air Conn. W		Ve Co \	
500	33¾	85	16¾	43	61/2	17	10	25	8	20	6	15	8	20	
750	45¾	116	223/4	53	61/2	17	10	25	91/2	24	8	20	10	25	
1000	<b>57</b> <sup>3</sup> / <sub>4</sub>	147	283/4	73	61/2	17	10	25	91/2	24	8	20	10	25	
1250	681/4	173	34	87	101/4	26	10	25	9	23	12	30	12	30	
1500	78¾	200	39½	100	101/4	26	10	25	9	23	12	30	12	30	
1750	891/4	227	443/4	113	101/4	26	10	25	9	23	12	30	14	36	
2000	99¾	253	493/4	127	101/4	26	10	25	9	23	12	30	14	36	

Dimensions shown in inches cm.

Dimensions and specifications subject to change without notice in accordance with our policy of continuous product improvement.



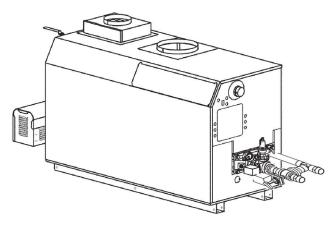
## MIGHTY THERM2®



Pump Mounted Pool Heater

Indoor/Outdoor Sizes 500-2000





Date: 3/29/23

Project #:

**Activity Pool** 

Engineer:

Prepared By:

**HSA** 

Bid Date:

Project Name:

Arlington Heights Ridge Center

Location:

Contractor:

#### Standard **Equipment**

- · ASME 160 psi working pressure heat exchanger
- ASME "H" stamp
- Flanged water connections
- Glass-lined cast iron headers
- External header gaskets
- 75 psi (517 kPa) ASME rated pressure relief valve
- Flow switch
- Temperature and pressure
- · Pump mounted and wired

- · Mixing system for low temperature protection
- · Multiple operating gas valve/ pressure regulators
- Manual "A" gas valve
- Intake air filter
- Multiple, removable burner trays
- Stainless steel burners
- Built-in draft fan(s) for Category I or III venting
- Air pressure switch
- · Burner site glass

- · 24V control system
- 115/24VAC transformer
- Manual reset high limit
- Hot surface ignition
- On/Off toggle switch
- Pump time delay
- Diagnostic lights
- Less than 10ppm NOx
- External controller connections with selector switch

#### **Boiler Data**

#### **Number of Units:**



#### Fuel

Natural

Propane

**Heat Exchanger** 

Copper

✓ Cupro-Nickel

Copper, Reversed

Cupro-Nickel, Reversed

**Options** 

✓ CSD-1 (LWCO not incl.)

Low water cutoff

Ignition failure alarm with bell and dry contacts, red trouble lights and green main gas lights







#### Sizing Data

	Size	Input <sup>1</sup> BTU/H	Input¹ kW	Output <sup>1</sup> BTU/H	Output¹ kW	Gas Conn. Size inches <sup>2</sup>	Water Conn. Size inches <sup>2</sup>	System Water Conn. Size inches <sup>2</sup>	Shippi Weigh Ibs	
1	500	500,000	147	425,000	125	11/4	2	2	760	345
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	1000	999,000	293	849,000	249	1½	21/2	2	1020	463
	1250	1,250,000	366	1,062,500	311	2	21/2	2	1115	506
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Heater

Mixing

NOTES: 1. Input and output must be derated 4% per 1000 feet above sea level when installed above 2000 feet altitude.

- 2. Dimensions are nominal.
- 3. Shipping weight is approximate, based on previous units shipped and can be affected by several variables including the various weights for optional pumps and even the green or dry wood used in the crate.

#### Accessories

Side-wall vent terminal for indoor unit (required for side-wall venting)

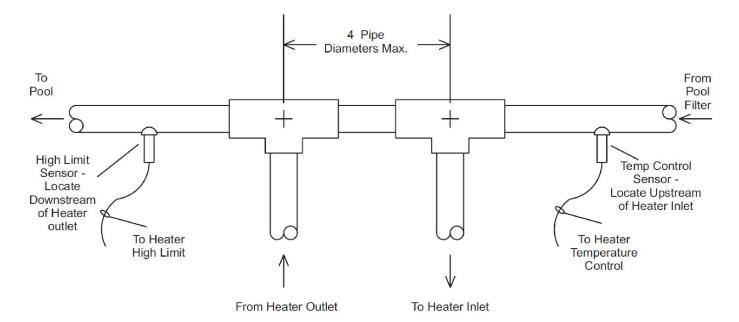
Side-wall combustion air terminal for indoor unit (required only for ducted combustion air)

Exhaust vent terminal for outdoor unit

Combustion air intake for outdoor unit

# Piping and Sensor Location

The Mighty Therm2 Pool Heater is shipped with a field-installed mixing system, and must be piped in primary-secondary style, as shown. A remote pool temperature sensor and remote pool temperature high limit are wired to the Mighty Therm2, to be mounted in the pool water loop, as shown.



## Clearances

Appliance Surface	Required Clearance From Combustible Material		Suggeste Access C	d Service learances
Left Side	1	2.5	24	61
Right Side	1	2.5	24	61
Тор	1	2.5	12	30
Back*	1	2.5	12	30
Front	1	2.5	36	91
Vent	Per ventir supplier's i			

<sup>\*</sup>When vent and/or air is connected to the back, 36" (91cm) is suggested. Dimensions in **inches**  $\it cm$ 

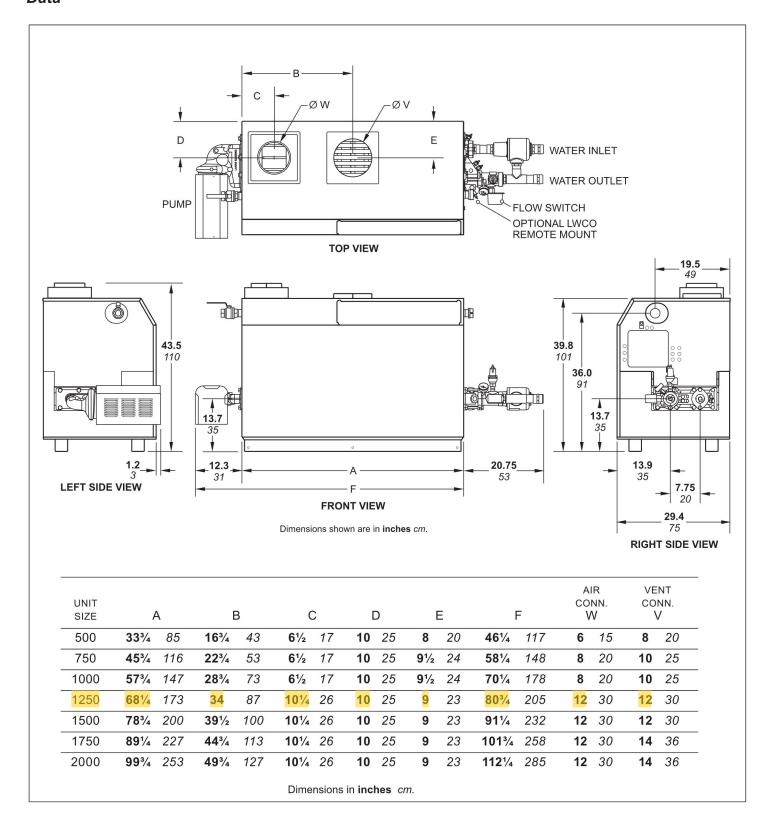
## Electrical Data

			Single Circuit Size	Two Circ	cuit Size
Model	Volts	Phase	(Heater & Pump)	Heater	Pump
MT2P 500 - 750			20 Amps	15 Amps	15 Amps
MT2P 1000	120	Single	25 Amps	20 Amps	15 Amps
MT2P 1250 - 1500	120	Sirigie	30 Amps	25 Amps	15 Amps
MT2P 1750 - 2000			N/A	25 Amps	20 Amps

## Pump Data

Sizes	Power (HP) Current (A	
500	1/3	2.8
750	1/3	2.8
1000	1/2	5.2
1250	1/2	5.2
1500	3/4	7.2
1750	1	9.8
2000	1	9.8

#### Dimensional Data







#### **ADVERTISEMENT FOR BID**

Project Name: <u>Boiler Replacements</u>

Notice is hereby given to potential Bidders that the Arlington Heights Park District (the "District," "Park District" or "Owner") will receive sealed bids for the above referenced Project until **04/18/2023 at 1:00 PM**, at the Arlington Heights Park District, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004 at which time the bid proposals will be publicly opened and read aloud. The scope of the project includes: Replace three boilers at the Arlington Ridge Center that service the pools and domestic water. **Project is expected to begin August 14, 2023.** 

Each bid must be placed in a sealed opaque envelope and shall be clearly marked "Sealed Bid – Boiler Replacements" and addressed and delivered to the Arlington Heights Park District, Attention: BID Dept., 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004.

Bid Documents may be obtained from the Arlington Heights Park District website: <a href="www.ahpd.org">www.ahpd.org</a>. For more information, contact Jennifer Rogers, Superintendent of Parks & Trades.

A pre-bid meeting will be held on 4/12/2023 at 9:30 AM at the Arlington Ridge Center (ARC), 660 N. Ridge Ave., Arlington Hts., IL 60004. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any questions or concerns with the Owner.

The Park District reserves the right to waive all technicalities, to accept or reject any or all bids, or to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the District. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall only be used by the successful Bidder for the Work of this Project only.

After the bid opening, no bid may be withdrawn or canceled for a period of (60) calendar days.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq*. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Cook County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (including

the prevailing rate for legal holiday and overtime work as applicable) for each craft, type of worker, or mechanic.

All bids must be accompanied by cashier's check, certified check, or bid bond payable to the order of the Arlington Heights Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

By Order Of:

Board of Park Commissioners Arlington Heights Park District **4/04/2023** 



#### **INSTRUCTIONS TO BIDDERS**

DATE: 04/04/2023

**BID REQUEST:** Boiler Replacements

Sealed bids will be accepted until **04/18/2023 at 1:00 PM** and immediately thereafter publicly opened and read aloud at the Arlington Heights Park District Administration Office, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Arlington Heights Park District Board of Park Commissioners at a regularly scheduled meeting. This project is anticipated to begin: **August 14, 2023 and end by September 1, 2023.** 

A pre-bid meeting will be held on 4/12/2023 at 9:30 AM at the Arlington Ridge Center (ARC), 660 N. Ridge Ave., Arlington Hts., IL 60004. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any questions or concerns with the Owner.

#### 1. Preparation and Submission of Bid Proposal

It is the sole responsibility of the Bidder to see that their bid is received in proper time. No faxed or e-mail bid or modification of a bid will be considered. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including; equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and no sheets shall be detached from any part of the Bid Documents.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid. The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Bid Proposal Form. The Bid Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

#### 2. Requirement of Bidders

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Services; and 2) are able to show that they have adequate laborers and materials to successfully complete the Services as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list at least five (5) service contracts your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the client, client contact and telephone number, and length of contract.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

nitial here if there is nothing to disclose:	nitial	here if	there is	nothing	to disclose:	
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On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the client, client contact and telephone number, and an explanation of the circumstances surrounding the rejection.

Initial here if there is nothing to disclose: \_\_\_\_\_

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Initial here if there is nothing to disclose:

Other required submittals include: Bid Proposal; Contractor's Compliance and Certifications. Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.

#### 3. Examination of Site, Drawings, Specifications

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint themselves with conditions, as they exist, and shall undertake such additional inquiry and investigation as they shall deem necessary so that they may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications, and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to their bid. By submitting a bid, the Bidder agrees, represents and warrants that they have undertaken such investigation as they deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

#### 4. Acceptance or Rejection of Bids

The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Proposal Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Arlington Heights Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

#### 5. Surety

All bids must be accompanied by a bid bond or bank cashier's check or certified check payable to the Arlington Heights Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Arlington Heights Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Arlington Heights Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

#### 6. Withdrawal of Bid

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

#### 7. Award, Acceptance and Contract

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to them of the Contract for signature. In case the Bidder shall fail or neglect to do so, they will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Proposal Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement between Owner and Contractor AIA Document A101-2017, as modified by the Park District (or such other form of agreement or contract selected by Owner), and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

#### 8. Interpretation of the Contract Documents

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, they must submit a written request

for interpretation thereof not later than three (4) days prior to opening of bids to the Park District. Address all communications to <code>jrogers@ahpd.org</code> at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

#### 9. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that they have received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

#### 10. Substitutions during Bidding

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place

performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

#### **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

The American Institute of Architects "AIA Document A201-2017 General Conditions of the Contract for Construction," 2007 Edition, as modified by Owner, and included in this Project Manual are the General Conditions.

#### SUPPLEMENTAL CONDITIONS

The "General Conditions of the Contract, AIA Document A201, 2017 Edition" (the "General Conditions"), as modified by Owner, are hereby amended to include the following:

#### I. <u>Insurance and Indemnity Requirements</u>

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, their agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- A. Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- B. Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for

damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

- C. Business Auto and Umbrella Liability Insurance. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 0 I, CA 00 05, CA 00 12, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- D. Workers Compensation Insurance. Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

#### E. General Insurance Provisions.

- 1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner's written request for said copies.
- **2.** Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not

obtained, tile Owner has the right to reject insurance written by an insurer it deems unacceptable.

- **3.** Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- **4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
- **5. Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

#### F. Indemnification

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

BID PR	OPOSAL		
Bidder	is:		
<u>An Indi</u>	ividual:		
	Ву:		_(SEAL)
	Doing business as	(Individual's Name)	
	Business Address:		
	Phone Number:		
<u>A Partr</u>	nership:		
	Ву:	7-1 · · · · ·	_(SEAL)
		(Firm Name)	
	Business Address:	(General Partner)	
	Phone Number:		
A Corp	oration:		
	Ву:		_ (SEAL)
		(Corporation Name)	
	By:	(State of Incorporation)	
	-7-	(Name of Person Authorized to Sign)	
	Title:	Attest(Secretary)	
		(Secretary)	
		(CORPORATE	SEAL)
	Business Address:		
	Phono Number		

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- 1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents;
- 2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- 3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Contract Documents;
- 4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same;
- 5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- 6. To furnish a Bid Bond in accordance with the Instructions to Bidders;

- 7. For projects \$50,000 and over, prior to beginning work, will submit Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders;
- 8. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- 9. That they have checked carefully the bid figures and understands that they shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- 10. That it is understood and agreed that the Arlington Heights Park District reserves the right to: a) accept or reject any or all bids; b) waive any technicalities; c) award to one Bidder the entire Project or to any series of Bidder for an appropriate proportion of the Project; and d) accept Alternates in any order or combination and to determine low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Submitted this day of	, 2	2023
	Name: By: Signature Title:	
SUBSCRIBED AND SWORN TO	before me	
this day of		2023
Notary Public		
STATE OF ILLINOIS )		
COUNTY OF)		

#### **CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATT**ACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ not less than ninety percent (90%) Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this

Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Arlington Heights Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR
By: Its:
STATE OF ) )SS
COUNTY OF)
I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that appeared before me this day and, being first duly sworn on oath, acknowledged that he executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.
Dated:
(Notary Public)
(SEAL)

#### SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Signature of Authorized Representative

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor [circle one], by its undersigned representative, hereby certifies and represents to the Arlington Heights Park District that [Contractor/Subcontractor must complete either Part A or Part B below]:

abuse which Act, 82	The Contractor/Subcontractor [circle one] has in place for all of its employees not covered ollective bargaining agreement that deals with the subject of the Act a written substance prevention program, a true and correct copy of which is attached to this certification, meets or exceeds the requirements of the Substance Abuse Prevention on Public Works 0 ILCS 265/1 et seq. [Contractor/Subcontractor must attach a copy of its substance abuse ation program to this Certification.]
	Name of Contractor/Subcontractor (print or type)
	Name and Title of Authorized Representative (print or type)
	Dated <u>:</u>
	Signature of Authorized Representative
_	The Contractor/Subcontractor <b>[circle one]</b> has one or more collective bargaining nents in effect for all of its employees that deal with the subject matter of the Substance Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.
	Name of Contractor/Subcontractor (print or type)
	Name and Title of Authorized Representative (print or type)
	Dated:

## IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at https://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/2015/july/COUNTY.HTM. As required by the Prevailing Wage Act, any and all such revisions supersede the Department of Labor's June determination. Bidders and Contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

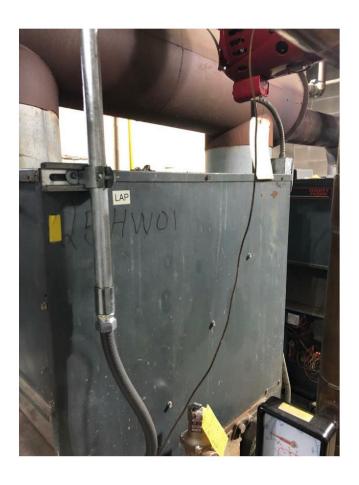
#### **Arlington Ridge Center Boiler Replacements**

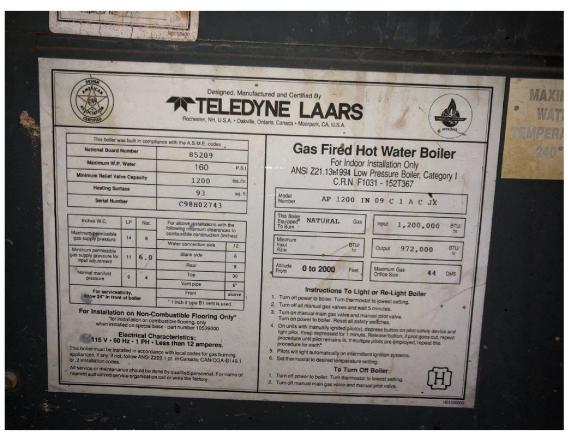
- 1. Pre-bid meeting is scheduled for Wednesday, April 12, 2023, 9:30 am at Arlington Ridge Center, 660 N. Ridge Avenue. Enter main west side entrance.
- 2. Submit questions by Friday, April 14, 2023 at 10 am so that they can be answered in a timely manner in an addendum before the bid opening on April 18, 2023 at 1 pm.
- 3. Installation dates for this project are from August 14-31. Our research indicates the units have an 8-9 week lead time. If contractor has different info, please communicate that in bid sheet.
- 4. Contractor must verify as part of bid the availability of the boilers to meet the dates above. Schedule and coordinate all work to meet the project timeline.
- 5. Contractor to visit the site to review the existing conditions and difficulty of the work involved. Contractor will verify access/measurements to mechanical rooms and method of transport into the building.
- 6. Coordinate shutdowns of existing services and systems required for the work with the Park District. Do not shutdown other services or systems without prior authorization of the Park District.
- 7. Contractor is to make openings through existing walls, floors, etc. as required for the work including patching to match existing and fire stopping as required/necessary.
- 8. Drain, Disconnect, and remove existing boilers.
  - a. Existing boiler information
    - 1. Model: Laars AP1200IN09C1ACJX
    - 2. Model: Laars AP0500IN09CIPJX
    - 3. Model: Laars PW1010IN09K01
  - b. Photos of existing boilers and locations are included.
- 9. Furnish and install new boilers, in compliance with manufacturer's installation instructions and all state and local codes.
  - 1. Model: Laars AP0500IN09C1PXX
  - 2. Model: Laars AP1200IN09C1PAXX
  - 3. Model: Laars MT2V1000NACK15XN
- 10. Manufacturer's representative to verify proper and complete installation.
- 11. Reconnect gas piping.
- 12. Vent per manufacturer's instructions and existing venting.
- 13. Reconnect power and controls.
- 14. Install and label an emergency/manually operated remote shutdown tamper proof switch outside the Boiler Room entrance on the pool mechanical/storage area side for 3 new boilers and 2 existing/remaining boilers, and connect 3 new boilers to existing emergency shutdown switch inside main entry door off hallway for two existing/remaining boilers. Verify locations with Park District staff. This switch must disconnect all power to the burner controls.
- 15. Fill system and leak check.

- 16. Insulate new piping as required.
- 17. Start, test, and provide one-year parts and labor warranty, separate from the manufacturer's warranty.
- 18. Provide manufacturer authorized service representative to train maintenance personnel on procedures and schedules related to startup, shutdown, trouble shooting, servicing, and preventative maintenance. Schedule training at least 7 days in advance.
- 19. Provide installation and operating manuals to owner.
- 20. Work with Nicor to capture any energy efficiency incentives or rebates for the Park District.
- 21. Final payment upon completion of final inspection and certification by Illinois State Fire Marshal.

















# **Boiler Replacements Bid Form**

Contractor Name:
Unit 1\$
Unit 2\$
Unit 3\$
Total \$
Unit Pricing for Additional:
Plumbing- \$
Gas Line- \$
Sheet Metal- \$
Can you meet the timeline set by the Park District for substantial completion of the project?
Circle one Yes No
Comments