

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2020-106

AN ORDINANCE AUTHORIZING APPROVAL OF EXPENDITURES TO AMBER MECHANICAL CONTRACTORS, INC. TO PERFORM THE REPLACEMENT OF THE SHOOTING RANGE VENTILATION SYSTEM AT THE VERNON HILLS POLICE DEPARTMENT, LOCATED AT 754 LAKEVIEW PARKWAY, FOR AN AMOUNT NOT TO EXCEED \$165,500

THE 15th DAY OF SEPTEMBER 2020

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 29th Day of September 2020

**VILLAGE OF VERNON HILLS
ORDINANCE 2020-106**

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WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village of Vernon Hills maintains nine (9) buildings and several out-buildings that require maintenance and repairs as needed; and

WHEREAS, staff has found that the shooting range ventilation system is in need of replacement at the Police Department, located at 754 Lakeview Parkway; and

WHEREAS, staff sought three proposals for said work; with Amber Mechanical Contractors, Inc. submitting the best pricing for an overall amount of \$165,500.

WHEREAS, the Village Board approved the FY2020-21 budget which delineates funds for range ventilation replacement within the following account; and

0209097-550040	Police Department	\$165,500
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WHEREAS, consolidated purchases throughout the budget year of over \$25,000 require Board of Trustees approval.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents for contractual range ventilation system replacement at the Police Department's building, located at 754 Lakeview Parkway with Amber Mechanical Contractors, Inc. for a cost not to exceed \$165,500 for all said services combined.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Amber Mechanical Contractors, Inc. in an amount not to exceed \$165,500.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2020-106.

Dated the 15th of September, 2020

Adopted by roll call votes as follows:

AYES: 4 – Schultz, Oppenheim, Takaoka, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Marquardt


Roger L. Byrne, Village President

PASSED: 09/15/2020

APPROVED: 09/15/2020

ATTEST: 09/15/2020

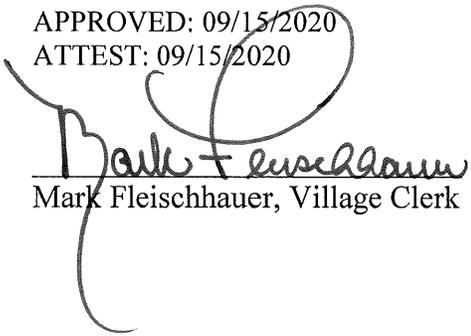

Mark Fleischhauer, Village Clerk

EXHIBIT A

AGREEMENT WITH AMBER MECHANICAL CONTRACTORS, INC.

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2020-106 – AN ORDINANCE AUTHORIZING APPROVAL OF EXPENDITURES TO AMBER MECHANICAL CONTRACTORS, INC. TO PERFORM THE REPLACEMENT OF THE SHOOTING RANGE VENTILATION SYSTEM AT THE VERNON HILLS POLICE DEPARTMENT, LOCATED AT 754 LAKEVIEW PARKWAY, FOR AN AMOUNT NOT TO EXCEED \$165,500 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM SEPTEMBER 15, 2020 TO SEPTEMBER 29, 2020.

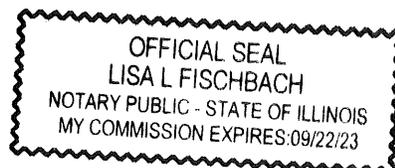


Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 29th DAY OF SEPTEMBER 2020



Notary Public



July 21, 2020

Subject: Request for Proposal

The Village of Vernon Hills, IL has a sealed bid opportunity for the **Range Ventilation System Replacement**. Proposals are due no later than 11:00 a.m. on August 18, 2020.

A mandatory pre-proposal site visit will be held at 754 Lakeview Pkwy, Vernon Hills, IL on August 4, 2020 at 10:00 a.m., for the purpose of walking the project and answering questions. **This will be the only opportunity to view the project site.** Contractors are advised to be completely familiar with the drawings and specifications prior to this meeting and come prepared to ask questions. Participation in this visit will comply with any and all procedures currently in effect at the time of the visit, with regard to state and local guidelines on social distancing, use of face coverings and other procedures required for visiting the project site. Participants are expected to be aware of the Village's procedures with regard to access to its public buildings prior to the site visit. Individuals who refuse to follow these guidelines will be refused access to the site.

Proposals must be submitted in sealed envelopes clearly identified with the Respondent's name, address, subject matter and project number of bid, and designated date and time the bids are due. **Absolutely NO electronic bids will be accepted.**

Village of Vernon Hills will provide contract drawings and specifications.

All prospective bidders must immediately contact the Village of Vernon Hills of their intention to provide a proposal. A communication link must be established between the Village of Vernon Hills and the Respondent so that any addenda or other relevant information may be transmitted properly. The Respondent, not the Village of Vernon Hills, is responsible for obtaining any addenda to the original drawings and specifications when the Respondent chooses and option of downloading electronic files.

Documents may be obtained at the Village of Vernon Hills at 290 Evergreen Drive, Vernon Hills, IL from 9:00 a.m. to 5:00 p.m., Monday through Friday. Drawings and specifications for this project will be provided in an electronic format, not paper, via the Village's website.

The bids will be publicly opened and read aloud at 11:00 a.m. on Tuesday, the 18th of August, 2020, at the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, Illinois 60061. Due to the possibility that in-person gatherings may be limited by order of the Governor in response to the COVID-19 pandemic, the public bid opening may be performed by remote video means. Please contact Laura Erickson at (847) 247-4886 prior to 4:00 p.m. on August 17, 2020 to confirm the procedure in which the bid opening will occur.

Our firm has obtained the electronic PDF file for the **Range Ventilation System Replacement** and will be submitting a sealed response.

Company Name: Amber Mechanical Contractors Contact Name: William J Beukema Jr
Complete Mailing Address: 11950 S Central Ave Alsip IL 60803-3402
Phone No.: 708-597-9700 Fax No.: 708-597-5875
E-mail Address: wbeukemajr@ambermech.com

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Village of Vernon Hills does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

STANDARD CONDITIONS

Contract Documents: Any drawings, plans, submittals, standard conditions, special conditions, supplemental additional conditions, specifications, proposal notice, proposal sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this proposal, the word "Village" shall refer to the "Village of Vernon Hills" and the word "Proposer" shall refer to any person, company, or entity submitting a proposal. Any work shown or described in one of the documents shall be construed as if described in all the documents.

Interpretation of Contract Documents: Each request for interpretation of the Contract Documents shall be made in writing addressed the Village of Vernon Hills, 754 Lakeview Pkwy, Vernon Hills, IL 60061 and shall be received at least five (5) business days prior to the scheduled proposal due date. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents.

Electronic Proposal Documents: Proposers that download PDF documents from the Village of Vernon Hills must immediately notify the Village of Vernon Hills if they intend to submit a response to the contract documents. This step is necessary to establish a communication link between the Village and the Proposer so that any addenda or other relevant information may be transmitted properly. The Proposer, not the Village, is responsible for obtaining any addenda to the original specification when the Proposer chooses the option of downloading proposal files.

Submittal of Proposal: Proposals must be submitted to the Village of Vernon Hills, at 290 Evergreen Drive, Vernon Hills, IL 60061 no later than 11:00 a.m. on August 18, 2020. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Proposers should carefully consider all delivery options (US Post Office, UPS, Federal Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date. Proposals shall be submitted in **sealed envelopes** carrying the following information: Proposers name, address, subject matter and project name, and designated date and time the proposal is due.

Withdrawal of Proposal: Proposers may withdraw or cancel their proposal, in written form, at any time *prior* to the scheduled time the proposals are due.

Proposers Qualifications: No award will be made to any Proposer who cannot satisfy the Village that they have sufficient ability and experience in this area of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time allowed. **Proposer should provide any references related to any other range ventilation systems they have installed or provided service.** The Village's decision or judgment on these matters shall be final, conclusive, and binding.

Preparation of Proposal: The Proposers submittal shall include all requirements of the drawings and specification as found in the Contract Documents. The Village will strictly hold the Proposer to the terms of the proposal. The proposal must be executed by a person (owner, officer, etc.) having the legal right and authority to bind the Proposer.

Compliance with Laws: The Proposer shall, at all times, observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

Alternates: Any reference in these specifications to manufacturer's name, trade name, or catalog number, unless otherwise specified, is intended as a standard only. The Village's written decision of approval or disapproval of the proposed substitute/alternate shall be final. Alternate manufacturer's will be considered if they meet the basis of design specifications.

Alternate proposals shall be considered only if received at the time stated for receipt of proposals. Submit alternate proposals in a sealed envelope, identified as required for proposals except that the phrase **Alternate Proposal** shall be used.

Freedom of Information Act (FOIA): The Village is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the Village may be in possession of records covered by this act and therefore will be required to provide the Village with those records upon request and within the time frame of the Act.

Confidentiality: As a public agency, the Village is required to adhere to Freedom of Information Public Act 96-542. If a responding firm intends to request confidentiality on any portion of a proposal, the submittal shall also include a redacted copy of the proposal. Limited redactions will be considered. However, entire full redaction of proposal submittals will not be considered for award. If a redacted copy is not provided, the original submittal may be released by the Village as received.

Proposal Review: The Village reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Proposer, or all items to a single Proposer unless otherwise noted in the specification. The Village may determine as follows: 1: an equal or alternative is a satisfactory substitute, 2: an early delivery date is entitled to more consideration than price, 3: an early delivery date is to be disregarded because of the reputation of the Proposer for not meeting delivery dates, 4: a Proposer is not a responsible Proposer, and 5: what exceptions or deviations from the written specifications will be accepted.

No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village.

Form of Contract: See attached section entitled "Agreement".

Delivery: Where applicable, all materials shipped to the Village must be shipped F.O.B. delivered. If delivery is made by truck, arrangements must be made in advance by the Proposer with agreement by the Village for receipt of the materials/equipment. The materials/equipment must then be delivered where directed in a designated area. Truck deliveries will be accepted from 8:00 a.m. and 4:00 p.m. weekdays only.

Inspections: The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of the above items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Proposer.

A. GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

Scope of Work: The Proposer shall supply all required supervision, skilled labor, transportation, new equipment/materials, apparatus, and tools necessary for the entire and proper completion of the work. The Proposer shall supply, maintain, and remove all equipment for the performance of the work and shall be responsible for the safe, proper, and lawful construction, maintenance, and use of same. This work shall be completed to the satisfaction of the Village. The Proposer shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Proposer shall provide all safeguards and suitable barricades to protect public and adjacent property. **The Village is not responsible for site safety. The Proposer is solely and exclusively responsible for construction, means & methods, techniques, and all site safety.**

Licensing and Permits: The Proposer and their subcontractor(s) must be licensed with the Village and shall obtain all required building permits prior to the start of any work. The Village will waive applicable Village permit fees for the specific contract. Permit application may be obtained from the Village.

Prevailing Wage: Not less than the Prevailing Rate of Wages as found by the Department of Labor or determined by the court on review shall be paid to laborers, workmen, and mechanics performing work under this contract. *Current standards are available on the Illinois Department of Labor Internet web site at: www.state.il.us/agency/idol/.* Contractors are responsible for paying prevailing wage, when required, based on the most current IDOL standards, throughout the term of the contract.

Public Act 094-0515 requires the successful contractor submit a certified payroll to the village on a monthly basis for the contracts they have been awarded. Contractor will need to submit this monthly certified payroll to the Village of Vernon Hills.

Payment: Progress payment shall be made by the Village of Vernon Hills upon approved invoice. If prevailing wage is a requirement of the contract, the invoice must include certified payroll and waivers. Failure to submit all documentation as specified may result in delay of invoice payment.

Toxic Substance: Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Materials Safety Data Sheet).

Work Hours: Work Hours will be Monday – Friday 7:00 a.m. to 7:00 p.m. (excluding Village Holidays) or with the prior approval of the Village. The contractor shall notify the Village at least 48 hours prior to initial start of operations, and prior to any temporary cessation and resumption of operations.

Guarantees and Warranties: All guarantees and warranties required shall be provided by the Proposer and shall be delivered to the Village before final payment on the contract is issued.

Termination of Contract: The Village reserves the right to terminate in whole or any part of this contract, upon written notice to the Proposer, in the event of default by the Proposer. Default is defined as failure of the Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies, equipment or services similar to those so terminated.

The Proposer shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the Village that in the sole opinion of the Village clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Proposer.

Documentation: When the written specification requires the Proposer submit a written findings or analysis report with their written proposal submittal, the Proposer may provide the written findings or analysis report document to the Village electronically on CD.

Hold Harmless Agreement (Contractual Liability): The Proposer agrees to defend, indemnify and hold harmless the Village, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Proposer or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Proposer, or otherwise.

Insurance: The Proposer will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village of Vernon Hills as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted below will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail. When required by the Village, written proof of endorsement, with the General Liability policy number on the endorsement, must be provided.

The Bidder will provide written Proof of Endorsement, with the General Liability policy number on the endorsement.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
- E. **Insurance Rating** – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.

- F. A certificate of insurance is required as evidence of coverage, with the Village of Vernon Hills named as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the Village will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the Village. Contractor will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. Contractor will provide this information to the Village in writing no more than (14) days after the execution of the Contract for this Project.

Contractor waives any right of subrogation it may have or later acquire against the Village.

The Proposer shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the Village, nor shall Proposer allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Proposer and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

B. CONSTRUCTION SUPPLEMENTAL ADDITIONAL CONDITIONS

Examination of Premises, Measurements, and Elevations: The Proposer shall verify all measurements relative to the work and shall be responsible for the correctness of the same. The Proposer will examine the site and the premises and satisfy themselves as to the existing conditions under which the Proposer will be obligated to operate. Failure of the Proposer to notify the Village, in writing, of any condition or measurements making it impossible to carry out the work, as shown and specified, will be construed as meaning no such conditions exist and no additional compensation shall be added to the contract. The successful Proposer must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities. The Village will not accept any liability or pay any additional costs in the event any unknown utilities are uncovered which may result in the redesign, delay, or need for additional equipment on the job site.

No claim shall be allowed to any contract for changes, extra work, or material, not included in the Proposer's original proposal, or for a greater amount of money than the contract states is to be paid, for any reason, including, but not limited to subsurface or latent physical conditions, or unknown physical conditions at the site. The Proposer is responsible for making a full examination of the site of the proposed work, the proposal documents, specifications, general conditions, plans, special provisions, and contract forms before submitting their proposal. The Proposer is responsible for fully informing themselves as to the quality and quantity of materials required, and the character of the work to be performed.

Change Orders: After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Proposer must be the result of an approved change order first ordered by the Village of Vernon Hills.

Public Act 094-0460 shall require the successful contractor verify any change order request you receive from a subcontractor will not exceed 49% of your original subcontract amount. Any needed change order that will increase the subcontract by 50% or more will require your opening up that portion of the work to competitive solicitation.

Failure to Execute: Failure to execute the contract shall, at the option of the Village, constitute a breach of the agreement made by acceptance of the proposal, and the Village shall be entitled to forfeiture of the certified check, bank draft, or Proposal Bond accompanying the proposal that is required, not as a penalty, but as liquidated damages. In the event of failure of a Proposer to whom an award has been made, to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified and an award made to the next lowest responsible Proposer approved by the Village.

Proposal Security: Each proposal shall be accompanied by a proposal security in the amount of 10% of the total amount of the proposal. Proposal security shall be in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the Village of Vernon Hills or an original Bond (*may NOT be a copy or facsimile*) by a surety company which is satisfactory to the Village and is qualified to do business in Illinois. Electronically produced bid security, with digital signature and notary stamp, will be acceptable. Proposals not accompanied by a proposal security will be rejected. Proposal security of the unsuccessful Proposers shall be returned after the contract is awarded, or earlier, if the Village does not deem it necessary to retain the proposal. The proposal security of the accepted Proposer will be returned either upon the execution of a contract and the submittal of performance and payment bonds, if required by the specifications or, where no performance or payment bond is required, when, in the Village's estimation, the contract has been satisfactorily completed. Should

the Proposer fail to fulfill the contract set forth, the proposal security shall become payable to the Village as liquidated damages; otherwise, the proposal security shall become null and void.

As an option to those Proposers with Internet access, the proposal security may be satisfied by filing an Electronic Proposal Bond. To file an Electronic Proposal Bond contact Surety 2000 at www.surety2000.com or call 1.800.660.3263. The Electronic Proposal Bond ID# must be indicated on the *Proposal Sheet* in the appropriate space.

Performance Security: The successful Proposer shall furnish as performance security a Performance Bond and a Labor and Material Bond acceptable to the Village prior to the start of any work. Each of the bonds shall be in the sum of 100% of the contract amount. The performance bond shall 1: serve as security for faithful performance of the work; and 2: guarantee the work against defective workmanship and material for a period not less than one (1) year following acceptance of the work. The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the successful Proposer. For contract awards that are less than \$100,000.00, a Letter of Credit, in a form suitable to the Village, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment Bond.

Waiver of Lien: Where applicable, a Waiver of Lien and Contractor's Affidavit must be submitted by the Proposer, verifying that all subcontractors and material invoices have been paid prior to the Village approving final payment.

**VILLAGE OF VERNON HILLS
REQUEST FOR PROPOSAL
RANGE VENTILATION SYSTEM REPLACEMENT**

INTENT

The Village of Vernon Hills, hereafter known as the "Owner", is soliciting proposals for a full Range Ventilation System Replacement as described in the Program Document. This project will take place at the Village of Vernon Hills located at 754 Lakeview Pkwy, Vernon Hills, IL 60061.

SCOPE OF WORK

Provide all equipment/material and labor to complete the Range Ventilation System Replacement including but not limited to:

- 1) Provide all demolition as outlined on Range Ventilation Drawing RM-2. Lead will be present within the range and outside the range. Properly clean interior and exterior of range prior to performing any work and always wear proper PPE per OSHA requirements. All equipment to be disposed of with any lead contamination shall be properly disposed per Illinois State and Federal EPA requirements.
- 2) Relocate all items/equipment within range that need to remain but are not compatible with new range ventilation equipment drawings and specifications. Examples include but are not limited to: line voltage electric, control wiring, IP cables, gas piping, hydronic piping, sheet metal, fire protection, fire sprinklers, fire sprinklers pipe, roofing, steel, insulation, etc.
- 3) During the demolition, line voltage and natural gas piping will need to be temporary capped.
- 4) Increase roof openings as needed and reinforce openings as needed.
- 5) Reinforce roof as needed to support the weight of the new equipment.
- 6) The name of the roofing company that holds the warranty on the existing roof is Waukegan Roofing Company. Their telephone number is (847) 623-1625. This roofing company will be required to provide all replacement roofing and roof patching.
- 7) Install all new equipment, ductwork, insulation, etc. per the range ventilation drawings and specifications.
- 8) Install all new controls, control wiring, field control devices, pneumatic tubing, etc. Install larger conduit and or flexible whips as needed to accommodate all new control wiring per the control wiring diagram on the range ventilation drawings RM-5.
- 9) Reconnect all line voltage as needed at correct capacity. Increase line voltage size and capacity back to electrical distribution panel as needed. Installing contractor is not required to utilize a specific lighting protection contractor on the exhaust side equipment.
- 10) Reconnect natural gas piping as needed at correct capacity. Increase pipe size and/or gas pressure with regulators as needed.
- 11) The current fire protection company that is under contract with the Village of Vernon Hills is Johnson Controls Fire Suppression. When relocating the wet fire heads, the above listed company must be utilized.

- 12) Seal range air-tight so a negative pressure of -0.04 inches of water column can be maintained during live fire operations.
- 13) Install new acoustical lay-in ceiling from new Laminar Airflow Radial Diffusers to the ballistic safety ceiling. Install at a constant down slope.
- 14) Installing contractor shall be responsible for providing a complete and fully operational range ventilation system. Installing contractor to provide any items/equipment/material required for a complete operating system.
- 15) Cut existing plywood near to bullet trap area to allow new exhaust duct / grille to exhaust 100% of the airflow from firing range directly.
- 16) Installing contractor shall be responsible to provide a startup on all equipment and document the results.
- 17) The Village has contracted with Range Ventilation Design, Inc. (RVD) to oversee the project. The Contractor must only utilize the parts identified in our specification sheets provided by the Village and/or RVD for the Project, except where the Village approves alternates referenced herein.
- 18) RVD shall be responsible for commissioning the RVD provided Direct Digital Control (DDC).

GUARANTEE

The contractor shall guarantee all work against defective workmanship and material for a period of one year from date of final payment, unless noted otherwise. Guarantee shall include equipment/material to be replaced and all labor required. Manufacturers' standard guarantees and warranties of longer duration shall also remain in force.

PRE-PROPOSAL MEETING

A **mandatory pre-proposal meeting** will be held at the Village of Vernon Hills Police Department located at 754 Lakeview Pkwy, Vernon Hills, IL 60061 on August 4, 2020 at 10:00 a.m., for the purpose of familiarizing Respondents with the project and answering questions. The Village requires contractors interested in submitting a proposal to view the project site prior to submitting a proposal. **This will be the only opportunity to view the project site.** Contractors are advised to be completely familiar with the drawings and specifications prior to this meeting and come prepared to ask questions.

QUESTIONS

All questions shall be submitted in writing to the Village of Vernon Hills via e-mail to lerickson@vhills.org **no less than five (5) business days prior to the scheduled proposal due date.** **No questions will be accepted verbally. Respondents are advised not to contact the Village's consultant directly.**

PREVAILING WAGE

The construction portion of this project shall require payment of prevailing wage and submission of certified payroll and waivers with invoice. Failure of the bidder to submit certified payrolls and waivers with invoice may delay progress payments and future payments.

PERFORMANCE SECURITY

Prior to construction work beginning on this project, the contractor shall be required to submit a performance bond and labor and material bond in the amount of 100% of the contract amount.

TIME SCHEDULE

Design is scheduled to begin upon the proper execution of the contract documents, which includes the submission of insurance and bonds. Contractor is responsible for scheduling activities to achieve completion dates. The anticipated project start date is mid-September 2020 and the anticipated project end date is mid-December 2020.

All onsite activities must be coordinated with the Village of Vernon Hills staff to ensure all other police and building operations have minimal disruptions. Additionally, the contractor shall maintain in constant contact with the project representative from the Village of Vernon Hills, throughout the entire process, to provide schedule and progress updates.

When submitting a proposal, the Contractor agrees he can meet the completion requirements and has sufficient staff and financial resources to complete the project on time. He further agrees he has included in the proposal submittal any premium or overtime wages necessary to have workers on overtime, multiple working shifts, holidays, weekends or any other arrangement to sufficiently man the project to meet the schedule. The Proposer further agrees he will place a Project Superintendent from his staff full time on the project. This person must be thoroughly trained and skilled to manage the project and must be fully capable of communicating with the Owner and Engineer at all times.

COVID-19 PROCEDURES

The Contractor, and any of its employees, subcontractors or agents will comply with any and all procedures currently in effect at the time of the project, with regard to state and local guidelines on social distancing, use of face coverings and other procedures required when located at the project site. All individuals involved in the performance of the project are expected to be aware of the Village's procedures with regard to access to its public buildings prior to arriving at the project site. Individuals who refuse to follow these guidelines will be refused access to the site.

CONTRACTOR REQUIREMENTS

All interested contractors shall meet the following requirements in order to submit a proposal for this project:

- (1) Five (5) years minimum experience with building contracts.
- (2) Contractor shall have their own place of business, equipment, staff, manpower, etc. required for the type of work they are licensed to perform.
- (3) Contractor shall have successfully completed a minimum of 3 similar size and scope projects during the last five (5) years. Strong consideration will be given to respondents with commercial building experience at public facilities. **A list of these projects shall be included with the proposal submittal and shall include a contact name and phone number.** References may be contacted by the Village of Vernon Hills during the review of all submittals received.
- (4) Contractors will provide the necessary financial information to the Owner when requested, including, but not limited to, the financial statements for the three (3) previous years of the apparent successful contractor which will be submitted to the Owner. The financial statements shall have been prepared by a C.P.A.
- (5) Contractors shall be able to submit the necessary insurance as required by these contract documents. The insurance company shall be acceptable to the Owner.

PROPOSAL SUBMITTAL

Proposals shall be submitted in sealed format clearly marked with the name of the project and the name and address of the firm submitting the proposal. Submit one paper copy and one digital copy on CD or flash drive not later than August 18, 2020 at 11:00 a.m. to the address listed below:

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061

Submission shall include:

- The names and resumes of the proposed key personnel assigned to the project.
- A list of a minimum of three municipalities in which the project manager has successfully completed a firing range upgrade project or similar, including mechanical systems and controls.
- A list of subcontractors, if any, who will be used on this project.
- A detailed statement of project understanding describing the scope of the project and items that may require special attention or detail. For Example, range must be sealed air-tight in order to achieve a safe negative pressure while operational.
- A description of the Firm's Quality Control / Quality Assurance Plan that describes the steps taken during the evaluation process to assure a quality project.
- A schedule demonstrating how the work is planned to be implemented. The schedule will include the activities/milestones deemed relevant to the successful completion of the project.
- An allowance (in a specific dollar amount) for an analysis by a licensed structural engineer to determine any required reinforcements to the roof structure of the building to support the new equipment. The engineer's analysis will be performed after the awarding of the Project to the selected Proposer. That analysis will include a cost for the additional work, which will be approved by the Village.
- **A proposal shall be provided in a separate sealed envelope.**

PROPOSAL EVALUATION

Proposals shall be evaluated on the following criteria:

Project Understanding:	30%
Technical Approach:	20%
Firm Experience & Capabilities:	20%
Total Project Cost:	20%
Municipal Experience:	10%

Each firm will be scored 1 to 100 (highest) for each criterion. The rating for each criterion will then be weighted with the percentile listed for each criterion to give a total. These totals are then summed and the Village of Vernon Hills anticipated selecting the firm with the highest grand total.

SCHEDULE OF VALUES

The contractor shall provide a schedule of values for progress payment purposes. All costs are to include submittal generation, equipment, material, and labor costs, including overhead and profit.

PROPOSAL SHEET

Note: Proposer must complete all Portions of the Proposal Sheet

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Proposer certifies that they are not barred from proposing on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720 ILCS 5/33E-1, et seq.) and are not delinquent in any taxes to the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)

It is understood that the Village reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: Amber Mechanical Contractors, Inc

Range Ventilation System Replacement	
Base Proposal - Total Project Design & Construction Costs	\$165,500
Written in Words: ONE-HUNDRED AND SIXTY-FIVE THOUSAND, FIVE-HUNDRED	
NOTE: Respondent must include the completed Schedule of Values with proposal submittal. Failure to do so may result in rejection of the proposal. *Proposal Sheet shall be submitted in a separately sealed envelope.	
Confidentiality: If a responding firm intends to request confidentiality on any portion of a proposal, the submittal shall also include a redacted copy of the proposal for consideration and approval. If a redacted copy is not provided, the original submittal may be released by the Village of Vernon Hills as received.	
We acknowledge all invoices, clearly marked with the Contract Number, must be submitted to the Village of Vernon Hills. Certified Payrolls & Waivers must be included, if applicable.	YES
If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village of Vernon Hills must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal. SEE ATTACHED	
Will you be utilizing a subcontractor?	YES NO
If yes, have you included all required information with your proposal submittal?	YES NO

INDEMNIFICATION: The Proposer hereby agrees to protect, defend, indemnify, and hold harmless the Village of Vernon Hills, including its elected or appointed officials, employees, and agents, against any claims loss, damage, injury liability, and court costs and attorneys' fees or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, including any claims made by employees of the Proposer or any of their subcontractors, arising or alleged to have arisen out of work described herein. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Proposer, or otherwise.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

Amber Mechanical (Company Name) is not barred by law from submitting a proposal to the Village of Vernon Hills for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

Amber Mechanical (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

Amber Mechanical (Company Name) provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

Amber Mechanical (Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 265/1 et. seq., Public Act 095-0635; and that

Amber Mechanical (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Amber Mechanical Contractors, Inc

Proposer's Firm Name

11950 S Central Ave

Street Address

Alsip IL 60803

City State Zip Code

708-597-9700

Phone Number

Date 8/18/20

Co-President

Signed Name and Title

William J Beukema Jr Co-President

Print Name and Title

708-597-5875

Fax Number

wbeukemajr@ambermech.com

E-mail Address

**RESPONDENT'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

Date: 8/18/20
Project No: NONE SHOWN
Project Name: Range Ventilation System Replacement

To: Village of Vernon Hills

1. The undersigned, having submitted a proposal to the Village of Vernon Hills for the construction of the above identified project, acknowledges that:
 - a. Specified rates to all laborers are included in the contract.
 - b. Correction of any infractions of the aforesaid conditions, including infractions by any of their subcontractors and any lower tier subcontractors, is the undersigned's responsibility.
2. Proposer certifies that:
 - a. Neither the undersigned nor any firm, partnership, or association in which they have a substantial interest is designated as an ineligible contractor by the Department of Labor pursuant to 820 ILCS 130/11a.
 - b. No part of the aforementioned proposal has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to 820 ILCS 130/11a.
 - c. The undersigned shall comply with the provisions of 820 ILCS 130/11a, et seq.
 - d. All employees shall be paid pursuant to the general prevailing rate as determined by the Illinois Department of Labor.
3. We agree to obtain and forward to the aforementioned recipient within ten (10) days after their execution of any subcontract including those executed by their subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. We certify that:
 - a. The legal name and the business address of the undersigned are:
Amber Mechanical Contractors, Inc
11950 S Central Ave Alsip IL 60803-3402

b. The undersigned is:

- (1.) A Single Proprietorship _____
- (2.) A Partnership _____
- (3.) A Corporation Organized in the State of _____
- (4.) Other Organization _____

c. The Name, Title, and Address of the Owner, Partners, or Officers of the Undersigned Are:

d. The Names and Addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest (If none, so state):

William J Beukema Jr _____
John Lindemulder Jr _____
11950 S Central Ave _____
Alsip IL 60803-3402 _____

e. The Names, Addresses, and Trade Classifications if all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

William J Beukema Jr _____
Contractor _____
By: _____
Date: 8/18/20 _____

AGREEMENT

THIS AGREEMENT, made this 18th day of August, 2020 by and between the VILLAGE OF VERNON HILLS, (hereinafter referred to as the "Village"), and Amber Mechanical Cont, (hereinafter referred to as the "Company"), with regard to certain services in connection with the Range Ventilation Project (hereinafter referred to as the "Project".)

NOW THEREFORE, the Village and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The Company has made a proposal to the Village, dated 8/18/20, 2020, attached hereto and expressly made a part hereof, in response to the Village's Request for Proposal, dated 8/18/20, 2020, also attached hereto and expressly made part hereof.
3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the Village and the Company.
4. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.
5. The Village does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
6. Not less than the prevailing wages as found by the Illinois Department of Labor shall be paid to laborers, workmen, and mechanics performing work under this Agreement.
7. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the Village a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The Village will pay the Company for the performance of the Agreement as follows:
 - A. The total Agreement payment shall not exceed \$ _____.
 - B. Additions or deductions to the approved total amount for services shall be authorized in writing by the Village. Any out of scope work must be authorized in writing by the Village. Any work performed without written approval from the Village shall be solely at the expense of the Company.
8. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the Village during the performance of the services.

9. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village as an additional insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the Village. All insurance will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail.

The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the Village, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract.

Special Requirement: If the Company is an architectural or engineering firm, said Company shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Village of said coverage.

10. The Company will provide the services as required herein in accordance with the Project Schedule.
11. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the Village.
12. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
13. The Village and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the Village nor the Company shall assign, subcontract, or transfer their interest in this Agreement without consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and Company.

The Company may subcontract portions of the work upon written approval from the Village. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the Village. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail in the proposal submitted by the Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent of the Village. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

14. The Company shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and

shall defend, indemnify, and hold harmless the Village of Vernon Hills, including its elected or appointed officials, employees, and agents, against any claims loss, damage, injury liability, and court costs and attorneys' fees or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, including any claims made by employees of the Proposer or any of their subcontractors, arising or alleged to have arisen out of work described herein. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Proposer, or otherwise. The Company shall assume all restitution and repair costs arising out of an error, omission, and/or negligence.

15. The Village agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.
16. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the Village for the express use of the Village. The Company does have the right to retain original documents, but shall cause to be delivered to the Village such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the Village unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the Village without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the Village upon request.
17. The Village reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
18. The Village may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The Village will pay for costs associated with suspension provided they are deemed reasonable by the Village.
19. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar days written notice to the Company. The Village further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, fires, or floods.

Should the Company fail to perform their Agreement to the satisfaction of the Village, the Village may, at its election, declare such contract terminated and at an end, reserving the right to maintain an action to recover damages arising due to breach of contract. Said election shall be made by a written notice to be sent by mail or served personally on the Company's office within ten (10) days from the date of default.

Upon termination, the Company shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the Village. Cost

of termination incurred by the Company before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Company a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice, the Company shall stop all work until said Agreement is reached.

20. The Village agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.

21. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the Village's Contractors, if any.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

COMPANY

Amber Mechanical Contractors, Inc

Company Name

Signature

Co-President

Title

8/18/20

Date

VILLAGE OF VERNON HILLS

A municipal corporation

Village Manager Signature

Date

**VILLAGE OF VERNON HILLS
NOTICE OF ADDENDUM
RANGE VENTILATION SYSTEM REPLACEMENT PROJECT
RFP ADDENDUM 1**

Amendment Date: August 5, 2020

This addendum shall be considered part of the bid documents and is issued to explain these documents. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

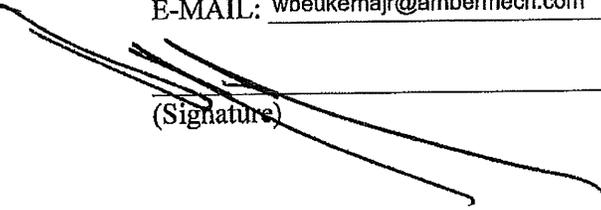
When submitting all bid proposals, this Addendum Acknowledgment Form must be included in the bid submittal.

This Addendum 1 consists of three (3) pages and has the following information to be incorporated into the Bid Specifications:

1. All contractors will be responsible for lead remediation of the necessary pieces of equipment during the course of demolition and disposal. A company that provides lead remediation services includes Best Technology Systems, Inc. in Plainfield, Illinois. It is acceptable that the lightning protection system be left disconnected in place and left, as the Village will be responsible for connecting such wiring and ensuring certification. Please see the following pages that outline the pricing for the controls and radial diffusers that are to be purchased from Range Ventilation Design, Inc. and are not owner provided.
2. All provisions of the bid documents not amended herein shall remain in effect.

I hereby acknowledge receipt of documents pertaining to the above-referenced bid.

COMPANY NAME: Amber Mechanical Contractors, Inc
CONTACT PERSON: William J Beukema Jr
ADDRESS: 11950 S Central Ave
CITY: Alsip STATE IL ZIP 60803-3402
PHONE: () 708-597-9700 FAX: () 708-597-5875
E-MAIL: wbeukemajr@ambermech.com


(Signature)

8/18/20

(Date)



100 Tri State International
Suite 235
Lincolnshire, IL 60069

Exceeding today's health and safety standards
with certified range ventilation solutions

RVDinc.com
Info@RVDinc.com
847.528.3500

August 4, 2020

QUOTATION

Project: **Vernon Hills PD**

RVD Shall:

- Three (3) Laminar Airflow Radial Diffusers, RVD RD-2400, 45" X 24" X 24 (Field Verify 45" Dimension), Mill Finish
- RVD Range Ventilation Controls, RVD RVC-5000-P-E-H0F, Main Panel and Remote Panel. All field devices and sensors. DDC with BACnet protocol.
- Factory Commissioning of DDC controls working with Mechanical Contractor performing equipment startup simultaneously
- Factory Airflow Certification
- Provide a one (1) year **full parts** warranty from the date of the Airflow Certification along with 24/7 Remote Monitoring/Diagnostics by RVD Technicians

Exclusions:

- Installation of Laminar Airflow Radial Diffusers
- Installation of Range Ventilation Controls
- Control wiring and conduit. Mounting field devices. Termination of control wiring.
- Line voltage wiring.
- Static IP for DDC controls by owner.

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND IS SUBMITTED FOR BID EVALUATION PURPOSES ONLY, AND SHALL NOT BE DISCLOSED, DUPLICATED, OR REPRODUCED IN WHOLE OR IN PART, WITHOUT PRIOR WRITTEN CONSENT FROM AN AUTHORIZED REPRESENTATIVE OF RANGE VENTILATION DESIGN, INC.

TOTAL PRICE: \$24,292.00

Terms: 25% upon start of fabrication, 75% net 30. See attached Range Ventilation Design, Inc. Terms & Conditions. RVDI proposal is valid for 90 days.

If you have any questions, please don't hesitate to call.

Sincerely,

Michael Bott
Range Ventilation Technical Consultant

Date: _____

Customer Signature: _____

Print Name: _____

Title: _____

Signing of this document serves as an official contract. See attached Range Ventilation Design, Inc. Terms & Conditions. Please return by e-mail, mail or fax.

Date: _____

RVDI Signature: _____

Print Name: _____

Title: _____



AMBER MECHANICAL CONTRACTORS, INC.

11950 S. CENTRAL AVE.
ALSIP, IL 60803-3402
PHONE: 708-597-9700
FAX: 708-597-5875

Re: Vernon Hills Range Ventilation Bid

Amber will follow the plans and specifications for this project to ensure a successful completion.

We shall adhere to all local & state codes for installation of a complete & safe system as shown on bid documents dated 7/15/2020 & addenda dated 8/5/2020.

Please see our enclosed references & contact information for more successful Amber projects!

Subcontractors:

HVAC work:

Electrical

General work

Roofing

250-252 Chaddick Drive • Wheeling, Illinois 60090

Phone: 847-623-1625 • Fax: 847-623-4847

www.waukeganroofing.com • IL License #104-000761

Range Control / Equip

Amber Mechanical (in house)

T B D

T B D

Waukegan Roofing

RVD



100 Tri State International
Suite 235
Lincolnshire, IL 60069

Exceeding today's health and safety standards
with certified range ventilation solutions

RVDinc.com
Info@RVDinc.com
847.528.3500

Schedule:

Demolition:	3 days
Set MUA/EF/AFU	2 days
New Ventilation	5 Days
New electrical / TC	5 Days
Ceiling / General	4 Days
Roofing	2 Days

Respectfully Submitted,

James D. Major
Chief Project Estimator

proposal valid for 30 days