Village of Tinley Park, Illinois

REQUEST FOR BIDS

FY2017 Variable Frequency Drives (VFD's) for Post 1 Pump Station

This Request for Bids is for the purpose of having a contractor install two Variable Frequency Drives (VFD's) at our Post 1 Pump Station; the Pump Station is located at 6640 167th Street.

GENERAL REQUIREMENTS:
Bidders are to submit three (3) Bid packets, to the address listed below, with the description "FY2017 VFD's for Post 1 Pump Station" to be in the lower left hand corner of the envelope.

SUBMISSION LOCATION:
Village of Tinley Park- Clerk’s Office
16250 South Oak Park Avenue
Tinley Park, IL 60477

SUBMISSION DATE:
June 27, 2016 at 9:30 A.M. Bids will be opened and read publicly at 10:00 AM at the Village Hall.
Bids received after the time specified will not be accepted or opened.

CONTACT / QUESTIONS:
Submit questions via email to: Village of Tinley Park, attention Tom Kopanski, at tkopanski@tinleypark.org or via fax at (708) 444-5099. Questions are required no less than three (3) business days prior to the bid opening date. Phone: (708) 444-5500. Absolutely no informal communication shall occur regarding this Request for Bids, including requests for information, or speculation between bidders or any of their individual members and any Village elected official or employee. All questions will be answered with a copy of the question and answer to each bidder.

CONTENTS:
The following sections, including this cover sheet, shall be considered integral parts of this solicitation:
*Request for Bids (1 Page)
*General Terms and Conditions (3 Pages)
*Scope of Work (2 Pages)
*Submission Requirements (1 Page)
*Proposal Price Sheet (1 Page)
*Sample Services Contract (8 Pages)
GENERAL TERMS AND CONDITIONS

1. **Right to Change Scope of Work:** The Village reserves the right to add or delete from the contract, as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are estimates only, and may be altered by the Village.

2. **Confidentiality:**
   Bids are subject to the Illinois Freedom of Information Act.

3. **Reserved Rights:**
   The Village of Tinley Park reserves the right at any time and for any reason to cancel this Request for Bids or any portion thereof, and/or to reject any or all Bids. The Village reserves the right to waive any immaterial defect in any Bid. The Village may seek clarification from a bidder at any time, after the submission date, and failure to respond promptly is cause for rejection.

4. **Incurred Costs:**
   The Village of Tinley Park will not be liable for any costs incurred by respondents in replying to this Request for Bids.

5. **Award:**
   Award will be based on the lowest responsive, responsible bidder, as determined by the Village.

6. **Local Vendor Purchasing Policy:**
   The Village of Tinley Park Local Vendor Purchasing Policy provides local vendors preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. When considering contracts, the Village reserves the right to forego the lowest bid in favor of a local vendor when the amount of the local bidder exceeds that of the otherwise lowest bid as follows, provided both bidders are found to be responsive and responsible:

<table>
<thead>
<tr>
<th>Contract Value</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 to $250,000</td>
<td>5%</td>
</tr>
<tr>
<td>$250,000 to $500,000</td>
<td>4%</td>
</tr>
<tr>
<td>$500,000 to $750,000</td>
<td>3%</td>
</tr>
<tr>
<td>$750,000 to $1,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$1,000,000 to $2,000,000</td>
<td>1%</td>
</tr>
</tbody>
</table>

   Maximum amount a local vendor’s bid may exceed lowest responsive and responsible bid is $25,000

7. **Interpretations or Correction of Request for Bids:**
   Bidders shall promptly notify the Village of any ambiguity, inconsistency or error that they may discover upon examination of the Request for Bids. Interpretation, correction and changes to the Request for Bids will be made, if at all, by written addendum. Interpretation, corrections or changes made in any other manner will not be binding.

8. **Addenda:**
   Addenda are written instruments issued by the Village prior to the date of receipt of bids, which modify or interpret the Request for Bids by additions, deletions, clarifications, or corrections. Each bidder shall ascertain prior to submitting a bid packet that all addenda issued have been received, and by submission of a bid packet, such act shall be taken to mean that such bidder has received and understands fully the contents of the addenda.
9. **Taxes:**
The Village is exempt from paying certain Illinois State Taxes.

10. **Non-Discrimination:**
Bidders shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Bidder shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended and the Illinois Drug Free Workplace Act, Title 44, Chapter 10, and any and all other applicable laws and regulations.

11. **Prevailing Wage:**

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

12. **Change In Status:**
The Bidder shall notify the Village of Tinley Park immediately of any change in its status resulting from any of the following: (a) bidder is acquired by another party; (b) bidder becomes insolvent; (c) bidder, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) bidder ceases to conduct its operations in normal course of business. The Village of Tinley Park shall have the option to terminate its contract with the bidder immediately on written notice based on any such change in status.

13. **Responsible Bidders:**
Responsible bidders are determined pursuant to the criteria set forth pursuant to the criteria set forth in the Village’s Responsible Bidder Ordinance No. 2009-O-002.

The link to the Village’s Responsible Bidder Ordinance:
http://www.tinleypark.org/DocumentCenter/View/3000

14. **Submittal and Evaluation Factors:**
The contract will be awarded to the lowest responsible, responsive bidder, as determined by the Village, or any other bidder determined by the Village of Tinley Park to be in the best interest of the Village, who meets or exceeds the criteria and provisions sought by the Village. The Village reserves the right to reject any or all bids or to waive any details in the bids received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation is determined by the Village not to be able to satisfactorily perform the contract.
15. **Contract.**
The successful bidder will be required to execute a Service Contract substantially in the form attached hereto as Attachment B, and comply with the requirements and provide the certifications set forth in that Service Contract.

16. **Bid Bond**
A certified check or bank bond on a solvent bank, payable without condition to the Village of Tinley Park in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

17. **Insurance Requirements.**

1. Workers Compensation Insurance in the amount required by law.
2. Commercial General Liability Insurance with $1,000,000 per occurrence minimum coverage.
3. Automobile Liability Insurance with $1,000,000 combined single limit minimum coverage.
Scope of Work

**Introduction:** The work to be done includes furnishing of all labor, material, transportation, tools, and supplies necessary to install, program, and start-up two VFD’s at the 167th Street pump station. The equipment will be retro-fit into an existing ABB ACH500 cabinet. All work shall be implemented in accordance with the manufacturer’s instruction and shall be performed in a manner satisfactory with the Village.

The work shall commence at such a time when the VFD’s are ready to be installed with the task being complete within ten business days; the work shall be complete no later than 31 December 2016, or at a date that is acceptable to the Village.

**Equipment:** The VFD’s that are to be replaced shall be replaced with a new ABB ACH550 Series Variable Frequency Drive, or equivalent, as determined by the Village, that is rated at 200 Horsepower, 480 Volt, 3 Phase, 60 Hz. Alternate manufacturer’s or model’s requests must be submitted in writing to the Village for approval at least 10 working days prior to bid. Other equipment that needs to be included in the bid submittal: Keypad Extension Kit, Cooling Fans, and Cable & Lugs.

**Installation:** The VFD’s shall be retrofit inside an existing ABB ACH500 cabinet (82” h x 25 ¼ d x 32 5/8 w). Installation includes removing and disposing of existing drive components and retrofitting the cabinet for the new VFD’s. The contractor shall install the drive in accordance with the recommendations of the VFD’s manufacturer as outlined in the VFD’s installation manual. Power wiring shall be completed by the contractor, adhering to local and applicable NEC electrical codes based on the VFD’s input current. The contractor shall complete all wiring in accordance with the recommendations of the VFD’s manufacturer as outlined in the installation manual. The keypad shall be mounted in such a way that it is operable with the cabinet door closed. New cooling fans shall be installed with a thermostat to maintain proper cabinet temperature. The work includes interfacing the drive to the existing Programmable Logic Controller (PLC) for automated operation as follows:

1) The VFD’s shall be remotely operable via a digital input run contact.
2) The VFD’s shall accept a 0-100% speed signal connected via 0-10V analog input.
3) The VFD’s shall have digital outputs that report “ready/auto mode”, “run”, and “general fault” conditions.
4) The VFD’s shall be interrogable via MODBUS/TCP (ACH 550 with RETA-01 Module) for the following operating conditions: output speed/frequency, motor current, power (kW), kilowatt hours, drive temperature, fault status, and total operating hours. The use of third party gateways and multiplexers is not acceptable.
5) New Category 5 Shielded Twisted-Pair (STP) Ethernet cable shall be furnished between each drive’s MODBUS/TCP interface and the Ethernet switch located in the station SCADA Control Cabinet

**Start-up:** Start-up, drive programming, and operator training shall be provided. A start-up form shall be filled out for each drive with a copy provided to the Village, and a copy kept on file at the contractor. Three copies of all documentation shall be provided to the Village including connection and layout diagrams, installation manuals, and operating manuals.

**Submittals:** Submittals shall include the following information:

1) Outline the dimensions, conduit entry locations and weight.
2) Equipment layout diagram inside current cabinet.
3) Connection and power wiring diagrams.
4) Complete technical product description to include a complete list of options provided. Any portions of this specification not met must be clearly indicated or the supplier and contractor shall be liable to provide all additional components required to meet this specification.

**Safety and Communication** The contractor shall follow any and all applicable labor and safety rules, laws, and regulations. It shall be the contractor’s responsibility to co-ordinate with the PW Department as to taking a motor/pump out of service to remove the old VFD and to install the replacement. In the event of any damage, it must be reported to the Village’s Public Works Foreman for Water and Sewer, or his designee, immediately.

The contractor must be able to communicate with Village staff in a professional and courteous manner at all
times.

The contractor shall pick up, collect, and dispose of all debris generated by this project.

The contractor shall provide, and have in place, all worksite protection devices, men working signs, cones, etc., required to provide for safe passage of foot traffic during all phases of the work. If the Village finds the contractor at any time to be unsafe and unable to perform the task that is the scope of this bid, a stop work order will be issued until the problem can be resolved or the contract will be terminated. The Village is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.

**Work Hours:** Work hours shall be 7:30 a.m. to 3:00 p.m., Monday through Friday. No Saturday, Sunday or holidays are to be worked unless prior approval is given by the Village. Work past 3:00 p.m. can take place only after request is received and approved by the Superintendent of Public Works-Water & Sewer, or his delegated representative.

**Warranty:** All work, labor and materials, shall be warrantied for a minimum of one year from the date of acceptance. Any work proving defective within two years from the date of acceptance shall be redone without additional expense to the Village for labor and/or workmanship and the warranty on the equipment shall be the manufacturer's warranty. Prior to final payment, the assigned warranty card shall be provided to the Village.

**Liquidated Damages:** The Village and the Contractor recognize that time and work quality is of the essence of this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Instead, the Contractor shall be liable and shall pay the Village as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed until the final completion of the total physical work of the contract. The Village shall deduct these liquidated damages from any monies due to the Contractor for breach of this contract.

1. $100.00 per day for failure to complete work in the time frame required by this contract;
2. $100.00 per day for failure to clean up as required by this contract.
SUBMISSION REQUIREMENTS

References
Please provide three (3) references for similar work that you have performed as it relates to replacement of a Variable Frequency Drive (VFD’s).

Completion of Proposal Documents (Attachments)
Attached to this Request for Bids is a proposal price sheet which is to be completed and included with your proposal:

Attachment “A” – Proposal Price Sheet for Scope as described

Attachment “B” - Sample Services Contract

REFERENCES
1) Village of Tinley Park
2) City of Joliet
3) Illinois American Water Co.
KNOW ALL MEN BY THESE PRESENTS, THAT WE

7455 W. Duvan Drive Tinley Park, IL 60477

Airy's, Inc.

as Principal, hereinafter called the Principal, and

Nationwide Mutual Insurance Company

One West Nationwide Blvd., 1-04-701 Columbus, OH 43215-2220

as Surety, hereinafter called the Surety, are held and firmly bound unto

Village of Tinley Park

16250 S Oak Park Ave Tinley Park, IL 60477

as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of Amount Bid

Dollars ($ 10% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

FY2017 Variable Frequency Drive (VFD) for Post 1 Lift Station, FY2017 VFD

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of June, 2016

[Signature]

(Witness)

Nationwide Mutual Insurance Company

By: (Signature) (Seat)

(Title)

Airy's, Inc.

By: (Signature) (Seal)

(Title)

By: Attorney-in-Fact (Signature) (Seal)

Carl Dohn, Jr.

(Title)
STATE OF Illinois
COUNTY OF Cook

I, Susan Murray, Notary Public of Cook County, in the State of Illinois, do hereby certify that Carl Dohn, Jr., Attorney-in-Fact, of the Nationwide Mutual Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Nationwide Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine in said County, this 27th day of June A.D., 2016.

[Signature]
Notary Public

My Commission expires: December 22, 2019

OFFICIAL SEAL
SUSAN MURRAY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Dec 22, 2019
KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

Carl Dohn, Jr.

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute the following Surety Bond:

Surety Bond Number  Bid Bond
Principal Airy's, Inc.
Oblige Village of Tinley Park

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereon; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss:

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Altiz
Notarial Seal – Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

CERTIFICATE

I, Robert W Horner III, Assistant Secretary of the Companies, do hereby certify that the foregoing is a true, full and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seals of said Companies this 27th day of June, 2016.

Assistant Secretary

This Power of Attorney Expires March 24, 2017

BDJ 1(04-14) 00
ATTACHMENT “A”

PROPOSAL PRICE SHEET

<table>
<thead>
<tr>
<th>PRICE PER UNIT ($)</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABB</td>
<td>$54,590.00</td>
</tr>
</tbody>
</table>

ABB
VARIABLE FREQUENCY DRIVE
MODEL ACH550 200 HORSEPOWER
480 VOLT/3-PHASE (2 DEVICES)
AND LABOR TO INSTALL

SUBMITTER OF BID (FIRM NAME): Airy's Inc.

SIGNATURE OF SUBMITTER: [Signature]

SUBMITTER (PRINTED NAME): James Welling

FY2107 VFD
ATTACHMENT "B"

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the Village of Tinley Park, a Illinois home-rule municipal corporation (the “Village”), and Airy's Inc. (the “Contractor”), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Fiftysix thousand, four hundred and sixty-nine dollars ($56,469.00). Within seven (7) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village’s receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor’s Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.

4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below: December 31, 2016

6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys’ fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.

9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.

10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control
Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

Scope of Work

Introduction: The work to be done includes furnishing of all labor, material, transportation, tools, and supplies necessary to install, program, and start-up two VFD’s at the 167th Street pump station. The equipment will be retro-fit into an existing ABB ACH500 cabinet. All work shall be implemented in accordance with the manufacturer’s instruction and shall be performed in a manner satisfactory with the Village.

The work shall commence at such a time when the VFD’s are ready to be installed with the task being complete within ten business days; the work shall be complete no later than 31 December 2016. One VFD will be replaced and the task completed, before the second VFD work task can begin.

Equipment: The VFD’s that are to be replaced shall be replaced with a new ABB ACH550 Series Variable Frequency Drive, or equivalent, as determined by the Village, that is rated at 200 Horsepower, 480 Volt, 3 Phase, 60 Hz. Alternate manufacturer’s or model’s requests must be submitted in writing to the Village for approval at least 10 working days prior to bid. Other equipment that needs to be included in the bid submittal: Keypad Extension Kit, Cooling Fans, and Cable & Lugs.

Installation: The VFD’s shall be retrofit inside existing ABB ACH500 cabinets (82” h x 25 ¾ d x 32 5/8 w). Installation includes removing and disposing of existing drive components and retrofitting the cabinet for the new VFD’s. The contractor shall install the drive in accordance with the recommendations of the VFD’s manufacturer as outlined in the VFD’s installation manual. Power wiring shall be completed by the contractor, adhering to local and applicable NEC electrical codes based on the VFD’s input current. The contractor shall complete all wiring in accordance with the recommendations of the VFD’s manufacturer as outlined in the installation manual. The keypad shall be mounted in such a way that it is operable with the cabinet door closed. New cooling fans shall be installed with a thermostat to maintain proper cabinet temperature. The work includes interfacing the drive to the existing Programmable Logic Controller (PLC) for automated operation as follows:

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4) The VFD’s shall be interrogable via MODBUS/TCP (ACH 550 with RETA-01 Module) for the following operating conditions: output speed/frequency, motor current, power (kW), kilowatt hours, drive temperature, fault status, and total operating hours. The use of third party gateways and multiplexers is not acceptable.
5) New Category 5 Shielded Twisted-Pair (STP) Ethernet cable shall be furnished between each drive’s MODBUS/TCP interface and the Ethernet switch located in the station SCADA Control Cabinet.

Start-up: Start-up, drive programming, and operator training shall be provided. A start-up form shall be filled out for each drive with a copy provided to the Village, and a copy kept on file at the contractor. Three copies of all documentation shall be provided to the Village including connection and layout diagrams, installation manuals, and operating manuals.

Submittals: Submittals shall include the following information:
1) Outline the dimensions, conduit entry locations and weight.
2) Equipment layout diagram inside current cabinet.
3) Connection and power wiring diagrams.
4) Complete technical product description to include a complete list of options provided. Any portions of this specification not met must be clearly indicated or the supplier and contractor shall be liable to provide all additional components required to meet this specification.

**Safety and Communication** The contractor shall follow any and all applicable labor and safety rules, laws, and regulations. It shall be the contractor’s responsibility to co-ordinate with the PW Department as to taking a motor/pump out of service to remove the old VFD’s and to install the replacement. In the event of any damage, it must be reported to the Village’s Public Works Foreman for Water and Sewer, or his designee, immediately.

The contractor must be able to communicate with Village staff in a professional and courteous manner at all times.

The contractor shall pick up, collect, and dispose of all debris generated by this project.

The contractor shall provide, and have in place, all worksite protection devices, men working signs, cones, etc., required to provide for safe passage of foot traffic during all phases of the work. If the Village finds the contractor at any time to be unsafe and unable to perform the task that is the scope of this bid, a stop work order will be issued until the problem can be resolved or the contract will be terminated. The Village is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.

**Work Hours:** Work hours shall be 7:30 a.m. to 3:00 p.m., Monday through Friday. No Saturday, Sunday or holidays are to be worked unless prior approval is given by the Village. Work past 3:00 p.m. can take place only after request is received and approved by the Superintendent of Public Works-Water & Sewer, or his delegated representative.

**Warranty:** All work, labor and materials, shall be warrantied for a minimum of one year from the date of acceptance. Any work proving defective within one year from the date of acceptance shall be redone without additional expense to the Village for labor and/or workmanship and the warranty on the equipment shall be the manufacturer’s warranty. Prior to final payment, the assigned warranty card shall be provided to the Village.

**Liquidated Damages:** The Village and the Contractor recognize that time and work quality is of the essence of this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Instead, the Contractor shall be liable and shall pay the Village as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed until the final completion of the total physical work of the contract. The Village shall deduct these liquidated damages from any monies due to the Contractor for breach of this contract.

1. $100.00 per day for failure to complete work in the time frame required by this contract;
2. $100.00 per day for failure to complete work in the time frame required by this contract;
3. $100.00 per day for failure to complete work in the time frame required by this contract;
4. $100.00 per day for failure to clean up as required by this contract.
CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Airy's Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Airy's Inc.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Airy's Inc.
Name of Contractor (please print)

Submitted by (signature)

Title
Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

[Signature]
Name of Contractor (please print)

[Signature]
Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

[Signature]
Name of Contractor (please print)

[Signature]
Submitted by (signature)

Title
[NAME OF CONTRACTOR]

BY: [Signature]
Printed Name: James Welling
Title: Asst. Secretary

DATE: 6/27/16

VILLAGE OF TINLEY PARK

BY: [Signature]
David Seaman, Mayor
(required if Contract is $10,000 or more)

DATE: 7/12/14

ATTEST:
[Signature]
Patrick Rea, Village Clerk
(required if Contract is $10,000 or more)

DATE: 7/12/14

VILLAGE OF TINLEY PARK

BY: [Signature]
David Niemeyer, Village Manager

DATE: 7/11/16
### Certificate of Liability Insurance

**Carrier:** Airy's Inc.  
7455 W. Duvan Drive  
Tinley Park, IL 60477

**Certified To:** Admiral Insurance Company  
24856

**Definitions:**
- OCCUR: EACH OCCURRENCE
- LOC: DAMAGE TO RENTED PREMISES (Exocurrence)
- PER: PERSONAL & ADV INJURY
- AGG: GENERAL AGGREGATE
- REG: PRODUCTS - COMPO/OP AGG
- LOC: EACH OCCURRENCE
- PER: EACH OCCURRENCE
- OPT: AGGREGATE

**Policy Number:** F19206

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**Leased Equipment**  
FEI-ECC-22051-00  
10/08/2016  
1,000,000

**Pollution Liability**  
1,000,000

**Description of Operations/Locations/Vehicles:**

All work performed.

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**Cancelation:**

**Village of Tinley Park:**  
16250 Oak Park Avenue  
Tinley Park, IL 60477

**Authorized Representative:**

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