

**Village Board**

**Village President**

Frank DeSimone

**Trustees**

Rosa Carmona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

**Village Clerk**

Nancy Quinn

**Village Manager**

Evan K. Summers



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

**Village of Bensenville, Illinois**  
**VILLAGE BOARD**  
**RECREATION AND COMMUNITY**  
**BUILDING COMMITTEE MEETING**  
**AGENDA**  
**6:00 PM June 20, 2017**

Call to Order

Roll Call

Public Comment (3 Minutes per person with a 30 minute meeting limitation)

Approval of Minutes:

May 15, 2017 Recreation and Community Building Committee Minutes

**ACTION ITEMS**

1. Consideration of a Resolution Authorizing and Approving a Purchase Order for DePue Mechanical, Inc. for the Overhaul of Three Mayekawa Reciprocating Compressors

**INFORMATIONAL ITEMS**

**Adjournment**

**TYPE:**Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**June 20, 2017**DESCRIPTION:**May 15, 2017 Recreation and Community Building Committee Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:**

Description

Upload Date

Type

**DRAFT\_170515\_REC****6/9/2017****Cover Memo**

Village of Bensenville  
Village Board Room  
12 South Center Street  
Bensenville, Illinois 60106  
Counties of DuPage and Cook

**MINUTES OF THE RECREATION AND  
COMMUNITY BUILDING COMMITTEE**  
**May 15, 2017**

**CALL TO ORDER:** President DeSimone called the meeting to order at 6:33 p.m.

**PRESENT:** Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

President DeSimone, Carmona, Franz, Jaworska, Perez

Absent: Lomax

Village Clerk, Nancy Quinn, was also present.

A quorum was present.

Staff Present: E. Summers, J. Caracci, T. Finner, B. Flood, F. Kosman, M. Patel, S. Viger, C. Williamsen

**Public Comment:** There was no public comment.

**Approval of Minutes:** The April 18, 2017 Recreation and Community Building Minutes were presented.

**Motion:** Trustee Jaworska made a motion to approve the minutes as presented. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

**OneHockey:** Village Manager, Evan K. Summers, presented to the Committee a Resolution Authorizing a Facility Usage License Agreement with OneHockey, LLC.

There were no questions from the Committee.

Motion: Trustee Perez made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion carried.

**American Mobile Staging:**

Village Manager, Evan K. Summers, presented to the Committee a Resolution Authorizing an Agreement with the Village of Bensenville and American Mobile Staging to Provide Stages, Sound and Lighting Equipment in the Not-to-Exceed Amount of \$13,600.00 for Libertyfest 2017.

There were no questions from the Committee.

Motion: Trustee Perez made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion carried.

**Informational Items:**

Director of Recreation, Todd Finner, provided the Committee with a construction update on the Edge II rinks.

**ADJOURNMENT:** Trustee Perez made a motion to adjourn the meeting. Trustee Franz seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:39 p.m.

Corey Williamsen  
Deputy Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, June 2017

**TYPE:**Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation and Community  
Events**DATE:**June 20, 2017**DESCRIPTION:**Consideration of a Resolution Authorizing and Approving a Purchase Order for DePue Mechanical, Inc. for the Overhaul of Three Mayekawa Reciprocating Compressors**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

	<i>Financially Sound Village</i>		<i>Enrich the lives of Residents</i>
X	<i>Quality Customer Oriented Services</i>		<i>Major Business/Corporate Center</i>
X	<i>Safe and Beautiful Village</i>		<i>Vibrant Major Corridors</i>

**COMMITTEE ACTION:**

REC

**DATE:**

June 20, 2017

**BACKGROUND:**

The refrigeration system is the lifeline of the ice arena. It is a complex configuration of equipment that consists of compressors, pumps, condensers, evaporators, water treatment equipment, gauges, controls, valves, switches, heat exchangers, refrigerant, coolant and expansion tanks. Most of this equipment is inspected on a regular basis and replaced as necessary. In addition, manufacturer's specifications require that a second overhaul is required on the Mayekawa reciprocating compressors every two calendar years of service.

John Street compressor #1 and compressor #2 as well as Jefferson Street compressor #3 are due for an overhaul. The John Street compressors are 4 cylinder Mayekawa reciprocating compressors and the Jefferson Street compressor is a 6 cylinder reciprocating compressor.

Compressors are key components in the refrigeration process. Without a properly functioning compressor, the system will lose the ability to pressurize the refrigerant (ammonia/NH3) so that it can condense from a vapor form to a liquid form, ultimately removing heat from coolant (Calcium Chloride) solution and reducing the temperature of the concrete floor to the point that it freezes water.

**KEY ISSUES:**

The manufacturer's specifications call for the complete removal of the crank shaft as part of the 12,000 hour overhaul. The cost of a complete 12,000 hour overhaul exceeds the replacement cost of the compressor. Due to its high cost, the 12,000 hour overhaul is not performed in other arenas according to outside refrigeration companies. Staff is recommending a partial overhaul which will eliminate removal of the crankshaft but still allow for inspection of the equipment.

This project was publicly bid. Four bids were received and the low bidder and the bid results are as follows:

1. CIMCO: \$26,670.46
2. Hayes: \$28,507.00
3. DePue: \$32,195.00
4. AMS: \$36,100.00

CIMCO and Hayes were both disqualified due to incomplete bid packets. Hayes is also not a feasible option as they have since disclosed the requirement for staff to disassemble and ship each compressor to Texas for the overhaul. Staff is familiar with both DePue and AMS and both companies are held in high regard for the experience and expertise in this particular field.

Both of the remaining bids exceed the \$25,200 that was originally budgeted for this project. During follow up conversations, DePue Mechanical indicated that the scope of this project could have been reduced further and that the replacement of certain components should not automatically happen until further inspection takes place. DePue was then asked what components could be eliminated and to provide a modified proposal based on this reduced scope. By eliminating the shaft seal replacement the Village can reduce the cost of this project from \$32,195 to \$20,720. DePue will be able to determine if there is a problem with the shaft seal, main bearing, crank shaft or pins by using a dial indicator to test for excess movement. The indicator is accurate to .0001 of an inch. If parts are needed beyond what is provided on the modified proposal, they will be provided on a time and material basis.

Staff recommends awarding this project to DePue Mechanical. DePue has an extensive history with Mayekawa compressors in ice arenas. The project manager has 39 years and over 300 overhauls to his name.

#### **ALTERNATIVES:**

- Receive the 12K overhaul per bid specifications for \$32,195.00.
- Purchase and install three new compressors for a total price of \$115,200.00.

#### **RECOMMENDATION:**

Staff recommends awarding a modified proposal with scope reductions to DePue Mechanical and approving the Resolution.

#### **BUDGET IMPACT:**

This project will cost the Village \$20,720.00 and is under budget. \$25,200.00 was allocated for compressor rebuilds in the 2017 annual budget under account 11174100 - 594000 Capital Outlay - Machinery and Equipment.

#### **ACTION REQUIRED:**

Approval of the Resolution Authorizing a Purchase Order to DePue Mechanical, Inc. for the Overhaul of Three Mayekawa Reciprocating Compressors.

#### **ATTACHMENTS:**

Description	Upload Date	Type
<b>DePue Modified Proposal</b>	<b>6/15/2017</b>	<b>Exhibit</b>
<b>DePue Bid Packet</b>	<b>6/15/2017</b>	<b>Exhibit</b>
<b>AMS Bid Packet</b>	<b>6/15/2017</b>	<b>Backup Material</b>
<b>Hayes Bid Packet</b>	<b>6/15/2017</b>	<b>Backup Material</b>
<b>CIMCO Bid Packet</b>	<b>6/15/2017</b>	<b>Backup Material</b>
<b>Fee Matrix</b>	<b>6/15/2017</b>	<b>Backup Material</b>
<b>Bid Document Checklist</b>	<b>6/15/2017</b>	<b>Backup Material</b>

**Resolution**

**6/15/2017**

**Resolution Letter**



Devoted to our family of customers and employees.  
**WELCOME** to our **WORLD!**

June 14, 2017

VIA email: [SRiley@bensenville.il.us](mailto:SRiley@bensenville.il.us)

Village of Bensenville  
735 East Jefferson  
Bensenville, Illinois 60106

Attention: Todd

**RE: Mycom Compressor 12000 hr. Modified Inspection/ Rebuild- 4 cylinder**

The 12k rebuild would include head, handhole and liner gaskets. Discharge valves with springs and suction valves with springs along with cleaning of oil strainer. Additionally includes wrist pins and bushings, connecting rod bearings and piston rings. Crankshaft and main bearing movement are checked against manufacturers recommendations at the time of dis-assembly and customer is notified of any concerns. Crankshaft journal measurements are also compared against specs. Shaft seals are not included and you would need to provide the oil charge and the disposal of waste oil.

<b>Modified 12000 hr. rebuild....</b>	<b>4 cylinder \$ 6290.00</b>
<b>Modified 12000 hr. rebuild (based on two machines ) per machine....</b>	<b>4 cylinder \$ 6095.00</b>
<b>Modified 12000 hr. rebuild....</b>	<b>6 cylinder \$ 8530.00</b>

**NOTE:** All parts needed beyond those listed in above quotes will be provided and installed on a T&M basis

Please feel free to contact me with any questions

Respectfully Submitted,

**DePue Mechanical, Inc.**

by: Bob Orsi  
Mobile-Direct (630) 880-7656  
[bob.orsi@depuemechanical.com](mailto:bob.orsi@depuemechanical.com)

**MINOOKA LOCATION (Corporate) | 113 S. Ridge Road, PO Box 857, Minooka, IL 60447 | Phone (815) 255-2500 | Fax (815) 828-5666**

DePue Location  
(815) 447-2267

Chicago Location  
(312) 698-8648

Schaumburg Location  
(847) 592-6326

# Village of Bensenville

**Invitation to Bid with Specifications**

**2017**

**Ice Arena Compressor Rebuilds**



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

**Bensenville Recreation Department**  
**735 E. Jefferson St. Bensenville, IL 60106**  
**Phone: 630-766-8888 Fax: 630-594-1143**  
**[www.Bensenville.il.us](http://www.Bensenville.il.us)**

*Handwritten note: 15 staff and volunteer on staff*

## **LEGAL NOTICE**

**Official notice is hereby given that Sealed Bids will be received in the Office of the Village Clerk, 12 S. Center, Bensenville IL 60106 until 9:00 am local time on Thursday, June 15 2017 and then at said office publically opened and read for following:**

### **Ice Arena Compressor Rebuilds**

Village seeking completion of three (3) 12K compressor rebuilds prior to July 31, 2017 from an experienced professional firm with extensive experience in ice arena compressor rebuilds.

John St Compressor #1 4 Cylinder Mayekawa Mycomm Model # N4WB  
John St Compressor #2 4 Cylinder Mayekawa Mycomm Model # N4WB  
Jefferson St Compressor #3 6 Cylinder Mayekawa Mycomm Model # C6-W06A

Plans, specifications and bid forms may be obtained at the Recreation Department, 735 E. Jefferson, Bensenville IL 60106, or by emailing [jjones@bensenville.il.us](mailto:jjones@bensenville.il.us) calling 630-594-1137

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq.)

Offers shall not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

The Village reserves the right to reject any and all bids or parts thereof, to waive any irregularities or information in bid procedures and to award the contract in a manner best serving the interest of the Village.

All bids must be tendered in seal envelopes and must be clearly marked on the opaque envelope:

### **Ice Arena Compressor Rebuilds - BID**

Any bid submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The bids shall be publicly opened at **9:00AM on Thursday, June 15, 2017** at Bensenville Village Hall 12 S. Center Street.

Nancy Quinn  
Village Clerk

## **BID SPECIFICATIONS**

# **Ice Arena Compressor Rebuilds**

### **GENERAL TERMS AND CONDITIONS**

1. **CONDITIONS** - Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

### 2. **BID SECURITY**

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

2.3 Upon execution of the contract, the Bid deposit will be returned. Failure of the bidder to execute a contract after notification of award of contract will result in forfeiture of the Bid deposit. The Bid deposit shall be retained by the Village of Bensenville as liquidated damages and not as a penalty.

2.4 Bid deposits of all unsuccessful Bidders will be returned after a contract has been executed by the successful Bidder.

3. **ADJUSTMENTS TO CONTRACT** - Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

4. **MULTI-YEAR CONTRACT** - Contracts with duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

### 5. **DAMAGES TO PROPERTY**

**5.1** The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

**5.2** The CONTRACTOR is not authorized to drive equipment on to private property without proper written authority from the property owner.

**5.3** It is recommended that, for the CONTRACTOR'S protection, if any damage exists before work begins that the Director of Redmond Park or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

**6. TIME OF COMPLETION, PENALTY AND LIQUIDATED DAMAGES**

**6.1** The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

**6.2** Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the Village in the amount of One hundred dollars (\$100.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

**6.3** Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the Village within ten (10) business days of demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

**7. MEETING BEFORE WORK BEGINS** - It is mandatory that the Contractor meets with the Director of Recreation or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event that any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

**8. SAFETY** - While working within the Village of Bensenville rights-of-way, the contractor shall conform to IDOT *Standard Specifications for Road and Bridge Construction* for work zone safety.

**9. TAX EXEMPT STATUS** – The Village is exempt, by law, from paying State or Local Retailer’s Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

**10. PRICING** - All pricing for goods and services included in this bid shall be good through December 31, 2017.

### **SCOPE OF WORK**

Bidding requirements, general terms and conditions, scope of work and other special requirements are hereby made part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

The specifications contained herein describe the minimum requirements of the VILLAGE and any omission shall not relieve the CONTRACTOR of furnishing quality service in a timely manner.

**I. EXPERIENCE OF KEY PERSONNEL:** The CONTRACTOR shall provide the VILLAGE with the services contained herein in a safe, efficient and professional manner. As a condition, CONTRACTOR must provide experienced, courteous, professional, trained and qualified personnel. At a minimum, the project team shall consist of the following personnel:

- A Project Manager with five (5) years of experience in ice arena compressor rebuild service work.

**II. SAFETY:** The successful bidder must adhere to all OSHA and state of Illinois safety standards.

### III. Ice Arena Compressor Rebuild Specs:

CONTRACTOR shall perform three 12K Rebuilds with the following specifications:

- Crank Shaft - Inspect and replace if any abnormality is found
- Crank Shaft Pins - Inspect and replace if any abnormality is found
- Main Bearing - Inspect and replace if any abnormality is found
- Thrust Bearing - Inspect and replace if any abnormality is found
- Thrust Ball Bearing – Replace (BB type uses thrust roller bearing)
- Shaft Seal – Replace
- Cylinder Sleeve - Inspect and replace if any abnormality is found
- Suction Valve and Spring – Replace
- Connecting Rod Bush – Replace
- Needle Bearing for High Stage Connecting Rods – Replace
- Connecting Rod Bearing Halves – Replace
- Piston - Inspect and replace if any abnormality is found
- Piston Pin – Replace
- Piston Ring – Replace
- Discharge Valve and Spring – Replace
- Oil Strainer – Cleaning
- Suction Strainer and Scale Trap – Cleaning
- Water Cooling Jacket Cover and Water Side of Oil Cooler – Cleaning
- Gasket – Replace
- O-Ring – Replace
- Lubricant - Replace

**BIDDER INFORMATION SHEET**

NAME: (PRINT) ROBERT ORSIO JR

SIGNATURE: [Handwritten Signature]

COMPANY NAME: (PRINT)

DEPUS MECHANICAL

ADDRESS: 113 S RIDGE

MINOOKA IL

TELEPHONE: 815-255-2500

FACSIMILE: 250)

EMAIL: BOB.ORSIO@DEPUSMECHANICAL.COM

Please Return to: Corey Williamsen  
Deputy Village Clerk  
Village of Bensenville  
12 S Center St.  
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope plainly marked: **Ice Arena Compressor Rebuilds – Bid**. The bids must be received by (ten days after legal notice printed in paper) **11:00am on Wednesday, JUNE 14, 2017**. They will be publicly opened and read on **Thursday, JUNE 15, 2017 at 9:00am** in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. **Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier will disqualify the bid.**

Any bid submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

**BID PRICE FORM**

The undersigned, having become familiar with the specifications and local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in these contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents including insurance requirements, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the Ice Arena Compressor Rebuilds project.

Unit prices shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the Bid Proposal. This Unit price will include all costs associated with the Ice Arena Compressor Rebuilds project.

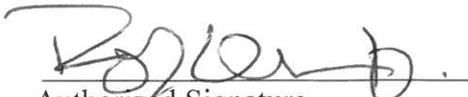
Unless otherwise specified, all bids shall be binding for ninety (90) days following the Bid opening date.

<u>Year</u>	<u>Unit</u>	<u>Bid Amount for Unit</u>
2017	Compressor #1 John St (Model # N4WB)	\$9,965.00
2017	Compressor #2 John St (Model # N4WB)	\$9,965.00
2017	Compressor #3 Jefferson St (Model # C6-Wo6A)	\$12,265.00
		<b>Total Amount</b>
2017	Total Cost Certification	32,195.00

**The Village Board reserves the right to reject any and all Bids or portions thereof**

Signed:

Where bidder is a corporation, add:

  
Authorized Signature

Attest: \_\_\_\_\_  
(Secretary or other authorized officer)

Date: 6/14/17

(CORPORATE SEAL)

**REFERENCE SUBMITTAL**

All bidders are required to furnish **three (3)** references from previous clients for whom they have performed similar work. (At least two of the references **MUST** be municipalities.)

Municipality or Firm: VILLAGE OF BOUQUENVILLE

Name/Position of Contact: JEFF JONES

Address: 735 E LEFFELWOOD

City: BOUQUENVILLE State: IL Zip: 60106

Telephone Number 630 766 8888 Email: N/A

\*\*\*\*\*

Municipality or Firm: FRANKLIN PARK PARK DISTRICT

Name/Position of Contact: JOE MODERICH

Address: 9711 WAVELAND

City: FRANKLIN PARK State: IL Zip: 60131

Telephone Number: 847-671-4268 Email: \_\_\_\_\_

\*\*\*\*\*

Municipality or Firm: SEVEN BRIDGES ILL

Name/Position of Contact: ARON GIERKE

Address: 6290 IL-53

City: WOODRIDGE State: IL Zip: 60557

Telephone Number: 630 254 3340 Email: \_\_\_\_\_

\*\*\*\*\*

**CONTRACTOR'S KEY PERSONNEL**

At a minimum, the project team shall consist of the following personnel:

- A Project Manager with five (5) years' experience in compressor rebuilds.

Project Manager Name: ROBERT ORS

Compressor Rebuilds Experience as Manager (Years) 39

Compressor Rebuilds Projects as Manager (Number) 300+

Listing of Projects Managed:

EDGE ARENA, FOX VALLEY ARENA, SEVEN BRIDGES,  
FRANKLIN PARK ARENA, PARK RIDGE ARENA, MIDLAND PARK ARENA  
WILMOTTE ARENA

\*\*\*\*\*

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

**1. NON-DISCRIMINATION IN EMPLOYMENT** - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.

**2. PREVAILING WAGES** - Not less than the prevailing rate of wages as found by Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract, pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/1.

**3. PERMITS AND LICENSES** - The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract, and /or required by municipal, state and federal regulations and law.

#### **4. REMOVAL OR SUSPENSION OF BIDDERS**

The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Bidder will be given notice of such removal or suspension if:

- A. Services performed do not comply with specifications of contract with the contractor;
- B. Work is not done within the contract's specified timeframe;
- C. An offer is not kept firm for the length of time specified in the contract;
- D. Contractor fails to provide performance bond when required by invitation to bid;
- E. Contractor is found guilty of collusion;
- F. Bankruptcy or other evidence of insolvency is found;
- G. An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

#### **5. COMPLIANCE TO LAW**

**5.1** The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

**5.2** All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.).

#### **6. CONDITIONS FOR BIDDING**

##### **6.1 Bid Definitions -**

- A. Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work/specifications, bid price form and proposed contract documents including addenda posted prior to receipt of bids.
- B. Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

**6.2 Bid Price Form** – Prices shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked “**Ice Arena Compressor Rebuilds- Bid**”.

**6.3 Late Bids** – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

**6.4 Withdrawal of Bids** - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an

integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

**6.5 Examination of Bidding Documents** - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, **post all addenda on the Village website ([www.bensenville.il.us](http://www.bensenville.il.us)) under “Business” heading.** Addenda shall not be made less than four (4) days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village nor the Architect or Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Deputy Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

**6.6 Mistake in Bid and Bid Changes** - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

**6.7 Bid Binding** - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.

**6.8 Changes in Contract Documents** - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. It is the bidder's responsibility to regard all addenda which will be posted on Village website at least four (4) days prior to date established for receipt of bids.

**6.9 Response to Invitations** - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.

**6.10 Bid Attachments** - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.

**6.11 Bidder's Competence** - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractors's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.

**6.12 Bid Opening** - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.

**7. AWARD, REJECTION or DISQUALIFICATION OF BIDS** - Contracts are awarded to the lowest responsible bidder. The Bidder acknowledges the right of the Village to reject any or all Bids and to waive informality or irregularity in any Bid received and to award each item to different Bidders or all items to a single Bidder (to accept, split, and or reject part(s) of any of all Bids). In addition, the Bidder recognizes the right of the Village to reject a Bid if the Bidder failed to furnish any required Bid security or to submit the data required by the Bidding documents, or if the Bid is in any way determined by the Village to be incomplete or irregular.

**7.1** Responsibility of a bidder is determined by taking the following into consideration:

- A. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- B. The ability, capacity, and skill of the Bidder to perform the Contract to provide the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. The quality of performance of previous contracts of services;
- E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service;
- F. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- G. The number and scope of conditions attached to the Bid;
- H. Responsiveness to the exact requirements of the invitation to bid;
- I. The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. The financial resources of the Bidder;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration; and
- O. Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness.
- P. Any other evidence of bidder's responsibility as determined by the Village.

**7.2** The Village may reject any and all Bids, and may re-advertise for new bids.

**7.3** The following may be cause for disqualification of a submitted Bid:

- A. Prices excessively high and/or exceed monies available for the intended purchases;
- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in conformance to the required format; or qualification of price to protect the Bidder from unknown future market conditions;

- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- H. Bidder fails to submit required information, literature, samples, or affidavits with Bid;
- I. Late Bids;
- J. Failure of any authorized person to sign the Bid; and
- K. Bidder is prohibited by local, state or federal law from entering into public contracts.

7.4 Village staff is authorized to independently investigate matters of bidder's responsibility and verify any statement made to the Village by the bidder.

7.5 **NOTICE OF AWARD** – After the acceptance and award of the bid, and upon receipt of a purchase order executed by the proper Village officials, this instruction to bidders, including specifications, and bid price form constitutes part of the legal contract between the Village of Bensenville and the Contractor.

## 8. **CONTRACT PROVISIONS**

8.1 **MATERIAL, EQUIPMENT, AND WORKMANSHIP:** - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.

8.2 **CATALOGS** - Each Bidder shall submit when necessary, or when requested by the Deputy Clerk, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the Specifications, necessary to fully illustrate and describe the material or Work proposed to be furnished. When equipment requires installation, the successful Bidder shall submit detailed shop drawings to the Deputy Clerk for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

8.3 **SAMPLES** - Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at Bidder's expense. Each sample must be marked with Bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

8.4 **SPECIAL HANDLING** - Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Bidder shall also notify the Village and

provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of the Bid.

**8.5 TRAINING, DEMONSTRATIONS** - Training will be required by the Bidders to the Village of Bensenville employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

**8.6 SHOP DRAWINGS** - When contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or designee, for approval. Drawings shall show the characteristics of equipment and operation details.

**9. VILLAGE SUPERVISION** - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".

**10. SAFETY/LOSS PREVENTION PROGRAM** - The Village may request that the contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

**11. VENUE** - The parties hereto agree that for the purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.

**12. DELIVERY**

- A. Bid items must be delivered within sixty (60) days from the date of execution of the Contract unless a specific delivery date is stated on the bid. The Village may cancel the Contract without obligation if Delivery requirements are not met. If said Contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m.
- B. Shipments shall become the property of the Village after delivery and acceptance.
- C. Bid price shall include delivery as indicated herein.
- D. All prices must be quoted F.O.B. Bensenville, Illinois.
- E. CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and

malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.

**13. VILLAGE INSURANCE REQUIREMENT** – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

**A. Minimum Scope of Insurance Coverage shall be at least as broad as:**

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- 2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- 3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 “Any Auto.”
- 4) Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

**B. Minimum Limits of Insurance Contractor shall maintain limits no less than:**

- 1) Commercial General Liability \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 or a project/contract specific aggregate of \$5,000,000.
- 2) Business Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker’s Compensation and Employers’ Liability: Workers’ Compensation coverage with statutory limits and Employers’ Liability limits of \$2,000,000 per accident.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

**1) General Liability and Automobile Liability Coverages**

- a. The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured’s as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the

scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

- b. The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) **Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

3) **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

**F. Verification of Coverage**

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

**G. Subcontractors – PROHIBITED for this CONTRACT**

**H. Assumption of Liability**

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or

persons occasioned by or in any way arising out of any work performed pursuant to this agreement

**I. Indemnity/Hold Harmless Provision**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settles or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

**14. DEFAULT** - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- If the contractor/vendor fails to make delivery of materials or to perform the services within the time specified herein or any extension hereof; or
- If the contractor/vendor fails to make progress so as to endanger performance of the contract; or
- If the contractor/vendor fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

**15. ALTERNATE MATERIALS AND EQUIPMENT** - Where specifications read “or approved equal”, contractor shall direct a written description to the Public Works

Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

**16. BIDDER'S ACCESS TO PROCUREMENT INFORMATION** - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

**17. ACCEPTANCE** - Contracted work will be considered accepted when final payment is made.

**18. PAYMENT**

A. For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

B. For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

**19. PAYMENT WITHHELD** - The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the contractor to make payments properly to subcontractors or for material or labor;
- D. Damage to other contractors' tools, materials, work or equipment;
- E. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

**20. DEDUCTIONS FOR UNCORRECTED WORK** - If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

21. **LIENS** – The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).

22. **REORDERS** - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

23. **GUARANTEES AND WARRANTIES**

A. All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.

B. All warranties for materials or equipment must be received with title before payment for same is recommended.

24. **CHANGES/ADDITIONAL SERVICES/DELETIONS** - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

25. **CHANGE ORDER AUTHORIZATION** - Pursuant to Public Act 85-1295 (720 ILCS 5/33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

A. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or

B. The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or

C. The change is in the best interest of the Village.

*The party authorized to execute the above certification is the Village of Bensenville.*

**VENDOR:**

POLEND.

Signature

SERVICE MANAGER

Title

6/24/17

Date

**Village of Bensenville:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

VILLAGE OF BENSENVILLE  
BID COMPLIANCE CERTIFICATION

I, ROBERT OLSI, having been first duly sworn, depose and  
(owner/authorized company representative)  
state as follows:

DEPOS MECHANICAL ("Contractor"), having submitted a proposal  
for:  
(Name of Company)

ICE AREA COMPRESSOR REBUILD to the Village of Bensenville, hereby

certifies that said Contractor:

- 1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
- 2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that  
ALL EMPLOYEES  
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

- 4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
- 5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
- 6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).
- 7. will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. as applicable.

By: [Signature]  
(Officer or Owner of Company stated above)

Title: SERVICE MANAGER

SUBSCRIBED AND SWORN to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC



12 S. Center St.  
Bensenville, IL 60106  
Office: 630.766.8200  
Fax: 630.594-1105  
www.bensenville.il.us

**VILLAGE BOARD**

**President**  
Frank DeSimone

**Board of Trustees**  
Rosa Carmona  
Ann Franz  
Agnieszka "Annie"  
Jaworska  
McLane Lomax  
Nicholas Panicola Jr.  
Armando Perez

**Village Clerk**  
Nancy Quinn

**Village Manager**  
Evan K. Summers

**Addendum to Invitation to Bid – Ice Arena Compressor Rebuilds**

Date: June 5, 2017

**ADDENDUM # 1**

The above Invitation to Bid.

Bid opening remains: Thursday June 15, 2017 (9:00am)

**Acknowledge receipt of this addendum prior to Bid Opening by referencing this Addendum on the offer submitted. Failure to acknowledge addendum may result in rejection of your offer.**

If you have already submitted your bid and need to change it based on this Addendum, please submit a sealed letter that references this bid and addendum on envelope. Submit prior to bid due date and time as stated on Legal Notice to Bidders.

**CHANGES/ADDITIONS:**

This addendum is to change the scope of work on the ice arenas compressor rebuilds. Please submit a cost for each line item listed below should it require replacement. The Village of Bensenville shall retain the right to approve any recommended replacement items before the parts are ordered or any work in performed.

- \*Remove Crankshaft - Inspect and Recommend replacement at additional cost. \$ 10,021.00-4cylinder  
\$10965.00-6 cylinder
- \*Crank Shaft Pins - Inspect and Recommend replacement at additional cost. \$ 427.00 \_\_\_\_\_
- \*Main Bearings - Inspect and Recommend replacement at additional cost. \$ \_4672.00 \_\_\_\_\_
- \*Thrust Bearings - Inspect and Recommend replacement at additional cost. \$ \_2890.00 \_\_\_\_\_
- \*Cylinder Sleeve - Inspect and Recommend replacement at additional cost. \$ \_880.00 each \_\_\_\_\_
- \*Piston - Inspect and Recommend replacement at additional cost. \$ \_695.00 each \_\_\_\_\_

Company Name and Address  
DEPUE MECHANICAL  
113 S. RIDGE MINOOKA

Village of Bensenville  
Recreation Department  
Bensenville, IL 60106

Authorized Representative

\_\_\_\_\_  
Todd Finner  
Director of Recreation

STATE OF ILLINOIS     )  
                                          )SS.  
COUNTY OF LA SALLE )

CERTIFIED COPY OF CORPORATE  
RESOLUTIONS

I, the undersigned, hereby certify that I am the duly elected and acting Secretary of DePue Mechanical, Inc. and the keeper of the records and corporate seal of said corporation and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Directors of said corporation held in accordance with the bylaws of said corporation on the 24th day of September, 2009 and that the same are now in full force and effect:

**RESOLVED**, that LaSalle State Bank be and hereby is designated a depository in which the funds of this corporation may be deposited to the credit of this corporation by any officer, agent, or employee of the corporation;

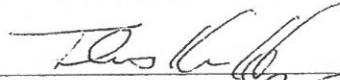
**FURTHER RESOLVED**, that James C. M. Jacobsen, Jr. (President) and Thomas H. Harrigan (Secretary/Treasurer) of this corporation be and hereby are authorized to borrow money from time to time on behalf of this corporation from the said bank, such sums of money for such times and upon such terms as may to them seem advisable and to execute in the name of the corporation notes, drafts, or agreements for the repayment of any sum so borrowed, and that they are hereby authorized to discount with the said bank any of the notes, bills receivable or acceptances held by this corporation upon such terms as they may deem advisable and to pledge or hypothecate as security to the said bank any of the notes, bonds, stocks, bills receivable, warehouse receipts and/or other documents, accounts, securities and/or property of the corporation, and to execute and deliver any and all endorsements or instruments of assignment or transfer which may be necessary or proper in such cases effectually to transfer to the said bank the properties so hypothecated or delivered;

**FURTHER RESOLVED**, that each of the foregoing resolutions shall continue in full force until express written notice of its rescision or modification has been received by the said bank, but if the authority contained in them should be revoked or terminated by operation of law

without such notice, it is resolved and hereby agreed for the purpose of inducing the said bank to act thereunder, that the said bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice;

**FURTHER RESOLVED**, that the Secretary of this corporation be and hereby is authorized to certify to said bank a copy of these resolutions and the names and signatures of the corporation's officers or employees authorized to sign checks or borrow funds as provided in these resolutions, and said bank is hereby authorized to rely upon such certificate until formally advised of any changes therein.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of this corporation this 25<sup>th</sup> day of September A.D. 2009.



Thomas H. Harrigan

**BID BOND**

**AMCO Insurance Company**  
**Nationwide Mutual Insurance Company**  
**Allied Property & Casualty Insurance Company**  
1100 Locust St., Dept 2006 Des Moines, IA 50391-2006  
(866) 387-0457

**CONTRACTOR:**  
DePue Mechanical Inc.  
113 S. Ridge Rd., P.O. Box 857  
Minooka, IL 60447

**SURETY:**  
AMCO Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

**OWNER:**  
Village of Bensenville  
Recreation Department  
Bensenville, IL 60106

**BOND AMOUNT:** 5% Five Percent of the Total Bid Estimate

**PROJECT:**  
2017 Ice Arena Compressor Rebuilds

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

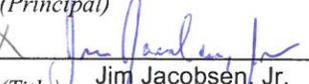
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of June, 2017

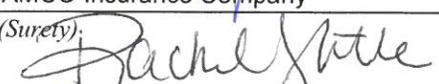
X   
\_\_\_\_\_  
(Witness)

DePue Mechanical Inc.  
\_\_\_\_\_  
(Principal) (Seal)

X   
\_\_\_\_\_  
(Title) Jim Jacobsen, Jr.

AMCO Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Title) Rachel Lightle, Attorney-in-Fact

# Power of Attorney

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

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

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

**RACHEL A LIGHTLE  
KAYLA SAMOLINSKI**

**JEFF M KRZYANIAK  
KATHLEEN A BAUER**

**SHELLY A. SAMOLINSKI  
NANCY J ROACH**

## SPRING VALLEY IL

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

**ONE MILLION AND NO/100 DOLLARS**

**\$ 1,000,000.00**

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 thereto; 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 13<sup>th</sup> 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 13<sup>th</sup> 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 Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

## CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true 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 Secretary, and affixed the corporate seals of said Companies this 13<sup>th</sup> day

of June, 2014.

  
Secretary

This Power of Attorney Expires 07/12/18

**BIDDER INFORMATION SHEET**

NAME: (PRINT) Robert A. Dobbins  
Vice President - Client Services Group

SIGNATURE: 

COMPANY NAME: (PRINT)

AMS Mechanical Systems, Inc.

ADDRESS: 9341 Adam Don Parkway

Woodridge, IL 60517

TELEPHONE: (630) 887-7700

FACSIMILE: (630) 887-0770

EMAIL: rdobbins@ams-pmt.com

Please Return to: Corey Williamsen  
Deputy Village Clerk  
Village of Bensenville  
12 S Center St.  
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope plainly marked: **Ice Arena Compressor Rebuilds – Bid**. The bids must be received by (ten days after legal notice printed in paper) **11:00am on Wednesday, JUNE 14, 2017**. They will be publicly opened and read on **Thursday, JUNE 15, 2017 at 9:00am** in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. **Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier will disqualify the bid.**

Any bid submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

## BID PRICE FORM

The undersigned, having become familiar with the specifications and local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in these contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents including insurance requirements, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the Ice Arena Compressor Rebuilds project.

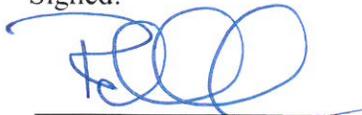
Unit prices shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the Bid Proposal. This Unit price will include all costs associated with the Ice Arena Compressor Rebuilds project.

Unless otherwise specified, all bids shall be binding for ninety (90) days following the Bid opening date.

<u>Year</u>	<u>Unit</u>	<u>Bid Amount for Unit</u>
2017	Compressor #1 John St (Model # N4WB)	\$10,900.00
2017	Compressor #2 John St (Model # N4WB)	\$10,900.00
2017	Compressor #3 Jefferson St (Model # C6-Wo6A)	\$14,300.00
		<b>Total Amount</b>
2017	Total Cost Certification	\$36,100.00

**The Village Board reserves the right to reject any and all Bids or portions thereof**

Signed:

  
 \_\_\_\_\_  
 Authorized Signature

Where bidder is a corporation, add:

Attest:   
 \_\_\_\_\_  
 (Secretary or other authorized officer)

Date: June 13, 2017

(CORPORATE SEAL)

Village of Bensenville Ice Arena Compressor Rebuilds - BID



**REFERENCE SUBMITTAL**

All bidders are required to furnish **three (3)** references from previous clients for whom they have performed similar work. (At least two of the references **MUST** be municipalities.)

Municipality or Firm: Leaf's Ice Centre

Name/Position of Contact: Tyler de Verneuil

Address: 801 Wesemann Drive

City: West Dundee State: IL Zip: 60118

Telephone Number: (847) 844-8700 x224 Email: tyler@fairviewmgmtllc.com

\*\*\*\*\*

Municipality or Firm: Saddle & Cycle Club

Name/Position of Contact: Rik Carlson

Address: 900 W. Foster Ave.

City: Chicago State: IL Zip: 60640

Telephone Number: (773) 275-6600 x119 Email: rcarlson@saddleandcycle.com

\*\*\*\*\*

Municipality or Firm: Fox Valley Ice Arena

Name/Position of Contact: Matt Leonard

Address: 1996 S. Kirk Road

City: Geneva State: IL Zip: 60134

Telephone Number: (630) 262-0690 x120 Email: mleonard@fvia.us

\*\*\*\*\*

**CONTRACTOR' S KEY PERSONNEL**

At a minimum, the project team shall consist of the following personnel:

- A Project Manager with five (5) years' experience in compressor rebuilds.

Project Manager Name: Glenn F. Gongola

Compressor Rebuilds Experience as Manager (Years) 47 Years

Compressor Rebuilds Projects as Manager (Number) 100

Listing of Projects Managed:

Glacier Ice Arena

Wilmette Ice Arena

Pepsi Munster IN

\*\*\*\*\*

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

1. **NON-DISCRIMINATION IN EMPLOYMENT** - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.
2. **PREVAILING WAGES** - Not less than the prevailing rate of wages as found by Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract, pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/1.
3. **PERMITS AND LICENSES** - The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract, and /or required by municipal, state and federal regulations and law.

#### **4. REMOVAL OR SUSPENSION OF BIDDERS**

The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Bidder will be given notice of such removal or suspension if:

- A. Services performed do not comply with specifications of contract with the contractor;
- B. Work is not done within the contract's specified timeframe;
- C. An offer is not kept firm for the length of time specified in the contract;
- D. Contractor fails to provide performance bond when required by invitation to bid;
- E. Contractor is found guilty of collusion;
- F. Bankruptcy or other evidence of insolvency is found;
- G. An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

#### **5. COMPLIANCE TO LAW**

**5.1** The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

**5.2** All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.).

#### **6. CONDITIONS FOR BIDDING**

##### **6.1 Bid Definitions -**

- A. Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work/specifications, bid price form and proposed contract documents including addenda posted prior to receipt of bids.
- B. Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

**6.2 Bid Price Form** – Prices shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked “**Ice Arena Compressor Rebuilds- Bid**”.

**6.3 Late Bids** – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

**6.4 Withdrawal of Bids** - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an

integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

**6.5 Examination of Bidding Documents** - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, **post all addenda on the Village website ([www.bensenville.il.us](http://www.bensenville.il.us)) under “Business” heading.** Addenda shall not be made less than four (4) days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village nor the Architect or Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Deputy Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

**6.6 Mistake in Bid and Bid Changes** - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

**6.7 Bid Binding** - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.

**6.8 Changes in Contract Documents** - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. It is the bidder's responsibility to regard all addenda which will be posted on Village website at least four (4) days prior to date established for receipt of bids.

**6.9 Response to Invitations** - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.

**6.10 Bid Attachments** - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.

**6.11 Bidder's Competence** - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractors's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.

**6.12 Bid Opening** - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.

**7. AWARD, REJECTION or DISQUALIFICATION OF BIDS** - Contracts are awarded to the lowest responsible bidder. The Bidder acknowledges the right of the Village to reject any or all Bids and to waive informality or irregularity in any Bid received and to award each item to different Bidders or all items to a single Bidder (to accept, split, and or reject part(s) of any of all Bids). In addition, the Bidder recognizes the right of the Village to reject a Bid if the Bidder failed to furnish any required Bid security or to submit the data required by the Bidding documents, or if the Bid is in any way determined by the Village to be incomplete or irregular.

**7.1** Responsibility of a bidder is determined by taking the following into consideration:

- A. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- B. The ability, capacity, and skill of the Bidder to perform the Contract to provide the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. The quality of performance of previous contracts of services;
- E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service;
- F. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- G. The number and scope of conditions attached to the Bid;
- H. Responsiveness to the exact requirements of the invitation to bid;
- I. The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. The financial resources of the Bidder;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration; and
- O. Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness.
- P. Any other evidence of bidder's responsibility as determined by the Village.

**7.2** The Village may reject any and all Bids, and may re-advertise for new bids.

**7.3** The following may be cause for disqualification of a submitted Bid:

- A. Prices excessively high and/or exceed monies available for the intended purchases;
- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in conformance to the required format; or qualification of price to protect the Bidder from unknown future market conditions;

- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- H. Bidder fails to submit required information, literature, samples, or affidavits with Bid;
- I. Late Bids;
- J. Failure of any authorized person to sign the Bid; and
- K. Bidder is prohibited by local, state or federal law from entering into public contracts.

7.4 Village staff is authorized to independently investigate matters of bidder's responsibility and verify any statement made to the Village by the bidder.

7.5 **NOTICE OF AWARD** – After the acceptance and award of the bid, and upon receipt of a purchase order executed by the proper Village officials, this instruction to bidders, including specifications, and bid price form constitutes part of the legal contract between the Village of Bensenville and the Contractor.

## 8. **CONTRACT PROVISIONS**

8.1 **MATERIAL, EQUIPMENT, AND WORKMANSHIP**: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. Contractor shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.

8.2 **CATALOGS** - Each Bidder shall submit when necessary, or when requested by the Deputy Clerk, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the Specifications, necessary to fully illustrate and describe the material or Work proposed to be furnished. When equipment requires installation, the successful Bidder shall submit detailed shop drawings to the Deputy Clerk for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

8.3 **SAMPLES** - Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at Bidder's expense. Each sample must be marked with Bidder's name, address, subject of proposal, date, and time of bid opening. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**

8.4 **SPECIAL HANDLING** - Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Bidder will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Bidder shall also notify the Village and

provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of the Bid.

- 8.5 TRAINING, DEMONSTRATIONS** - Training will be required by the Bidders to the Village of Bensenville employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.
- 8.6 SHOP DRAWINGS** - When contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or designee, for approval. Drawings shall show the characteristics of equipment and operation details.
- 9. VILLAGE SUPERVISION** - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 10. SAFETY/LOSS PREVENTION PROGRAM** – The Village may request that the contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.
- 11. VENUE** – The parties hereto agree that for the purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.
- 12. DELIVERY**
- A. Bid items must be delivered within sixty (60) days from the date of execution of the Contract unless a specific delivery date is stated on the bid. The Village may cancel the Contract without obligation if Delivery requirements are not met. If said Contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m.
  - B. Shipments shall become the property of the Village after delivery and acceptance.
  - C. Bid price shall include delivery as indicated herein.
  - D. All prices must be quoted F.O.B. Bensenville, Illinois.
  - E. CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and

malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.

**13. VILLAGE INSURANCE REQUIREMENT** – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

**A. Minimum Scope of Insurance Coverage shall be at least as broad as:**

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- 2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- 3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 “Any Auto.”
- 4) Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

**B. Minimum Limits of Insurance Contractor shall maintain limits no less than:**

- 1) Commercial General Liability \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 or a project/contract specific aggregate of \$5,000,000.
- 2) Business Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker’s Compensation and Employers’ Liability: Workers’ Compensation coverage with statutory limits and Employers’ Liability limits of \$2,000,000 per accident.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

**1) General Liability and Automobile Liability Coverages**

- a. The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured’s as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the

scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

- b. The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2) Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

**3) All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

**F. Verification of Coverage**

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

**G. Subcontractors – PROHIBITED for this CONTRACT**

**H. Assumption of Liability**

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or

persons occasioned by or in any way arising out of any work performed pursuant to this agreement

**I. Indemnity/Hold Harmless Provision**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

**14. DEFAULT** - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- If the contractor/vendor fails to make delivery of materials or to perform the services within the time specified herein or any extension hereof; or
- If the contractor/vendor fails to make progress so as to endanger performance of the contract; or
- If the contractor/vendor fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

**15. ALTERNATE MATERIALS AND EQUIPMENT** - Where specifications read “or approved equal”, contractor shall direct a written description to the Public Works

Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

**16. BIDDER'S ACCESS TO PROCUREMENT INFORMATION** - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

**17. ACCEPTANCE** - Contracted work will be considered accepted when final payment is made.

**18. PAYMENT**

A. For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

B. For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

**19. PAYMENT WITHHELD** - The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the contractor to make payments properly to subcontractors or for material or labor;
- D. Damage to other contractors' tools, materials, work or equipment;
- E. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

**20. DEDUCTIONS FOR UNCORRECTED WORK** - If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

21. **LIENS** – The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).
22. **REORDERS** - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.
23. **GUARANTEES AND WARRANTIES**
- A. All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
  - B. All warranties for materials or equipment must be received with title before payment for same is recommended.
24. **CHANGES/ADDITIONAL SERVICES/DELETIONS** - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.
25. **CHANGE ORDER AUTHORIZATION** - Pursuant to Public Act 85-1295 (720 ILCS 5/33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:
- A. Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
  - B. The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
  - C. The change is in the best interest of the Village.

***The party authorized to execute the above certification is the Village of Bensenville.***

**VENDOR:**



\_\_\_\_\_  
Signature

Robert A. Dobbins  
Vice President - Client Services Group  
\_\_\_\_\_  
Title

June 13, 2017  
\_\_\_\_\_  
Date

**Village of Bensenville:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VILLAGE OF BENSENVILLE  
BID COMPLIANCE CERTIFICATION**

I, Robert A. Dobbins, having been first duly sworn, depose and  
(owner/authorized company representative)  
state as follows:

AMS Mechanical Systems, Inc. ("Contractor"), having submitted a proposal  
for:  
(Name of Company)

Edge Ice Arena to the Village of Bensenville, hereby  
certifies that said Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that  
All Employee Drivers  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.
4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).
7. will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. as applicable.

By: [Signature]  
(Officer or Owner of Company stated above)

Robert A. Dobbins  
Title: Vice President - Client Services Group

SUBSCRIBED AND SWORN to before me

this 13th day of June, 2017.

[Signature]  
NOTARY PUBLIC





12 S. Center St.  
Bensenville, IL 60106

Office: 630.766.8200  
Fax: 630.594-1105

www.bensenville.il.us

**VILLAGE BOARD**

**President**  
Frank DeSimone

**Board of Trustees**  
Rosa Carmona  
Ann Franz  
Agnieszka "Annie" Jaworska  
McLane Lomax  
Nicholas Panicola Jr.  
Armando Perez

**Village Clerk**  
Nancy Duinn

**Village Manager**  
Evan K. Summers

**Addendum to Invitation to Bid – Ice Arena Compressor Rebuilds**

Date: June 5, 2017

**ADDENDUM # 1**

The above Invitation to Bid.  
Bid opening remains: Thursday June 15, 2017 (9:00am)

**Acknowledge receipt of this addendum prior to Bid Opening by referencing this Addendum on the offer submitted. Failure to acknowledge addendum may result in rejection of your offer.**

If you have already submitted your bid and need to change it based on this Addendum, please submit a sealed letter that references this bid and addendum on envelope. Submit prior to bid due date and time as stated on Legal Notice to Bidders.

**CHANGES/ADDITIONS:**

This addendum is to change the scope of work on the ice arenas compressor rebuilds. Please submit a cost for each line item listed below should it require replacement. The Village of Bensenville shall retain the right to approve any recommended replacement items before the parts are ordered or any work in performed.

- \*Remove Crankshaft - Inspect and Recommend replacement at additional cost. **\$27,000.00**
- \*Crank Shaft Pins - Inspect and Recommend replacement at additional cost. **Included above item**
- \*Main Bearings - Inspect and Recommend replacement at additional cost. **\$12,600.00**
- \*Thrust Bearings - Inspect and Recommend replacement at additional cost. **\$12,600.00**
- \*Cylinder Sleeve - Inspect and Recommend replacement at additional cost. **\$16,900.00**
- \*Piston - Inspect and Recommend replacement at additional cost. **\$17,600.00**

**\*NOTE: Pricing is for three (3) compressors**

AMS Mechanical Systems, Inc.  
9341 Adam Don Parkway  
Woodridge, IL 60517

Village of Bensenville  
Recreation Department  
Bensenville, IL 60106

  
\_\_\_\_\_  
Authorized Representative  
Robert A. Dobbins, Vice President

\_\_\_\_\_  
Todd Finner  
Director of Recreation

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
**AMS Mechanical Systems, Inc.**

**9341 Adam Don Parkway  
Woodridge, IL 60517**

**OWNER:**  
*(Name, legal status and address)*

**Village of Bensenville  
12 South Center Street  
Bensenville, IL 60105**

**BOND AMOUNT: \*\*\*FIVE PERCENT OF AMOUNT BID\*\*\***

**SURETY:**  
*(Name, legal status and principal place of business)*

**Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
**Ice Arena Compressor Rebuilds**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **14th** day of **June**, **2017**  
**AMS Mechanical Systems, Inc.**  
*(Principal)* **Mary Witt-Bruce**  
*(Title)* **Corporate Secretary**  
**Liberty Mutual Insurance Company**  
*(Surety)* **Todd Schaap**  
*(Title)* **Todd Schaap, Attorney-in-Fact**



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7475303

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Eric Olson; Kimberly S. Rasch; Thomas O. Chambers; Todd Schaa

all of the city of Franksville, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of September, 2016.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14 day of June, 2017.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF WISCONSIN )

COUNTY OF **Kenosha** )

ON THIS 14th day of June, 2017,

before me, a notary public, within and for said County and State, personally appeared \_\_\_  
Todd Schaap to me personally known, who being duly sworn,  
upon oath did say that he is the Attorney-in-Fact of and for the \_\_\_\_\_  
Liberty Mutual Insurance Company, a corporation  
of Massachusetts, created, organized and existing under and  
by virtue of the laws of the State of Massachusetts; that the corporate seal  
affixed to the foregoing within instrument is the seal of the said Company; that the seal  
was affixed and the said instrument was executed by authority of its Board of Directors;  
and the said Todd Schaap did acknowledge that he/she  
executed the said instrument as the free act and deed of said Company.

  
\_\_\_\_\_  
Kimberly S. Rasch  
Notary Public, **Kenosha** County, Wisconsin  
My Commission Expires **1/22/2018**



# Village of Bensenville

**Invitation to Bid with Specifications**

**2017**

**Ice Arena Compressor Rebuilds**



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

**Bensenville Recreation Department**  
**735 E. Jefferson St. Bensenville, IL 60106**  
**Phone: 630-766-8888 Fax: 630-594-1143**  
[www.Bensenville.il.us](http://www.Bensenville.il.us)

## **BID SPECIFICATIONS**

# **Ice Arena Compressor Rebuilds**

### **GENERAL TERMS AND CONDITIONS**

1. **CONDITIONS** - Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

### 2. **BID SECURITY**

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

2.3 Upon execution of the contract, the Bid deposit will be returned. Failure of the bidder to execute a contract after notification of award of contract will result in forfeiture of the Bid deposit. The Bid deposit shall be retained by the Village of Bensenville as liquidated damages and not as a penalty.

2.4 Bid deposits of all unsuccessful Bidders will be returned after a contract has been executed by the successful Bidder.

3. **ADJUSTMENTS TO CONTRACT** - Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

4. **MULTI-YEAR CONTRACT** - Contracts with duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

### 5. **DAMAGES TO PROPERTY**

8. **SAFETY** - While working within the Village of Bensenville rights-of-way, the contractor shall conform to IDOT *Standard Specifications for Road and Bridge Construction* for work zone safety.

9. **TAX EXEMPT STATUS** – The Village is exempt, by law, from paying State or Local Retailer’s Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

10. **PRICING** - All pricing for goods and services included in this bid shall be good through December 31, 2017.

### **SCOPE OF WORK**

Bidding requirements, general terms and conditions, scope of work and other special requirements are hereby made part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

The specifications contained herein describe the minimum requirements of the VILLAGE and any omission shall not relieve the CONTRACTOR of furnishing quality service in a timely manner.

**I. EXPERIENCE OF KEY PERSONNEL:** The CONTRACTOR shall provide the VILLAGE with the services contained herein in a safe, efficient and professional manner. As a condition, CONTRACTOR must provide experienced, courteous, professional, trained and qualified personnel. At a minimum, the project team shall consist of the following personnel:

- A Project Manager with five (5) years of experience in ice arena compressor rebuild service work.

**II. SAFETY:** The successful bidder must adhere to all OSHA and state of Illinois safety standards.

**BIDDER INFORMATION SHEET**

NAME: (PRINT) **Heather AnCel**

SIGNATURE: 

COMPANY NAME: (PRINT)

**Hayes Mechanical**

ADDRESS: **5959 S Harlem Ave**

**Chicago, IL 60638**

TELEPHONE: **773-292-2580**

FACSIMILE: **773-784-0010**

EMAIL: **hancel@hayesmechanical.com**

Please Return to: Corey Williamsen  
Deputy Village Clerk  
Village of Bensenville  
12 S Center St.  
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope plainly marked: **Ice Arena Compressor Rebuilds – Bid**. The bids must be received by (ten days after legal notice printed in paper) **11:00am on Wednesday, JUNE 14, 2017**. They will be publicly opened and read on **Thursday, JUNE 15, 2017 at 9:00am** in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. **Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier will disqualify the bid.**

Any bid submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

**REFERENCE SUBMITTAL**

All bidders are required to furnish **three (3)** references from previous clients for whom they have performed similar work. (At least two of the references **MUST** be municipalities.)

Municipality or Firm: Arkema

Name/Position of Contact: Warren Sullins / Maintenance

Address: 9502 B Baypart Blvd

City: Pasadena State: TX Zip: 77507

Telephone Number: 713-751-7225 Email: warren.sullins@arkema.com

\*\*\*\*\*

Municipality or Firm: UTMB

Name/Position of Contact: Collin Hartwell / Reliability Engineer

Address: 301 University Blvd

City: Galveston State: TX Zip: 77555

Telephone Number: \_\_\_\_\_ Email: jchartwe@utmb.edu

\*\*\*\*\*

Municipality or Firm: Enterprise

Name/Position of Contact: David Wright

Address: 10207 FM 1942

City: Mont Belvieu State: TX Zip: 77580

Telephone Number: 832-501-4267 Email: dwright@eprod.com

\*\*\*\*\*

#### **4. REMOVAL OR SUSPENSION OF BIDDERS**

The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Bidder will be given notice of such removal or suspension if:

- A. Services performed do not comply with specifications of contract with the contractor;
- B. Work is not done within the contract's specified timeframe;
- C. An offer is not kept firm for the length of time specified in the contract;
- D. Contractor fails to provide performance bond when required by invitation to bid;
- E. Contractor is found guilty of collusion;
- F. Bankruptcy or other evidence of insolvency is found;
- G. An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

#### **5. COMPLIANCE TO LAW**

**5.1** The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

**5.2** All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.).

#### **6. CONDITIONS FOR BIDDING**

##### **6.1 Bid Definitions -**

- A. Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work/specifications, bid price form and proposed contract documents including addenda posted prior to receipt of bids.
- B. Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

**6.2 Bid Price Form** – Prices shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked “**Ice Arena Compressor Rebuilds- Bid**”.

**6.3 Late Bids** – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

**6.4 Withdrawal of Bids** - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an

**7. AWARD, REJECTION or DISQUALIFICATION OF BIDS** - Contracts are awarded to the lowest responsible bidder. The Bidder acknowledges the right of the Village to reject any or all Bids and to waive informality or irregularity in any Bid received and to award each item to different Bidders or all items to a single Bidder (to accept, split, and or reject part(s) of any of all Bids). In addition, the Bidder recognizes the right of the Village to reject a Bid if the Bidder failed to furnish any required Bid security or to submit the data required by the Bidding documents, or if the Bid is in any way determined by the Village to be incomplete or irregular.

**7.1** Responsibility of a bidder is determined by taking the following into consideration:

- A. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- B. The ability, capacity, and skill of the Bidder to perform the Contract to provide the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. The quality of performance of previous contracts of services;
- E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service;
- F. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- G. The number and scope of conditions attached to the Bid;
- H. Responsiveness to the exact requirements of the invitation to bid;
- I. The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. The financial resources of the Bidder;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration; and
- O. Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness.
- P. Any other evidence of bidder's responsibility as determined by the Village.

**7.2** The Village may reject any and all Bids, and may re-advertise for new bids.

**7.3** The following may be cause for disqualification of a submitted Bid:

- A. Prices excessively high and/or exceed monies available for the intended purchases;
- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in conformance to the required format; or qualification of price to protect the Bidder from unknown future market conditions;

provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of the Bid.

- 8.5 TRAINING, DEMONSTRATIONS** - Training will be required by the Bidders to the Village of Bensenville employees if deemed necessary by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.
- 8.6 SHOP DRAWINGS** - When contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or designee, for approval. Drawings shall show the characteristics of equipment and operation details.
- 9. VILLAGE SUPERVISION** - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 10. SAFETY/LOSS PREVENTION PROGRAM** - The Village may request that the contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.
- 11. VENUE** - The parties hereto agree that for the purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.
- 12. DELIVERY**
- A. Bid items must be delivered within sixty (60) days from the date of execution of the Contract unless a specific delivery date is stated on the bid. The Village may cancel the Contract without obligation if Delivery requirements are not met. If said Contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m.
  - B. Shipments shall become the property of the Village after delivery and acceptance.
  - C. Bid price shall include delivery as indicated herein.
  - D. All prices must be quoted F.O.B. Bensenville, Illinois.
  - E. CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and

scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

- b. The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2) Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

**3) All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

**F. Verification of Coverage**

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

**G. Subcontractors – PROHIBITED for this CONTRACT**

**H. Assumption of Liability**

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or

Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

**16. BIDDER'S ACCESS TO PROCUREMENT INFORMATION** - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

**17. ACCEPTANCE** - Contracted work will be considered accepted when final payment is made.

**18. PAYMENT**

A. For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

B. For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

**19. PAYMENT WITHHELD** - The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the contractor to make payments properly to subcontractors or for material or labor;
- D. Damage to other contractors' tools, materials, work or equipment;
- E. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

**20. DEDUCTIONS FOR UNCORRECTED WORK** - If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

**VENDOR:**

*[Handwritten Signature]*  
Signature

*Service Manager*  
Title

*6-14-17*  
Date

**Village of Bensenville:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Date: 6-7-17**  
**Proposal / HAY057**

Attn: Corey Williamsen

Mr. Williamsen

Hayes Mechanical is pleased to submit the following proposal for a standard rebuild one (1) Mycom N4WB Reciprocating Compressor. We propose to furnish the service specified herein and include the following scope of work:

- Disassemble compressor and inspect crank shaft, crank shaft pins and bearings.
- Inspect cylinder sleeves and valve sealing surfaces.
- Inspect pistons.
- Inspect suction and discharge valve cages.
- Clean and inspect oil strainer, suction strainer.
- Clean water side of oil cooler.
- Compressor housing will be power brushed and solvent washed.
- All drilled passage ways will be cleaned with solvent and blown clear with compressed air.
- Compressor will be rebuilt using factory Mycom parts.
- New parts will be dimensionally checked and measurements recorded on the rebuild log.
- All clearances and runouts will be recorded in the rebuild report.
- The unit will be leaked checked using an electronic leak detector after pressurizing with refrigerant and dry nitrogen.
- After the leak test is complete, the unit will be evacuated and charged with dry nitrogen.
- Compressor will be painted with amerlock / amersheild epoxy.
- Provide Inspection / Rebuild report.
- Estimated rebuild will be 5 to 7 work days after all parts are on hand.

**Parts Included In Standard Rebuild:**

- Shaft seal kit
- Suction valves
- Suction valve springs
- Connecting rod bushings
- Rod bearings
- Piston pin
- Piston ring set
- Discharge valves
- Discharge Valve Springs
- Gasket set
- O-ring set
- Oil pump

The price to complete the above scope (per compressor) is \$8,841.00

Exclusions:

- Freight is not included.
- Lead time is based on current workload and is subject to change.

Clarifications:

- Any parts that fail inspection such as; crank shaft, main bearings, thrust bearing, sleeves, pistons, valve plates etc. will be quoted separately.
- Standard warranty is for normal usage for a period of 12 months from installation and startup or 18 months from original purchase of said equipment, whichever comes first.

This price does not include any applicable National, State or local taxes and is based on the work being performed on a straight time basis, between the hours of 8:00 AM and 4:30 PM, Monday through Friday excluding holidays. This quote shall remain in effect for 90 days from above date.

Please review the scope of work and services being provided as defined above. Thank you for your interest in Hayes Mechanical maintenance and energy services. If you have any questions please feel free to call me at 281-703-8645.

Sincerely yours,

Hayes Mechanical  
Dwayne Young  
Shop Manager  
Phone: 281-703-8645  
[dyoung@hayesmechanical.com](mailto:dyoung@hayesmechanical.com)  
[www.hayesmechanical.com](http://www.hayesmechanical.com)

**Upon Proposal Acceptance:**

This proposal and alternates listed above are hereby Accepted and Hayes Mechanical is authorized to Proceed with work; subject, however to credit approval by Hayes Mechanical.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

**Date: 6-7-17**  
**Proposal / HAY058**

Attn: Corey Williamsen

Mr. Williamsen,

Hayes Mechanical is pleased to submit the following proposal for a standard rebuild one (1) Mycom C6-W06A Reciprocating Compressor. We propose to furnish the service specified herein and include the following scope of work:

- Disassemble compressor and inspect crank shaft, crank shaft pins and bearings.
- Inspect cylinder sleeves and valve sealing surfaces.
- Inspect pistons.
- Inspect suction and discharge valve cages.
- Clean and inspect oil strainer, suction strainer.
- Clean water side of oil cooler.
- Compressor housing will be power brushed and solvent washed.
- All drilled passage ways will be cleaned with solvent and blown clear with compressed air.
- Compressor will be rebuilt using factory Mycom parts.
- New parts will be dimensionally checked and measurements recorded on the rebuild log.
- All clearances and runouts will be recorded in the rebuild report.
- The unit will be leaked checked using an electronic leak detector after pressurizing with refrigerant and dry nitrogen.
- After the leak test is complete, the unit will be evacuated and charged with dry nitrogen.
- Compressor will be painted with amerlock / amersheild epoxy.
- Provide Inspection / Rebuild report.
- Estimated rebuild will be 5 to 7 work days after all parts are on hand.

**Parts Included In Standard Rebuild:**

- Shaft seal kit
- Suction valves
- Suction valve springs
- Connecting rod bushings
- Rod bearings
- Piston pin
- Piston ring set
- Discharge valves
- Discharge Valve Springs
- Gasket set
- O-ring set
- Oil pump

The price to complete the above scope is \$10,825.00.

Clarifications:

- Any parts that fail inspection such as; crank shaft, main bearings, thrust bearing, sleeves, pistons, valve plates etc. will be quoted separately.
- Standard warranty is for normal usage for a period of 12 months from installation and startup or 18 months from original purchase of said equipment, whichever comes first.

Exclusions:

- Freight is not included.
- Lead time is based on current workload and is subject to change.

This price does not include any applicable National, State or local taxes and is based on the work being performed on a straight time basis, between the hours of 8:00 AM and 4:30 PM, Monday through Friday excluding holidays. This quote shall remain in effect for 90 days from above date.

Please review the scope of work and services being provided as defined above. Thank you for your interest in Hayes Mechanical maintenance and energy services. If you have any questions please feel free to call me at 281-703-8645.

Sincerely yours,

Hayes Mechanical  
Dwayne Young  
Shop Manager  
Phone: 281-703-8645  
[dyoung@hayesmechanical.com](mailto:dyoung@hayesmechanical.com)  
[www.hayesmechanical.com](http://www.hayesmechanical.com)

**Upon Proposal Acceptance:**

This proposal and alternates listed above are hereby Accepted and Hayes Mechanical is authorized to Proceed with work; subject, however to credit approval by Hayes Mechanical.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_



# GREAT AMERICAN INSURANCE COMPANY

OHIO

## BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:  
(Name, legal status and address)

Hayes Mechanical LLC  
5959 S. Harlem Ave.  
Chicago, IL 60638

SURETY:  
(Name, legal status and principal place of business):

Great American Insurance Company  
301 East Fourth Street  
Cincinnati, OH 45202

OWNER:  
(Name, legal status and address)

Village of Bensenville  
12 S. Center Street  
Bensenville, IL 60106

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:  
(Name, location or address, and Project number, if any)

Compressor Rebuild

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of June, 2017.

(Witness)

Hayes Mechanical LLC  
(Principal) (Seal)

(Witness) Karen E. Socha



GREAT AMERICAN INSURANCE COMPANY  
(Seal)  
(Attorney-in-Fact) William T. Krumm

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois }  
County of Cook } ss:

On this 14<sup>th</sup> day of June in the year two thousand seventeen, before me, Kathleen Moesle-Weaver, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared William T. Krumm known to me to be the duly authorized Attorney-in-fact of the Great American Insurance Company and the same person whose name William T. Krumm duly acknowledged to me that he subscribed the name of the Great American Insurance Company and thereto as Surety and his own name as Attorney-in-fact. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires  
1/7/2020

Kathleen Moesle Weaver  
Notary Public in and for Kathleen Moesle-Weaver  
City, State of Rolling Meadows, Illinois



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

Bond No. Bid Bond

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
William T. Krumm	2850 Golf Road Rolling Meadows, IL 60008	\$100,000,000.00

Principal: Hayes Mechanical LLC  
Obligee: Village of Bensenville

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal herunto affixed this 14th day of June, 2017.

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C B*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14th day of June, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-19-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

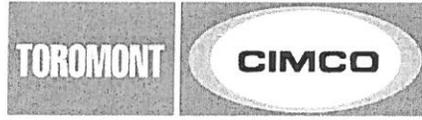
**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of June, 2017.



*My L C B*  
Assistant Secretary



June 14, 2017

Mr. Corey Williamsen  
Village of Bensenville  
12 S. Center St.  
Bensenville, IL 60106-2130  
USA

**Ref (a): 2017 Ice Arena Compressor Rebuilds (REC053017)**

**Quote #: 14062017-IV**

Dear Mr. Williamsen,

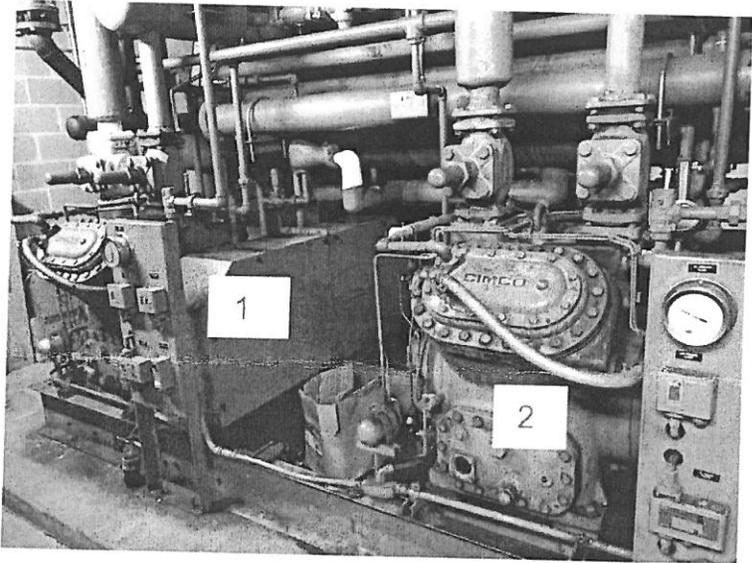
Cimco Refrigeration Inc. is pleased to provide a proposal for **Ref (a)**.

The quantity of ammonia reciprocating compressors Major Overhauls (Rebuild) per **Ref (a)** is three identified for this Scope of Work as Compressor # 1, # 2, and # 3. Compressor # 1 is located in a separate facility than Compressor 2 & 3. At this time, Compressor # 1 is idle while Compressors 2 & 3 are in operation. The shutdown of Compressors 2 & 3 and the operation of the ice surface availability will be coordinated by owner.

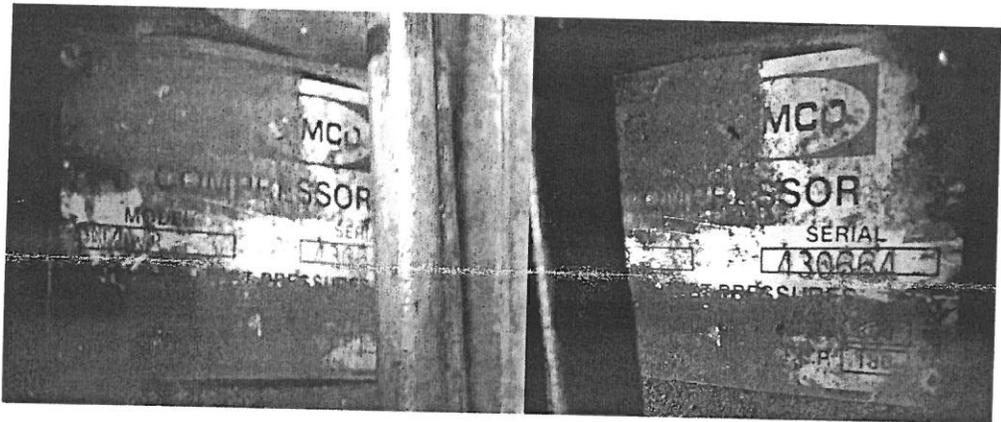
Compressor # 1: Model C6W06A Serial Number 98128; 6 Cylinder



Compressors # 2 & # 3:



Compressor # 2: Model N4WB Serial Number 430664; 4 Cylinder



Compressor # 3: Model N4WB Serial Number 430681; 4 Cylinder



Cimco Refrigeration does not have Maintenance Logs or historical records to evaluate if in the case of Compressor 2 & 3, the capacity of running one of the Compressors while the other compressor is overhauled, will or will not effect of the ice quality. It is recommended to have the compressors idle and plan for a shut-down.

**Not Included:**

1. The above pricing does not include Asbestos abatement or removal.
2. All work to be performed by CIMCO and our sub trades would be during regular working hours.
3. Provide opening or openings to allow entry of equipment into building and to its final location in the building.
4. Additional refrigerant charge if necessary.
5. If during the pump out of the refrigeration system, the shutoff valves do not hold the time and expenses required to remove the refrigerant, and repair the valves will be charged on a Time and Material basis.
6. Any associated costs of de-registering equipment with the TSSA.
7. It is understood that CIMCO will use professional care in performing the above services and shall not be liable for failure to other components associated with this repair.
8. Environmental disposal and testing of existing refrigerant, glycol, brine, water, material or any other substance not mentioned.
9. Any material or work not covered in this quotation or mentioned in the owner's obligations will be the responsibility of the owner.
10. Electrical controls, electrical power, or a Certified Electrician
11. Insulation.
12. If mechanic is required to stay for additional work outside of quoted above you will be invoiced based on CSR plus any hotel and food costs.

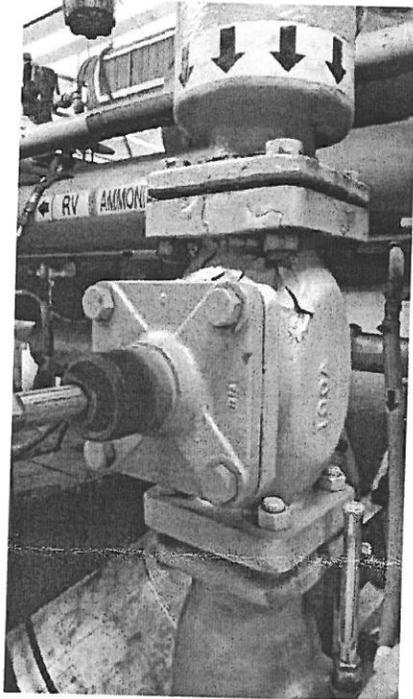
Subtotal Price including Freight & labor..... \$ 25,942.02  
Tax 8% estimates..... \$ 728.44  
Total Fixed Price..... \$ 26,670.46

Quote is valid for 30 days. Afterwards subject to review.

Special Clause: The price of \$ 26,670.46 is contingent there are no unexpected delays not caused by the Cimco Technicians, or thru the Technicians due diligence they run into unforeseen circumstances or conditions related to the Scope of Work, that stops and or delays the service. If this occurs, the Technicians will immediately contact the facility manager or supervisor to review next steps and approvals. It is not uncommon for compressors of this age to require additional parts shipped in overnight. We recommend including in your budget a 10% percentage to the total as contingency add on amount. Please take into consideration there is no guarantee the 10% will, or will not cover the unforeseen condition. However, the 10% should cover small items not commonly part of Rebuilds. Example photos are provided below for a recent compressor overhaul in Bloomington IL that needed parts to be shipped in.



2 Crankcase oil screen



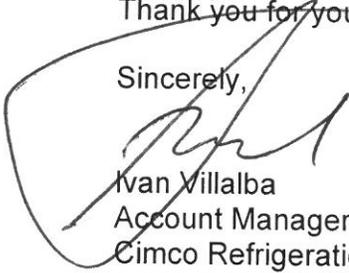
2 seal kits for the compressor suction valves



6 gasket seals for the valve stem caps

Thank you for your review and remain available for any questions.

Sincerely,

  
Ivan Villalba  
Account Manager  
Cimco Refrigeration  
1-502-263-9262

# Acceptance

For **14062017-IV**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

PO# \_\_\_\_\_

Cimco Refrigeration commonly request 20% down payment. If this is an issue, please advise for we can review with Cimco Management.

If your account has not been established with Cimco Refrigeration USA or Canada, we will send you a Credit Application. Without a Credit Application submission, the terms are 50% before the order and the balance before completion.

## TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORISED OFFICER OF CIMCO REFRIGERATION INC. (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL, WHICHEVER IS LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN THIRTY DAYS OF THE DATE OF QUOTATION.

### 1. TITLE

(a) The title and ownership to and in the materials, equipment and other goods sold hereunder (the "goods") shall remain in the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves, and the Purchaser hereby grants to the Vendor, a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorises the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are or are to become affixed to real property, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are as indicated on Page 1 of this Quotation/Contract.

(b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or its agent shall have the right to enter upon the premises and remove the goods, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses, including but not limited to costs of seizure, removal and sale, and legal costs (including reasonable attorneys' fees and expenses) connected therewith (the "net proceeds"), are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion, performance, warranty or other contract terms.

(c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1 (b) arise, except for the express right of recovery of excess net proceeds as provided in that section.

(d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the goods and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

### 2. PRICE ADJUSTMENTS

(a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.

(b) If any taxes, duties, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs hereunder; such increase shall be paid by the Purchaser to the Vendor.

(c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and / or installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labour rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.

(d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in those categories of the Vendor's costs listed in section 2(c) shall be paid to the Vendor by the Purchaser.

(e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time the final payment under the contract is due.

3. **DELIVERY AND INSTALLATION** - Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labour dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 8 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

### 4. RESPONSIBILITY AND INSURANCE

(a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereupon all risks of loss or damage thereto shall pass to the Purchaser.

(b) In respect of goods sold F.O.B. job site or sold with installation, all risks of loss or damage shall pass to the Purchaser upon receipt of the goods at the job site or at the Purchaser's designated delivery point.

(c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.

(d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.

## 5. TERMS OF PAYMENT

(a) Unless otherwise specified in this Quotation/Contract, payment shall be made by the Purchaser to the Vendor in respect of the Contract Price as follows:

(i) Goods sold without installation: 25% upon acceptance of this quotation by the Purchaser; an amount representing the value of each shipment, payable upon delivery; and the unpaid balance upon final shipment.

(ii) Goods sold with installation: 25% upon acceptance of this quotation by the Purchaser; an additional 30% upon written notification by the Vendor to the Purchaser that the goods are ready for shipment; an additional 35% immediately after installation but prior to the commencement of operation of the goods or related systems; and a final payment of 10% upon completion.

(b) Timely payment according to the terms of this Quotation/Contract is of the essence of the contract.

(c) Payment shall be made in the specified currency.

## 6. WARRANTY - UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR WARRANTS THE GOODS AND INSTALLATION SOLD HEREUNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

(a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.

(b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or any defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the jobsite and charges for labour performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.

(c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.

(d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.

(e) As a condition precedent to any liability by the Vendor hereunder, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and / or the manufacturers' instructions.

(f) THE FOREGOING CONSTITUTES THE PURCHASER'S EXCLUSIVE REMEDY AND THE VENDOR'S SOLE LIABILITY ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, INSTALLATION, OR USE OF THE GOODS.

(g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.

7. The Vendor shall not be liable for any losses, injuries, expenses or damages, whether direct, indirect, special, incidental, consequential or punitive, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems even if caused by the Vendor's negligence.

8. **CHANGE IN SCOPE OF WORK** - If the Purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the Purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition to or a deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by

the Purchaser and approved in writing by a duly authorised officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when inconsistent therewith, shall be subject to all its provisions.

**9. COMPLETION AND ACCEPTANCE OF WORK**

- (a) In respect of goods sold without installation, 'Completion' shall be deemed to occur when risk of loss of the goods passes to the Purchaser in accordance with section 4 of these Terms and Conditions.
- (b) In respect of goods sold with installation, and unless otherwise defined in this Quotation/Contract, 'Completion' shall be deemed to occur when any one of the following events takes place:
  - (i) The Purchaser signs an acceptance certificate;
  - (ii) The Vendor has installed and, where applicable, successfully tested the installation;
  - (iii) The Purchaser commences regular use of the goods or related systems;
  - (iv) An independent expert, mutually acceptable to the Purchaser and the Vendor, certifies that the work has been completed.
- (c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to honour the warranty provisions contained herein.
- (d) The occurrence of any one of the events described in section 9(b)(i), (iii) and (iv) shall constitute acceptance of the work.

- 10. BONDS** - Performance bonds and material and labour payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

**11. MISCELLANEOUS.**

- (a) This Quotation and any resulting contract shall be governed, enforced and construed in accordance with the laws of the State of New York without regard to that state's rules governing conflict of laws.
- (b) All rights and remedies of the Vendor under this contract and under applicable law shall be cumulative and may be exercised successively or concurrently, in any order, and on more than one occasion. The election by Vendor to exercise one remedy shall not preclude it from thereafter exercising one or more other remedies.
- (c) The Purchaser agrees to pay, in addition to the other amounts payable to Vendor under the contract, all costs and expenses, including reasonable attorneys' fees, incurred by the Vendor in enforcing this contract, exercising its rights hereunder or collecting or attempting to collect all amounts due the Vendor hereunder following default by the Purchaser in the payment or performance of its obligations hereunder, including those incurred in connection with any bankruptcy, insolvency, liquidation, reorganization or similar proceeding involving the Purchaser.
- (d) Any assignment or attempted assignment of this contract, in whole or in part, without the prior written consent of the Vendor shall be void. The Vendor may assign any of its rights, liabilities or obligations arising out of this contract without prior notice to the Purchaser and without the Purchaser's written consent.
- (e) If any provision of this contract is unenforceable, such unenforceability shall not affect the remaining terms, which shall be enforced, if the same can be done, without regard to the unenforceable provision.
- (f) The headings to the paragraphs of this contract are provided for ease of reference only and shall not be construed to vary or limit the terms thereof.

THIS QUOTATION/CONTRACT CONTAINS THE COMPLETE AGREEMENT BETWEEN THE PURCHASER AND THE VENDOR, AND SUPERSEDES ALL PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO REPRESENTATION, PROMISE, AGREEMENT OR UNDERSTANDING ENTERED INTO OR MADE SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY A DULY AUTHORISED OFFICER OF THE VENDOR.

## Compressor Overhaul Rebuild - Fee Matrix

<u>Firm</u>	<u>Price</u>
CIMCO	26,670.46
Hayes	28,507.00
Depue	32,195.00
AMS	36,100.00

**Bid Document Checklist - 2017 Compressor Overhaul**

	<u>Bidder Information Sheet</u>	<u>Bid Price Form</u>	<u>Reference Submittal</u>	<u>Contractor's Key Personnel</u>	<u>Signature Form</u>
AMS	Yes	Yes	Yes	Yes	Yes
DePue	Yes	Yes	Yes	Yes	Yes
Hayes	Yes	Yes	Yes	Yes	Yes
CIMCO	No	No	No	No	No

**Bid Compliance**

**Form**

**Addendum**

**Bid Bond**

Yes

Yes

Yes

Yes

Yes

Yes

Yes

No

Yes

No

No

No

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A  
PURCHASE ORDER FOR THE OVERHAUL OF 3 REFRIGERATION  
COMPRESSORS AT THE EDGE ICE AREANAS**

**WHEREAS**, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

**WHEREAS**, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

**WHEREAS**, the VILLAGE has determined that it is necessary to authorize and approve a purchase order to pay for the cost of receiving required scheduled preventive maintenance on its refrigeration compressors; and

**WHEREAS**, an organization known as DePue Mechanical, Inc., an Illinois based company, seeks the bid with the VILLAGE for the overhaul of 3 Mayekawa compressors pursuant to the terms and conditions as expressed in the proposal contained within; and

**WHEREAS**, the awarded “2017 Ice Arena Compressor Rebuild Bid Forms, Addendum #1 and modified proposal” have been attached to the resolution as Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

THAT the Village Board authorizes the Village Manager to execute a purchase order

and other associated documents to DePue Mechanical, Inc., to provide an overhaul on three refrigeration compressors in the amount of \$20,720.00.

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Bid with Specifications for the 2017 Ice Arena Compressor Rebuilds attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION THREE:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 20<sup>th</sup> day of June, 2017.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_