



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

Contract No. 19083

For:

Generator Preventative Maintenance

With:

**Midwest Power Industry, Inc.
P.O. Box 106
Ringwood, IL 60072**

Illinois Prevailing Wage Act Applies To This Work

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Midwest Power Industry, Inc. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement is to perform preventative maintenance on the Village of Wilmette's ("Village") backup generators in accordance with the manufacture's specifications ("Generator Preventative Maintenance" or "Work") per the Specifications shown in Attachment One ("Attachment One") and Attachment Two ("Attachment Two") of this document. The Agreement is for the proposal offered by Midwest Power Industry, Inc. ("Contractor") to the Village.

2. This Addendum is made pursuant to the bid dated July 22, 2019 attached as Attachment One. Together this Addendum, Certificate of Compliance, Attachment One and Attachment Two shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Contract Term. The contract term is for three (3) years commencing on or about November 1, 2019 and ending October 31, 2022.

5. Total Contract Amount. The total amount of the Contract shall not exceed \$11,325.00 per annum, including expenses for preventative maintenance as outlined in Attachment One. Demand hourly work shall be based upon the actual quantity of hours requested by the Village at the hourly rates outlined in Attachment One.

6. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

Payment to Contractor will be made in accordance with the Payments and Withholdings section of Attachment Two.

Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in Attachment One and Attachment Two.

7. Tax Exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

8. Warranties. Contractor agrees to provide warranty coverage per Attachment Two, and to cooperate with Village in the event Village makes any warranty claim.

9. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.

10. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.
11. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.
12. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.
13. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.
14. Limitation of Remedy. Village's liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.
15. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.
16. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.
17. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.
18. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.
19. Assignment. The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.
20. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by

written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Contractor</u>	<u>Village</u>	<u>with a copy to:</u>
Midwest Power Industry, Inc.	Director	Corporation Counsel
P.O. Box 106	Engineering & Public Works	Village of Wilmette
Ringwood, IL 60072	1200 Wilmette Avenue	1200 Wilmette Ave
	Wilmette, IL 60091	Wilmette, IL 60091

21. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

23. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

24. Illinois Prevailing Wage Act. All Contractors and subcontractors must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130/01. et. seq.). The Prevailing Wage Act requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits in the locality where the work is done for the craft or type of worker or mechanic needed on the project. The Contractor and subcontractors must submit, on a monthly basis, a certified payroll to the Village of Wilmette. The Contractor and subcontractors are responsible for ensuring their understanding and compliance with all aspects of the Act. Pursuant to the Prevailing Wage Act, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Agreement.

If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of this Agreement, the revised prevailing wage rates shall apply to the work performed pursuant to the Agreement, and all Contractors and subcontractors shall pay their employees in accordance with the new prevailing wage rate. Prevailing wage rate updates can be obtained from the Illinois Department Labor at 1 West Old State Capitol Plaza, Room 300, Springfield, Illinois 62701, (217) 782-1710, or on the Internet at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx>.

Contractor shall defend and hold harmless the Village, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

25. Contractor's Insurance Requirements. At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated

below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- d. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation').

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

26. Performance and Payment Bonds. The Contractor will be required to furnish Performance and Payment Bonds for one hundred (100%) percent of one year's of preventative maintenance services cost. Said Bonds shall be in a form acceptable to the Village and must be deposited with the Village at the time of execution of the Contract.

Surety companies executing bonds must appear on the Treasury Department's most current list as published in Circular No. 570 and be authorized to transact business in the State of

Illinois. Said bonds shall provide that they do not terminate upon completion of the Work, but shall be reduced to ten (10) percent of the Contract Amount upon final payment for a period of one (1) year. Failure to furnish the required bonds within the time specified may be cause for withdrawal of the award.

27. Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

28. General indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

29. Intellectual Property. Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Contractor, Contractor's employees or Contractor's independent contractors for purposes of fulfilling the terms of this Agreement. Contractor will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Contractor agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component

thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Contractor will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Contractor's expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor's option, Contractor shall promptly either: (i) procure for the Village, at Contractor's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor's expense, so that the Intellectual Property become non-infringing.

Contractor shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

30. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Contractor in their completion or pursuit of the Contract.

31. Use of Village's Name, Employee Name(s) or Image(s). The Contractor shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

32. Exclusivity. Contract is non-exclusive and does not prevent the Village from employing similar contractors to perform the same or similar type work.

33. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

34. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

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

36. Subletting of Contract. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

In no case shall such consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

37. Illinois Freedom of Information Act. Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

38. Conflict of Forms. In the event of a conflict between the terms in this Contract and the Attachments to the Contract, the terms of the Contract shall control.

39. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

40. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Contractor have hereunto set their hands to this Contract on the ____ day of _____, 2019.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this ____ day of _____, 2019

Robert T. Bielinski

Robert T. Bielinski, Village President

Attest:

Timothy J. Frenzer
Timothy J. Frenzer, Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this 5 day of NOV, 2019

William R True
Signature

President
Position/Title

William R True
Print Name

MIDWEST POWER INDUSTRY INC
Print Company Name

CERTIFICATION OF COMPLIANCE

DESCRIPTION: Generator Preventative Maintenance

Midwest Power Industry, Inc., having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

EQUAL PAY ACT: Engineers, Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.

CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Engineer's workplace.
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or Engineer's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
 - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
 - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
 - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.



NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.



EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.


ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) **Discrimination in employment prohibited:** (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) **Includes independent contractors, etc.:** The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) **Deduction from compensation:** No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) **Recovery by injured person:** Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) **Violations; punishment:** Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) **To be inscribed in contract:** The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) **Partial invalidity; construction:** The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

Federal Employer Identification # (FEIN): 83-0882510
IL Secretary of State File #: D71860343
IL Department of Employment Security #: 5031963
IL Department of Revenue Registration #: 83-0882510-000
IL Department of Professional Regulation #:

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: William R True
(Signature)

By: William R True
(Print Name)

d/b/a MIDWEST POWER INDUSTRY INC

Business address: 420 SAM DR. UNIT C
SYCAMORE, IL 60178

Business Phone #: _____

Cell Phone #: 815-790-0974

E-Mail Address: WTrue21@yahoo.com

ATTACHMENT ONE
CONTRACTOR'S BID DATED 07/22/2019



Bid Request
for

Generator Maintenance and Repair
for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth,
Lake Forest, Lincolnshire, Mount Prospect, Wilmette

**BID OPENING: Monday, July 8, 2019 – 1:00 P.M. local time at
Village Managers Office 50 S. Emerson, Mount Prospect, IL, 60056**



Mount Prospect Public Works Department
1700 W. Central Road, Mount Prospect, Illinois 60056-2229

NOTICE TO BIDDERS

Bid for

Generator Maintenance and Repair

**for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth,
Lake Forest, Lincolnshire, Mount Prospect, Wilmette**

Sealed bids will be received until **1:00 p.m. on July 8, 2019** in the Office of the Village Manager, 3rd Floor, 50 S. Emerson Street, Mount Prospect, Illinois 60056, in a separate, sealed envelope please submit bid clearly marked "Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette."

The scope of work includes: inspection, maintenance and repair of Municipal owned emergency electrical generation systems. The systems in use include both natural gas drive and diesel driven engines. The specific scope of work for each maniciplatiy can be found in this bid packet. The specifications may be obtained from the Village of Mount Prospect website www.mountprospect.org/bids

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Mount Prospect for not less than five percent (10%) of the bid amount.

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

Any Bid submitted unsealed, unsigned, sent via email or fax or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village reserves the right in its sole discretion, to reject any and all bids or parts thereof, to waive any irregularities technicalities and informalities in bid procedures and to award the contract in a manner best serving the interests of the Village.

Village Manager
Michael J. Cassady

**Generator Maintenance and Repair for the Villages of
Bannockburn, Buffalo Grove, Glenview, Kenilworth,
Lake Forest, Lincolnshire, Mount Prospect, Wilmette**

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BID PACKET INFORMATION

PROJECT SCOPE

The municipalities of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette are seeking maintenance and repair for their generators. The services obtained shall be of a qualified and capable firm that provides generator/transfer tests and inspection services in accordance with the frequencies listed for each municipality. At each inspection, provide properly qualified and experienced staff to complete a full load test or load bank test. If a full load is not available, the Bid Proposal shall accommodate for a temporary load bank of sufficient size. Qualified persons must be able to provide 24-hour service to the listed generators/transfer switches. Any exception(s) must be clearly noted and explained in the Bid Proposal. Contractor should be on-site within 4 hours in emergency situations, including after hours, weekends and holidays. Any exception(s) must be clearly noted and explained in Bid Proposal.

1. RECEIPT OF PROPOSALS

Sealed bid proposals to provide painting of the village hall parking garage must be received in the Village Manager's Office, at 50 South Emerson Street 3rd Floor, Mount Prospect, Illinois 60056, no later than **1:00 p.m. on July 8, 2019**. Bids arriving after that time will not be accepted. Mailed bids, which are delivered after the specified hour, will not be accepted regardless of postmarked time on the envelope. Electronic mail (email) and/or facsimile transmitted bids will not be accepted. All bid proposals will be publicly opened and prices read aloud thereafter on the same date at the Mount Prospect Village Hall, 50 South Emerson Street, Mount Prospect, Illinois.

2. HOW TO SUBMIT A BID

The bid proposal must be delivered in a sealed envelope to the Village Hall and marked to the attention of the "Village Manager". The bid proposal must be clearly marked: Sealed Bid "**Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette**" and the date of the bid opening "**July 8, 2019**". **No proposal will be considered unless it is submitted on the bid proposal form, *Exhibit A*, included in this bid packet.**

The bid proposal must be typewritten or legibly completed in ink. Any erasures or revisions in the bid proposal must be initialed by the person signing the proposal. Should a bidder wish to qualify his bid or make special stipulations thereto, such qualifications or stipulations shall be stated on standard letter size sheets of paper, separate from the proposal form but included within the sealed proposal.

It will be the sole responsibility of the bidder to ensure that his or her bid reaches the Mount Prospect Village Manager's Office on or before the deadline for bid

submissions set forth above. Any bid that is not sealed or marked as specified in the requirements for submitting a bid will be disqualified from the bidding process.

3. QUALIFICATION OF BIDDERS

To be entitled to consideration, bids must be submitted in accordance with this Notice to Bidders and the "Village of Mount Prospect Instructions to Bidders", and on the Proposal Form (Exhibit A). In addition, bidders must be licensed to do business in the Village of Mount Prospect, and must furnish satisfactory evidence of their professional experience and ability to meet the performance requirements of the Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette (*Exhibit B*).

4. AWARD OF CONTRACT TO SUCCESSFUL BIDDER

The Village of Mount Prospect will be the sole interpreter of all bid documents, and reserves the right to make its own assessment of bids received; to reject any and all bids; to waive irregularities and technicalities in the bids; to further negotiate details of the contract with the low bidder after award of the contract; and to award the contract based upon its consideration of the following criteria as well as relevant statutory provisions:

- a) Lowest responsible 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 time specified, without delay or interference.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- e) The quality of performance of previous contracts.
- f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- g) The sufficiency of the financial resources and ability of the bidder to perform the contract and provide the service.
- h) The ability of the bidder to provide future maintenance and service.
- i) The number and scope of conditions attached to the bid.
- j) Whether the bidder has a place of business in the Village.

- k) Responsiveness to the exact requirements of the invitation to bid.
- l) Ability to work cooperatively with the Village and its staff.
- m) Past records of the bidder's transactions with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness.
- n) Such other factors as would be in the best interest of the Village and its operations.

The Village of Mount Prospect may make such inspections, as it deems necessary, including the right to inspect all bidder worksites related to the bid.

5. CONTRACT

The specifications and terms for award of this contract include all of those set forth in this Notice to Bidder, the Instructions to Bidder, the Proposal Form (Exhibit A), the Specifications, the General Conditions, the Bid Form, the Affidavit – Bid Certification Form, the Bid Security Form, the Bid Sheet and “Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette” (Exhibit B). The successful bidder will be required to execute generator maintenance at the location specified in this bid for each Village for the duration specified in that contract and the successful bidder's submitted Bid Proposal Form will be attached to and incorporated into that Contract.

VILLAGE OF MOUNT PROSPECT INSTRUCTIONS TO BIDDERS

To be entitled to consideration, bids must be made in accordance with the following instructions:

1. The Village of Mount Prospect reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive any information in any bid when, in its opinion, the best interest of the Village will be served by such action.
2. Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time. Any bid submitted will be binding for 90 calendar days after the date of bid opening. No plea of ignorance by the bidder as to the conditions that exist or that may exist hereafter as a result of failure or omission on the part of the bidder to make the necessary examinations and/or investigations will be accepted as a basis for varying the requirements of the Village or the compensation to the bidder.
3. Bids must be signed by an authorized official of the organization submitting the bid with the name of the official and his/her title typed below the signature.
4. All bidders must submit the following information on or before the deadline for bid submittal: (a) the location of the bidder's permanent place of business; (b) evidence of the ability to provide an efficient and adequate plan for executing the services requested; and (c) any additional evidence tending to show that the bidder is prepared adequately to fulfill the contract.
5. Bidders shall include with their bid, on a separate attachment to the bid, the names of three (3) references regarding their qualifications by experience, ability, personnel and equipment to perform the services required by the bid specifications. The references must include company name, address, contact person, and telephone number. The Village reserves the right to reject bids not accompanied by the required references.
6. All bidders agree that a complete background investigation of the principals of the bidder and all employees who will perform the required services on behalf of the bidder will be made. Bidders agree to cooperate with the appropriate Village personnel to supply all the necessary information to complete the background inquiries. The Village, at its complete discretion, may disqualify any Bidder, including a low Bidder, and may void any contract previously entered into based upon its background investigation.
7. No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or has failed to perform faithfully any previous contract with the Village within two (2) years prior to the date of the invitation to bid.
8. All bid submittals must include a signed Bid Certification Form (**copy attached**) certifying non-collusion in the bid, and that the bidder is in compliance with Sections 33E-3 and 33E-4 of the Illinois Criminal Code regarding bid rotating and

bid rigging (720 ILCS 5/33E-3 and 5/33E-4); compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*; that it is not delinquent in the payment of taxes (65 ILCS 5/11-42.1); and that it has a written sexual harassment policy in place in full with the Illinois Human Rights Act (775 ILCS 5/2-105, as amended).

9. Any bidder in doubt as to the true meaning of any part of the Specifications or other bid documents shall submit a written request for interpretation to **Casey Botterman** no later than five (5) calendar days prior to the date set for the opening of the bid. Any questions received after that time may be answered at the discretion of the Village.

In the event that the Village finds a question to be adequately addressed in the existing bidding documents, the question may be answered in writing by directing the requesting bidder to the applicable provision(s) in the existing bid documents. No further clarifications or interpretations will be issued.

Bidders will acknowledge receipt of any addendum issued by so noting on the bid sheet. Oral explanations are not binding.

10. Prices shall be provided for each service required to be performed under the contract.
11. All equipment and material bid shall be in accordance with all applicable federal, state and local laws, rules and regulations in effect at the time of the bid.
12. Bids will be considered on equipment or material complying substantially with the specifications, provided each deviation is stated and the substitution is described, including technical data when applicable, in a letter attached to the bid. The Village reserves the right to determine whether such substitutions or deviations are within the intent of the specifications and will reasonably meet the service requirements of the applicable Village Department. Brand names which may be mentioned in the specifications do not indicate a preference and are used only as a reference to the type and quality of materials or equipment desired.
13. The brand name and/or manufacturer of each item proposed must be clearly stated. Guarantee and/or warranty information must be included with this bid.
14. Unless otherwise directed by the Specifications, all materials, equipment and services provided will meet standards or requirements which would normally be anticipated in common practice. The bidder guarantees that all applicable federal, state and local laws, including the federal Occupational Safety and Health Act ("OSHA"), are being complied with in connection with the bid and any resultant contract or purchase by the Village.
15. All municipal, county, and State of Illinois sales taxes and federal excise taxes, which are NOT applicable to sales to the Village of Mount Prospect, must be excluded from bid prices.
16. Prices shall be stated in units when applicable and quotation made on each item separately. In case of conflict, unit price shall govern.

17. Bidders must be sure to specify any terms which they wish to offer in the space provided. Cash discounts will be deducted from the base bid in determining the low bidder.
18. A bid deposit in the amount of ten percent (10%) of the total bid amount, payable to the Village, is required, unless otherwise stated in the bid package. The deposit must be in the form of a bid bond, certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until surety bonding requirements have been satisfied and proof of insurance coverage is provided.
19. In case of default by the bidder, the Village may procure the services from other sources and may deduct the cost of such services from the unpaid balance due the bidder, or may collect against the bond or surety for excess costs so paid, and the prices paid by the Village shall be considered the prevailing market price at the time such purchase is made.
20. The bidder shall hold the Village, its officers, employees and agents, harmless from liability of any nature or kind on account of the Village's use of any copyrighted or uncopyrighted composition, trade secrets, secret process, proprietary rights, patented or unpatented invention, article or appliance furnished or used under the bid specifications.
21. The successful bidder is specifically denied the right of using in any form or medium the name of the Village for any advertising, promotion or reference unless express written permission is granted by the Village.
22. The opaque envelope containing the bid shall be marked plainly, "SEALED BID – Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette" and "July 8, 2019". (See also Notice to Bidders requirements).
23. The bidder's submittal shall include the completed Proposal Form. The Village will strictly hold the bidder to the terms of the Proposal Form. The Proposal Form must be executed by a person having the legal right and authority to bind the bidder.

Questions about this Request for Bids should be directed to:

Generator Maintenance and Repair
Casey Botterman, Superintendent
Mount Prospect Public Works Department
1700 West Central Road
Mount Prospect, Illinois 60056
Phone: 847.870.5640
Email: cbotterman@mountprospect.org

SPECIFICATIONS – BONNOCKBURN

1. **SCOPE OF WORK**

The scope of work shall consist of annual generator preventative maintenance services and annual load bank testing and transfer switch maintenance services for the Village of Bannockburn (the "Village").

2. **SITE ACCESS**

The Contractor shall access to the sites during normal work hours, 7 to 4 p.m. during weekdays.

To access sites, please contact Public Works Department: Attn: Walt Trillhaase, 2275 Telegraph Road, Bannockburn, IL 60015, P: 847-945-8490, wtrillhaase@villageofbannockburn.org.

Location and Listing of Generators to be covered by this Maintenance Agreement:

Generator	Location
G1	2100 Lakeside Drive
G2	2800 Lakeside Drive – Natural Gas
G3	2275 Telegraph Road – Natural Gas
G\$	1875 Telegraph Road – Natural Gas

Annual Inspection includes: DRIVING TO LOCATION, RECEIVE PERMISSION TO WORK ON UNIT, CLEAN UNDER UNIT. PERFORMED ANNUAL PM AND INSPECTION. LOAD TESTED STARTING BATTERY, CLEAN BATTERY TERMINALS, TEST BATTERY CHARGER AND ENGINE BLOCK HEATER OPERATION, CHECK COOLANT LEVEL, CHECK COOLANT FREEZE PROTECTION, CHECK AIR CLEANER, START UNIT. CHECK VOLTAGE AND FEQUENCY, TESTED ALARMS AND SAFETY SHUTDOWNS, CONNECT LOAD CABLES FROM GENERATOR BREAKER TO LOAD BANK. START AND COMPLETE THE TWO HOUR LOAD TEST, REMOVE AND PICK UP CABLES, CLEAN AREA, CLOSE UNIT, DRIVE TO NEXT UNIT.

3. **PARTS**

As a responsible first responder to emergencies within the area, it is the desire of the Village to insure that notification systems and water conveyance remain operational in the event of a power outage. Therefore, the Village requests that the awarded contractor maintain access to obtaining repair parts within a 24-48 hour time period.

If the Contractor cannot obtain parts or perform services within a reasonable time period (The Village shall be the sole determiner of "reasonable"), the Village, at its sole discretion, may obtain parts and/or service from another provider with no affect upon this Agreement. The Contractor agrees to work with the Village as necessary to obtain these parts and/or services to bring the apparatus on line in the quickest and most cost effective manner.

The decision to connect a portable apparatus shall be approved by the Village of Bannockburn's representative.

In the event the apparatus located at the Bannockburn Water Reservoir fails and service cannot be restored within 24 hours, an alternate source of emergency electricity shall be made available by the Contractor. The decision to install an alternate apparatus shall require prior approval by the Village of Bannockburn. Failure to receive prior approval could result in non-payment for any costs associated with the use of the apparatus.

4. **TECHNICIANS**

The Contractor must provide one qualified technician to work on the equipment as identified herein, and upon request, must be able to provide a second qualified technician – should the Village determine that the task requires more than more qualified technician.

Contractor shall provide documentation/verification that service personnel have had training within a minimum of two (2) years "hands on" experience with the equipment identified herein.

5. **ANNUAL GENERATOR PREVENTATIVE MAINTENANCE**

Preventative Maintenance shall be performed on equipment noted above.

5.1. During each inspection, all systems must be visibly checked for potential problems, and are physically tested to assure reliability. Preventative maintenance service shall include, but is not limited to:

5.1.1. Lubrication

- Oil quantity and condition (Drain & replace Annually)
- Oil filter (s) (Replace Annually)
- Oil pressure
- Crankcase breather
- System leaks
- Oil samples will be pulled and sent in for testing, with results sent to the Village

5.1.2. Cooling System

- Radiator/heat exchanger; interior and exterior
- Anti-freeze protection, *quantity and condition (inhibitors, freeze protection, foreign material) replace as necessary*
- Antifreeze Filter(s) (Replace Annually)
- Hoses and connections
- Fan drive pulley and fan
- Fan belts
- Water pump
- Thermostat (s)
- Jacket water heater (s)
- System leaks

5.1.3. Fuel System (s)

- Fuel tank inspection
- Rupture tank inspection
- Water separator, empty if necessary
- Fuel lines and connections
- Fuel injector and pump (s)
- Transfer, lift and return, pumps (s)
- Governor and controls
- Fuel filters (s) (Replace Annually)
- Fuel pressure
- Fuel testing for water and foreign material (*inform Village with recommendations including pulling sample and have tested*)
- Fuel level floats (*inform Village after testing if fuel level is below ¾ of a full tank*)
- System leaks

5.1.4. Ignition System

- Spark plugs
- Points
- Wiring
- Coil
- Corrosion

5.1.5. Air Induction and Exhaust

- Air Filter (s)
- Air filter assembly cover seal gasket (s) if where applicable
- Air box drains and drain tanks, where applicable
- Air filter service indicator (s)
- Air inlet system
- Turbocharger (s)
- Exhaust system
- Valve and rotators
- Leaks

- Condensation
- Flex pipe
- Rain cap
- Muffler

5.1.6. Housing/Doors

- Hinges
- Panels
- Fit
- Leaks

5.1.7. Housing/Cabinets

- General
- Fit
- Decals
- Space heater(s)

5.1.8. DC Electrical

- Batteries
 - Water level
 - Specific gravity
 - Terminal connections
 - Note Year battery was installed
- Engine safeties
 - Annunciator
 - Battery charge rate

5.1.9. AC Electrical

- Brushes
- Instruments
- Regulator
- Generator
- Circuit breakers
- Transfer switches

5.1.10. Operational Tests

- Load/no load (load tests require prior approval from an authorized Village representative)
- Voltage – AC/DC
- Amps – AC/DC
- Frequency
- Time delays
- Oil pressure
- Engine temperature

5.1.11. Starting System

- Lubricate all bearings, including rear when necessary
- Check timing and adjust if necessary
- Belts; condition and tension
- Fluid temperatures at operational speed
- Fluid leaks
- Motor mounts & vibration isolators

5.1.12. Generator

- Bearings
- Slip rings & brushes
- Vibration isolator (s)

5.1.13. Control Panel

- Start controls; auto/manual
- Voltmeter
- Ammeter
- Frequency meter; adjust running speed if necessary
- Circuit breaker
- Panel display
- Panel lamps

PLEASE NOTE: All fluids shall be disposed of according to IEPA standards

6. ANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE

6.1 LOAD BANK TEST

The annual load bank test shall include shall include at minimum:

- a. Load bank testing on each generator for its rated KW & voltage capacity.
- b. Perform load test at 25% load for 30 minutes, 50% load for 30 minutes, and 100% load for one hour
- c. Monitor the operation and verify the proper operation and conditions and report any problems

6.2 TRANSFER SWITCH MAINTENANCE

The annual transfer switch preventative maintenance must follow, at a minimum, NFPA 110 Section 8.3.5 (2005 edition). Further, inspection and testing/maintenance on each transfer switch shall include, at a minimum, the following tasks:

- Inspect for moisture or wetness, past or present
- Inspect insulating materials for deterioration due to excessive heat
- Inspect control relay contacts for corrosion or discoloration, due to excessive heat
- Conduct testing by simulating a normal power source failure with customer approval
- Check operating current level versus rating
- Record all timer relay settings, pickup, and dropout & timer settings; adjust if necessary
- Record and compare voltage drop across main contact
- Check and record cable connections and contacts with infrared thermometers
- Check all cables and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary
- Replace the battery in the controller
- Vacuum dust from the ATS and accessory panel
- Inspect all chutes and pole covers
- Inspect all arcing contacts for excessive corrosion, clean and adjust if necessary
- Remove grime with approved solvent
- Manually operate the main transfer movement to check proper contact alignment deflection, gap, and wiping action; adjust and clean if necessary
- Lubricate if necessary

7. REPAIRS

All emergency calls for unscheduled service shall be provided as necessary to diagnose problems and perform any repairs or adjustments between scheduled inspections and shall be pursuant to the Labor Rates quoted on the Bid Form. Emergency services are to be available 365 days per year, 24 hours per day.

Contractor must respond within one (1) hour of the Village's call (s) for service and must be at the location of the required service within two (2) hours after notification by the Village.

The Proposers will include with this bid, a 24 hour service telephone number, the Service manager's telephone number and an alternate phone number where service personnel can be reached in the event of an emergency.

Failure to provide emergency services as identified herein could result in termination of the Agreement.

Labor rates shall include all transportation costs and equipment necessary to perform annual maintenance/preventative maintenance. No allowances shall be made for transportation costs and routine/standard equipment.

In the event additional equipment is necessary to perform services, the Contractor shall receive prior approval in writing from the Village. Failure to obtain prior approval could result in non-payment by the Village.

SPECIFICATIONS – BUFFALO GROVE

The Village of Buffalo Grove desires to obtain the services of a qualified and capable firm to provide the following service to Generators/transfer switches:

1. Assist the Village in compliance with all applicable RICE rules; including the proper creation and maintenance of all logs for each generator.
2. Propose vent stack emissions testing for CO, if applicable to comply with RICE rules.
3. The contractor shall provide both the six-month (section 2) and the annual service (section 3) as listed in the specifications.
4. Testing/Inspect generators in accordance with the frequencies listed in section #2 and specifications of section #3.
5. The contractor shall use only **OEM parts** and recommended oils, coolants, greases or other lubricants. Exceptions must be noted and approved by the Village of Mount Prospect, at its sole discretion.

Any additional parts, repairs or services that are required, but not included under this agreement, will be brought to the attention of the customer in written form. Repairs will be made only after authorization by the Village, at its sole discretion. Any additional repairs, maintenance, parts or services will be performed at current rates for labor, parts and mileage.

Penalty for Non-OEM Parts

The Contractor shall provide OEM parts for the CATERPILLAR, CUMMINS and MQ generators. A penalty of \$100 per occurrence (one generator) shall be forfeited for the use on non-OEM parts plus the Contractor shall replace any non-OEM with the proper OEM part within ten days of notice. The penalty shall be deducted from any amounts due.

Any exceptions to the Contractor using non-OEM shall be clearly identified in the bid proposal using a separate sheet or sheets, clearly marked as OEM parts Exception(s). The Village, at its sole discretion, shall determine whether to accept or reject the bid proposal based on the number and type of OEM exceptions noted, if any.

6. Complete the Generator Inspection Form or alternate form approved by Village. Create/Update/keep log at generator of all inspections/tests.
7. Turn Generator Inspection Form to Mount Prospect Public Works. Any additional parts, repairs or services that are required, but not included under this agreement, will be brought to the attention of the customer in written form. Repairs will be made only after authorization by the Village, at its sole discretion. Any additional repairs, maintenance, parts or services will be performed at current rates for labor, parts and mileage.
8. In accordance with the frequencies listed in section #2 and #3, a properly qualified and experienced mechanic who will provide annual preventive maintenance (see section #3) to generators/transfer switches per industry standards.
9. In accordance with the frequencies listed in section #1 provide properly qualified and experienced staff to perform a complete actual transfer of power from normal power to emergency power and back to normal power or perform a load bank test of the appropriate size.
10. At each inspection; provide properly qualified and experienced staff to complete a full load test or load bank test where full load test is not practical or available. If a full load is not available, the Bid Proposal shall accommodate for a temporary load bank of sufficient size.
11. Must be able to provide 24-hour service to generators/transfer switch. Any exception(s) must be clearly noted and explained in Bid Proposal.

12. Contractor should be on-site within 4 hours in emergency situations, including after hour, weekend and holidays. Any exception(s) must be clearly noted and explained in Bid Proposal.

13. All preventative maintenance and testing shall be performed between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday.

SECTION 1:

To access sites, please contact Bryan Beitzel Maintenance Superintendent at (847) 459-2545.

Location and Listing of Generators to be covered by this Maintenance Agreement:

ID	Location	Make	Model	Ser #	Year	Hours
G02	Village Hall	Onan Cummins	125KW	F900328846	1991	1006
G04	Public Works	Onan Chalmer	MK 11	11-28302	1978	1949
G15	Police Department	Kohler Cummins	100ROZJ71	379211	1996	391
G20	Well # 1	Caterpillar	3412	6 FA08645	1994	471
G19	Well # 2	Caterpillar	3208	5YF01614	1993	508
G21	Well # 6	Caterpillar	3508		1994	524
G03	Well # 7	Caterpillar		F900328846	1992	458
G05	Raupp Lift Station	Kohler	125REOZJG	SGM32CWTN	2015	179
G06	Golfview Lift Station	Kohler			2001	1209
G11	Cambridge Ct. Lift Station	Onan		44196525	1989	1087
G07	Chatham Lift Station	Onan Chalmer	MK 11	20-118279	1982	462
G18	Camelot Lift Station	Kohler	100REOZJF	SGM32F62M	2015	111
G10	Port Clinton Lift Station	Detroit PS	75JJC6DT3	156069-1-0108	2008	772
G23	River Oaks Lift Station	Onan			2001	1148
G22	Rt. 22 Lift Station	Onan Cummins		45140050	1995	2084
G14	Johnson Dr. Lift Station	Detroit PS	75JJC6DT3	156069-2-0108	2008	877
G16	Linden Lift Station	Onan Cummins	L423D-I	I843830809	2008	856
G12	Fire Station # 25	Kohler	4045TF150	TO4045T831929	2000	542
G13	Fire Station # 26	Kohler		95448	1980	584
G17	Fire Station # 27	Kohler	CGS-6491-6005-F	14757 R-01-RM	1990	1608
G24	Aboretum Golf	Onan Cummins	DGK-5571304	10 20428174	2003	489
G25	Old Treatment Plant L.S.	Kohler	80REOZJF	SGM325WCD-GM81567-GA3	2014	296
G26	Cambridge on the Lake L.S.	Kohler	80REOZJF	SGM325WBR-FM81567-GA3	2014	414

SECTION 2: REGULAR PREVENTIVE MAINTENANCE (SIX MONTH INTERVALS: OCCURS ANNUALLY IN APRIL/MAY AND SEPTEMBER/OCTOBER)

Regular Preventive Maintenance shall include as required, needed or applicable:

a) Replacement of Worn and Deteriorated Parts

If any parts are found to be worn or defective, the Contractor shall provide a written replacement/repair quote, subject to Village acceptance.

b) Take oil sample, provide written test results from an authorized testing lab for all generators greater than 400 kW. For all generators smaller than 400 kW; the Contractor shall change engine oil and filter (OEM filter(s) only) in lieu of the oil sampling during this PM. Written results must be returned to Village of Mount Prospect within 60 days of sample date

c) Take coolant samples, provide written test results from an authorized testing lab for all generators. Written results must be returned to Village of Buffalo Grove within 60 days of sample date

d) Take fuel sample from both day and storage tanks and provide written test results from an authorized testing lab for all generators. Written results must be returned to Village of Buffalo Grove within 60 days of sample date

e) Visual Inspection Checks or Tests, with maintenance or adjustment as needed

- Batteries
- Check Battery Electrolyte Level (If applicable)

- Check Battery Voltages
- Load test battery(ies) separately (isolate) with proper Battery Load test Tool
- Clean & Tighten Battery Terminals
- Cranking Voltage
- Running Voltage
- Battery Charger Operation
- Starting motor
- Starting system
- Alternator-test for proper output
- Crankcase Oil Level
- Crankcase Breather, Check and Clean
- Fan drive pulley and fan
- Radiator / Heat exchanger
- Coolant Level
- Coolant Condition levels-Strip test for proper SCA levels
- Water heater, Water pump
- Fuel tank, Fuel lines and connections
- Fuel filters – primary and secondary. Check, drain and clean water separator and sediment trap, as needed
- Leaks – oil, water, fuel, coolant
- Belts, Check Condition and Tension
- All Hoses, Check Condition and Tighten Clamps
- Air Filter Condition and Duct Connections
- Air inlet system
- Turbocharger
- Exhaust manifold and exhaust system, including silencer, rain cap, and supports
- Vibration isolator
- Check Drip Drain on Exhaust
- Inspect Exhaust Flex Connectors, Muffler, Hangers & Supports
- Check Engine Electrical Connections
- Engine Monitors and Safety Controls
- Safety controls – check for proper operation
- Remote annunciators and alarms – inspect and test all panels and alarms for proper operation
- Ignition Wiring, General Wiring and Connections
- Inspect generator for foreign materials, loose or broken fittings, guards, and components.

Automatic Transfer Switch Service

Preventive Maintenance of Automatic Transfer Switch shall include (and includes all items in section 1), and meets NFPA 110 Section 8.3.5, latest edition:

a) Transfer Switch

- 1) Inspect contacts and insulating materials; lubricate as needed
- 2) Check time delays, exercise cycles and switching of power source
- 3) Check operating current level versus rating
- 4) Record all settings.
- 5) Record and compare voltage drop across main contacts
- 6) Check and record cable connections and contacts with infrared thermometer.
- 7) Check and tighten all cables and control wire connections.
- 8) Inspect battery in controller.

b) General

- 1) Check system, lamps and alarms
- 2) General inspection of emergency Stand-by system
- 3) Note operating condition
- 4) Run each generator for a minimum of ½ hour per site under load, as applicable.
- 5) Inspect and maintain the seasonal block heater, battery warmer and oil pan heaters, if applicable on each generator.

Note: This work in Section 2 shall be performed in accordance with the Pay Item for SEMI ANNUAL GENERATOR PREVENTATIVE MAINTENANCE.

SECTION 3: ANNUAL PREVENTIVE MAINTENANCE (OCCURS ANNUALLY IN SEPTEMBER/OCTOBER)

Annual Preventive Maintenance shall include **all six (6) month inspections and maintenance listed in Section 2, plus the tasks listed below EXCEPT Fluid Sampling and Oil Changes.**

a) Cooling System

- 1) Change coolant treatment/anti-freeze if run time has exceeded 1000 hours unless sampling indicates otherwise.
- 2) Change filters with **OEM only.**
- 3) Clean exterior of radiators/ heat exchanger
- 4) Check coolant treatment (SCA) and levels, add OEM coolants/SCA additives as needed
- 5) Check water pumps, fan drive pulley, fan, fan belt, jacket water heater, thermostat & circulating pumps
- 6) Lubricate fan pulley
- 7) Check tension of all belts, clamps
- 8) Examine all hoses, piping, fittings and tighten as needed
- 9) Dispose of waste per IEPA and EPA regulations
- 10) No tap water shall be used. Use only **distilled** water.

b) Fuel System

- 1) Maintain water separator, sediment trap
- 2) Change all filters with OEM only
- 3) Inspect all components, including fuel tank level, gauge, fuel line and connections, governor and controls
- 4) Check fuel pressure
- 5) Check priming pump

c) Lubricating System

- 1) Check Oil Levels, add oil as needed.
- 2) Inspect gaskets and seals
- 3) Clean crankcase, crankcase breather
- 4) Check Magneto / Distributor
- 5) Dispose of waste per IEPA and EPA regulations
- 6) Grease generator bearings, if applicable

d) General

- 1) Clean generator/engine/radiator with compressed air/degreaser
- 2) Perform test under full load
- 3) Check spark plugs and replace, as applicable and needed
- 4) Check operating alarms
- 5) Check block heater, battery warmer and oil pan heater, as applicable.
- 6) Clean air filter(s)
- 7) Check air filter service indicators, air inlet system, turbocharger, exhaust manifolds, exhaust system, valves and rotators (at valve adjustment only)
- 8) Clean/check motor operated louvers
- 9) Inspect generator for foreign materials, loose or broken fittings, guards, and components. Correct or adjust as necessary.

e) Electrical System

- 1) Check battery, add **distilled** water as needed
- 2) Test each battery(ies) separately (isolate) using proper Battery Load Test tool.
- 3) Check specific gravity
- 4) Battery charger – check and adjust charging rate
- 5) Battery warmer – maintain as needed
- 6) Starting motor
- 7) Alternator
- 8) Check battery cap vents

f) Switchgear

- 1) Operate circuit breaker manually
- 2) Bus bars, bracing and feeder connections

h) Generator

- 1) Measure/record generator winding resistance
- 2) Check bearings and grease as needed
- 3) Check slip rings, brushes, vibration isolators, wiring connections, and cable connections
- 4) Check and record amps, volts, oil pressure, water temperature, overspeed, over crank, etc. after 15 minutes of running time.
- 5) Check and record time for startup for signal delay, engine start, load pick up, automatic load transfer, load re-transfer
- 6) Check vibration and vibration isolators

i) Control System

- 1) General inspection of all engine monitor, safety controls and control panels
- 2) Check all gauges for proper operation and accuracy, safety controls
- 3) Check remote annunciator and alarms
- 4) Voltmeter
- 5) Ammeter
- 6) Frequency Meter
- 7) Circuit Breaker

j) Automatic Transfer Switch Service (Annual)

Annual/Initial Preventive Maintenance of Automatic Transfer Switch shall include (and includes all items in section 1), and meets NFPA 110 Section 8.3.5, latest edition:

a) Transfer Switch

- 1) Inspect contacts and insulating materials; lubricate as needed
- 2) Check time delays, exercise cycles and switching of power source. Set up exerciser on ATS.
- 3) Check operating current level versus rating
- 4) Record all settings.
- 5) Record and compare voltage drop across main contacts
- 6) Check and record cable connections and contacts with infrared thermometer.
- 7) Check and tighten all cables and control wire connections.
- 8) Replace battery in controller.

b) General

- 1) Check system, lamps and alarms
- 2) General inspection of emergency Stand-by system
- 3) Install strip heater in ATS as needed. Maintain as needed for winter operations..

k) Load Bank Test (Annual Test Only)

1. Any coolant or oil change shall be performed prior to load bank testing.
2. Run each generator for a minimum of 2 hours per site under 90% of Full Load, as applicable
3. Thermo-scan generator (both load and line sides), ATS (both line and load sides), all electrical terminations and associated equipment during load test and provide detailed report. Minimum of 4 scan must be recorded during 2 hour test. Scan equipment at 15 minutes, 45 minutes and 1 hour and 15 minutes and final one at 1hour and 45 minutes.
4. Complete a transient load test – go from 0% to 50%, 50% to 100%, 100% to 0% and 0% to 100%. Provide detailed report.

Any additional parts, repairs or services that are required, but not included under this agreement, will be brought to the attention of the customer in written form. Repairs will be made only after authorization by the Village, at its sole discretion. Any additional repairs, maintenance, parts or services will be performed at current rates for labor, parts and mileage.

REPORTS AND DOCUMENTATION/DELIVERABLES

The Contractor shall complete and furnish reports for each maintenance or service call with the invoice. A copy of each report shall be presented with time and materials maintained (if used outside the parameters of the monthly/annual charge). Reports shall include, but are not limited to:

- Date and time notification was received from the Village
- Date and time of arrival at location
- Type and model of equipment with current hours on unit
- Repair time
- Description of the repair/maintenance
- Date and time equipment becomes operational
- Part (s) order (if applicable)

Each report must be signed by the designated Village Representative for each generator in each building which certified the generator (s) is functional.

Additionally the Contractor shall provide the Village with copies of Load Bank Test Results and Fluid Analyses.

Failure to provide reports and documentation identified could result in termination of the Agreement.

Note: The work in Section 3 shall be performed in accordance with the Pay Item for ANNUAL GENERATOR PREVENTATIVE MAINTENANCE WITH 2 HR LOAD BANK.

SPECIFICATIONS – GLENVIEW

1. SCOPE OF WORK

The scope of work shall consist of annual generator preventative maintenance services and annual load bank testing and transfer switch maintenance services for the Village of Glenview (the "Village").

2. SITE ACCESS

The Contractor shall access to the sites during normal work hours, 7 to 4 p.m. during weekdays.

To access sites, please contact Eric Chapman, Lead Facilities Technician at (847) 904-4404.

3. PARTS

As a responsible first responder to emergencies within the area, it is the desire of the Village to insure that notification systems and water conveyance remain operational in the event of a power outage. Therefore, the Village requests that the awarded contractor maintain access to obtaining repair parts within a 24-48 hour time period.

If the Contractor cannot obtain parts or perform services within a reasonable time period (The Village shall be the sole determiner of "reasonable"), the Village, at its sole discretion, may obtain parts and/or service from another provider with no affect upon this Agreement. The Contractor agrees to work with the Village as necessary to obtain these parts and/or services to bring the apparatus on line in the quickest and most cost effective manner.

The decision to connect a portable apparatus shall be approved by the Village of Glenview's representative.

In the event the apparatus located at the Glenview Municipal Center fails and service cannot be restored within 24 hours, an alternate source of emergency electricity shall be made available by the Contractor. The decision to install an alternate apparatus shall require prior approval by the Village of Glenview. Failure to receive prior approval could result in non-payment for any costs associated with the use of the apparatus.

4. TECHNICIANS

The Contractor must provide one qualified technician to work on the equipment as identified herein, and upon request, must be able to provide a second qualified technician – should the Village determine that the task requires more than more qualified technician.

Contractor shall provide documentation/verification that service personnel have had training within a minimum of two (2) years "hands on" experience with the equipment identified herein.

5. ANNUAL GENERATOR PREVENTATIVE MAINTENANCE

Preventative Maintenance shall be performed on equipment to include, but not limited to the locations shown in Attachment A.

5.2. During each inspection, all systems must be visibly checked for potential problems, and are physically tested to assure reliability. Preventative maintenance service shall include, but is not limited to:

5.2.1. Lubrication

- Oil quantity and condition
- Oil filter (s)
- Oil pressure
- Crankcase breather
- System leaks

5.2.2. Cooling System

- Radiator/heat exchanger; interior and exterior
- Anti-freeze protection, *quantity and condition (inhibitors, freeze protection, foreign material) replace as necessary*

- Antifreeze Filter(s)
- Hoses and connections
- Fan drive pulley and fan
- Fan belts
- Water pump
- Thermostat (s)
- Jacket water heater (s)
- System leaks

5.2.3. Fuel System (s)

- Fuel tank inspection
- Rupture tank inspection
- Water separator, empty if necessary
- Fuel lines and connections
- Fuel injector and pump (s)
- Transfer, lift and return, pumps (s)
- Governor and controls
- Fuel filters (s)
- Fuel pressure
- Fuel testing for water and foreign material (*inform Village with recommendations including pulling sample and have tested*)
- Fuel level floats (*inform Village after testing if fuel level is below ¾ of a full tank*)
- System leaks

5.2.4. Ignition System

- Spark plugs
- Points
- Wiring
- Coil
- Corrosion

5.2.5. Air Induction and Exhaust

- Air Filter (s)
- Air filter assembly cover seal gasket (s) if where applicable
- Air box drains and drain tanks, where applicable
- Air filter service indicator (s)
- Air inlet system
- Turbocharger (s)
- Exhaust system
- Valve and rotators
- Leaks
- Condensation
- Flex pipe
- Rain cap
- Muffler

5.2.6. Housing/Doors

- Hinges
- Panels
- Fit
- Leaks

5.2.7. Housing/Cabinets

- General
- Fit
- Decals
- Space heater(s)

5.2.8. DC Electrical

- Batteries
 - Water level
 - Specific gravity
 - Terminal connections
- Engine safeties
 - Annunciator
 - Battery charge rate

5.2.9. AC Electrical

- Brushes
- Instruments
- Regulator
- Generator
- Circuit breakers
- Transfer switches

5.2.10. Operational Tests

- Load/no load (load tests require prior approval from an authorized Village representative)
- Voltage – AC/DC
- Amps – AC/DC
- Frequency
- Time delays
- Oil pressure
- Engine temperature

5.2.11. Starting System

- Lubricate all bearings, including rear when necessary
- Check timing and adjust if necessary
- Belts; condition and tension
- Fluid temperatures at operational speed
- Fluid leaks
- Motor mounts & vibration isolators

5.2.12. Generator

- Bearings
- Slip rings & brushes
- Vibration isolator (s)

5.2.13. Control Panel

- Start controls; auto/manual
- Voltmeter
- Ammeter
- Frequency meter; adjust running speed if necessary
- Circuit breaker
- Panel display
- Panel lamps

PLEASE NOTE: All fluids shall be disposed of according to IEPA standards

6. ANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE

7.1 LOAD BANK TEST

The annual load bank test shall include shall include at minimum:

- a. Load bank testing on each generator for its rated KW & voltage capacity.
- b. Perform load test at 25% load for 30 minutes, 50% load for 30 minutes, and 100% load for one hour
- c. Monitor the operation and verify the proper operation and conditions and report any problems

a. TRANSFER SWITCH MAINTENANCE

The annual transfer switch preventative maintenance must follow, at a minimum, NFPA 110 Section 8.3.5 (2005 edition). Further, inspection and testing/maintenance on each transfer switch shall include, at a minimum, the following tasks:

- Inspect for moisture or wetness, past or present
- Inspect insulating materials for deterioration due to excessive heat
- Inspect control relay contacts for corrosion or discoloration, due to excessive heat
- Conduct testing by simulating a normal power source failure with customer approval
- Check operating current level versus rating
- Record all timer relay settings, pickup, and dropout & timer settings; adjust if necessary
- Record and compare voltage drop across main contact
- Check and record cable connections and contacts with infrared thermometers
- Check all cables and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary
- Replace the battery in the controller
- Vacuum dust from the ATS and accessory panel
- Inspect all chutes and pole covers
- Inspect all arcing contacts for excessive corrosion, clean and adjust if necessary
- Remove grime with approved solvent
- Manually operate the main transfer movement to check proper contact alignment deflection, gap, and wiping action; adjust and clean if necessary
- Lubricate if necessary

7. REPAIRS

All emergency calls for unscheduled service shall be provided as necessary to diagnose problems and perform any repairs or adjustments between scheduled inspections and shall be pursuant to the Labor Rates quoted on the Bid Form. Emergency services are to be available 365 days per year, 24 hours per day.

Contractor must respond within one (1) hour of the Village's call (s) for service and must be at the location of the required service within two (2) hours after notification by the Village.

The Proposers will include with this bid, a 24 hour service telephone number, the Service manager's telephone number and an alternate phone number where service personnel can be reached in the event of an emergency.

Failure to provide emergency services as identified herein could result in termination of the Agreement.

Labor rates shall include all transportation costs and equipment necessary to perform annual maintenance/preventative maintenance. No allowances shall be made for transportation costs and routine/standard equipment.

In the event additional equipment is necessary to perform services, the Contractor shall receive prior approval in writing from the Village. Failure to obtain prior approval could result in non-payment by the Village.

8. ADD ALTERNATE OPTION #1 – BACKUP PUMP ENGINE MAINTENANCE

The Village requests alternate pricing for the maintenance of a 502 cu. in. natural gas engine coupled to a 250 HP electric motor/pump assembly via a right angle drive and manual clutch assembly. The engine driven pump is used by Public Works during times of extreme need where no electrical sources of power are available (via alternate utility feeds or generated electrical power) and is used to pump potable water into the Glenview water distribution system.

Preventative maintenance to this system is to follow the guidelines noted in Section 5.

9. WESTLAKE PUMP STATION (3704 WEST LAKE AVENUE) SWITCHGEAR AND ATS PREVENTATIVE MAINTENANCE

This pump station is equipped with a Westinghouse DS-II Switchgear, Allen Bradley low-voltage motor control center devices, two motor drive 480 volt transformers, one 480/208/120 distribution transformer and one Cummins 225A transfer switch. Preventative maintenance services are requested on an as-needed basis and shall consist of the following:

- A. Switchgear – Primary injection testing of the 9 DS-II circuit breakers and the cleaning of the switchgear, ductor and megger
- B. Transfer Switch – Insulation resistance testing, contact resistance testing, cleaning and lubrication of the transfer switch and a transfer test.
- C. Distribution transformer – Turns ratio testing, winding resistance testing, insulation resistance testing and cleaning
- D. Motor Drive Transformers - Turns ratio testing, winding resistance testing, insulation resistance testing and cleaning
- E. Motor control center devices – Insulation resistance testing and the cleaning of the gears and cubicles

10. RUGEN JR PUMP STATION (2210 RUGEN ROAD) SWITCHGEAR AND ATS PREVENTATIVE MAINTENANCE

This pump station is equipped with a Westinghouse DS-II Switchgear, Allen Bradley low-voltage motor control center devices, two motor drive 480 volt transformers, one 480/208/120 distribution transformer and one Cutler-Hammer transfer switch (Catalog number ATV4KDA30J225XJU). Preventative maintenance services are requested on an as-needed basis and shall consist of the following:

- A. Switchgear – Primary injection testing of the 9 DS-II circuit breakers and the cleaning of the switchgear, ductor and megger
- B. Transfer Switch – Insulation resistance testing, contact resistance testing, cleaning and lubrication of the transfer switch and a transfer test.
- C. Distribution transformer – Turns ratio testing, winding resistance testing, insulation resistance testing and cleaning
- D. Motor control center devices – Insulation resistance testing and the cleaning of the gears and cubicles
- E. Motor Drive Transformers - Turns ratio testing, winding resistance testing, insulation resistance testing and cleaning

11. REPORTS AND DOCUMENTATION/DELIVERABLES

The Contractor shall complete and furnish reports for each maintenance or service call with the invoice. A copy of each report shall be presented with time and materials maintained (if used outside the parameters of the monthly/annual charge). Reports shall include, but are not limited to:

- Date and time notification was received from the Village
- Date and time of arrival at location
- Type and model of equipment
- Repair time
- Description of the repair/maintenance
- Date and time equipment becomes operational
- Part (s) order (if applicable)

Each report must be signed by the designated Village Representative for each generator in each building which certified the generator (s) is functional. The mailing address for the Village of Glenview is 2500 East Lake Avenue, Glenview, IL 60026.

Additionally the Contractor shall provide the Village with copies of Load Bank Test Results and Fluid Analyses.

Failure to provide reports and documentation identified could result in termination of the Agreement.

SPECIFICATIONS – KENILWORTH

1. SCOPE OF WORK

The scope of work shall consist of semiannual generator preventative maintenance services and semiannual load bank testing and transfer switch maintenance services for the Village of Kenilworth (the "Village").

2. SITE ACCESS

The Contractor shall access to the sites during normal work hours, 7 to 4 p.m. during weekdays.

To access sites, please contact: Donald Leicht, Public Works Superintendent, Cell (847)-257-2354

Generators:

- 1) Village Hall 419 Richmond Road
Engine Make: Perkins
Engine Model # AH51042
Engine Serial # U62J122L
Generator Make: Olympian
Generator Model Number: D75P3
Generator Serial Number: NPF03598
Diesel Generator

Yearly PM and Load Bank required along with 24 hour emergency service.

- 2) Public Works 347 Ivy Ct.
Engine Make: General Motors
Engine Model # GM 8.1
Engine Serial # 22193-U09
Generator Make: Kohler
Generator Model Number: 100REZG
Generator Serial Number: 2276071
Natural Gas Generator

Yearly PM and Load Bank Required along with 24 hour emergency service.

- 3) Booster Station Kenilworth Ave and Ashland Dr.
Engine Make: Ford
Engine Model # WSG-1068
Engine Serial #
Natural Gas Generator
Generator Make: Cummings
Generator Model Number: 125GGHJ

Yearly PM and Load Bank Required along with 24 hour emergency service.

- 4) Water Plant 1 Kenilworth Ave
Engine Make: Cummings LT
Engine Model: A10-GI
Generator Make: Cummings

This Generator needs to have a general PM and Load Bank

3. PARTS

As a responsible first responder to emergencies within the area, it is the desire of the Village to insure that notification systems and water conveyance remain operational in the event of a power outage. Therefore, the Village requests that the awarded contractor maintain access to obtaining repair parts within a 24-48 hour time period.

If the Contractor cannot obtain parts or perform services within a reasonable time period (The Village shall be the sole determiner of "reasonable"), the Village, at its sole discretion, may obtain parts and/or service from another provider with no affect upon this Agreement. The Contractor agrees to work with the Village as necessary to obtain these parts and/or services to bring the apparatus on line in the quickest and most cost effective manner.

The decision to connect a portable apparatus shall be approved by the Village of Kenilworth representative.

4. TECHNICIANS

The Contractor must provide one qualified technician to work on the equipment as identified herein, and upon request, must be able to provide a second qualified technician – should the Village determine that the task requires more than more qualified technician.

Contractor shall provide documentation/verification that service personnel have had training within a minimum of two (2) years "hands on" experience with the equipment identified herein.

5. SEMIANNUAL GENERATOR PREVENTATIVE MAINTENANCE

Preventative Maintenance shall be performed on equipment to include, but not limited to the locations listed above.

5.1. During each inspection, all systems must be visibly checked for potential problems, and are physically tested to assure reliability. Preventative maintenance service shall include, but is not limited to:

5.1.1. Lubrication

- Oil quantity and condition
- Oil filter (s)
- Oil pressure
- Crankcase breather
- System leaks
- Change oil during Spring maintenance

5.1.2. Cooling System

- Radiator/heat exchanger; interior and exterior
- Anti-freeze protection, *quantity and condition (inhibitors, freeze protection, foreign material) replace as necessary*
- Antifreeze Filter(s)
- Hoses and connections
- Fan drive pulley and fan
- Fan belts
- Water pump
- Thermostat (s)
- Jacket water heater (s)
- System leaks

5.1.3. Fuel System (s)

- Fuel tank inspection
- Rupture tank inspection
- Water separator, empty if necessary
- Fuel lines and connections
- Fuel injector and pump (s)
- Transfer, lift and return, pumps (s)
- Governor and controls
- Fuel filters (s)
- Fuel pressure
- Fuel testing for water and foreign material (*inform City with recommendations including pulling sample and have tested*)
- Fuel level floats (*inform City after testing if fuel level is below ¾ of a full tank*)

- System leaks

5.1.4. Ignition System

- Spark plugs
- Points
- Wiring
- Coil
- Corrosion

5.1.5. Air Induction and Exhaust

- Air Filter (s)
- Air filter assembly cover seal gasket (s) if where applicable
- Air box drains and drain tanks, where applicable
- Air filter service indicator (s)
- Air inlet system
- Turbocharger (s)
- Exhaust system
- Valve and rotators
- Leaks
- Condensation
- Flex pipe
- Rain cap
- Muffler

5.1.6. Housing/Doors

- Hinges
- Panels
- Fit
- Leaks

5.1.7. Housing/Cabinets

- General
- Fit
- Decals
- Space heater(s)

5.1.8. DC Electrical

- Batteries
 - Water level
 - Specific gravity
 - Terminal connections
- Engine safeties
 - Annunciator
 - Battery charge rate

5.1.9. AC Electrical

- Brushes
- Instruments
- Regulator
- Generator
- Circuit breakers
- Transfer switches

5.1.10. Operational Tests

- Load/no load (load tests require prior approval from an authorized City representative)
- Voltage – AC/DC
- Amps – AC/DC
- Frequency

- Time delays
 - Oil pressure
 - Engine temperature
- 5.1.11. Starting System
- Lubricate all bearings, including rear when necessary
 - Check timing and adjust if necessary
 - Belts; condition and tension
 - Fluid temperatures at operational speed
 - Fluid leaks
 - Motor mounts & vibration isolators
- 5.1.12. Generator
- Bearings
 - Slip rings & brushes
 - Vibration isolator (s)
- 5.1.13. Control Panel
- Start controls; auto/manual
 - Voltmeter
 - Ammeter
 - Frequency meter; adjust running speed if necessary
 - Circuit breaker
 - Panel display
 - Panel lamps

PLEASE NOTE: All fluids shall be disposed of according to IEPA standards

6. SEMIANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE

6.1 LOAD BANK TEST

The semiannual load bank test shall include at minimum:

- a. Load bank testing on each generator for its rated KW & voltage capacity.
- b. Perform load test at 25% load for 30 minutes, 50% load for 30 minutes, and 100% load for one hour
- c. Monitor the operation and verify the proper operation and conditions and report any problems

6.2 TRANSFER SWITCH MAINTENANCE

The semiannual transfer switch preventative maintenance must follow, at a minimum, NFPA 110 Section 8.3.5 (2005 edition). Further, inspection and testing/maintenance on each transfer switch shall include, at a minimum, the following tasks:

- a. Inspect for moisture or wetness, past or present
- b. Inspect insulating materials for deterioration due to excessive heat
- c. Inspect control relay contacts for corrosion or discoloration, due to excessive heat
- d. Conduct testing by simulating a normal power source failure with customer approval
- e. Check operating current level versus rating
- f. Record all timer relay settings, pickup, and dropout & timer settings; adjust if necessary
- g. Record and compare voltage drop across main contact
- h. Check and record cable connections and contacts with infrared thermometers
- i. Check all cables and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary
- j. Replace the battery in the controller
- k. Vacuum dust from the ATS and accessory panel
- l. Inspect all chutes and pole covers
- m. Inspect all arcing contacts for excessive corrosion, clean and adjust if necessary
- n. Remove grime with approved solvent
- o. Manually operate the main transfer movement to check proper contact alignment deflection, gap, and wiping action; adjust and clean if necessary

p. Lubricate if necessary

7. REPAIRS

All emergency calls for unscheduled service shall be provided as necessary to diagnose problems and perform any repairs or adjustments between scheduled inspections and shall be pursuant to the Labor Rates quoted on the Bid Form. Emergency services are to be available 365 days per year, 24 hours per day.

Contractor must respond within one (1) hour of the Village's call (s) for service and must be at the location of the required service within two (2) hours after notification by the Village.

The Proposers will include with this bid, a 24 hour service telephone number, the Service manager's telephone number and an alternate phone number where service personnel can be reached in the event of an emergency.

Failure to provide emergency services as identified herein could result in termination of the Agreement.

Labor rates shall include all transportation costs and equipment necessary to perform semiannual maintenance/preventative maintenance. No allowances shall be made for transportation costs and routine/standard equipment.

In the event additional equipment is necessary to perform services, the Contractor shall receive prior approval in writing from the Village. Failure to obtain prior approval could result in non-payment by the Village.

8. REPORTS AND DOCUMENTATION/DELIVERABLES

The Contractor shall complete and furnish reports for each maintenance or service call with the invoice. A copy of each report shall be presented with time and materials maintained (if used outside the parameters of the monthly/semiannual charge). Reports shall include, but are not limited to:

- Date and time notification was received from the Village
- Date and time of arrival at location
- Type and model of equipment
- Repair time
- Description of the repair/maintenance
- Date and time equipment becomes operational
- Part (s) order (if applicable)

Each report must be signed by the designated Village Representative for each generator in each building which certified the generator (s) is functional.

Additionally the Contractor shall provide the Village with copies of Load Bank Test Results and Fluid Analyses.

Failure to provide reports and documentation identified could result in termination of the Agreement.

SPECIFICATIONS – LAKE FOREST

1. SCOPE OF WORK

The scope of work shall consist of semiannual generator preventative maintenance services and semiannual load bank testing and transfer switch maintenance services for the City of Lake Forest (the "City").

2. SITE ACCESS

The Contractor shall access to the sites during normal work hours, 7 to 4 p.m. during weekdays.

To access sites, please contact William Borzick, Building Maintenance Supervisor at (847) 613-0211.

3. PARTS

As a responsible first responder to emergencies within the area, it is the desire of the City to insure that notification systems and water conveyance remain operational in the event of a power outage. Therefore, the City requests that the awarded contractor maintain access to obtaining repair parts within a 24-48 hour time period.

If the Contractor cannot obtain parts or perform services within a reasonable time period (The City shall be the sole determiner of "reasonable"), the City, at its sole discretion, may obtain parts and/or service from another provider with no affect upon this Agreement. The Contractor agrees to work with the City as necessary to obtain these parts and/or services to bring the apparatus on line in the quickest and most cost effective manner.

The decision to connect a portable apparatus shall be approved by the City of Lake Forest's representative.

In the event the apparatus located at the Lake Forest Municipal Service Center fails and service cannot be restored within 24 hours, an alternate source of emergency electricity shall be made available by the Contractor. The decision to install an alternate apparatus shall require prior approval by the City of Lake Forest. Failure to receive prior approval could result in non-payment for any costs associated with the use of the apparatus.

4. TECHNICIANS

The Contractor must provide one qualified technician to work on the equipment as identified herein, and upon request, must be able to provide a second qualified technician – should the City determine that the task requires more than more qualified technician.

Contractor shall provide documentation/verification that service personnel have had training within a minimum of two (2) years "hands on" experience with the equipment identified herein.

5. SEMIANNUAL GENERATOR PREVENTATIVE MAINTENANCE

Preventative Maintenance shall be performed on equipment to include, but not limited to the locations shown in Attachment A.

5.2. During each inspection, all systems must be visibly checked for potential problems, and are physically tested to assure reliability. Preventative maintenance service shall include, but is not limited to:

5.2.1. Lubrication

- Oil quantity and condition
- Oil filter (s)
- Oil pressure
- Crankcase breather
- System leaks
- Change oil during Spring maintenance

5.2.2. Cooling System

- Radiator/heat exchanger; interior and exterior
- Anti-freeze protection, *quantity and condition (inhibitors, freeze protection,*

foreign material) replace as necessary

- Antifreeze Filter(s)
- Hoses and connections
- Fan drive pulley and fan
- Fan belts
- Water pump
- Thermostat (s)
- Jacket water heater (s)
- System leaks

5.2.3. Fuel System (s)

- Fuel tank inspection
- Rupture tank inspection
- Water separator, empty if necessary
- Fuel lines and connections
- Fuel injector and pump (s)
- Transfer, lift and return, pumps (s)
- Governor and controls
- Fuel filters (s)
- Fuel pressure
- Fuel testing for water and foreign material (*inform City with recommendations including pulling sample and have tested*)
- Fuel level floats (*inform City after testing if fuel level is below ¾ of a full tank*)
- System leaks

5.2.4. Ignition System

- Spark plugs
- Points
- Wiring
- Coil
- Corrosion

5.2.5. Air Induction and Exhaust

- Air Filter (s)
- Air filter assembly cover seal gasket (s) if where applicable
- Air box drains and drain tanks, where applicable
- Air filter service indicator (s)
- Air inlet system
- Turbocharger (s)
- Exhaust system
- Valve and rotators
- Leaks
- Condensation
- Flex pipe
- Rain cap
- Muffler

5.2.6. Housing/Doors

- Hinges
- Panels
- Fit
- Leaks

5.2.7. Housing/Cabinets

- General
- Fit
- Decals
- Space heater(s)

5.2.8. DC Electrical

- Batteries
 - Water level
 - Specific gravity
 - Terminal connections
- Engine safeties
 - Annunciator
 - Battery charge rate

5.2.9. AC Electrical

- Brushes
- Instruments
- Regulator
- Generator
- Circuit breakers
- Transfer switches

5.2.10. Operational Tests

- Load/no load (load tests require prior approval from an authorized City representative)
- Voltage – AC/DC
- Amps – AC/DC
- Frequency
- Time delays
- Oil pressure
- Engine temperature

5.2.11. Starting System

- Lubricate all bearings, including rear when necessary
- Check timing and adjust if necessary
- Belts; condition and tension
- Fluid temperatures at operational speed
- Fluid leaks
- Motor mounts & vibration isolators

5.2.12. Generator

- Bearings
- Slip rings & brushes
- Vibration isolator (s)

5.2.13. Control Panel

- Start controls; auto/manual
- Voltmeter
- Ammeter
- Frequency meter; adjust running speed if necessary
- Circuit breaker
- Panel display
- Panel lamps

PLEASE NOTE: All fluids shall be disposed of according to IEPA standards

6. SEMIANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE

6.1 LOAD BANK TEST

The semiannual load bank test shall include shall include at minimum:

- a. Load bank testing on each generator for its rated KW & voltage capacity.
- b. Perform load test at 25% load for 30 minutes, 50% load for 30 minutes, and 100% load for one hour

- c. Monitor the operation and verify the proper operation and conditions and report any problems

6.2 TRANSFER SWITCH MAINTENANCE

The semiannual transfer switch preventative maintenance must follow, at a minimum, NFPA 110 Section 8.3.5 (2005 edition). Further, inspection and testing/maintenance on each transfer switch shall include, at a minimum, the following tasks:

- a. Inspect for moisture or wetness, past or present
- b. Inspect insulating materials for deterioration due to excessive heat
- c. Inspect control relay contacts for corrosion or discoloration, due to excessive heat
- d. Conduct testing by simulating a normal power source failure with customer approval
- e. Check operating current level versus rating
- f. Record all timer relay settings, pickup, and dropout & timer settings; adjust if necessary
- g. Record and compare voltage drop across main contact
- h. Check and record cable connections and contacts with infrared thermometers
- i. Check all cables and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary
- j. Replace the battery in the controller
- k. Vacuum dust from the ATS and accessory panel
- l. Inspect all chutes and pole covers
- m. Inspect all arcing contacts for excessive corrosion, clean and adjust if necessary
- n. Remove grime with approved solvent
- o. Manually operate the main transfer movement to check proper contact alignment deflection, gap, and wiping action; adjust and clean if necessary
- p. Lubricate if necessary

7. REPAIRS

All emergency calls for unscheduled service shall be provided as necessary to diagnose problems and perform any repairs or adjustments between scheduled inspections and shall be pursuant to the Labor Rates quoted on the Bid Form. Emergency services are to be available 365 days per year, 24 hours per day.

Contractor must respond within one (1) hour of the City's call (s) for service and must be at the location of the required service within two (2) hours after notification by the City.

The Proposers will include with this bid, a 24 hour service telephone number, the Service manager's telephone number and an alternate phone number where service personnel can be reached in the event of an emergency.

Failure to provide emergency services as identified herein could result in termination of the Agreement.

Labor rates shall include all transportation costs and equipment necessary to perform semiannual maintenance/preventative maintenance. No allowances shall be made for transportation costs and routine/standard equipment.

In the event additional equipment is necessary to perform services, the Contractor shall receive prior approval in writing from the City. Failure to obtain prior approval could result in non-payment by the City.

8. ADD ALTERNATE OPTION #1 – BACKUP PUMP ENGINE MAINTENANCE

The City requests alternate pricing for the maintenance of a 502 cu. in. natural gas engine coupled to a 250 HP electric motor/pump assembly via a right angle drive and manual clutch assembly. The engine driven pump is used by Public Works during times of extreme need where no electrical sources of power are available (via alternate utility feeds or generated electrical power) and is used to pump potable water into the Lake Forest water distribution system.

Preventative maintenance to this system is to follow the guidelines noted in Section 5.

9. REPORTS AND DOCUMENTATION/DELIVERABLES

The Contractor shall complete and furnish reports for each maintenance or service call with the invoice. A copy of each report shall be presented with time and materials maintained (if used outside the parameters of the monthly/semiannual charge). Reports shall include, but are not limited to:

- Date and time notification was received from the City
- Date and time of arrival at location
- Type and model of equipment
- Repair time
- Description of the repair/maintenance
- Date and time equipment becomes operational
- Part (s) order (if applicable)

Each report must be signed by the designated City Representative for each generator in each building which certified the generator (s) is functional.

Additionally the Contractor shall provide the City with copies of Load Bank Test Results and Fluid Analyses.

Failure to provide reports and documentation identified could result in termination of the Agreement.

City of Lake Forest Emergency Generator Systems Information

No.	Location	Make	Type	Volts/Ph	KW	Gen Serial	Gen Manuf	Engine Serial	Percentage of Facility Covered
1.)	Villa Turicum Circle Lane	680 s.	Kohler	Diesel 75 gal	480/3Ø	60	367096	Kohler 6080Z1 CD4039T213920 John Deere 4039TE	100%
Note)	Gen Set Accessibility: Gen set sits outside.								
2.)	Spruce & Sheridan Spruce Avenue	511	Cat	Diesel 1100 gal (4000 gal capacity)	480/3Ø	600	0704134	Cat 5R4 81206227 Cat 3412	100%
Note)	Gen Set Accessibility: Gen set sits underground facility.								
3.)	5WS15 Westfork Drive	1600	Olympian	Natural Gas	480/3Ø	125	NGG0695	Olympian G125G1 N4D01189 GM 8.1	100%
Note)	Gen Set Accessibility: Gen set located on main floor.								
4.)	Booster Station Westleigh Road	1030	Cat	Natural Gas	480/3Ø	401	5NA07292	Cat 5R4 7D800386 Cat G3412	100%
Note)	Gen Set Accessibility: Gen set located on main floor.								
5.)	Elevated Tank Kennedy	13481 W.	Kohler	Diesel 75 gal	120/240 1Ø	49	662026	Kohler 5080Z1 4039TF004 John Deere 4039T395404	100%
Note)	Gen Set Accessibility: Gen set sits outside. Located at the southwest corner by the tank.								
6.)	Water Plant (West Generator) 1441 Lake Road		Cat	Diesel 2500 gal	480/3Ø	2000	4FN02900	Cat 5R4B PFDN01499 Cat 3516B	100%
Note)	Gen Set Accessibility: Gen set located on third (3rd) floor. Accessibility from ground level outside.								
7.)	Water Plant (East Generator) 1441 Lake Road		Cat	Diesel 2500 gal	480/3Ø	2000	TFD01498	Cat 5R4B 1H202766 Cat 3516B	100%
Note)	Gen Set Accessibility: Gen set located on third (3rd) floor. Accessibility from ground level outside.								
8.)	Willow Lakes Elderberry Court	1675	Kohler	Natural Gas	120/240	35	2147220	Kohler 30R2G	100%
Note)	Located inside building.								

9.)	Municipal Services Building 800 N. Field Drive	Cat	Diesel	120/240 3/Ø	250	7YR03191	Cat	SR4B	EPS00816 Cat 3306	35%
Note)	Gen Set Accessibility: Gen set sits outside in an enclosure. Located on north side of building.									
10.)	Public Safety Building 225 Dearpath Road	Kohler	Diesel 398 gal	120/208 3/Ø	350	32532D - PA 132B15-B1	Kohler	350R0ZD01	DBVF156477 7A34127-A279B21 Detroit 92 80327405	100%
Note)	Gen Set Accessibility: Gen set sits outside. Located on west side of drive.									
11.)	Fire Station 2 1111 Telegraph Road	Katolight	Diesel	120/208 3/Ø	150	AD207 330RE/T- 40Q7B	Katolight	D150FPJ4	RG6076A187093 John Deere	100%
Note)	Gen Set Accessibility: Gen set sits outside. Located on northeast corner of building.									
12.)	ELAWA Farms 1401 Middlefork Drive	Guardian	Natural Gas	120/240 1/Ø	45	514414	Guardian 52612	466454M-5G65413 Mitsubishi 2.4L	30%	
Note)	Gen Set Accessibility: Gen set sits outside. Located northwest corner of building.									
13.)	Recreation Center 400 Hastings Road	Kohler	Natural Gas	120/208 3/Ø	60	SGM324PCH	60RE2GB	CPS1B50702ED	10%	
Note)	Gen Set Accessibility: East side of building.									

City of Lake Forest **Transfer Switch** Assembly Information

No.	Location	Make	Model	Serial	Volts	Amps	Poles	Allow to Transfer
1.)	Villa Turicum Lift Station 680 S. Circle Lane	Kohler	K-166341-104	K61531	120/480 V	104	3	Yes With Authorization
Note)	Located outside the lift station on the east side of the building							
2.)	Spruce & Sheridan Lift Station 511 E. Spruce Avenue	GE Zenith	ZG5SA0803N-05	1456493	120/480 V 3 Phase	800	3	Yes With Authorization
Note)	Underground in the same room as the generator (confined space)							
3.)	Southwest Sewer Lift Station 1600 West Fork Drive	Caterpillar	CPG	TSA17400	120/480 V 3 Phase	4		Yes With Authorization
Note)	Located on the south wall of the building; confined space							
4.)	Booster Station 1030 Westleigh Road	ASCO	E962360097X	989938	120/480 V	600		Yes With Authorization
Note)	Located inside the building on the north side of the pump room							
5.)	Elevated Tank 1381 W. Kennedy Road	Kohler	GLS-164231-0225	K0655306	120/240 V	225	2	Yes With Authorization
Note)	Located inside the room on the south side of the Elevated Tank							
6., 7.)	Water Plant 1441 N. Lake Road	GE	AKD10	0873A2219	120/480 V 3 Phase	4000	3	No. Load test available onsite
Note)	Switch gear is for both east and west generators; no load test is allowed, but load testing equipment is available onsite							
8.)	Willow Lakes 1675 Elderberry Ct	Kohler	KSS-DFTA-0100S	K214761	240	100	3	Yes With Authorization
Note)	Located inside building							

9.)	Municipal Services Building 800 N. Field Drive	Kohler	KCS-DMWA-00705	K2242081	120/480 V	70	4	Yes With Authorization
Note)	Installed 6/9/2009							
10.)	Public Safety Building 255 W. Dearpath	Kohler	KEP	KEP DCTA 1200 SPK	120/208 V	1200	3	Yes With Authorization
Note)	Located in the far west end of the basement, in the hallway next to the main electric distribution panel							
11.)	Fire Station 2 1111 Telegraph Road	Katolight	2TSH60EC- AAAAC/DELLP TUW	210192X	120/208 V	600	4	Yes With Authorization
Note)	Located in main electrical room on north wall							
12.)	Elawa Farm 1401 Middlefork Drive	Generac	RTSN200A3	5158065	120/240 V	200	3	Yes With Authorization
Note)	Located in north building in electrical room							
13.)	Recreation Center 400 Hastings Road	Kohler	K1	KSS DCTA 0225 S	120/208 V	225	3	Yes With Authorization
Note)	Located on the north wall of the main electrical room							

SPECIFICATIONS – LINCOLNSHIRE

1. SCOPE OF WORK

The scope of work shall consist of annual generator preventative maintenance services and annual load bank testing and transfer switch maintenance services for the Village of Lincolnshire (the "Village").

2. SITE ACCESS

The Contractor shall access to the sites during normal work hours, 6:30 am to 3p.m. during weekdays.

To access sites, please contact, Matt Liewehr, Fleet Foreman at cell: 224-629-6117

Station Type	Address	Engine Make	Engine Model Number	Engine Serial Number	Generator Make	Generator Model Number	Generator Serial Number	Fuel
Pumping Station	101 Westminster & Warwick	Cummins	NTA855 - G5	10796845	Onan	3169 - 0817 / 3006979	A83704BF	Diesel
Lift Station	100 Fallstone Drive	Ford	ESG642	07RK66571	Olympian	G40F3	PNGC01169	NG
Lift Station	45 Londonderry	CAT	C4.4	E5A02169	CAT	LC3014E	N3R03443	Diesel
Lift Station	430 Farrington	Ford	CSG - 6491 - 6005 - F	29202 S - 15 - RK	Kohler	35RZ02	383626	NG
Lift Station	Westwood & Middleberry	Ford	ESG642	04VK26820	Olympian	G30F3	LNF301734	NG
Lift Station	201 Northampton	Ford	LRG425	05RG48289	Olympian	G20F3	NGF01164	NG
Lift Station	400 Old Mill Circle	Ford	LRG425	05ZG39673	Olympian	G20F3	01Y00000ANGF01057	NG
Lift Station	207 Northampton	Ford	V10 - 5.4L	E172A 200612 172008	Olympian	G35LG2	GXB02097	NG
Pumping Station	205 Schelter Road	CAT	C9	S9P01579	CAT	LC5	G5A09306	Diesel
Back up Generator	1 Olde Half Day Road	Ford	LSG8751600	06290C11RB	Onan	100ENR (B) A	F920473116	NG

3. PARTS

As a responsible first responder to emergencies within the area, it is the desire of the Village to insure that notification systems and water conveyance remain operational in the event of a power outage. Therefore, the Village requests that the awarded contractor maintain access to obtaining repair parts within a 24-48 hour time period.

If the Contractor cannot obtain parts or perform services within a reasonable time period (The Village shall be the sole determiner of "reasonable"), the Village, at its sole discretion, may obtain parts and/or service from another provider with no affect upon this Agreement. The Contractor agrees to work with the Village as necessary to obtain these parts and/or services to bring the apparatus on line in the quickest and most cost effective manner.

The decision to connect a portable apparatus shall be approved by the Village of Lincolnshire's representative.

In the event the apparatus located at the Lincolnshire Municipal Center fails and service cannot be restored within 24 hours, an alternate source of emergency electricity shall be made available by the Contractor. The decision to install an alternate apparatus shall require prior approval by the Village of Lincolnshire. Failure to receive prior approval could result in non-payment for any costs associated with the use of the apparatus.

4. TECHNICIANS

The Contractor must provide one qualified technician to work on the equipment as identified herein, and upon request, must be able to provide a second qualified technician – should the Village determine that the task requires more than more qualified technician.

Contractor shall provide documentation/verification that service personnel have had training within a minimum of two (2) years "hands on" experience with the equipment identified herein.

5. ANNUAL GENERATOR PREVENTATIVE MAINTENANCE

Preventative Maintenance shall be performed on equipment to include, but not limited to the locations shown in Attachment A.

5.3. During each inspection, all systems must be visibly checked for potential problems, and are physically tested to assure reliability. Preventative maintenance service shall include, but is not limited to:

5.3.1. Lubrication

- Oil quantity and condition
- Oil filter (s)
- Oil pressure
- Crankcase breather
- System leaks

5.3.2. Cooling System

- Radiator/heat exchanger; interior and exterior
- Anti-freeze protection, *quantity and condition (inhibitors, freeze protection, foreign material) replace as necessary*
- Antifreeze Filter(s)
- Hoses and connections
- Fan drive pulley and fan
- Fan belts
- Water pump
- Thermostat (s)
- Jacket water heater (s)
- System leaks

5.3.3. Fuel System (s)

- Fuel tank inspection
- Rupture tank inspection
- Water separator, empty if necessary
- Fuel lines and connections
- Fuel injector and pump (s)
- Transfer, lift and return, pumps (s)
- Governor and controls
- Fuel filters (s)
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- Fuel testing for water and foreign material (*inform Village with recommendations including pulling sample and have tested*)
- Fuel level floats (*inform Village after testing if fuel level is below $\frac{3}{4}$ of a full tank*)
- System leaks

5.3.4. Ignition System

- Spark plugs
- Points
- Wiring
- Coil
- Corrosion

5.3.5. Air Induction and Exhaust

- Air Filter (s)
- Air filter assembly cover seal gasket (s) if where applicable
- Air box drains and drain tanks, where applicable
- Air filter service indicator (s)
- Air inlet system
- Turbocharger (s)
- Exhaust system
- Valve and rotators
- Leaks
- Condensation
- Flex pipe
- Rain cap
- Muffler

5.3.6. Housing/Doors

- Hinges
- Panels
- Fit
- Leaks

5.3.7. Housing/Cabinets

- General
- Fit
- Decals
- Space heater(s)

5.3.8. DC Electrical

- Batteries
 - Water level
 - Specific gravity
 - Terminal connections
- Engine safeties
 - Annunciator
 - Battery charge rate

5.3.9. AC Electrical

- Brushes
- Instruments
- Regulator
- Generator
- Circuit breakers
- Transfer switches

5.3.10. Operational Tests

- Load/no load (load tests require prior approval from an authorized Village representative)
 - Voltage – AC/DC
 - Amps – AC/DC
 - Frequency
 - Time delays
 - Oil pressure
 - Engine temperature

5.3.11. Starting System

- Lubricate all bearings, including rear when necessary
- Check timing and adjust if necessary
- Belts; condition and tension
- Fluid temperatures at operational speed
- Fluid leaks
- Motor mounts & vibration isolators

5.3.12. Generator

- Bearings
- Slip rings & brushes
- Vibration isolator (s)

5.3.13. Control Panel

- Start controls; auto/manual
- Voltmeter
- Ammeter
- Frequency meter; adjust running speed if necessary
- Circuit breaker
- Panel display
- Panel lamps

PLEASE NOTE: All fluids shall be disposed of according to IEPA standards

6. ANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE

6.1 LOAD BANK TEST

The annual load bank test shall include shall include at minimum:

- a. Load bank testing on each generator for its rated KW & voltage capacity.
- b. Perform load test at 25% load for 30 minutes, 50% load for 30 minutes, and 100% load for one hour
- c. Monitor the operation and verify the proper operation and conditions and report any problems

6.2 TRANSFER SWITCH MAINTENANCE

The annual transfer switch preventative maintenance must follow, at a minimum, NFPA 110 Section 8.3.5 (2005 edition). Further, inspection and testing/maintenance on each transfer switch shall include, at a minimum, the following tasks:

- a. Inspect for moisture or wetness, past or present
- b. Inspect insulating materials for deterioration due to excessive heat
- c. Inspect control relay contacts for corrosion or discoloration, due to excessive heat
- d. Conduct testing by simulating a normal power source failure with customer approval
- e. Check operating current level versus rating
- f. Record all timer relay settings, pickup, and dropout & timer settings; adjust if necessary
- g. Record and compare voltage drop across main contact
- h. Check and record cable connections and contacts with infrared thermometers
- i. Check all cables and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary
- j. Replace the battery in the controller
- k. Vacuum dust from the ATS and accessory panel
- l. Inspect all chutes and pole covers
- m. Inspect all arcing contacts for excessive corrosion, clean and adjust if necessary
- n. Remove grime with approved solvent
- o. Manually operate the main transfer movement to check proper contact alignment deflection, gap, and wiping action; adjust and clean if necessary
- p. Lubricate if necessary

7. REPAIRS

All emergency calls for unscheduled service shall be provided as necessary to diagnose problems and perform any repairs or adjustments between scheduled inspections and shall be pursuant to the Labor Rates quoted on the Bid Form. Emergency services are to be available 365 days per year, 24 hours per day.

Contractor must respond within one (1) hour of the Village's call (s) for service and must be at the location of the required service within two (2) hours after notification by the Village.

The Proposers will include with this bid, a 24 hour service telephone number, the Service manager's telephone number and an alternate phone number where service personnel can be reached in the event of an emergency.

Failure to provide emergency services as identified herein could result in termination of the Agreement.

Labor rates shall include all transportation costs and equipment necessary to perform annual maintenance/preventative maintenance. No allowances shall be made for transportation costs and routine/standard equipment.

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The Contractor shall complete and furnish reports for each maintenance or service call with the invoice. A copy of each report shall be presented with time and materials maintained (if used outside the parameters of the monthly/annual charge). Reports shall include, but are not limited to:

- Date and time notification was received from the Village
- Date and time of arrival at location
- Type and model of equipment
- Repair time
- Description of the repair/maintenance
- Date and time equipment becomes operational
- Part (s) order (if applicable)

Each report must be signed by the designated Village Representative for each generator in each building which certified the generator (s) is functional.

Additionally the Contractor shall provide the Village with copies of Load Bank Test Results and Fluid Analyses.

Failure to provide reports and documentation identified could result in termination of the Agreement.

SPECIFICATIONS – MOUNT PROSPECT

The Village of Mount Prospect desires to obtain the services of a qualified and capable firm to provide the following service to Generators/transfer switches:

1. Assist the Village in compliance with all applicable RICE rules; including the proper creation and maintenance of all logs for each generator.
2. Propose vent stack emissions testing for CO, if applicable to comply with RICE rules.
3. The contractor shall provide both the six-month (section 2) and the annual service (section 3) as listed in the specifications. (April and September)
4. Testing/Inspect generators in accordance with the frequencies listed in section #2 and specifications of section #3.
5. The contractor shall use only **OEM parts** and recommended oils, coolants, greases or other lubricants. Exceptions must be noted and approved by the Village of Mount Prospect, at its sole discretion.

Any additional parts, repairs or services that are required, but not included under this agreement, will be brought to the attention of the customer in written form. Repairs will be made only after authorization by the Village, at its sole discretion. Any additional repairs, maintenance, parts or services will be performed at current rates for labor, parts and mileage.

Penalty for Non-OEM Parts

The Contractor shall provide OEM parts for the CATERPILLAR, CUMMINS and MQ generators. A penalty of \$100 per occurrence (one generator) shall be forfeited for the use on non-OEM parts plus the Contractor shall replace any non-OEM with the proper OEM part within ten days of notice. The penalty shall be deducted from any amounts due.

Any exceptions to the Contractor using non-OEM shall be clearly identified in the bid proposal using a separate sheet or sheets, clearly marked as OEM parts Exception(s). The Village, at its sole discretion, shall determine whether to accept or reject the bid proposal based on the number and type of OEM exceptions noted, if any.

6. Complete the Generator Inspection Form or alternate form approved by Village. Create/Update/keep log at generator of all inspections/tests.
7. Turn Generator Inspection Form to Mount Prospect Public Works. Any additional parts, repairs or services that are required, but not included under this agreement, will be brought to the attention of the customer in written form. Repairs will be made only after authorization by the Village, at its sole discretion. Any additional repairs, maintenance, parts or services will be performed at current rates for labor, parts and mileage.
8. In accordance with the frequencies listed in section #2 and #3, a properly qualified and experienced mechanic who will provide annual preventive maintenance (see section #3) to generators/transfer switches per industry standards.
9. In accordance with the frequencies listed in section #1 provide properly qualified and experienced staff to perform a complete actual transfer of power from normal power to emergency power and back to normal power or perform a load bank test of the appropriate size.
10. At each inspection; provide properly qualified and experienced staff to complete a full load test or load bank test where full load test is not practical or available. If a full load is not available, the Bid Proposal shall accommodate for a temporary load bank of sufficient size.
11. Must be able to provide 24-hour service to generators/transfer switch. Any exception(s) must be clearly noted and explained in Bid Proposal.

12. Contractor should be on-site within 4 hours in emergency situations, including after hour, weekend and holidays. Any exception(s) must be clearly noted and explained in Bid Proposal.

13. All preventative maintenance and testing shall be performed between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday.

SECTION 1:

To access sites, please contact Casey Botterman, Water/Sewer Superintendent at (847) 870-5640. Location and Listing of Generators to be covered by this Maintenance Agreement:

Unit	Location	Equipment	Qty	Manufacturer	Model	Serial	Rating	KVA Rating	Fuel Tank	
G1	112 E NW Hwy	generator	1	E.D.I	433rs14019bf-338	YE3908665	350 KW		250 gals D	
		ATS	1	Generac	92AO2335-W	19234	600 AMP			
		ATS	1	Generac	92BO2335-W	19235	600 AMP			
G2	2000 E Kensington	generator	1	Cummins	DSHAD - 1062107	1090036201	164.1 KW		500 gals D	
		ATS								
G3	1601 W Golf	generator	1	Detroit	125GSG-GM25339-GA1	750133	125 KW		Nat Gas	
		ATS	1	Spectrum	SCT-ACTA-0600S	K0749406	600 AMP			
G4	50 S Emerson	generator	1	Caterpillar	SR-194-4587	CER00897	500 KW		460 gals D	
		engine	1	Caterpillar	3466-236-4564	7WG01785			Diesel	
		ATS	1	Asco	D300330N1XC	231013-001	30 AMP			
		ATS	1	Asco	D300330N1XC	231013-002	30 AMP			
		Fire pump ATS	1	C-H	FT90-100D-LMR-L1-X1	16B-3204				
		Switch gear misc. info	2	Caterpillar			480 volt	725 AMP	625 KVA	
G5	Public Works	generator	1	Cummins	DQCA1065029	KO90084642	600 KW		3,000 gals D	
		engine	1	Cummins	QSK 23-G7NR2	320318				
		ATS	1	Cummins	PLTS1600G-195C	1090029522	1600 AMP			
G6	112 E Highland	generator	1	Caterpillar	SR4B - AFN03270	CAT00C27KDWB01010	750 KW		4000 gals D	
		engine	1	Caterpillar	C27	MJE01004				
		ATS	1	ASCO	7000	493175 -001RE	1200 AMP			
G7	1629 W Algonquin	generator	1	Caterpillar	SR4B - XAFN03269	CAT00C27CDWB01009	750 KW		4000 gals D	
		engine	1	Caterpillar	C27	MJE01008				
		ATS	1	Asco	7000	36157	1200 AMP			
G8	W. Golf Road	generator	1	GENERAC	5609700100	2084592	60 KW		Nat Gas	
		engine	1	GENERAC	003677					
		ATS	1	ZENITH	ZTSH22EC-38ELLPT	206316	225 AMP			
G9	Lincoln Relief	generator	1	MQ DCA25USI	DF-027012	7110528	240 V	25 KVA	50 gal D	
		engine	1	Isuzu 4LE2			70 AMP		17.2 gal D	
		ATS	1	Emerson Asco	Series 300	627799-006RE				
G10	Lincoln- We Go	generator	1	MQ DCA25USI	DF-027012	7110527	240 V	25 KVA	50 gal D	
		engine	1	Isuzu 4LE2			70 AMP		17.2 gal D	
		ATS	1	Emerson Asco	Series 300	627600-RE				
G11	Cottonwood Relief	generator	1	MQ DCA70USI	DH-07501	7361431	240 V	70 KVA	110 gal D	
		engine	1	Isuzu 4JJ1X			200 AMP		39.8 gal D	
		ATS	1	Emerson Asco	Series 300	621993-RE				
G12	Maple - Berkshire Relief	generator	1	MQ DCA25USI	DF-027012	7110529	240 V	25 KVA	50 gal D	
		engine	1	Isuzu 4LE2			70 AMP		17.2 gal D	
		ATS	1	Emerson Asco	Series 300	627799-005 RE				
G13	William Relief	generator	1	MQ DCA25USI	DF-027012	7110525	240 V	25 KVA	50 gal D	
		engine	1	Isuzu 4LE2			70 AMP		17.2 gal D	
		ATS	1	Emerson Asco	Series 300	627799-003 RE				
G14	Louis Relief	generator	1	MQ DCA25USI	DF-027012	7110516	240 V	25 KVA	50 gal D	
		engine	1	Isuzu 4LE2			70 AMP		17.2 gal D	
		ATS	1	Emerson Asco	Series 300	627799-004 RE				
G15	Fairview Relief	generator	1	MQ DCA45USI	DH-04801	7205074	240 V	45 KVA	80 gal D	
		engine	1	Isuzu 4JJ1T			104 AMP		26.4 gal D	
		ATS	1	Emerson Asco	Series 300	627799-001 RE				
G16	George Relief	generator	1	MQ DCA45USI	DH-04801	7205075	240 V	45 KVA	80 gal D	
		engine	1	Isuzu 4JJ1T			104 AMP		26.4 gal D	
		ATS	1	Emerson Asco	Series 300	627799-002 RE				
G17	1480 N Elmhurst Rd	Generator	1	Catepillar	SR4B - AFN04381	CAT00C27ADWB3362	750 KW		4000G	
		Engine	1	Catepillar	C27	MJE03362				
		ATS	1	ASCO	7000		1200 AMP			
G18	800 See Gwun	Generator	1	Catepillar	SR4B	CAT00C27CDGS00189	750 KW		4000G	
		Engine	1	Catepillar	C27	MJE03665				
		ATS	1	ASCO	7000		1200 AMP			

SECTION 2: REGULAR PREVENTIVE MAINTENANCE (SIX MONTH INTERVALS: OCCURS ANNUALLY IN APRIL AND SEPTEMBER)

Regular Preventive Maintenance shall include as required, needed or applicable:

- a) Replacement of Worn and Deteriorated Parts
If any parts are found to be worn or defective, the Contractor shall provide a written replacement/repair quote, subject to Village acceptance.
- b) Take oil sample, provide written test results from an authorized testing lab for all generators greater than 400 kW. For all generators smaller than 400 kW; the Contractor shall change engine oil and filter (OEM filter(s) only) in lieu of the oil sampling during this PM. Written results must be returned to Village of Mount Prospect within 60 days of sample date(**Samples are to be completed on the APRIL Visit**)
- c) Take coolant samples, provide written test results from an authorized testing lab for all generators. Written results must be returned to Village of Mount Prospect within 60 days of sample date. (**This is to be completed on the APRIL Visit**)
- d) Take fuel sample from both day and storage tanks and provide written test results from an authorized testing lab for all generators. Written results must be returned to Village of Mount Prospect within 60 days of sample date(**This is to be completed on the APRIL Visit**)
- e) Visual Inspection Checks or Tests, with maintenance or adjustment as needed
 - Batteries
 - Check Battery Electrolyte Level (If applicable)
 - Check Battery Voltages
 - Load test battery(ies) separately (isolate) with proper Battery Load test Tool
 - Clean & Tighten Battery Terminals
 - Cranking Voltage
 - Running Voltage
 - Battery Charger Operation
 - Starting motor
 - Starting system
 - Alternator-test for proper output
 - Crankcase Oil Level
 - Crankcase Breather, Check and Clean
 - Fan drive pulley and fan
 - Radiator / Heat exchanger
 - Coolant Level
 - Coolant Condition levels-Strip test for proper SCA levels
 - Water heater, Water pump
 - Fuel tank, Fuel lines and connections
 - Fuel filters – primary and secondary. Check, drain and clean water separator and sediment trap, as needed
 - Leaks – oil, water, fuel, coolant
 - Belts, Check Condition and Tension
 - All Hoses, Check Condition and Tighten Clamps
 - Air Filter Condition and Duct Connections
 - Air inlet system
 - Turbocharger
 - Exhaust manifold and exhaust system, including silencer, rain cap, and supports
 - Vibration isolator
 - Check Drip Drain on Exhaust
 - Inspect Exhaust Flex Connectors, Muffler, Hangers & Supports
 - Check Engine Electrical Connections
 - Engine Monitors and Safety Controls
 - Safety controls – check for proper operation
 - Remote annunciators and alarms – inspect and test all panels and alarms for proper operation

- Ignition Wiring, General Wiring and Connections
- Inspect generator for foreign materials, loose or broken fittings, guards, and components.

1. Automatic Transfer Switch Service

Preventive Maintenance of Automatic Transfer Switch shall include (and includes all items in section 1), and meets NFPA 110 Section 8.3.5, latest edition:

a) Transfer Switch

- 1) Inspect contacts and insulating materials; lubricate as needed
- 2) Check time delays, exercise cycles and switching of power source
- 3) Check operating current level versus rating
- 4) Record all settings.
- 5) Record and compare voltage drop across main contacts
- 6) Check and record cable connections and contacts with infrared thermometer.
- 7) Check and tighten all cables and control wire connections.
- 8) Inspect battery in controller.

b) General

- 1) Check system, lamps and alarms
- 2) General inspection of emergency Stand-by system
- 3) Note operating condition
- 4) Run each generator for a minimum of ½ hour per site under load, as applicable.
- 5) Inspect and maintain the seasonal block heater, battery warmer and oil pan heaters, if applicable on each generator.

Note: This work in Section 2 shall be performed in accordance with the Pay Item for SEMI ANNUAL GENERATOR PREVENTATIVE MAINTENANCE.

SECTION 3: ANNUAL PREVENTIVE MAINTENANCE (OCCURS ANNUALLY IN SEPTEMBER)

Annual Preventive Maintenance shall include **all six (6) month inspections and maintenance listed in Section 2, plus the tasks listed below EXCEPT Fluid Sampling and Oil Changes.**

a) Cooling System

- 1) *Change coolant treatment/anti-freeze on the list below.*
 - a. *In 2019, change coolant on G4*
 - b. *In 2020, change coolant on G17*
- 2) Add Coolant as needed on all units as needed
- 3) Change filters with **OEM only.**
- 4) Clean exterior of radiators/ heat exchanger
- 5) Check coolant treatment (SCA) and levels, add OEM coolants/SCA additives as needed
- 6) Check water pumps, fan drive pulley, fan, fan belt, jacket water heater, thermostat & circulating pumps
- 7) Lubricate fan pulley
- 8) Check tension of all belts, clamps
- 9) Examine all hoses, piping, fittings and tighten as needed
- 10) Dispose of waste per IEPA and EPA regulations
- 11) No tap water shall be used. Use only **distilled** water.

b) Fuel System

- 1) Maintain water separator, sediment trap
- 2) Change all filters with OEM only
- 3) Inspect all components, including fuel tank level, gauge, fuel line and connections, governor and controls
- 4) Check fuel pressure
- 5) Check priming pump

c) Lubricating System

- 1) Check Oil Levels, add oil as needed. *Complete Oil Change / Filters after load bank on below units*
 - a) 2019 – G17
 - b) 2020 – G18
- 2) Inspect gaskets and seals
- 3) Clean crankcase, crankcase breather
- 4) Check Magneto / Distributor
- 5) Dispose of waste per IEPA and EPA regulations
- 6) Grease generator bearings, if applicable

d) General

- 1) Clean generator/engine/radiator with compressed air/degreaser
- 2) Perform test under full load
- 3) Check spark plugs and replace, as applicable and needed
- 4) Check operating alarms
- 5) Check block heater, battery warmer and oil pan heater, as applicable.
- 6) Clean air filter(s)
- 7) Check air filter service indicators, air inlet system, turbocharger, exhaust manifolds, exhaust system, valves and rotators (at valve adjustment only)
- 8) Clean/check motor operated louvers
- 9) Inspect generator for foreign materials, loose or broken fittings, guards, and components. Correct or adjust as necessary.

e) Electrical System

- 1) Check battery, add **distilled** water as needed
- 2) Test each battery(ies) separately (isolate) using proper Battery Load Test tool.
- 3) Check specific gravity
- 4) Battery charger – check and adjust charging rate
- 5) Battery warmer – maintain as needed
- 6) Starting motor
- 7) Alternator
- 8) Check battery cap vents

f) Switchgear

- 1) Operate circuit breaker manually
- 2) Bus bars, bracing and feeder connections

h) Generator

- 1) Measure/record generator winding resistance
- 2) Check bearings and grease as needed
- 3) Check slip rings, brushes, vibration isolators, wiring connections, and cable connections
- 4) Check and record amps, volts, oil pressure, water temperature, overspeed, over crank, etc. after 15 minutes of running time.
- 5) Check and record time for startup for signal delay, engine start, load pick up, automatic load transfer, load re-transfer
- 6) Check vibration and vibration isolators

i) Control System

- 1) General inspection of all engine monitor, safety controls and control panels
- 2) Check all gauges for proper operation and accuracy, safety controls
- 3) Check remote annunciator and alarms
- 4) Voltmeter
- 5) Ammeter
- 6) Frequency Meter
- 7) Circuit Breaker

j) Automatic Transfer Switch Service (Annual)

Annual/Initial Preventive Maintenance of Automatic Transfer Switch shall include (and includes all items in section 1), and meets NFPA 110 Section 8.3.5, latest edition:

a) Transfer Switch

- 1) Inspect contacts and insulating materials; lubricate as needed

- 2) Check time delays, exercise cycles and switching of power source. Set up exerciser on ATS.
- 3) Check operating current level versus rating
- 4) Record all settings.
- 5) Record and compare voltage drop across main contacts
- 6) Check and record cable connections and contacts with infrared thermometer.
- 7) Check and tighten all cables and control wire connections.
- 8) Replace battery in controller.

b) General

- 1) Check system, lamps and alarms
- 2) General inspection of emergency Stand-by system
- 3) Install strip heater in ATS as needed. Maintain as needed for winter operations..

k) Load Bank Test (Annual Test Only)

1. Any coolant or oil change shall be performed prior to load bank testing.
2. Run each generator for a minimum of 2 hours per site under 90% of Full Load, as applicable
3. Thermo-scan generator (both load and line sides), ATS (both line and load sides), all electrical terminations and associated equipment during load test and provide detailed report. Minimum of 4 scan must be recorded during 2 hour test. Scan equipment at 15 minutes, 45 minutes and 1 hour and 15 minutes and final one at 1hour and 45 minutes.
4. Complete a transient load test – go from 0% to 50%, 50% to 100%, 100% to 0% and 0% to 100%. Provide detailed report.

Any additional parts, repairs or services that are required, but not included under this agreement, will be brought to the attention of the customer in written form. Repairs will be made only after authorization by the Village, at its sole discretion. Any additional repairs, maintenance, parts or services will be performed at current rates for labor, parts and mileage.

REPORTS AND DOCUMENTATION/DELIVERABLES

The Contractor shall complete and furnish reports for each maintenance or service call with the invoice. A copy of each report shall be presented with time and materials maintained (if used outside the parameters of the monthly/annual charge). Reports shall include, but are not limited to:

- Date and time notification was received from the Village
- Date and time of arrival at location
- Type and model of equipment with current hours on unit
- Repair time
- Description of the repair/maintenance
- Date and time equipment becomes operational
- Part (s) order (if applicable)

Each report must be signed by the designated Village Representative for each generator in each building which certified the generator (s) is functional.

Additionally the Contractor shall provide the Village with copies of Load Bank Test Results and Fluid Analyses.

Failure to provide reports and documentation identified could result in termination of the Agreement.

Note: The work in Section 3 shall be performed in accordance with the Pay Item for ANNUAL GENERATOR PREVENTATIVE MAINTENANCE WITH 2 HR LOAD BANK.

QUESTIONS & ANSWERS SPECIFIC TO MOUNT PROSPECT

Please see the following questions and answers concerning the Specifications for the Village of Mount Prospect:

- 1.1. Question: On the load-test sheet, is it a building-load sheet or load-bank sheet?
Answer: Load Bank

- 1.2. Question: On the load-test sheet, is it necessary to check the freeze point of the coolant every 20 minutes?
Answer: No need to check freeze protection during load bank. It needs to be checked during the fluid portion of the PM check
- 1.3. Question: Concerning the requirement for operational checks with the unit running. It says to log every 20 minutes. Is that building or load bank?
Answer: Need to log the generator and load bank, if load banking
- 1.4. Question: Do the oil filters, fuel filters, and coolant filters need to be OEM supplied or can we use aftermarket filters?
Answer: No substitutions, must be OEM.

SPECIFICATIONS – WILMETTE

The Village of Wilmette desires to obtain the services of a qualified and capable firm to provide the following service to Generators/transfer switches:

1. Assist the Village in compliance with all applicable RICE rules; including the proper creation and maintenance of all logs for each generator.
2. Propose vent stack emissions testing for CO, if applicable to comply with RICE rules.
3. The contractor shall provide both the six-month (section 2) and the annual service (section 3) as listed in the specifications.
4. Testing/Inspect generators in accordance with the frequencies listed in section #2 and specifications of section #3.
5. The contractor shall use only **OEM parts** and recommended oils, coolants, greases or other lubricants. Exceptions must be noted and approved by the Village of Wilmette, at its sole discretion.

Any additional parts, repairs or services that are required, but not included under this agreement, will be brought to the attention of the customer in written form. Repairs will be made only after authorization by the Village, at its sole discretion. Any additional repairs, maintenance, parts or services will be performed at current rates for labor, parts and mileage.

Penalty for Non-OEM Parts

The Contractor shall provide OEM parts for the CATERPILLAR, CUMMINS and MQ generators. A penalty of \$100 per occurrence (one generator) shall be forfeited for the use on non-OEM parts plus the Contractor shall replace any non-OEM with the proper OEM part within ten days of notice. The penalty shall be deducted from any amounts due.

Any exceptions to the Contractor using non-OEM shall be clearly identified in the bid proposal using a separate sheet or sheets, clearly marked as OEM parts Exception(s). The Village, at its sole discretion, shall determine whether to accept or reject the bid proposal based on the number and type of OEM exceptions noted, if any.

6. Complete the Generator Inspection Form or alternate form approved by Village. Create/Update/keep log at generator of all inspections/tests.
7. Turn Generator Inspection Form to Wilmette Public Works. Any additional parts, repairs or services that are required, but not included under this agreement, will be brought to the attention of the customer in written form. Repairs will be made only after authorization by the Village, at its sole discretion. Any additional repairs, maintenance, parts or services will be performed at current rates for labor, parts and mileage.
8. In accordance with the frequencies listed in section #2 and #3, a properly qualified and experienced mechanic who will provide annual preventive maintenance (see section #3) to generators/transfer switches per industry standards.
9. In accordance with the frequencies listed in section #1 provide properly qualified and experienced staff to perform a complete actual transfer of power from normal power to emergency power and back to normal power or perform a load bank test of the appropriate size.
10. At each inspection; provide properly qualified and experienced staff to complete a full load test or load bank test where full load test is not practical or available. If a full load is not available, the Bid Proposal shall accommodate for a temporary load bank of sufficient size.
11. Must be able to provide 24-hour service to generators/transfer switch. Any exception(s) must be clearly noted and explained in Bid Proposal.

12. Contractor should be on-site within 4 hours in emergency situations, including after hour, weekend and holidays. Any exception(s) must be clearly noted and explained in Bid Proposal.
13. All preventative maintenance and testing shall be performed between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday.

SECTION 1:

To access sites, please contact

John Ramaker
Facilities Supervisor
847.853.7624
ramakerj@wilmette.com
Generators
Fire Station 26
Fire Station 27
Police Station

Guy Lam
Deputy Dir of PW
847.853.7595
lmg@wilmette.com
Generators
Public Works Yard

Nate Jordan
Assistant Director Water Plant
847.853.7543
jordann@wilmette.com
Generators
Reservoir
POLs Station
SWPS Station
West Park

Location and Listing of the village of Wilmette List of Generators for load bank testing and ATS work exclusions to be covered by this Maintenance Agreement:

	Fire Station 26	Fire Station 27	Police Station	Public Works Yard
Address	1304 Lake Ave	747 Illinois Road	710 Ridge Road	711 Laramie Ave
Description	Onan 150 KW, Single Phase 240V	Onan 60KW 240V single phase	175 kW 120/208V, 3 PH, 4W, base tank	350kW, 438 KVA, 120/208V, 3PH, 4W, base tank
Location	Outdoor Enclosure	Outdoor Enclosure	In Basement	Outdoor Enclosure
Fuel	Diesel	Natural Gas	Diesel	Diesel
Gen Mfg	Newage	Stamford	Onan	Generac SD 350
Gen Model	DGFA-574808058	GGHE-6071451	175DGFB	SD0350KG17129D18H PLY3
Gen Serial #	A060876458	K100167048	H910409092	3004066775
Eng Mfg	Cummins	Ford 6.8L /NG	Cummins	Iveco/FPT
Eng Model	6CTA8.3-G2	WSG1068	6CTA8.3-G	D.12.9.1
Eng Serial #	46572770	E172A 090910-25202-42	44646185	E003-263054
Year built	01/2006	11/2010	1991	1/22/2019
ATS Mfg	Cummins	Cummins		
ATS Model	OTCU 150C	OT800		
ATS Serial #	910416674	B980692917		
	West Park	Reservoir	SWPS	POLs Station
Address	3555 Lake Ave	711 Laramie Ave	4000 Lake Ave	4000 Lake Ave
Description	250 KW	250W, 438 KVA, 120/208V, 3PH, 4W,	800 kW, 408v, 3 PH, base tank	75 kW 120/208V, 3 PH
Location				
Fuel	Diesel	Diesel	Diesel	Diesel
Gen Mfg	Onan	Marathon	Cummins	Stamford
Gen Model	250.0DQDAA	500FDR8044GG-P250 W	DQFAB-546201	CA115-S14
Gen Serial #	G150846914	TF3385829	37240956	G15J431379
Eng Mfg	Cummins	Cummins	Cummins	Cummins
Eng Model	6CTA8.3-G	KT106	QST30-G5	4BT33G5
Eng Serial #	44646185	37573	10909	72021094
Year built	2015	1987	8/4/2009	2015
ATS Mfg	/-----No Load Bank or ATS Work Required-----/			/---No ATS Work---/
ATS Model				
ATS Serial #				

SECTION 2: REGULAR PREVENTIVE MAINTENANCE (SIX MONTH INTERVALS: OCCURS ANNUALLY IN APRIL AND SEPTEMBER)

Regular Preventive Maintenance shall include as required, needed or applicable:

- a) Replacement of Worn and Deteriorated Parts
If any parts are found to be worn or defective, the Contractor shall provide a written replacement/repair quote, subject to Village acceptance.
- b) Take oil sample, provide written test results from an authorized testing lab for all generators greater than 400 kW. For all generators smaller than 400 kW; the Contractor shall change engine oil and filter (OEM filter(s) only) in lieu of the oil sampling during this PM. Written results must be returned to Village of Wilmette within 60 days of sample date
- c) Take coolant samples, provide written test results from an authorized testing lab for all generators. Written results must be returned to Village of Wilmette within 60 days of sample date
- d) Take fuel sample from both day and storage tanks and provide written test results from an authorized testing lab for all generators. Written results must be returned to Village of Wilmette within 60 days of sample date
- e) Visual Inspection Checks or Tests, with maintenance or adjustment as needed
 - Batteries
 - Check Battery Electrolyte Level (If applicable)
 - Check Battery Voltages
 - Load test battery(ies) separately (isolate) with proper Battery Load test Tool
 - Clean & Tighten Battery Terminals
 - Cranking Voltage
 - Running Voltage
 - Battery Charger Operation
 - Starting motor
 - Starting system
 - Alternator-test for proper output
 - Crankcase Oil Level
 - Crankcase Breather, Check and Clean
 - Fan drive pulley and fan
 - Radiator / Heat exchanger
 - Coolant Level
 - Coolant Condition levels-Strip test for proper SCA levels
 - Water heater, Water pump
 - Fuel tank, Fuel lines and connections
 - Fuel filters – primary and secondary. Check, drain and clean water separator and sediment trap, as needed
 - Leaks – oil, water, fuel, coolant
 - Belts, Check Condition and Tension
 - All Hoses, Check Condition and Tighten Clamps
 - Air Filter Condition and Duct Connections
 - Air inlet system
 - Turbocharger
 - Exhaust manifold and exhaust system, including silencer, rain cap, and supports
 - Vibration isolator
 - Check Drip Drain on Exhaust
 - Inspect Exhaust Flex Connectors, Muffler, Hangers & Supports
 - Check Engine Electrical Connections
 - Engine Monitors and Safety Controls
 - Safety controls – check for proper operation
 - Remote annunciators and alarms – inspect and test all panels and alarms for proper operation
 - Ignition Wiring, General Wiring and Connections
 - Inspect generator for foreign materials, loose or broken fittings, guards, and components.

Automatic Transfer Switch Service

Preventive Maintenance of Automatic Transfer Switch shall include (and includes all items in section 1), and meets NFPA 110 Section 8.3.5, latest edition:

a) Transfer Switch

- 9) Inspect contacts and insulting materials; lubricate as needed
- 10) Check time delays, exercise cycles and switching of power source
- 11) Check operating current level versus rating
- 12) Record all settings.
- 13) Record and compare voltage drop across main contacts
- 14) Check and record cable connections and contacts with infrared thermometer.
- 15) Check and tighten all cables and control wire connections.
- 16) Inspect battery in controller.

b) General

- 6) Check system, lamps and alarms
- 7) General inspection of emergency Stand-by system
- 8) Note operating condition
- 9) Run each generator for a minimum of ½ hour per site under load, as applicable.
- 10) Inspect and maintain the seasonal block heater, battery warmer and oil pan heaters, if applicable on each generator.

Note: This work in Section 2 shall be performed in accordance with the Pay Item for SEMI ANNUAL GENERATOR PREVENTATIVE MAINTENANCE.

SECTION 3: ANNUAL PREVENTIVE MAINTENANCE (OCCURS ANNUALLY IN SEPTEMBER)

Annual Preventive Maintenance shall include **all six (6) month inspections and maintenance listed in Section 2, plus the tasks listed below EXCEPT Fluid Sampling and Oil Changes.**

a) Cooling System

- 12) Change coolant treatment/anti-freeze if run time has exceeded 1000 hours unless sampling indicates otherwise or as indicated in the table below:
 - a. In 2019, change coolants for the following units: G2, G5, G9, G13, G17
 - b. In 2020, change coolants for the following units: G10, G12, G15, G18
- 13) Change filters with **OEM only**.
- 14) Clean exterior of radiators/ heat exchanger
- 15) Check coolant treatment (SCA) and levels, add OEM coolants/SCA additives as needed
- 16) Check water pumps, fan drive pulley, fan, fan belt, jacket water heater, thermostat & circulating pumps
- 17) Lubricate fan pulley
- 18) Check tension of all belts, clamps
- 19) Examine all hoses, piping, fittings and tighten as needed
- 20) Dispose of waste per IEPA and EPA regulations
- 21) No tap water shall be used. Use only **distilled** water.

b) Fuel System

- 6) Maintain water separator, sediment trap
- 7) Change all filters with OEM only
- 8) Inspect all components, including fuel tank level, gauge, fuel line and connections, governor and controls
- 9) Check fuel pressure
- 10) Check priming pump

c) Lubricating System

- 7) Check Oil Levels, add oil as needed.
- 8) Inspect gaskets and seals
- 9) Clean crankcase, crankcase breather
- 10) Check Magneto / Distributor

- 11) Dispose of waste per IEPA and EPA regulations
- 12) Grease generator bearings, if applicable

d) General

- 10) Clean generator/engine/radiator with compressed air/degreaser
- 11) Perform test under full load
- 12) Check spark plugs and replace, as applicable and needed
- 13) Check operating alarms
- 14) Check block heater, battery warmer and oil pan heater, as applicable.
- 15) Clean air filter(s)
- 16) Check air filter service indicators, air inlet system, turbocharger, exhaust manifolds, exhaust system, valves and rotators (at valve adjustment only)
- 17) Clean/check motor operated louvers
- 18) Inspect generator for foreign materials, loose or broken fittings, guards, and components. Correct or adjust as necessary.

e) Electrical System

- 9) Check battery, add **distilled** water as needed
- 10) Test each battery(ies) separately (isolate) using proper Battery Load Test tool.
- 11) Check specific gravity
- 12) Battery charger – check and adjust charging rate
- 13) Battery warmer – maintain as needed
- 14) Starting motor
- 15) Alternator
- 16) Check battery cap vents

f) Switchgear

- 3) Operate circuit breaker manually
- 4) Bus bars, bracing and feeder connections

h) Generator

- 7) Measure/record generator winding resistance
- 8) Check bearings and grease as needed
- 9) Check slip rings, brushes, vibration isolators, wiring connections, and cable connections
- 10) Check and record amps, volts, oil pressure, water temperature, overspeed, over crank, etc. after 15 minutes of running time.
- 11) Check and record time for startup for signal delay, engine start, load pick up, automatic load transfer, load re-transfer
- 12) Check vibration and vibration isolators

i) Control System

- 8) General inspection of all engine monitor, safety controls and control panels
- 9) Check all gauges for proper operation and accuracy, safety controls
- 10) Check remote annunciator and alarms
- 11) Voltmeter
- 12) Ammeter
- 13) Frequency Meter
- 14) Circuit Breaker

j) Automatic Transfer Switch Service (Annual)

Annual/Initial Preventive Maintenance of Automatic Transfer Switch shall include (and includes all items in section 1), and meets NFPA 110 Section 8.3.5, latest edition:

a) Transfer Switch

- 1) Inspect contacts and insulating materials; lubricate as needed
- 2) Check time delays, exercise cycles and switching of power source. Set up exerciser on ATS.
- 3) Check operating current level versus rating
- 4) Record all settings.
- 5) Record and compare voltage drop across main contacts
- 6) Check and record cable connections and contacts with infrared thermometer.
- 7) Check and tighten all cables and control wire connections.

8) Replace battery in controller.

b) General

- 1) Check system, lamps and alarms
- 2) General inspection of emergency Stand-by system
- 3) Install strip heater in ATS as needed. Maintain as needed for winter operations..

k) Load Bank Test (Annual Test Only)

1. Any coolant or oil change shall be performed prior to load bank testing.
2. Run each generator for a minimum of 2 hours per site under 90% of Full Load, as applicable
3. Thermo-scan generator (both load and line sides), ATS (both line and load sides), all electrical terminations and associated equipment during load test and provide detailed report. Minimum of 4 scan must be recorded during 2 hour test. Scan equipment at 15 minutes, 45 minutes and 1 hour and 15 minutes and final one at 1 hour and 45 minutes.
4. Complete a transient load test – go from 0% to 50%, 50% to 100%, 100% to 0% and 0% to 100%. Provide detailed report.

Any additional parts, repairs or services that are required, but not included under this agreement, will be brought to the attention of the customer in written form. Repairs will be made only after authorization by the Village, at its sole discretion. Any additional repairs, maintenance, parts or services will be performed at current rates for labor, parts and mileage.

REPORTS AND DOCUMENTATION/DELIVERABLES

The Contractor shall complete and furnish reports for each maintenance or service call with the invoice. A copy of each report shall be presented with time and materials maintained (if used outside the parameters of the monthly/annual charge). Reports shall include, but are not limited to:

- Date and time notification was received from the Village
- Date and time of arrival at location
- Type and model of equipment with current hours on unit
- Repair time
- Description of the repair/maintenance
- Date and time equipment becomes operational
- Part (s) order (if applicable)

Each report must be signed by the designated Village Representative for each generator in each building which certified the generator (s) is functional.

Additionally the Contractor shall provide the Village with copies of Load Bank Test Results and Fluid Analyses.

Failure to provide reports and documentation identified could result in termination of the Agreement.

Note: The work in Section 3 shall be performed in accordance with the Pay Item for ANNUAL GENERATOR PREVENTATIVE MAINTENANCE WITH 2 HR LOAD BANK.

ADDITIONAL INFORMATION FOR ALL MUNICIPALITIES

What fluids (oil, coolant etc.) and parts are to be replenished/replaced and at what frequency.

- 1.1. Buffalo Grove – Oil and specific coolant changes are described in the Specifications for Buffalo Grove. Any other fluid changes will be based on the fluid test report results. Further, at each site visit, following an inspection, the Contractor shall contact the Municipal Site Representative and make a recommendation as to which parts (if any) and/or fluids to replace or replenish.
 - 1.2. Glenview – Engine oil and oil filters will be replaced annually at a minimum and whenever run time between oil and oil filter changes meets or exceeds 100 hours. Coolant and coolant filter changes will be based on run time between these changes and compared to the manufacturers' recommendations or if fluid test analyses necessitate an earlier replacement. Further, at each site visit, following an inspection, the Contractor shall contact the Municipal Site Representative and make a recommendation as to which parts (if any) and/or fluids to replace or replenish.
 - 1.3. Kenilworth – At each site visit, following an inspection, the Contractor shall contact the Municipal Site Representative and make a recommendation as to which parts (if any) and/or fluids to replace or replenish.
 - 1.4. Lake Forest – Oil and specific coolant changes are described in the Specifications for Buffalo Grove. Any other fluid changes will be based on the fluid test report results. Further, at each site visit, following an inspection, the Contractor shall contact the Municipal Site Representative and make a recommendation as to which parts (if any) and/or fluids to replace or replenish.
 - 1.5. Lincolnshire – At each site visit, following an inspection, the Contractor shall contact the Municipal Site Representative and make a recommendation as to which parts (if any) and/or fluids to replace or replenish.
 - 1.6. Mount Prospect - Oil and specific coolant changes are described in the Specifications for Mount Prospect. Any other fluid changes will be based on the fluid test report results.
2. The municipalities (Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette) do not have any generators located within 50 feet of a railroad.

GENERAL CONDITIONS

A. Award of Contract; Performance; Payment

1. The Village will issue a Notice of Award to the successful bidder, advising that it has been awarded the contract. Within ten (10) business days of delivery of the Notice of Award, by personal service or registered or certified U.S. Mail, postage prepaid and receipt requested, the contractor shall execute the contract, attached to the Bid Documents, and furnish the Village with the required bonds and certificate of insurance.
2. Upon the Village's receipt of the executed contract, required bonds and certificate of insurance, the Village will issue and send to the contractor a Notice to Proceed, which will start the performance period.
3. Final completion for the **2019 contract** needs to be completed in **December 2019**.
 - (a) The Contract shall be substantially performed within (30) days after the Notice to Proceed is effective. Substantial Performance is when the entire Project can be used for the purposes for which it was intended, i.e., only punch list items remain.
4. The Contractor shall submit with each payment request a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of Contractor, each subcontractor, vendor, supplier or other appropriate party included in its cost, and for every party listed a full or partial waiver of lien, as appropriate. Beginning with the second payment request, and with each succeeding payment request, the Contractor shall submit Contractor's Affidavits and partial waivers of lien for each subcontractor and supplier showing that the amount paid to date to each is at least equivalent to the total value of that subcontractor's work, less retainage, included on the previous payment request.
5. If final payment is requested, the Contractor shall submit a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of Contractor, each subcontractor, vendor, supplier or other appropriate party included in its cost, and a full and final waiver of lien for the full amount of the Work, less retainage. The Contractor shall assign over to the Village all manufacturers' and suppliers' warranties respecting any part of the Work.
6. The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality.

Invoices shall be delivered to:

<p>The Village of Bannockburn Public Works Department Attn: Walt Trillhaase 2275 Telegraph Road Bannockburn, IL 60015 P: 847-945-8490 wtrillhaase@villageofbannockburn.org</p>	<p>Village of Buffalo Grove Public Works Department Attn: Bryan Beitzel 51 Raupp Blvd Buffalo Grove, IL 60089 P: 847-459-2545 bbeitzel@vbg.org</p>	<p>Village of Glenview Public Works Department Attn: Eric Chapman 12498 East Lake Ave. Glenview, IL 60026 P: 847-904-4404 ericc@glenview.il.us</p>
<p>Village of Kenilworth Public Works Department Attn: Donald Leicht 347 Ivy Ct. Kenilworth, IL 60043 P: 847-257-2354 dleicht@kenilworthil.org</p>	<p>The City of Lake Forest Public Works Department Attn: Bill Borzick 800 North Field Drive Lake Forest, IL 60045 P: 847-810-3562 borzickw@cityoflakeforest.com</p>	<p>Village of Lincolnshire Public Works Department Attn: Matt Liewehr 205 Schelter Road Lincolnshire, IL 60069 P: 224-629-6117 MLiewehr@LincolnshireIL.gov</p>
<p>Village of Mount Prospect Public Works Department Attn: Casey Botterman 1700 W. Central Road Mount Prospect, IL 60056 P: 847-874-5600 cbotterman@mountprospect.org</p>	<p>Accounts Payable Village of Wilmette 1200 Wilmette Ave. Wilmette, IL 60091 P: 847-853-7603 AP@wilmette.com</p>	

7. The Village reserves the right to alter the scope of the required services to be performed, add such incidental services as may be necessary and increase or decrease the services to be performed to accord with such changes, including the deduction or cancellation of any one or more of the services. Such changes shall not be considered as a waiver of any condition of the contract nor to invalidate any of the provisions thereof.
8. The performance of the required services shall be done under the supervision of the Village's Director of Public Works or his/her designee who shall decide all questions that arise as to the quality and acceptability of materials furnished, services performed, manner of performance, acceptable fulfillment of the contract, compensation and the disputes and mutual rights between contractors under the Specifications.
9. If the contractor fails to begin providing the services within the specified time, or fails to perform these services in accordance with the terms of the approved schedule or performs the services in a manner unacceptable to the Village, or if the contractor becomes insolvent or is declared bankrupt, or makes an assignment for the benefit of creditors, or from any other cause fails to perform the required services in a manner required by the contract, the Village shall give notice to the contractor and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the contractor, within a period of ten (10) calendar days after the giving of such notice, does not proceed in accordance therewith, then the Village shall have the full power and authority to declare the contract and the contractor in default, and to forfeit the rights of the contractor in the contract.
10. All costs and charges incurred by the Village, together with the cost of performing the required services shall be deducted from any monies due or which may become due to the contractor under the contract. Following any payment due and received by the Village from the contractor's surety

following default, if the expense so incurred by the Village is less than the sum paid to the Village by the surety under this contract for the performance of required services during the contract period, the surety shall be entitled to receive the excess difference paid to the Village. When such contractor default costs incurred by the Village exceeds the sum paid to the Village for the performance of the required services under the contract, the contractor and the surety shall be liable and shall pay to the Village the full cost of such additional expenses.

B. Performance of the Required Services

1. The contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous, in the opinion of the Director of Public Works or his authorized representative, shall be immediately discontinued by the contractor upon his receipt of instructions from the Director of Public works or an authorized representative to discontinue such practice.
2. The performance of services under the contract includes the furnishing of all supervision, labor, materials, tools, equipment and incidentals of every kind and description necessary, in accordance with the contract documents.
3. The performance of services shall be subject at all times to inspection by the Village or its inspectors, and the contractor will be held strictly to the diligent execution of the contract. The Village or its inspectors shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection. Completed performance of services not complying with the contract may be rejected by the Village and shall be performed again by the contractor at no expense to the Village.
4. Except where the Specifications indicate otherwise, the Village is not responsible for providing any tools, equipment, or storage under the contract in order to permit the completion of any contractual obligations under the contract.
5. The contractor shall provide an adequate number of competently trained personnel with sufficient supervision to perform the services required, and the contractor shall provide identification of its personnel if requested by the Village. Any contractor's employee or representative whose employment is reasonably detrimental or objectionable to the Village shall be transferred immediately from the work site upon the Village's request. The exercise of this option shall not be construed as placing the Village in charge of the performance of the services required under the contract, or as making the Village responsible for safety. All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the contractor, and shall meet the standards of OSHA and the State of Illinois safety codes as may be required by law. The Village reserves the right to inspect the equipment that will be used prior to the award of the bid.

6. The contractor shall at all times have a competent person in charge of its work crew at the job site to whom the Village representative may issue directives. Such person shall be competent in the English language.
7. Liquidated Damages for Inexcusable Delay
 - i. Time is of the essence. The Contractor agrees that all work included in connection with this project must be completed by the Final Performance Date, or sooner, after receipt of Notice To Proceed. It is hereby acknowledged and agreed by both parties that the damages to the Village are not readily ascertainable but that the failure to timely complete this Work will materially and significantly damage the safety and well-being of the Village, its staff and the public, and that therefore a sum of 1,000.00 per day is a fair and reasonable damage estimate to compensate the Village for any such delay. If the Contractor fails to fully complete the Work in that time, then and in this event, the Contractor further expressly agrees that, for each day this Work and this contract shall remain uncompleted after that date, the Village may deduct the sum of \$1,000.00 per day after the Final Performance Date, from the contract price as payment to the Village, by the Contractor of the liquidated damages sustained by reason of failure of the Contractor to complete the Project on or before the time aforesaid.
 - ii. Provided, however, that if the completion of this contract is delayed by the Village, by general strikes, acts of God, or casualty beyond the control of the Contractor, then and in such event, the time of completion of this contract shall be extended for such additional time as shall be caused by such delay.
 - iii. Provided, always, however, that the Contractor shall, at the time of such delay, if any, demand of the Village, in writing, such additional time within which to complete the performance of the Contract. The Contractor will be required to notify the Village within three (3) days of such delay, stating the reason for same. If the Contractor does not notify the Village in writing, within three (3) days of the delay, no request for extension of time will be approved.

C. Insurance; Indemnification

1. Insurance Requirements. In the submission of a bid, the bidder is certifying that it has all the insurance coverage required by law or that would normally be expected for the bidder's type of work. In addition, the bidder is certifying that, as the successful bidder/contractor, upon execution of the contract, it will provide insurance of such types and in such amounts as may be necessary to protect itself and the interests of the Village against all hazards or risks of loss contemplated by the contract. The Village shall be named as an additional insured on all applicable insurance policies. Satisfactory certificates of insurance shall be filed with the Village upon execution of the contract. The certificates shall state that thirty (30) days advance written notice will be given to the Village before any policy covered thereby is changed or canceled.

Insurance coverage shall be in the following minimum amounts:

<u>Type of Insurance</u>	<u>Limit/ Ea. Occurrence</u>	<u>Limit/ Aggregate</u>
General Liability		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Ins.	\$1,000,000	\$3,000,000
Automobile Liability		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Workers Compensation		
Employee Claims	Statutory for Illinois	
Employers Liability	\$1,000,000 per accident	

2. Indemnification. The contractor shall indemnify and save harmless the Village, its officers, employees and agents from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the contractor under the contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend and pay all attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his own expense, satisfy and discharge same. The contractor expressly understands and agrees that any bonds, letters of credit or insurance protection required by the contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village as herein provided.

The contractor agrees to defend and hold harmless the Village from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract, and on account of the Village's use of any copyrighted or uncopyrighted, composition, trade secrets, secret process, proprietary rights, patented or unpatented invention, article or appliance furnished or used under the bid Specifications.

D. Compliance with Laws

1. If, at any time, it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any proposal or proposals, unlawfully colluded with any other party or parties, then the contract so awarded shall be null and void, and the consultant and his sureties shall be liable to the Village for all loss or damage which the Village may suffer thereby, and the Village may advertise for new bids for performance of the required services.

2. The contractor shall, at all times during the life of this contract, observe and abide by all federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts or agencies of competent jurisdiction. Likewise, said contractor shall be governed by all municipal ordinances and regulations which in any way affect the conduct of the work. The contractor shall indemnify and save harmless the Village, its officers, agents and employees against any claim or liability arising from or based on his violation of any law, ordinance, regulation, decree or court order.

The bidder and contractor, as the successful bidder, shall comply with all applicable federal, state and local laws, including, but not limited to, the following:

- a. Bid Rigging/Rotating. By submitting a bid, the contractor certifies that no owner, officer or director is barred from contracting with any unit of state or local government as a result of violating the bid rigging or bid rotating provisions contained in 720 ILCS 5/33E-3 & 33E-4.
- b. Tax Payment. The contractor certifies that it is not delinquent in the payment of any taxes to the Illinois Department of Revenue pursuant to 65 ILCS 5/11-42.1-1.
- c. Drug Free Workplace Act. The contractor will comply with the requirements of the Drug Free Workplace Act if the contract is \$5,000 or more, and it has more than 24 employees at the time of entering into the contract pursuant to 30 ILCS 580, *et seq.*
- d. Preference to Veterans Act. The contractor will comply with the Preference to Veterans Act, 330 ILCS 55, *et seq.*
- f. Non-Discrimination. The contractor will comply with the Illinois Public Works Employment discrimination Act, 775 ILCS 10/1, *et seq.*
- g. Equal Employment Opportunity. The contractor will comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, *et seq.*), including establishment and maintenance of a sexual harassment policy as required by Section 2-105 that will be produced to the Village upon request, and the Rules and Regulations of the Illinois Department of Human rights, including the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE, that is a material term of all public contracts, as set forth in Exhibit B.
- h. Compliance with Freedom of Information Act Request. Section 7 of the Illinois Freedom of Information Act (FOIA), 5

ILCS 140/7, applies to public records in the possession of a party with whom the Village has contracted. The Village will have only a very short time from receipt of a FOIA request to comply with the request and there is a significant amount of work required to process a request including collating and reviewing the information. The bidder/contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The bidder/contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide public records to the Village under the contract.

E. Work Guaranty

1. General Guaranty. Neither partial or final payment, nor any provision in the contract, nor partial or entire use of the product/Work embraced in the contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those contract documents.

Unless otherwise expressly provided in the Specifications, in the event any defects or imperfections in the materials or workmanship to be furnished by the contractor herein appear within the period of two (2) years from the date of completion of all the Work and acceptance thereof by the Village, the contractor will, upon notice from said Village (which notice may be given by letter to said contractor to the business address of the contractor shown in the proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said contractor and surety or sureties on the bonds given for the faithful performance of the contract shall be liable to the Village for all damages and expenses occasioned by such failure, refusal or delay. All details of warranties shall be included with the bid. Warranty work shall be at no additional expense to the Village.

Manufacturer warranties and guaranties shall be submitted with the bid and shall be considered a part of the contract where such specifications meet the minimum bid Specifications.

2. **Maintenance Bond.** A maintenance bond or a maintenance letter of credit is required. This maintenance bond or maintenance letter of credit amount shall consist of ten percent (10%) of the final project cost; it shall be posted by the contractor with the Village upon completion of all Work; and it shall be valid and effective for a period of one (1) year after the final acceptance of such Work by the Village for the purpose of guaranteeing against and securing the correction of any defect in material or workmanship furnished for such improvements, latent in character and not discernible at the time of final inspection or acceptance by the Village of Mount Prospect.

F. Miscellaneous Contract Requirements

1. **Contract Alterations.** No amendment of a contract shall be valid unless made in writing and signed by the Village President, Village Manager or their authorized representative.
2. **Licenses and Permits.** The contractor shall procure at its own expense all the necessary licenses and permits in connection with the work under the contract.
3. **Nonassignability.** The contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village. Such assignment shall not relieve the contractor from its obligations or change the terms of the contract unless agreed by the Village at its sole discretion.
4. **Notices.** All notices required by the contract shall be given in writing.
5. **Taxes.** The contractor shall pay all federal, state and local taxes as may be applicable on all materials, labor and services furnished by it under the contract, and the amounts of such taxes shall be included in the unit prices bid.

EXHIBIT A

(Upon award of contract, to be attached to Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette as Exhibit A)

Proposal Form

“Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette”

OWNER INFORMATION

Owner Name: William R. True

Address: PO Box 106 Ringwood IL 60072

Business Name: Midwest Power Industry Inc.

Business Address: PO BOX 106 Ringwood

Home Phone: _____ Business Phone: _____

- This Business is a:
- Individual Proprietorship
 - Joint Venture
 - Partnership
 - Corporation

If applicable, give names, addresses, and dates of birth of all partners, officers or directors.

Name	Address

Has the applicant, business, or member of the business ever had a license or contract revoked, suspended or cancelled? YES NO

If yes, explain in full detail on a separate sheet of paper.
Does the business currently hold a license or have a contract with any other municipality for _____ service? YES NO

If yes, explain in full on a separate sheet of paper. Have any complaints against the business been filed with the Illinois Commerce Commission, the Office of the Illinois Attorney General, or any other governmental body during the period of one year prior to the date of this proposal?

YES NO

If yes, explain in full on a separate sheet of paper.

Please note, the Village reserves the right to conduct its own search with the Illinois Commerce Commission, the Illinois Attorney General, or any other governmental body, and may take into consideration any complaints and/or pending complaints made against the business or owner.

Services will be either full service cleaning, both inside and outside, or just outside cleaning.

In submitting this Proposal Form requesting award of the Village of Mount Prospect for the Village Hall Parking Garage Painting Project 2017/18, I hereby certify that:

1. I will not assign or subcontract Painting or Preparation Services for the Village without prior written approval of the Corporate Authorities of the Village of Mount Prospect;
2. Neither I, nor any person who will be working on my behalf, has been convicted under the laws of Illinois or any other state of an offense which under the laws of this state would be a felony involving the theft of property, violence to persons, or criminal damage to property. Please note that in the case of a person whose last conviction was more than two years past, and can demonstrate a compelling showing that he/she is nevertheless fit, such person or operator may be approved by the Village Manager if otherwise eligible;
3. I am not barred by law from contracting with the Village because of a conviction for prior violations of either Sections 33E-3 or 33E-4 of the Illinois Criminal Code of 1965 (720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating));
4. I am not delinquent in payment of any taxes to the Illinois Department of Revenue pursuant to Section 11-42.1-1 of the Illinois Municipal Code (65 ILCS 5/11-42.1-1) or in any payment, fee or tax owed to the Village;
5. I provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580/1, et seq.);
6. I shall comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act;
7. I shall comply with the Americans with Disabilities Act;
8. I shall comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); and
9. All of the information I have provided in this Application has been truthful and given in good faith.

I have read and understand the information provided with this Proposal Form, including the Notice to Bidders, Instructions to Bidder, the General Conditions, the Specifications for the Generator Maintenance and Repair for the Villages. My signature below indicates my acceptance of all such conditions and my bid for award of the Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Wilmette.

Name of Company Midwest Power Industry Inc.

Bid Submitted By William R. True

Position in Company President

Phone No. 815-790-0974 Date 07/18/2019

Bidder must use the official firm name and authorized representative must sign.

BID FORM

Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette

FROM: Midwest Power Industry, Inc

Midwest Power Industry, Inc
(hereinafter called "Bidder")

TO: Office of the Village Manager, 3rd Floor
50 South Emerson Street
Mount Prospect, Illinois 60056
(hereinafter called "Village" or "Village of Mount Prospect")

Generator Maintenance and Repair for the Villages of Bannockburn,
Buffalo Grove, Glenview, Kenilworth, Lake Forest,
Lincolnshire, Wilmette

The bidders have familiarized themselves with the services to be performed and probable work conditions required under this Bid affecting the cost of the performance of the required services and with the Bid Documents which include:

- Notice to Bidders
- Table of Contents
- Instructions for Bidders
- General Conditions and Special Provisions
- Specifications
- Bid Form
- Affidavit – Bid Certification Form
- Bid Security
- Bid Sheet – Cleaning Service Contract
- Contract Document

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, equipment, and services (including all utility and transportation services) required to perform the required services, all in accordance with the above listed documents.

Bidder agrees to perform all of the required services and provide the equipment and materials described in the Bid Documents, as follows:

Bidder has bid on all items and has provided a price for all requested services. The Bidder acknowledges it understands all the requested services for which it has submitted a bid.

The Bidder will complete and provide all labor, equipment, materials and mobilization (if applicable) to perform the required services as incidental to the fixed item price for each item proposed.

In submitting this bid, the Bidder understands that the Village reserves the right to add to or subtract from the estimated quantities.

The Village intends to award one (1) contract (if at all) for the items bid. If written notice of award of this bid is mailed, emailed or otherwise delivered to the Bidder at any time before this bid is withdrawn, the Bidder agrees to execute and deliver the contract in the prescribed form and furnish payment and performance bonds, or letter of credit, and the insurance certificates required by the Bid Documents to the Village within ten (10) business days after receipt.

The Bidder, and as successful bidder/contractor upon award of the contract, understands and agrees to the following:

- 1) The contractor agrees to provide all required services and items and material to the Village as noted in the Bid Documents and comply with the requirements of the Bid Documents.
- 2) The contractor agrees to comply with all applicable federal and state laws, rules and regulations, and county and municipal ordinances, as described in the General Conditions.

All Addenda pertaining to this project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum_Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged
1	07-08-19	<i>William R. Jones</i>	07-18-19
2	07-22-19	<i>William R. Jones</i>	07-18-19
3	07-22-19	<i>William R. Jones</i>	07-18-19

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal. A record of all Addenda and copies of same will be available to all qualified bidders from the Village of Mount Prospect Public Works Department, 1700 West Central Road, Mount Prospect, Illinois two (2) days prior to the letting. It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting its bid.

Upon award of the contract, the Village will send Notice of Award to the successful Bidder, the Bidder must then execute the contract and provide the required bonds or letter of credit and certificate of insurance to the Village within ten (10) business days. The Village will then issue a written Notice to Proceed. Failure to complete the work in the designated time frame may result in the Director of Public Works withholding compensation due the contractor for failure to complete the said work in the designated time frame, calling the bonds, or taking such other action as may be available.

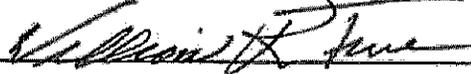
Security in the sum of ten (10%) percent of the amount bid in form of (check one):
 Bid Bond Certified Check Bank Cashier's Check
 is attached hereto in accordance with the "Instructions for Bidders".

This Bid Submittal contains the following:

- 1) Bid Form
- 2) Affidavit – Bid Certification Form
- 3) Bid Security
- 4) BID SHEET(S) – “Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Wilmette”

Respectfully submitted:

Name of Firm/Bidder: Midwest Power Industry, Inc

By: 
(Signature)

Title: President

Date: 07-18-2019

Contact Information:

Official Address: Midwest Power Industry, Inc.

PO Box 106

Kingwood, IL 60072

Telephone: 815-790-0974

Email: Wtrue21@yahoo.com

ONE (1) SIGNED COPY OF THIS BID FORM AND BID SHEETS (Pages 68-79) ALONG WITH THE AFFIDAVIT – BID CERTIFICATION FORM, AND BID SECURITY SHALL BE SUBMITTED IN A SEALED MARKED ENVELOPE.

AFFIDAVIT – BID CERTIFICATION FORM

Bidder:

Company/Firm Name: Midwest Power Industry, Inc

Address: PO BOX 106 Ringwood IL 60072

As a condition of entering into a contract with the Village of Mount Prospect, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned, William R. True, being first duly sworn on oath, deposes and states that he or she is President (sole owner, partner, joint ventured, President, Secretary, etc.) of Midwest Power Industry, Inc and has the authority to make all certifications required by this affidavit.

Section I Non-Collusion

The undersigned certifies that this bid is genuine and not collusive or a sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II Bid Rigging and Rotating

The undersigned further states that Midwest Power Industry, Inc. (Name of Company) is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States, as provided in Sections 33E-3 and 33E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-3, 33E-4.

Section III Drug Free Workplace

The undersigned further states that Midwest Power Industry, Inc (Name of Company) provides a drug free workplace pursuant to the Drug Free Workplace Act, 30 ILCS 580/1, et seq., and has, to the extent not covered by a collective bargaining agreement that deals with the subject of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., a substance abuse prevention program that meets or exceeds these requirements of that Act.

Section IV Tax Payment

The undersigned further states that Midwest Power Industry, Inc is (Name of Company)

not delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Section V Sexual Harassment Policy

Pursuant to Section 2-105(A) of the Illinois Human Rights Act, 775 ILCS 5/2-105 (A), every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act)."

A "public contract" includes: ...every contract to which the State, any of its political subdivisions or any municipal corporation is a party." 775 ILCS 5/1-103 (M) (2002),

The undersigned further states that Midwest Power Industry, Inc has
(Name of Company)
a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

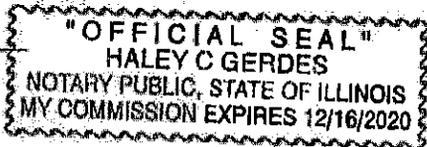
The undersigned certifies that all information contained in this Affidavit is true and correct.

Signed by: William R. True Title: President
Signature

Name Printed: William R. True

Signed and sworn to before me this 18th day of July, 2019.
My commission expires:

Haley C Gerdes
Notary Public

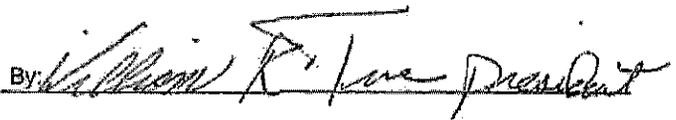


BID SECURITY

Included with this bid is a ~~bank cashier's check, certified check or~~ bid bond in the amount of ten percent (10%) of amount bid, being ten percent (10%) of the total amount bid by Midwest Power Industry, Inc., the bidder, in favor of the Village of Mount Prospect. It is hereby agreed that, should bidder be awarded the contract for services contemplated under this bid and fail or refuse to execute a contract for the performance of said services, or to provide the required payment and performance bonds, or letter of credit, and certificate of insurance, then this security, in the amount stipulated above, shall be forfeited and may be retained by the Village of Mount Prospect as liquidated damages and not as a penalty. All bids to remain firm for a period of ninety (90) days after bid opening date.

SUBMITTED THIS 18th **DAY OF** July, **2019.**

SEAL (if corporation)

By: 

Bidder:

Midwest Power Industry, Inc.
PO Box 106
Ringwood, IL 60072

Bidder's Agent and Agent's Title

ACORA Surety & Insurance Services LLC
PO Box 506, Montevideo, MN 56265

Rita Jorgenson, Attorney-in-Fact
Title for Developers Surety and Indemnity Company

Note: If bidder is a partnership, the bid must be signed by at least two of the partners.

Note: If bidder is a corporation, the bid must be signed by an authorized officer of the corporation, attested and sealed by the secretary or other authorized officer.

If a corporation, note here the state of incorporation:

Incorporated under the laws of the State of Illinois.

BID SHEET

Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette

The undersigned herewith submits a bid on Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette in accordance with the attached documents. All bids are to be delivered to the office of the Village Manager at 50 South Emerson Street 3rd Floor, Mount Prospect, Illinois, 60056, prior to 1:00p.m. on Monday, July 8, 2019.

SCHEDULE OF PRICES

Item No.	Items	ANNUAL GENERATOR PREVENTATIVE MAINTENANCE PRICE	ANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE PRICE
ITEM A – VILLAGE OF Bannockburn (JULY 2019 TO JULY 2020)		\$	\$
1	2100 LAKESIDE DRIVE	6801.00	6751.00
2	2800 LAKESIDE DRIVE – NATURAL GAS	4351.00	6001.00
3	2275 TELEGRAPH ROAD – NATURAL GAS	4751.00	6001.00
4	1875 TELEGRAPH ROAD – NATURAL GAS	4851.00	6001.00
ITEM A –SUB TOTAL		20051.00	24751.00

Item No.	Items	ANNUAL GENERATOR PREVENTATIVE MAINTENANCE PRICE	ANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE PRICE
ITEM B – VILLAGE OF BUFFALO GROVE (JULY 2019 TO JULY 2020)		\$	\$
1	G02- VILLAGE HALL	5501.00	6001.00
2	G04- PUBLIC WORKS	6751.00	6001.00
3	G15- POLICE DEPARTMENT	6251.00	6001.00
4	G20- WELL #1	9501.00	7501.00
5	G19- WELL #2	6751.00	6001.00
6	G21- WELL #6	12501.00	7501.00
7	G03- WELL #7	12501.00	7501.00
8	G05- RAUPP LIFT STATION	6251.00	6001.00
9	G06- GOLFVIEW LIFT STATION	5501.00	6001.00
10	G11- CAMBRIDGE CT LIFT STATION	4251.00	6001.00
11	G07- CHATHAM LIFT STATION	6751.00	6001.00
12	G18- CAMELOT LIFT STATION	6751.00	6001.00
13	G10- PORT CLINTON LIFT STATION	6751.00	6001.00
14	G23- RIVER OAKS LIFT STATION	9501.00	7501.00
15	G22- RT. 22 LIFT STATION	6751.00	6001.00
16	G14- JOHNSON DR. LIFT STATION	6251.00	6001.00
17	G16- LINDEN LIFT STATION	6251.00	6001.00
18	G12- FIRE STATION #25	6751.00	6001.00
19	G13- FIRE STATION #26	6751.00	6001.00
20	G17- LIFT STATION #27	4501.00	6001.00
21	G24- ABRORETUM GOLF	6751.00	6001.00
22	G25- OLD TREATMENT PLANT LS	6751.00	6001.00
23	G26- CAMBRIDGE ON THE LAKE LS	6751.00	6001.00
ITEM B –SUB TOTAL		162001.00	144001.00

Item No.	Items	ANNUAL GENERATOR PREVENTATIVE MAINTENANCE PRICE	ANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE PRICE
ITEM C – VILLAGE OF GLENVIEW (JULY 2019 TO JULY 2020)		\$	\$
1	PUBLIC WORKS PHASE III	650.00	600.00
2	PHASE WORKS PHASE I	725.00	600.00
3	WILLOW ROAD PUMP STATION	750.00	600.00
4	PATRIOT PUMP STATION	550.00	600.00
5	RUGEN SR. PUMP STATION	975.00	800.00
6	RUGEN JR. PUMP STATION	975.00	
7	WEST LAKE RESERVOIR	975.00	
8	LARAMIE PUMP STATION	950.00	800.00
9	EAST LAKE LIST STATION	475.00	600.00
10	HEATHERFIELD LIFT STATION	475.00	600.00
11	FIRE STATION #6	750.00	600.00
12	FIRE STATION #7	550.00	600.00
13	FIRE STATION #8	475.00	600.00
14	FIRE STATION #13	475.00	600.00
15	FIRE STATION #14	475.00	600.00
16	GLENVIEW MUNICIPAL CENTER (POLICE AND VILLAGE HALL)	1350.00	
17	CARIANN NORTH LIFT STATION	375.00	600.00
18	GLENVIEW ROAD SOUTH LIFT STATION	375.00	600.00
19	HARMS ROAD LIFT STATION	950.00	600.00
20	CUNLIFF PARK LIFT STATION	750.00	600.00
21	ILLINOIS AMERICAN BOOSTER STATION		1400.00
ITEM C – SUB TOTAL		14,400.00	13,840.00

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8000

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Item No.	Items	Service visits per year	ANNUAL GENERATOR PREVENTATIVE MAINTENANCE PRICE	ANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE PRICE
ITEM D – CITY OF LAKE FOREST (OCT. 18, 2019 TO OCT. 17, 2020)			13,925	10,740
1	VILLA TURICUM	2	550.00	600.00
2	SPRUCE & SHERIDAN	2	875.00	800.00
3	SWLS	2	550.00	600.00
4	BOOSTER STATION	2	875.00	800.00
5	ELEVATED TANK	2	550.00	600.00
6	WATER PLANT WEST GENERATOR	2	1500.00	800.00
7	WATER PLANT EAST GENERATOR	2	1500.00	800.00
8	WILLOW LAKES	2	475.00	600.00
9	MUNICIPAL SERVICES	2	675.00	600.00
10	PUBLIC SAFETY	2	725.00	600.00
11	FIRE STATION #2	2	550.00	600.00
12	ELAWA FARMS	2	475.00	600.00
13	RECREATION CENTER	2	475.00	600.00
ITEM D LAKE FOREST – SUB TOTAL			9,575.00	8600.00

9,200

Item No.	Items	ANNUAL GENERATOR PREVENTATIVE MAINTENANCE PRICE	ANNUAL LOAD BANK TEST AND TRANSFER SWITCH MAINTENANCE PRICE
ITEM E – VILLAGE OF LINCOLNSHIRE (JULY 2019 TO JULY 2020)		\$	\$
1	EAST SIDE RESERVOIR PUMP STATION	950.00	800.00
2	OLD MILL COMMONS LIFT STATION	450.00	600.00
3	45 LONDONDERRY LIFT STATION	750.00	600.00
4	BIRCH LAKES LIFT STATION	450.00	600.00
5	ESTATES LIFT STATION	450.00	600.00
6	BROOKWOOD LIFT STATION	450.00	600.00
7	OLD MILL WOODS LIFT STATION	450.00	600.00
8	NORTHAMPTON LIFT STATION	450.00	600.00
9	WEST SIDE RESERVOIR PUMP STATION	950.00	800.00
10	VILLAGE HALL / POLICE STATION	590.00	600.00
ITEM E - SUB TOTAL		5900.00	6400.00

Item No.	Items	SEMI ANNUAL GENERATOR PREVENTATIVE MAINTENANCE PRICE	ANNUAL GENERATOR PREVENTATIVE MAINTENANCE WITH 2 HR LOAD BANK PRICE
ITEM F – VILLAGE OF MOUNT PROSPECT (JULY 2019 TO JULY 2020)		\$	\$
1	G1 – 112 E. NORTHWEST HWY	950.00	800.00
2	G2 – 2000 E. KENSINGTON RD	675.00	700.00
3	G3 – 1601 W. GOLF RD (NATURAL GAS)	550.00	600.00
4	G4 – 50 S. EMERSON ST	1250.00	800.00
5	G5 – 1700 W. CENTRAL RD	950.00	800.00
6	G6 – 112 E. HIGHLAND AVE	1250.00	800.00
7	G7 – 1629 W. ALGONQUIN RD	1250.00	800.00
8	G8 – 601 W. GOLF RD	550.00	600.00
9	G9 – LINCOLN ST RELIEF	550.00	600.00
10	G10 – LINCOLN WE GO RELIEF	550.00	600.00
11	G11 – COTTONWOOD RELIEF	550.00	600.00
12	G12 – MAPLE – BERKSHIRE RELIEF	550.00	600.00
13	G13 – WILLIAM RELIEF	550.00	600.00
14	G14 – LOUIS RELIEF	550.00	600.00
15	G15 – FAIRVIEW RELIEF	550.00	600.00
16	G16 – GEORGE ST NORTH	550.00	600.00
17	G17 Well #17 1480 N Elmhurst Rd	1250.00	800.00
18	G18 Well #11 600 See Gwun	1250.00	800.00
ITEM F - SUB TOTAL		14,325.00	12,300.00

14,325

Item No.	Items	ANNUAL GENERATOR PREVENTATIVE MAINTENANCE WITH 2 HR LOAD BANK PRICE
ITEM G – VILLAGE OF KENILWORTH (JULY 2019 TO JULY 2020)		\$
1	VILLAGE HALL 419 RICHMOND ROAD	1050.00
2	PUBLIC WORKS 347 IVY CT	1240.00
3	BOOSTER STATION KENILWORTH AVE AND ASHLAND DR.	1150.00
4	WATER PLANT 1 KENILWORTH AVE	1750.00
ITEM G - SUB TOTAL		5190.00

Item No.	Items	Biannual PM Cost per occurrence	Annual PM Cost per occurrence
	ITEM H – VILLAGE OF WILMETTE (JULY 2019 TO JULY 2020)	\$	\$
1	FIRE STATE 26	6,750.00	6,000.00
2	FIRE STATE 27	5,500.00	6,000.00
3	POLICE STATION	7,500.00	6,000.00
4	PUBLIC WORKS YARD	9,500.00	7,000.00
5	RESERVOIR (NO LOAD BANK & ATS WORK)	7,500.00	6,000.00
6	POLS STATION (NO ATS WORK)	7,500.00	6,000.00
7	SWPS (NO LOAD BANK & ATS WORK)	12,500.00	8,000.00
8	WEST PARK (NO LOAD BANK & ATS WORK)	5,500.00	6,000.00
	ITEM H- SUB TOTAL	62,250.00	51,000.00

Total Base Bid: Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette

TOTAL BASE BID (ITEM A TO ITEM H)	\$70,370.00	\$61,575.00
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Submitted this 22 day of July, 2019.

69,780 | 65,205

Additional Information Requested (applies to all participating)

ITEM I- (OPTIONAL BID ITEM 1) CITY OF LAKE FOREST BACKUP MAINTENANCE (SPECIFICATIONS – LAKE FOREST)

Item No.	Items	Unit	QTY	PRICE
1	JULY 2019 TO JULY 2020	OCCURANCE	1	550.00
	ITEM J –SUB TOTAL			550.00

ITEM J- (OPTIONAL BID ITEM 2) VILLAGE OF GLENVIEW BACKUP PUMP ENGINE MAINTENANCE (SPECIFICATIONS – GLENVIEW)

Item No.	Items	Unit	QTY	PRICE
1	JULY 2019 TO JULY 2020	OCCURANCE	1	550.00
	ITEM J –SUB TOTAL			550.00

ITEM K – (OPTIONAL BID ITEM 3) VILLAGE OF GLENVIEW WESTLAKE PUMP STATION SWITCHGEAR AND ATS PREVENTATIVE MAINTENANCE (SPECIFICATIONS – GLENVIEW)

Item No.	Items	Unit	QTY	PRICE
1	JULY 2019 TO JULY 2020	OCCURANCE	1	550.00
	ITEM K –SUB TOTAL			550.00

**ITEM L – (OPTIONAL BID ITEM 4) VILLAGE OF GLENVIEW RUGEN JR PUMP
STATION SWITCHGEAR AND ATS PREVENTATIVE MAINTENANCE
(SPECIFICATIONS – GLENVIEW)**

Item No.	Items	Unit	QTY	PRICE
1	JULY 2, 2019 TO JULY 2020	OCCURANCE	1	550.00
ITEM L –SUB TOTAL				550.00

LABOR RATES (INCLUDES TRANSPORTATION) FOR MAINTENANCE AND REPAIRS		Regular Hourly Rate	Overtime Hourly Rate
1	TECHNICIAN	\$ 140.00	\$ 210.00

2. Please list your minimum hours per callout 4
3. Please list the days and hours where the Regular Hourly Rate applies M-F 7am to 330pm
4. Please list the days and hours where the Overtime Hourly Rate applies M-F AFTER 330pm + SAT
5. What is your parts markup as a percent 10%
6. (Optional) Please include a list of the generators available to rent and a pricing schedule for each generator

Mark outside of envelope: "Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette" and deliver to the Village Manager's office at 50 South Emerson Street 3rd Floor, Mount Prospect, Illinois, 60056, by 1:00 p.m., Monday, July 8, 2019.

MIDWEST Power Industry Inc
Name of Company/Firm

PO Box 106 Ridgwood, IL 60072
Address of Company/Firm

By: William R True PRESIDENT

Phone: 815-790-0974

Date submitted: July 22, 2019

Also note any exceptions to the specifications.

COMPANY

OWNER

MIDWEST POWER INDUSTRIES William R. True
PO Box 106 Ringwood IL 60072 815-790-0974
ADDRESS CITY, STATE, ZIP PHONE #

William R. True 7-22- , 2019
SIGNATURE DATE

Note: All bids to remain firm for thirty (90) days. Be sure to mark the outside of the envelope, "Sealed Bid for Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette"

BIDDERS ACKNOWLEDGEMENT OF RECEIPT

**CONTRACT DOCUMENTS FOR THE
VILLAGE OF MOUNT PROSPECT, ILLINOIS**

Generator Maintenance and Repair for the Villages of Bannockburn,
Buffalo Grove, Glenview, Kenilworth, Lake Forest,
Lincolnshire, Mount Prospect, Wilmette

ADDENDUM NO. 1

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name: MIDWEST POWER INDUSTRY INC.
Signature: William R True
Print Name: William R True
Position/Title: PRESIDENT
Date: 7-18-2019

Note: This Addendum shall be included with and is considered part of the bid documents. Failure to return this form may result in disqualification of the BIDDER. Include this original in your bid.

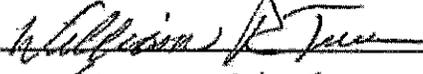
BIDDERS ACKNOWLEDGEMENT OF RECEIPT

**CONTRACT DOCUMENTS FOR THE
VILLAGE OF MOUNT PROSPECT, ILLINOIS**

Generator Maintenance and Repair for the Villages of Bannockburn,
Buffalo Grove, Glenview, Kenilworth, Lake Forest,
Lincolnshire, Mount Prospect, Wilmette

ADDENDUM NO. 2

BIDDER hereby acknowledges receipt of Addendum No. 2

Company Name: MIDWEST POWER INDUSTRY INC.
Signature: 
Print Name: WILLIAM R TRUE
Position/Title: PRESIDENT
Date: 7-18-2019

Note: This Addendum shall be included with and is considered part of the bid documents. Failure to return this form may result in disqualification of the BIDDER. Include this original in your bid.

BIDDERS ACKNOWLEDGEMENT OF RECEIPT

**CONTRACT DOCUMENTS FOR THE
VILLAGE OF MOUNT PROSPECT, ILLINOIS**

Generator Maintenance and Repair for the Villages of Bannockburn,
Buffalo Grove, Glenview, Kenilworth, Lake Forest,
Lincolnshire, Mount Prospect, Wilmette

ADDENDUM NO. 3

BIDDER hereby acknowledges receipt of Addendum No. 3

Company Name: MIDWEST POWER INDUSTRY, INC.
Signature: William R. True
Print Name: WILLIAM R. TRUE
Position/Title: PRESIDENT
Date: 7-18-2019

Note: This Addendum shall be included with and is considered part of the bid documents. Failure to return this form may result in disqualification of the BIDDER. Include this original in your bid.

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX X116 7815 5361#
MIDWEST POWER INDUSTRY, INC
420 SAM DR UNIT C
SYCAMORE IL 60178-9549

June 3, 2019



Letter ID: CNXXX11678155361

Account ID: 4290-9902

We have enclosed your Certificate of Registration.

We have enclosed your Illinois Business Authorization. Please verify that all of the information on the attached Business Authorization is correct. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you are registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

If all of the information is correct, your authorization must be visibly displayed at the address listed.

Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030**

217 785-3707

Verify that all of your Illinois Business Authorization information is correct.

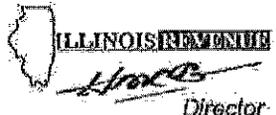
Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Sycamore
DeKalb County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.



OFFICIAL DOCUMENT	State of Illinois - Department of Revenue	OFFICIAL DOCUMENT
Illinois Business Authorization		
MIDWEST POWER INDUSTRY, INC		
DBA: MIDWEST POWER INDUSTRY INC		Loc. Code: 019-0001-3-001
420 SAM DR UNIT C		Sycamore
SYCAMORE IL 60178-9549		DeKalb County
Certificate of Registration		
Expiration Date: 7/31/2020	Sales and use taxes and fees	(4290-9902)
		
		 Director
OFFICIAL DOCUMENT		Issued Date: 06/03/2019



Midwest Power Industry Inc

Customer References

1. Lake County Public Works: Contact – Josh - Ph: 847-309-5504
2. Illinois Tollway: Contact – Mike LoPresti - Ph: 630-297-5194
3. Village of Kenilworth Contact- Don Leicht 847-257-2354
4. Village of Bloomfield Contact – Domenic Alexandroni 262-206-6916
5. Mill Creek Water Reclamation Districk Contact-Jason Fowler 630-208-9898
6. Medcor Contact – Jeff Tlapa 815-363-9500
7. Medcor Contact- Ben Petersen 815-363-9500

(If additional references are needed they can be supplied upon request)

Midwest Power Industry Inc

List of Employees

1. Brain Miller
2. Tim Kubica
3. Tom Fischback
4. Bill True
5. John Sassen

With over 100 years Experience with engines and electrical

Midwest Power Industry Inc.

All parts will be from the Manufacturer
Cat,Cummins,Kohler,Generac,ETC

All Warranty on parts is as stated by the manufacturer Labor performed
by Midwest Power Industry Inc is warranted for one year from time of
service.

Sincerely.

A handwritten signature in black ink that reads "William R True". The signature is written in a cursive style with a prominent loop at the end of the last name.

William R True

Midwest Power Industry Inc.

VILLAGE OF MOUNT PROSPECT

Generator Maintenance and Repair for the Villages of Bannockburn, Buffalo Grove, Glenview, Kenilworth, Lake Forest, Lincolnshire, Mount Prospect, Wilmette

THIS AGREEMENT (hereinafter the "Contract") is entered into by and between the Village of Mount Prospect, an Illinois home rule municipality (hereinafter the "Village"), and _____, an _____, located at _____, Illinois, (hereinafter the "Contractor").

1. GENERAL As stated in the bid document.
2. SPECIFICATIONS As stated in the bid document.
3. CONTRACTOR RESPONSIBILITY FOR PROPERTY/HOLD HARMLESS
Contractor agrees to defend and hold harmless the Village from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract, and on account of the Village's use of any copyrighted or uncopyrighted, composition, trade secrets, secret process, proprietary rights, patented or unpatented invention, article or appliance furnished or used under the proposal Specifications.
4. ADHERENCE TO LAWS
Employees and agents of Contractor shall obey all federal, state, county and municipal laws and ordinances during the execution of their duties under this Contract. The existence of this Contract does not exempt such individuals from compliance with such laws or ordinances, nor does it convey any special rights or privileges upon those individuals.

Contractor shall meet all applicable licensing requirements of the Village.

In addition, Contractor is required to comply with all federal, state, county and municipal laws and ordinances, including the following:

- a. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
- b. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- c. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act;
- d. Comply with the Americans with Disabilities Act; and
- e. Comply with the provisions of the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Department of Human Rights as a material term of all public contracts, which states as follows:

**Title 44, Part 750, Section 750, APPENDIX A , Illinois Administrative Code,
Equal Employment Opportunity Clause**

EQUAL EMPLOYMENT OPPORTUNITY

In the event of contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of

investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 750.30 of the Department of Human Right's Rules and Regulations for Public Contracts:

Title 44, Part 750, Section 750.30, Illinois Administrative Code, Subcontracts

Each public contractor and subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in Appendix A of this Part in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

5. FEE SCHEDULE

The charges to be assessed by Contractor under this Contract are set forth in the fee schedule contained in Exhibit A.

6. LOG BOOK, RECORDS & REPORTS REQUIRED

The Contractor shall provide the Village with a written status report on its provision of services required by the Contract. This report shall be due before the tenth day of the following month.

7. METHODS OF PAYMENT

Payment under the Contract will be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

8. HOLD HARMLESS AGREEMENT (CONTRACTUAL LIABILITY)

Contractor assumes full responsibility for the acts and omissions of its employees and agents while engaged in performing services under the Contract. Contractor agrees, to the greatest extent permitted by Illinois law, to protect, indemnify, save and hold forever harmless the Village, its officers, appointed and elected officials, Mayor and Board of Trustees, employees, volunteers, attorneys and agents from and against any and all liabilities, obligations, claims, losses, damages, penalties, and costs and expenses resulting from any suit, claim, demand, judgment, or cause of action initiated by any person, including Contractor and its officers, officials, employees, subcontractors, volunteers and agents, arising out of,

connected with, or in any way associated with the performance of services covered by this Contract or the equipment used in connection therewith.

9. CONTRACTOR'S LIABILITY INSURANCE

Contractor shall not commence with the performance of services under this Contract until it has obtained all insurance required hereunder and such insurance has been approved by the Village. Certificates of such insurance shall be filed with the Village prior to commencing work. Additionally, Contractor will provide the Village with a letter from the insurance carrier that the Village will be notified within thirty (30) days of the pending cancellation of any policy relating to this Contract.

Each insurance company shall be subject to approval by the Village, and the respective policies shall name the Village as an additional named insured. Approval of the insurance by the Village shall not relieve or decrease the liability of Contractor hereunder. Such insurance is primary and in no event will be considered contributory to any insurance purchased by the Village. Such insurance will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance written notice, via certified mail.

Contractor shall maintain all insurance required under subsections a through h of this Section for not less than one (1) year after completion of this contract.

10. CONTRACT TERMINATION

The Village and Contractor reserve the right to terminate the Contract at any time upon ten (10) days advance written notice to the other party. In addition to the provisions set forth in Section General conditions (A,6) for immediate termination, failure of Contractor to perform any aspect of this Contract properly and/or to provide proper treatment to the general public, in the sole discretion of the Village, is cause for immediate termination of the Contract without prior notice.

11. LENGTH OF CONTRACT

This Contract is one (1) year with two (2) one (1) year extensions, effective beginning July 2019 until July 2020, unless terminated by either party under the conditions specified in Section 10, Contract Termination.

12. COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUEST

The Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 et seq., applies to public records in the possession of a party with whom the Village has contracted. The Village will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in its possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.

13. Contractor shall not assign this Contract or any part thereof without the prior written consent of the Village. Approval, if any, for such assignment shall be made by the Corporate Authorities of the Village. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.
14. GOVERNING LAW
This Contract shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.
15. SEVERABILITY
The invalidity or unenforceability of one or more of the terms or provisions contained in this Contract shall not affect the validity or enforceability of the remaining terms and provisions of this Contract so long as the material purposes of this contract can be determined and effectuated.
16. INTERPRETATION
Any headings of the Contract are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of the Contract.
17. WAIVER OF BREACH
If either party waives a breach of any provision of this Contract by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.
18. MERGER - AMENDMENT
This Contract sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties.
19. COUNTERPARTS
This Contract may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
20. EFFECTIVE DATE
The Effective Date of this Contract shall be the date executed by the Village President, and attested by the Village Clerk.

In Witness thereof, the said parties have executed and signed this contract

on _____, 2019.

VILLAGE OF MOUNT PROSPECT, an
Illinois Municipal Corporation

BY: _____

Attest:

Karen Agoranos, Village
Clerk

Corporate Name: _____

BY: _____

Its _____

Attest:

Secretary
(Corporate Seal)

ATTACHMENT TWO GENERAL CONDITIONS

The following General Contract Conditions are an integral part of and are incorporated by reference into this Contract, as though fully set forth therein.

1. Working Hours

All Work shall be performed during normal working hours of 6:30 am to 7:00 pm Monday through Friday, except in the case of urgent necessity as determined by the Village. No Work shall be performed on Sundays and the following Village Holidays: New Year's day, Memorial Day, July third and fourth, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day.

2. Additions, Replacement and/or Deletions of Equipment

From time to time, the Village may add, replace or delete equipment from the list of equipment serviced under this contract. The Contractor will provide service on any new and/or replacement equipment at similar rates for similar equipment and PM tasks as currently being performed.

A rate for service on new and/or replacement equipment this is materially different from any other equipment currently being serviced in the Village will be negotiated with the Contractor at the time the equipment is placed in service.

3. New / Replacement Equipment Installed By Contractor under Separate Contract

Warranty work and pricing on new/replacement equipment installed by the Contractor under separate contract with the Village will supersede this contract terms and conditions.

4. Safety Data Sheets ("SDS")

All chemical products supplied and used shall be commercially produced and unaltered and within product expiration dates. Expired products will not be used. Supplied products must meet all applicable federal, state, and local standards for product safety. Products and containers shall be properly labeled to meet all applicable standards and regulations regarding safety, toxicity, and other standards.

SDS shall be supplied as required for all affected products at all sites. The successful bidder is responsible for keeping all SDS current. SDS shall be provided in electronic format to the Village. SDS shall be provided initially upon agreement of products use and, thereafter, updates sent in advance of any change in product use. All products supplied shall carry the manufacturers' standard warranty.

5. Inspections

The Village shall have the right to inspect, or to have inspected by its representative, any Work, material, component equipment, supplies, services, or completed Work specified herein before acceptance. Any of said items or Work not complying with the Contract Documents are subject to rejection. Any items or Work rejected shall be removed from the site and/or replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the Work. Any Work or material, which is deemed to be defective, must be rebuilt, replaced, or removed at the Contractor's own expense. Any omission to reject

or condemn any Work or material at the time of its construction or arrival at the worksite shall not be construed to mean acceptance of the Work or material.

Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the actions of the Village or other Village consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

6. Interpretation of Contract Documents

The Village shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the Work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish pursuant to the Contract Documents.

7. Additional Requirements

a. Parts

As a responsible first responder to emergencies within the area, it is the desire of the Village to insure that notification systems, first responder facilities and water conveyance remain operational in the event of a power outage. Therefore, the Village requests that the Contractor maintain access to obtaining repair parts within a 24-48 hour time period.

If the Contractor cannot obtain parts or perform services within a reasonable time period (The Village shall be the sole determiner of "reasonable"), the Village, at its sole discretion, may obtain parts and/or service from another provider with no affect upon this Agreement. The Contractor agrees to work with the Village as necessary to obtain these parts and/or services to bring the apparatus on line in the quickest and most cost effective manner.

b. Portable Apparatus / Alternate Source of Emergency Electricity

The decision to connect a portable apparatus shall be approved by the Village prior to making the connection.

In the event the apparatus located at the Village Police Department fails and service cannot be restored within 24 hours, an alternate source of emergency electricity shall be made available by the Contractor. The decision to install an alternate apparatus shall require prior approval by the Village. Failure to receive prior approval could result in non-payment for any costs associated with the use of the apparatus.

c. Technicians

The Contractor shall provide an adequate number of competently trained personnel with sufficient supervision to perform the services required, and the Contractor shall provide identification of its personnel if requested by the Village. Any Contractor's employee or representative whose employment is reasonably detrimental or objectionable to the Village shall be transferred immediately from the work site upon the Village's request. The exercise of this option shall not be construed as placing the Village in charge of the performance of the services required under the contract, or as making the Village responsible for safety.

The Contractor must provide one qualified technician to work on the equipment as identified herein, and upon request, must be able to provide a second qualified technician – should the Village determine that the task requires more than more qualified technician.

Contractor shall provide documentation/verification that service personnel have had training within a minimum of two (2) years "hands on" experience with the equipment identified herein.

d. Job Site Daily Cleanup

Contractor shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

e. Tools, Equipment and Materials Storage and/or Staging

Except where the Specifications indicate otherwise, the Village is not responsible for providing any tools, equipment, or storage under the contract in order to permit the completion of any contraction obligations under the contract.

Contractor shall be responsible for the proper, safe and adequate storage of all tools, materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the Village. All staging locations for equipment and materials must be pre- approved by the Village. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the site, and the Village shall not be liable for any loss or damage that may occur thereto.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the contractor, and shall meet the standards of OSHA and the State of Illinois safety codes as may be required by law. The Village reserves the right to inspect the equipment that will be used prior to the award of the bid.

Contractor shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the Village.

f. Water

Contractor must pick-up a Village issued water meter and RPZ device at the Village Yard located at 711 Laramie Avenue (847-853-7500). The Village has a limited number of meters and RPZ devices and if none are available Contractor will be responsible for supplying its own meter and RPZ device. A \$1,500 refundable deposit (cash, check, Visa, MC) and a meter loan permit are required before a Village meter and RPZ device will be issued. The permits are obtained through the Village of Wilmette Engineering Department at 1200 Wilmette Avenue (847-853-7660).

g. Delivery of Equipment and Materials

All equipment and materials shipped to the Village must be shipped F.O.B. and delivered to a pre-designated location. Contractor shall coordinate delivery schedules in advance with the Village and must be present on site at the time of all deliveries. To the extent any materials or equipment will not be used immediately in the construction of the Work, the materials and equipment shall be stored in the location directed by the Village. No deliveries will be accepted on Saturday, Sunday, or holidays.

h. Anti-Idling Policy

To improve air quality and reduce global warming, the Village requests that Contractor inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

i. Vehicles and Equipment

The Contractor's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed right-of-entry release forms for the required work.

8. Prevention of Injury or Damage

a. Safety of Persons

Contractor shall be solely and completely in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons performing the Work, and to any person on, about, or adjacent to the site where the Work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving (or in the vicinity of) overhead and/or underground electrical facilities and utilities. Contractor shall be responsible for any and all applicable employee safety training/education, as well as accident record maintenance.

b. Protection of Public and Private Property

Contractor shall adequately protect the site, adjoining properties and all Work from damage or loss arising in connection with, or during the performance of, the Work. Contractor shall pay for any such damage, injury or loss caused by its agents, employees or subcontractors or from the action of the elements. Contractor will be required, without cost to the Village, to remove and replace all portions of the damaged Work, and to repair or replace all damage caused to Village and private property and adjoining properties. Contractor will take sufficient precautions, and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the Work. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Contractor shall resolve any claims for damage with the property owner within (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the Village, the Village reserves the right to repair or replace that which was damaged by the Contractor and deduct this cost from any payment due the Contractor.

c. Repair of Damage

Upon termination of the Contract, or upon completion of the Work, Contractor shall repair or replace, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, right-of-ways, or other Village property arising during the performance of the Work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

9. Concealed Conditions

- a. Contract Drawings showing the approximate location of existing and new utility lines, if any, have been identified and located as accurately as possible using readily available information. However, the Contractor is responsible for verifying the accuracy of all locations. If as a result of such verification, utilities require relocation or rerouting Contractor shall notify the Village and cooperate with the Village to make the required adjustments.
- b. If utility service which is shown on the Drawings is interrupted for any reason, Contractor will work continuously to restore such service to the satisfaction of the Village at no additional cost to the Village. Should Contractor fail to proceed expeditiously with appropriate repairs, the Village shall have the right to have any needed repairs completed and the cost of such repairs shall be deducted from any amount due or to become due to Contractor.
- c. If utility service, which is not shown or which is misidentified on the Drawings, the existence or proper location of which could have been discovered by careful examination and investigation of the Project site by Contractor, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Contractor.
- d. Contractor shall promptly, but in no case more than ten (10) days from discovery and before the conditions are disturbed, notify the Village in writing of:
 - i. Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract Documents and which were not known by Contractor or could not have been discovered by careful examination and investigation of the site of the proposed Work.
 - ii. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the Work provided for in the Contract Documents.
 - iii. Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract Documents, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work and which were not known by the Contractor and could not have been discovered by careful examination and investigation of the Project site.
 - iv. If the Village determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the Contractor shall continue performance of the Work. No claim by the Contractor for a change in the Contract Amount or Times shall be allowed unless the required written notice is given and the Village is given adequate opportunity to investigate the conditions encountered prior to any disturbance thereof.

10. Suspension and Termination

The Village may, at any time, by written notice to the Contractor require the Contractor to stop all, or any part, of the Work required by the Contract Documents. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Contractor shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Contractor and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Contractor shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

11. Correction of Work

- a. Upon receipt of notice, Contractor shall promptly remove from the site and replace any material or correct any defective Work or Work that fails to conform to the requirements of the Contract Documents, whether completed or not and whether observed before or after Substantial or Final Completion. Contractor shall pay all costs of correcting such Work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all other Work damaged by such removal or replacement.
- b. If within one year after the date of Substantial Completion (or such longer period of time prescribed by any special guarantee or warranty) any Work is found to be defective, Contractor shall promptly, at its sole cost and expense and without cost to the Village, repair, replace or correct such defective Work along with any damage to other Work resulting therefrom.
- c. Contractor's obligations under this Paragraph are in addition to any other obligation or guarantee or warranty contained in the Contract Documents and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.
- d. If the Contractor fails to correct defective Work within a reasonable time, the Village may perform the necessary corrections. A Change Order will then be issued reflecting an equitable deduction from the Contract Amount for the costs of correction incurred by the Village. The costs of correction will be deducted from payments due to the Contractor or, if no further payments are due to Contractor, then the Contractor's surety will be responsible for said payment.

12. Liquidated Damages

- a. Time is of the essence. The Contractor agrees that all work included in connection with this project must be completed by the Final Performance Date, or sooner, after receipt of Notice To Proceed. It is hereby acknowledged and agreed by both parties that the damages to the Village are not readily ascertainable but that the failure to timely complete this Work will materially and significantly damage the safety and well-being of the Village, its staff and the public, and that therefore a sum of 250.00 per day is a fair and reasonable damage estimate to compensate the Village for any such delay. If the Contractor fails to fully complete the Work in that time, then and in this event, the Contractor further expressly agrees that, for each day this Work and this contract shall remain uncompleted after that date, the Village may deduct the sum of \$250.00 per day after the Final Performance Date, from the contract price as payment to the Village, by the Contractor of the liquidated damages sustained by reason of failure of the Contractor to complete the Project on or before the time aforesaid.
- b. Provided, however, that if the completion of this contract is delayed by the Village, by general strikes, acts of God, or casualty beyond the control of the Contractor, then and in such event, the time of completion of this contract shall be extended for such additional time as shall be caused by such delay.
- c. Provided, however, that the Contractor shall, at the time of such delay, if any, demand of the Village, in writing, such additional time within which to complete the performance of the Contract. The Contractor will be required to notify the Village within three (3) days of such delay, stating the reason for same. If the Contractor does not notify the Village in writing, within three (3) days of the delay, no request for extension of time will be approved.

13. Warranty

- a. Contractor warrants to the Village that all material and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. All warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion.
- b. Neither the final payment nor partial or entire use or occupancy of the site by the Village shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- c. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor, material, and

equipment will be free of defects for a period of one (1) year from the date of Substantial Completion unless otherwise provided.

- d. Contractor warrants that no materials or supplies for the Work purchased by Contractor or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Contractor further warrants that he/she has good title to all materials and supplies used in the performance of the Work, and any such materials and supplies are free from all liens, claims or encumbrances. Contractor agrees to indemnify and save the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Contractor's breach of this Section.

14. Documents

a. Ownership

All drawings, specifications, reports, and any other project documents prepared by the Contractor in connection with any or all of the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Contractor shall be the exclusive property of the Village.

Contractor shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality so as to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Contractor fails to deliver a fully reproducible document. Contractor shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village.

The provisions of this Section shall survive the expiration, conclusion and termination of this Contract.

b. Deliverables

Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Contractor pursuant to this Agreement shall be the exclusive property of the Village.

Contractor shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

15. Payment(s) & Withholdings**a. Submissions of Invoices**

Contractor shall submit invoices no more than once a month by email to AP@wilmette.com. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440.

Invoices must have the Purchase Order prominently displayed on page 1 of the invoice and shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products.

Invoices shall not be deemed due and owing unless and until the following are submitted:

- i. Updated construction schedule, when applicable.
- ii. Legally effective release(s) and waiver(s) of lien covering work for which payment is being made, when applicable.
- iii. Legally effective release(s) and trailing waiver(s) of lien(s) covering work for which prior payment to Contractor has been made, when applicable.
- iv. Certified payroll reports for Contractor, all subcontractors and subcontractors subcontractor, etc.
- v. Any other documents requested/required by the Village.

b. Payment To Subcontractors and/or Suppliers

Upon receipt of payments from the Village, Contractor shall promptly pay each Subcontractor (and/or supplier) amounts due and owing to said Subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such Subcontractor's work. Contractor shall require in any contract with Subcontractors that each Subcontractor make payments to their Subcontractors, vendors and suppliers in similar manner.

c. Liquidating Damages

Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in this Contract.

d. Withholding

Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or become due such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to defective Work or Work that does not conform to the Contract Documents; damage for which the Contractor is liable; state or local sales, use or excise taxes that may have been paid by Contractor or any of its Subcontractors; any lien or claim of third parties, subcontractors or suppliers regardless of merit; inability of the Contractor to complete the performance of the Work; or any other failure by the Contractor to perform any of its obligations under the Contract Documents. The Village shall be entitled to retain any and all amounts so withheld until the Contractor either performs the outstanding obligation, or furnishes security in a form acceptable to the Village for such performance.

e. Final Payment To Contractor

Upon completion of the Work and approval by the Village, and upon receipt and approval of all closeout submittals required under the Contract Documents and all final certified payroll reports and waiver(s) of lien, the Village will pay the Contractor the final payment within thirty (30) calendar days thereafter. No final payment shall become due and owing, however, unless and until Contractor shall completely repaired or replaced, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, or other Village property arising during the performance of the Work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor.

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Village relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance bond and payment bonds.

END OF DOCUMENT