VILLAGE OF GRAYSLAKE

CONTRACT

HVAC MAINTENANCE

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder **Hayes Mechanical LLC** ("Bidder")

Principal Office Address **5959 South Harlem, Chicago, IL 60638**

Local Office Address **5959 South Harlem, Chicago, IL 60638**

Contact Person **Ryan Smith** Telephone Number **312-560-6445**

TO: Village of Grayslake ("Owner" or "Village")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis
Village Manager

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:

A. Supplementary Schedule of Contract Terms
B. Schedule of Prices
C. Project Specifications
D. Certifications of Insurance Coverage

1. **Work Proposal**

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. General Standard. All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.

2. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.

3. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

4. Bonds and Insurance. Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;

5. Taxes. Pay all applicable federal, state, and local taxes;

6. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

7. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers; the compensation set forth below.

A. SCHEDULE OF PRICES ***See Attachment B***

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices

3. **Contract Time Proposal**

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract.

4. **Financial Assurance**

A. Bonds (if required by Attachment A). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty

(30) days after Bidder receives such notice from the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. Bidder shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to $1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

6. **Bidder's Representations and Warranties**

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Bidder's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the

Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is 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 Bidder is 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.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Bids set forth above.

7. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Bidder's Certification. All the facts and information submitted by Bidder in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Bidder's Certification are true and correct.

C. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Village reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

G. Penalties. Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

K. Amendments. No modification, addition, deletion, revision, alteration, or other change to this

Contract/Proposal shall be effective unless and until such the Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder full payment for the Work shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to this Contract.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, change is reduced to writing and executed and delivered by and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract.

All Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. Cleanliness of the Work Site and Environs. Bidder shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Bidder shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Bidder fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Bidder.

R. Damage to the Work, the Work Site, and Other Property. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision

of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 20th day of March, 2014.

Bidder's Status: (x) **Delaware** Corporation ( ) _____ Partnership ( ) Individual Proprietor
(State) (State)

Bidder's Name: **Hayes Mechanical LLC**

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: Terry AnCel

Printed Name: Terry AnCel

(corporate seal) (if corporation)

Title/Position: CEO

Bidder's Business Address: **5959 South Harlem, Chicago, IL 60638**

Bidder's Business Telephone: **773-784-0000** Facsimile: **773-784-0010**

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Terry AnCel	President	5959 South Harlem, Chicago, IL
George Englebrecht	Vice President & COO	5959 South Harlem, Chicago, IL
Bill Bluis	Secretary	5959 South Harlem, Chicago, IL
Mark Tibbetts	CFO	5959 South Harlem, Chicago, IL

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 23rd day of April, 2014.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE

By_____
Michael J. Ellis
Village Manager

Attest:_____
Deputy Village Clerk

ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS

I. Project: HVAC Maintenance

II. Work Site: Please see Attachment C.

III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.

IV. Commencement Date: The date of execution of the Contract by Owner.

V. Completion Date: The Contractor shall perform the Work beginning on May 1, 2014 through April 30, 2015. Please see Attachment C for additional stipulations.

VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory
Employer's Liability:
$500,000 ea. accident-injury
$500,000 ea. employee-disease
$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements including the completion of Attachment D (Certifications of Insurance Coverage).

IX. Per Diem Administrative Charge:

A. General. Two hundred and fifty dollars ($250.00) per day for each day after the completion date.

X. Contract Bonds Required:

No

ATTACHMENT B
SCHEDULE OF PRICES

PLEASE SEE THE FOLLOWING PAGE(S)

PROPOSAL

VILLAGE OF GRAYSLAKE

CONTRACT FOR

HVAC MAINTENANCE

BIDDER'S PROPOSAL

Full Name of Bidder **Hayes Mechanical LLC** ("Bidder")

Principal Office Address **5959 South Harlem, Chicago, IL 60638**

Local Office Address **5959 South Harlem, Chicago, IL 60638**

Contact Person **Ryan Smith** Telephone **312-560-6445**

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. #1 which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the

Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	UNIT PRICE ITEM (LOCATION)	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Municipal Building, 10 S. Seymour Avenue	EACH	12	$ 732.00	$8,784.00
2	Heritage Center Building, 164 Hawley Street	EACH	12	$190.00	$2,280.00
3	Public Works Garage, 585 Berry Avenue	EACH	4	$250.00	$1,000.00
5	Water Reservoir, 700 Center Street	EACH	4	$275.00	$1,100.00
6	Esper A. Petersen Foundation Family Aquatic Center, 250 Library Lane	EACH	2	$320.00	$640.00
7	Washington Street Train Station, 330 West Washington Street	EACH	3	$100.00	$300.00

TOTAL CONTRACT PRICE:

Fourteen Thousand One Hundred Four Dollars
(in writing)

$14,104.00 Dollars
(in figures)

Emergency Repairs (Not included in Total Contract Price)

Hourly Rate $ 118 (during normal business hours)

Material Markup 20 %

$175 Overtime (M-F 4pm-7am and all day Saturday)
$212 Premium time (Holidays and all day Sunday)

D.

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;

3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;

4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposals and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachments A.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of Seven hundred eleven dollars ($ 711.00), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 27th day of March, 2014.

Attest/Witness:

Hayes Mechanical
Bidder

By: [signature]

Title: Administrative Asst.

By: [signature]

Title: CEO

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

VILLAGE OF GRAYSLAKE

CONTRACT FOR

HVAC MAINTENANCE

BIDDER'S SWORN ACKNOWLEDGEMENT

Hayes Mechanical ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of **Delaware**, that is qualified to do business in the State of Illinois, and that is operating under the legal name of **Hayes Mechanical LLC**.

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	**Terry Ancel**	**5959 South Harlem, Chicago, IL 60638**
Vice President/COO	**George Englebrecht**	**5959 South Harlem, Chicago, IL 60638**
Secretary	**Bill Bluis**	**5959 South Harlem, Chicago, IL 60638**
Treasurer/CFO	**Mark Tibbetts**	**5959 South Harlem, Chicago, IL 60638**

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

NAME	**ADDRESS**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)	**ADDRESS**
_____(___)	_____
_____(___)	_____
_____(___)	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 27th day of March, 2014.

Attest/Witness:

Hayes Mechanical
Bidder

By: _____

Title: Acct. Rep.

By: _____

Title: CEO

Subscribed and Sworn to before me this 27th day of March, 2014.

_____
Notary Public

My Commission Expires: 1/2/2017

[SEAL]

Official Seal
Isabel Sultanian
Notary Public State of Illinois
My Commission Expires 01/02/2017

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

VILLAGE OF GRAYSLAKE

CONTRACT FOR

HVAC MAINTENANCE

BIDDER'S SWORN WORK HISTORY STATEMENT

Hayes Mechanical ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. **Nature of Business**

State the nature of Bidder's business: Commercial & Industrial HVAC & Plumbing Services

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

5 % Federal	95 % As Contractor	88 % Bidder's Forces
15 % Other Public	5 % As Subcontractor	2 % Subcontractors
80 % Private		10 % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 96 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS

5. **Business Licenses**

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
State of Illinois	BPV Repair	IL00002RL	6/07/2014
State of Illinois	General	013489-6	n/a

Note: Hayes Mechanical will obtain Village of Grayslake Business Licence upon award.

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	Village of Schaumburg	Village of Morton Grove	LaGrange School Dist
Owner Address	714 S. Plum Grove Road Schaumburg, IL	7840 North Nagle Morton Grove, IL	333 North Park Road LaGrange Park, IL
Reference	Mr. Greg Remigton	Mr. Andy DeMonte	Mr. Tom Ackerman
Telephone Number	847-923-6602	847-470-5235	708-482-2480
Type of Work	HVAC Maintenance and Repair	HVAC Maintenance and Repair	HVAC Maintenance and Repair

ACKNOWLEDGEMENT

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)	Hayes Mechanical	Hayes Mechanical	Hayes Mechanical
Amount of Contract	$54,945.00	$22,824.00	$33,712.00
Date Completed	5/1/2012 - 4/30/2014	7/1/2011 - 8/31/2014	1/1/2012 - 12/31/2014

DATED this 27th day of March, 2014.

Attest/Witness:

By: [signature]

Title: Account Rep

Hayes Mechanical
Bidder

By: [signature]

Title: CEO

Subscribed and Sworn to before me this 27th day of March, 2014.

[signature]
Notary Public

My Commission Expires: 1/2/2017

[SEAL]

Official Seal
Isabel Sultanian
Notary Public State of Illinois
My Commission Expires 01/02/2017

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENT

GREAT AMERICAN INSURANCE GROUP

GREAT AMERICAN INSURANCE COMPANY

OHIO

BID BOND

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

CONTRACTOR:
(Name, legal status and address)

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

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

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

OWNER:
(Name, legal status and address)

Village of Grayslake
10 S. Seymour
Grayslake, IL 60030

BOND AMOUNT: $ 5% Five Percent of Amount Bid

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

HVAC Service & Maintenance

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

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

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

Signed and sealed this 3rd day of April, 2014.

(Witness)

Hayes Mechanical LLC
(Principal) (Seal)

(Title)

(Witness) Karen E. Socha

GREAT AMERICAN INSURANCE COMPANY
(Surety) (Seal)
By:
(Attorney-in-Fact) Harold Miller Jr.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310 - 2010 Edition

Arthur J. Gallagher Risk Management Services, Inc.

April 3, 2014

Grayslake Village Hall
10 S. Seymour Avenue
Grayslake, IL 60030

To whom it may concern:

We have read the requirements set forth in the contract and will issue the required certificate and policies of insurance upon award of the contract to bidder.

If you have any questions or concerns, please contact me directly at 630-694-5458.

Sincerely,

Tiffany Krueger

Tiffany Krueger
Account Manager
Arthur J Gallagher Risk Management Services, Inc

The Gallagher Centre
Two Pierce Place
Itasca, IL 60143-3141
630.773.3800
Fax 630.285.4000
www.ajgrms.com/itasca

SCOPE AND SCHEDULE OF WORK

Addendum# 1 – 3/27/14: added Section 2 j.

The Village of Grayslake requires the services of a Mechanical/HVAC Contractor to provide labor, material and equipment to perform preventative maintenance and inspection of HVAC heating/air conditioning systems at various Village facilities. Typical maintenance work shall include, but not be limited to the following:

A. GENERAL

1. The contractor shall provide the Village with a detailed, written report for each service and emergency visit to the Village Manager or designee.

2. Preventive Maintenance visits shall include the following:

    a. Operating inspections shall include the necessary tasks to confirm the equipment is properly operating. The inspection shall include, but not limited to checking refrigerant charge, refrigerant operating pressures and temperatures, safety controls, lube oil level, oil pressure, electrical voltage, electrical connections, compressors and motor current draws, belts, pulleys and sheaves, bearing and shaft, gas burner combustion or electrical element operations.
    b. Pre-winter startup of HVAC system (furnaces and heaters) shall be done to coincide with quarterly tune up, belts/filter servicing in September/October. The pro-winter preventative maintenance shall include all necessary tasks to maintain the proper operation of the equipment. As part of the pre-winter startup wiring shall be inspected, contactors and motor starters checked, check operation, lubricate fan motors and bearings, clean and inspect burners, insure that all safety controls have been properly set and are working.
    c. Pre-summer startup of HVAC system (A/C) shall be done to coincide with April/May quarterly tune up and belts/filters. The pre-summer preventative maintenance shall include all necessary tasks to maintain proper operation of the equipment. As part of the pre-summer startup check motors thoroughly for obstructions and cleanliness, check all motor bearings and lubricate if needed, make sure that starter contacts have not deteriorated from use and be sure all terminal connections are snug, test to insure that all safety controls have been properly set and are working properly, inspect the fan belts for condition and tension, check piping to see if is in good condition, and for nay excessive vibration or external damage.
    d. Operational visits of HVAC system shall be as needed.
    e. Quarterly tune up and belts/filters servicing to be done in December/January, March/April, June/July and September/October unless otherwise stated.

Quarterly tune up shall include the inspection and cleaning of any condensation drain, brushing of coils, oiling of motors as needed, checking refrigerant pressures, checking performances of heating and cooling cycles, checking electrical connections and belts, taking voltage and amperage reading checking all line sets and connections for coolant leaks, checking all gas lines and valves and checking and adjusting all control systems. Belts/filters servicing shall include replacement of defective belts and disposal filters with new belts and pleated quality air filters.

f. Coil cleaning and inspection shall be done at the time of the pre-summer startup. Accessible evaporator coil surfaces shall be brushed cleaned and a nontoxic environmentally safe and manufacturer approved cleaner to be spayed on the coil surfaces. Condenser coil surfaces will be brushed cleaned at the time of the pre-summer startup.
g. Monthly replacement of pleated quality filters and inspection of blower assembly and cleaning of any condensation drains at the Municipal Building and Heritage Center. Units shall be checked for operation and cycled at each visit.
h. The Esper A. Petersen Foundation Family Aquatic Center shall receive a pre-summer start-up and a pre-winter start up.
i. Washington Street Train Station shall have a pre-winter start-up and the filters shall be replaced three (3) times during the heating season.
j. Quarterly filter change shall occur for Water Reservoir and Public Works Garage. (Addendum# 1 – 3/27/14: added Section 2 j.)

3. The contractor shall monitor the overall performance of all system equipment and provide the Village with written recommendations for any enhancements or changes necessary.

B. CONTRACT TIME

The Contractor shall perform the Work beginning on May 1, 2014 through April 30, 2015. Upon mutual agreement between the parties, the Contract may be extended through April 30, 2016. If the contract is extended, the unit prices may increase by the Chicagoland Consumer Price Index as defined by the United States Bureau of Labor Statistics no more 2% upon mutual agreement between the parties.

B. SERVICE COVERAGE

1. Buildings to be covered under this contract shall include the following:

   a. Municipal Building, 10 South Seymour Avenue
   b. Heritage Center, 164 Hawley Street
   c. Public Works Garage, 585 Berry Avenue

d. Water Reservoir, 700 Center Street
e. Esper A. Petersen Foundation Family Aquatic Center, 250 Library Lane
f. Washington Street Train Station, 330 West Washington Street

** The Village reserves the right to add or delete service locations during the term of this contract.

C. EQUIPMENT

1. The contractor shall furnish all equipment to provide full service HVAC maintenance under the scope of this contractor. If work to be preformed requires special equipment, which is outside the scope of services described herein, the Contractor with prior approval of the Village may bill for rental equipment or use of their own special equipment at cost, with no additional charges to the Village without prior approval.
2. If major work is required based on inspection, a detailed proposal for services must be submitted to the village and approved before work can proceed.

D. MATERIALS PROVIDED BY THE CONTRACTOR

1. All materials to be used shall be new and compatible with the equipment being serviced.

E. WARRANTY & GUARANTEES

1. Unless other wise specified herein, all goods shall be guaranteed and warranted for a period of twelve (12) months form the date of delivery, including parts and labor except damage caused by misuse, vandalism or act(s) of nature.

F. CONTRACTOR QUALIFICATION

1. Bidders shall include verification of HVAC technician certifications attached to their submitted bid proposal.

G. CONTRACTOR'S PERFORMANCE

1. The contractor shall perform all services required within these specifications. All services shall be preformed in the highest professional manner, and in accordance with the applicable, current industry standards, regulations, codes and statutes.
2. All service dates and times shall be scheduled with Kevin McCrory 847-223-8515, at least two weeks before the proposed service date, for each facility.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-630-773-3800
Arthur J. Gallagher Risk Management Services, Inc.
Two Pierce Place
Itasca , IL 60143-3141

CONTACT NAME: Tiffany Krueger
PHONE (A/C, No, Ext): 630-694-5458 FAX (A/C, No): 630-285-4241
E-MAIL ADDRESS: Tiffany_Krueger@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER	25674
INSURER B: XL SPECIALTY INS CO	37885
INSURER C: ENDURANCE AMER INS CO	10641
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES **CERTIFICATE NUMBER:** 39208737 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CG D2 46 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			VTC2JCO5808B158TIL13	09/30/13	09/30/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			VTJCAP5808B16ATIL13	09/30/13	09/30/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			US00064213LI13A	09/30/13	09/30/14	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		VTC2JUB5A37605A13	09/30/13	09/30/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Liability			EXC10004226700	09/30/13	09/30/14	Occurrence Aggregate	15,000,000 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Village of Grayslake is shown as an additional insured solely with respect to general liability coverage as evidenced herein as required by written contract with respect to work performed by the named insured. A waiver of subrogation in favor of Village of Grayslake is included under the Workers' Compensation coverage as evidenced herein as required by written contract. Umbrella Follows form.

CERTIFICATE HOLDER

Grayslake Village Hall
10 S. Seymour Avenue
Grayslake, IL 60030
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael R. Peach

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/09/2014

NAME OF INSURED: Hayes Mechanical

SUPP (10/00)

HVAC Excellence™

Benchmark of Excellence™

Employment-Ready Certified

MICHAEL A. SCHULTZ

Has fulfilled the requirements as set forth by the Board of Regents for technical excellence

Carbon Monoxide & Combustion Analysis

Jerry Weiner
HVAC Excellence

Certificate No. 0516014041010

HVAC Excellence™

Benchmark of Technical Excellence

MICHAEL A. SCHULTZ

Has Achieved Academic Excellence in

Combustion Analyst

Certificate No. 516014041070

Expires: 2/23/2018

Jerry Ukiss

Chairman
HVAC Excellence

Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

For having completed an Advanced Journeyman Course in

BOILER AND BURNERS #1

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this SIXTEENTH day of JANUARY 20 2013.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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LITHO. IN U.S.A.

Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

For having completed an Advanced Journeyman Course in

BOILER & BURNER #3

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this NINETEENTH day of JUNE 2013.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MIKE SCHULTZ

For having completed an Advanced Journeyman Course in

BOILER & BURNER #1

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this EIGHTEENTH day of OCTOBER 20 11.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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LITHO. IN U.S.A.

Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

For having completed an Advanced Journeyman Course in

BOILER & BURNER #2

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this EIGHTEENTH day of OCTOBER 20 11.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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IT-O.-IN U.S.A.

Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MIKE SCHULTZ

For having completed an Advanced Journeyman Course in

BOILER & BURNER #3

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this EIGHTEENTH day of OCTOBER 20 11.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

For having completed an Advanced Journeyman Course in

APPLIED ELECTRICAL #2

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this SEVENTH day of NOVEMBER 20 11.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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Joint Apprenticeship Committee and Pipe Fitters' Association Local Union 597 Chicago

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

BASIC HYDRONICS #1

in accordance with the High Standard of Craftsmanship in the Apprenticeship of the Pipe Fitting Industry LU 597.

Done this FIRST day of APRIL 20 13.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

For having completed an Advanced Journeyman Course in

INTERMEDIATE REFRIGERATION

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this ELEVENTH day of JANUARY 20 12.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MIKE SCHULTZ

For having completed an Advanced Journeyman Course in

SIEMENS LMV5 COMBUSTION CONTROLS

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this FIRST day of APRIL 20 13.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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LITHO. IN U.S.A.

Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

For having completed an Advanced Journeyman Course in
SIEMENS LMV5 COMBUSTION CONTROLS, GAS TRAINS & LEVEL CONTROLS

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this FIRST day of APRIL 20 13.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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LITHO. IN U.S.A.

Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

For having completed an Advanced Journeyman Course in

ROOF TOP UNIT SERVICE & ECONOMIZERS

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this EIGHTEENTH day of OCTOBER 20 11.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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LITHO. IN U.S.A.

Combustion Control Solutions | SCC Inc.

Solution Partner Combustion Controls | SIEMENS

CERTIFICATE OF COMPLETION

This certificate is hereby awarded to

MIKE SCHULTZ

For the completion of:

Siemens LMV3 Linkageless Burner Management System

Location: SCC Inc. ~ Elk Grove Village, IL

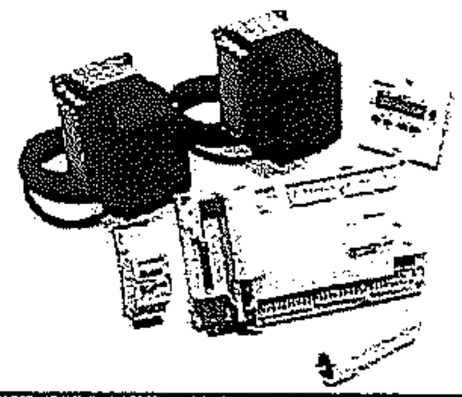
Date: March 19-20, 2013

David Lehrer

David Lehrer, Trainer

Ken Konetski

Ken Konetski, Trainer



Combustion Control Solutions | SCC Inc.

Solution Partner Combustion Controls | SIEMENS

CERTIFICATE OF COMPLETION

This certificate is hereby awarded to

MIKE SCHULTZ

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Siemens LMV5 Linkageless Burner Management System

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David Lehrer, Trainer

Ken Konetski

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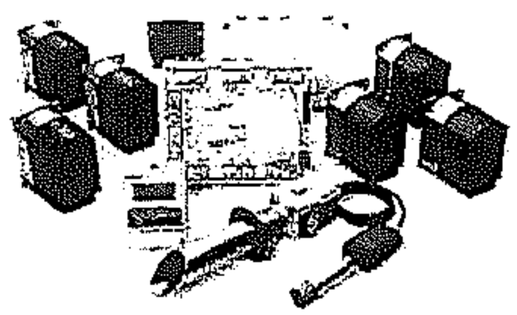

Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

For having completed an Advanced Journeyman Course in

STEAM SYSTEMS

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this SIXTEENTH day of JANUARY 20 2013.

James Buchanan
Business Manager

Chairman

John W. Leen
Director of Training

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LITHO. IN U.S.A.

Joint Apprenticeship Committee and Pipe Fitters' Association, Local 597

THIS CERTIFICATE IS AWARDED TO

MICHAEL SCHULTZ

For having completed an Advanced Journeyman Course in

VARIABLE FREQUENCY MOTOR DRIVES

in accordance with the High Standard of Craftsmanship of the Journeymen of the Pipefitting Industry. LU 597.

Done this TENTH day of JANUARY 2014.

James Buchanan
Business Manager

Chairman

John W. Lenn
Director of Training

228

Certificate of Training

This is to certify that

Mike Schultz

Attended the ASI Controls Essential Training course,

Held April 19-23, 2010 in Chicago, IL

Instructor

ASI Controls
2202 Camino Ramon, San Ramon, CA 94583
Phone (925) 866-8808 Fax (925) 866-1369
www.asicontrols.com

Certificate of Completion

OSHA.COM
Online OSHA Training

Michael A Schultz

is awarded this certificate for

10 Hour Construction Safety Certification

Credit Hours:	10
Completion Date:	05/31/2012 21:27 CST

Marie Athey, OHST

This temporary certificate is good for two weeks from the completion date stamped above and certifies the listed learner has successfully completed the certification training.

360training.com ♦ 13801 Burnet Rd., Suite 100 ♦ Austin, TX 78727 ♦ 888-360-TRNG ♦ www.360training.com

STATE OF ILLINOIS }
} SS
COUNTY OF LAKE }

ATTACHMENT D
CERTIFICATIONS OF INSURANCE COVERAGE

Hayes Mechanical, as Contractor, and AJGRMS, Inc as representative of contractor's insurer Great American Insurance Company ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor and Contractor's Insurer depose, state, and certify that Contractor has obtained insurance coverage as required pursuant to Section 4 of this Contract and provided certificates of insurance evidencing the minimum insurance coverages and limits set forth in Section VI of Attachment A to this Contract as required pursuant to Section 4 of this Contract.

Dated this 15th day of April, 2014.

Attest/Witness

By: Ryan Smith

By: Ryan Smith

Title: Account Representative

CONTRACTOR

Title:

Official Seal
Carrie L Lucas
Notary Public State of Illinois
My Commission Expires 02/01/2015

Subscribed and sworn to before me
this 15th day of April, 2014.

Carrie L. Lucas
Notary Public

SEAL

My Commission Expires:

2/1/2015

Attest/Witness

By: Tiffany Kruger

By:

Title: Senior Risk Mgmt Rep

CONTRACTOR'S INSURER

Title:

Subscribed and sworn to before me
this 15th day of April, 2014.

Kathleen A Weaver
Notary Public

SEAL

My Commission Expires:

OFFICIAL SEAL
KATHLEEN A WEAVER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/24/16