

McHENRY COUNTY COLLEGE  
REQUEST FOR PROPOSALS - #04152014B  
NATURAL GAS HOT WATER HEATER REPLACEMENT SERVICE

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**Summary**

McHenry County College requests proposals from companies to provide Natural Gas Hot Water Heater Replacement Services for MCC.

Date Issued:	April 4, 2014
Service Requested:	Natural Gas Hot Water Heater Replacement
RFP Closing Date/Time:	April 15, 2014 – 10:00 A.M.
RFP Contact:	Jennifer Jones, Director for Business Services JJONES@MCHENRY.EDU

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Proposals must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before April 15, 2014, 10:00A.M.CST.

**All late proposals will be rejected.**

All proposals must be signed by a duly authorized representative of the firm.

**All unsigned proposals will be automatically rejected.**

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate McHenry County College (MCC) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFP. MCC reserves the right to reject a proposal if required information is not provided or is not organized as directed. MCC also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on MCC's RFP website, [www.mchenry.edu/bid](http://www.mchenry.edu/bid). For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

McHenry County College administration will evaluate all proposals. A recommendation to enter into an agreement with the successful bidder will be presented to the Board of Trustees at the April 24, 2014 board meeting.

We appreciate your interest in McHenry County College and look forward to your response.



**REQUEST FOR PROPOSAL**

**Natural Gas Hot Water Heater Replacement Service**

**RFP #04152014B**

**Issue Date: April 4, 2014**

**RFP Response Deadline: April 15, 2014**

McHenry County College  
8900 US Highway 14  
Crystal Lake, Illinois 60012-2761  
Telephone: (815) 455-3700

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## 1.0 GENERAL REQUIREMENTS

**1.1 Introduction:** McHenry County College (hereinafter “MCC”) is inviting responsible Vendors (hereinafter “Bidder” or “Contractor”) to submit proposals for **Natural Gas Hot Water Heater Replacement Service**. A more complete description of the supplies and/or services sought is provided in the “Bid Specifications”. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the vendor’s risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFP, and may not be utilized by the vendor to contest a decision or understanding with MCC.

**1.2 Background:** McHenry County College (MCC) is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago, the college is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012. Also part of this college is the Shah Center, a corporate training and business development center that was remodeled from a former hotel in 2005 approximately six miles northeast of MCC in the town of McHenry, Illinois.

**1.3 Contact Information:** The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Jennifer Jones  
Director of Business Support Services  
McHenry County College  
8900 US Highway 14  
Building A, Room 246  
Crystal Lake, IL 60012  
Email: [jjones@mchenry.edu](mailto:jjones@mchenry.edu)

**1.4 Contract Terms:** Time is of the essence with respect to Vendor’s performance of this contract. The contract should be completed no later than May 30, 2014. The contract begins on the Effective Date affixed to the contract upon approval.

**1.5 Minimum Bidder Qualifications:** The following minimum qualifications must be met by each bidder:

- a. The Bidder shall have had a minimum of three (3) years, previous experience and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.

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**1.6 Site Visit:** By appointment only. See “Key Event Dates”.

**1.7 Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

MCC Issues RFP listed at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	April 4, 2014
Contact to arrange site visit Site Visit Date/Time (April 7-8, 8a-2p only)	Chris Fischer, 224-325-1648
Last day for vendors questions via email jjones@mchenry.edu	April 9, 2014
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	April 10, 2014
Bid End Date	April 15, 2014
Reviewed by MCC Evaluation Team by	April 17, 2014
Recommendation to Board of Trustees	April 24, 2014
Notification of Award by	April 29, 2014
Contract Start Date	TBD by EVP of Physical Facilities
Project Manager Contact	Steve Kormanak, Director of Maintenance 815-455-8563

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## 2.0 BID SUBMISSION

- 2.1 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Business Services via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Business Services. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 Submission:** The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope and nature of the project requirements. **Faxed Bids ARE NOT acceptable.**
- 2.3 Interpretation or Representations.** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.4 RFP Questions and Clarifications:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.
- 2.5 Addendum:** The only method by which any requirement of this solicitation may be modified is by written addendum. MCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Any addendum will be posted to MCC's website at [www.mchenry.edu/bid](http://www.mchenry.edu/bid). The addendum shall be acknowledged by signature and included in your bid submission.
- 2.6 Bid Preparation Costs.** The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. The College is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
- 2.7 Cancellation of RFP:** If the Director of Business Services determines that it is in MCC's best interest, he/she reserves the right to do any of the following
- Cancel this RFP
  - Modify this RFP in writing as needed
  - Reject any or all proposals received in bid to this RFP.

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- 2.8 Accuracy/ Withdrawal of Proposals Prior to Bid Opening:** Bids may be withdrawn in writing any time prior to the opening hour. However, no proposal may be withdrawn for a period of sixty (60) days subsequent to the opening of the Bid without the prior written approval of the Director of Business Services of McHenry County College.
- 2.9 Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.
- 2.10 Evaluation:** In evaluating the bids submitted, MCC will apply the "Best Value" standard in selecting the vendor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that vendor whose offer conforms to the bid and it is determined to be the most advantageous, or "best value" to MCC, in the sole judgment of MCC. The selection process will include, but not be limited to, the following considerations:
1. The quality and range of products and services the firm proposes to provide.
  2. The ability to provide product and service in an expedient and efficient manner.
  3. The firm's overall experience, reputation, expertise, stability, and financial responsibility.
  4. The experience and qualifications of the staff that will be assigned to service MCC's account.
  5. The provider's ability to assist MCC in meeting the overall goals of bid.
  6. The bidder's past relationship with MCC, if any.
  7. Any other relevant factor that a business entity would consider in selecting a vendor.
- 2.11 Award of Contract:** MCC reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of the College. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered.

The successful bidder will be notified within three business days by e-mail or telephone of their award of contract following the Board of Trustees meeting. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from MCC. This bid will be awarded in its entirety to one vendor. We reserve the right to make moderate quantity alterations to conform to budget limitations.

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### 3.0 INSTRUCTION TO BIDDERS

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

**3.1 Bid Format and Content:** In order for MCC to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

1. **Cover Letter.** The cover letter must confirm that the **bidder understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP.** Further, that should the contract be awarded to your company, you would be prepared to begin services upon contract approval from MCC. The cover letter must include the full contact information of the person(s) MCC shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used.
2. **Experience & Operational Plan.** Bidders must describe their capabilities to provide the services requested in this RFP by providing the following:
  - A description of Bidder's experience in Natural Gas Hot Water Heater Replacement Service.
  - Staffing and operational plan for this contract, including use of any subcontractors and description of equipment to be used.
3. **Pricing.** Bidder shall submit on the bid submission form, prices for each item listed for Natural Gas Hot Water Heater Replacement Service.

**3.2 Packaging of Response:** Please submit (1) original and (3) copies of the bid. The bid documents, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside:

- Bidder's complete name and address
- Solicitation Number
- Bid Due Date and Time
- Bid for Natural Gas Hot Water Heater Replacement Service
- Sealed Bid

**3.3 Late Bids.** *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**3.4 Bidder's Signature.** The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in



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response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.

**3.5 Submit Bids To:**

McHenry County College  
Attn: Jennifer Jones  
Director of Business Support Services  
8900 US Highway 14  
Building A, Room 248  
Crystal Lake, IL 60012

**3.6 Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late submission.

**3.7 Responders' Costs:** The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to MCC.

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#### 4.0 GENERAL TERMS AND CONDITIONS

- 4.1 Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.
- 4.2 Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.
- 4.3 Right to Cancel:** MCC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
- 4.4 Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.
- 4.5 Negotiation:** MCC reserves the right to negotiate all elements, which comprise the bidder's proposal to ensure the best possible consideration, be afforded to all concerned. MCC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of MCC.
- 4.6 Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.
- 4.7 Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on MCC's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. The successful bidder shall provide a certificate of insurance naming McHenry County College as additional insured.
- 4.8 Performance and Payment Bond:** For every project greater than Fifty Thousand Dollars (\$50,000), Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.

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- 4.9 Prevailing Wage Law:** The Illinois Prevailing Wage Act, 820 ILCS 130/01 et.seq. shall be mandatory for all contractors and subcontractors who are hired by the College. The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the prevailing rate of wages in the county where the work is performed.
- 4.10 Indemnification:** The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
- 4.11 Substitutes to Specifications:** Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this bid document. A demonstration may be requested. Submit complete specifications for any substitute offered. Your bid should be made on the Bid Submission Form (Attachment A), and any explanation regarding your bid should be attached. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.
- 4.12 Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.
- 4.13 Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

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## 5.0 BID SPECIFICATIONS

Remove and replace three domestic natural gas hot water heaters specified below:

- Disassemble and remove from the site three existing hot water heaters, tanks, pumps, and insulation from Buildings B, C and D as follows:
- Remove existing 216,000 BTU Lochinvar hot water heater and associated 200-300 gallon storage tank from Building B. Dispose of material properly and recycle as appropriate.
- Remove existing 72,000 BTU Lochinvar hot water heater and associated 200 gallon storage tank from Building C. Dispose of material properly and recycle as appropriate.
- Remove existing 300,000 BTU hot water heater and associated 400 gallon storage tank from Building D. Dispose of material properly and recycle as appropriate.
- Provide and install one new hot water heater AO Smith BTH-199 or comparable unit in Building B. Include flue ducting, roof repair at abandoned flue pipe, pumps, piping, wire and insulation.
- Provide and install one new hot water heater AO Smith BTX-100 or comparable unit in Building C. Include flue ducting, roof repair at abandoned flue pipe, pumps, piping, wire and insulation. **This task is to be performed during closed hours.**
- Provide and install one new hot water heater AO Smith BTH-199 or comparable. Include flue ducting, roof repair at abandoned flue pipe, pumps, piping, wire and insulation. Include a replacement pump and motor for the recirculation piping. Asbestos testing has proven negative for presence.

## **6.0 ATTACHMENTS**

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**ATTACHMENT A-BID SUBMISSION FORM**

**Bid Submitted By and Authorized Signature:** The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document unless otherwise marked and listed in the "exception to bid" section.

Bid Submitted by: \_\_\_\_\_

Signature: \_\_\_\_\_

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

- The Owner/  
Sole Proprietor       Member of the  
Partnership       Officer of the  
Corporation       Member of the  
Joint Venture

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Contract Person: \_\_\_\_\_

FEIN: \_\_\_\_\_

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**ATTACHMENT A  
BID SUBMISSION FORM**

Pricing shall be for the complete project including parts, material, labor, shipping, disposal, removal from site, recycling, asphalt repair, recovery/repair of landscape or hardscape affected and site cleanup and luminaire performance evaluation.

Total Bid Amount: \$ \_\_\_\_\_

Bid Submitted By: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

The signature below certifies that the entire bid document is in order and that all instructions, specifications, rules and regulations as stipulated by the McHenry County College will be adhered to and complied with.

Authorized Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

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**ATTACHMENT B - CONTRACTOR CERTIFICATION**

Illinois Revised Statute 1987  
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name \_\_\_\_\_

By \* \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

\* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once a RFP for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.



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**ATTACHMENT C**  
**CERTIFICATE OF COMPLIANCE WITH THE ILLINOIS PREVAILING WAGE LAW**

Every eligible bidder and contractor/vendor shall comply with the employment section of Public Contracts provision of the Prevailing Wage Act, 820 ILCS 130/1, as amended.

McHenry County College District 528  
8900 U.S. Highway 14  
Crystal Lake, IL 60012

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**  
Certificate of Compliance with the Illinois Prevailing Wage Law

This letter is to certify that \_\_\_\_\_  
(name of company)

is in compliance with Section 39A9 of Chapter 48 of the Illinois Revised Statutes and all amendments pertaining to the payment of prevailing wages as established by the department of labor, to all laborers, workers, and mechanics performing work under this agreement/contract.

Company street address \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact name \_\_\_\_\_ contact phone \_\_\_\_\_

Sworn and subscribed to me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; before me, notary public appointed in \_\_\_\_\_ County for the state of Illinois.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
printed name

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Commission expiration date

\_\_\_\_\_  
city of residence

\_\_\_\_\_  
county of residence



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**ATTACHMENT E - REFERRAL LIST**

List four companies, schools preferred, to whom your company has sold and installed comparable products within the last three years:

1. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_
  
2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_
  
3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_
  
4. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_



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**ATTACHMENT G - SAMPLE CONTRACT**

**MC HENRY COUNTY COLLEGE  
CONSTRUCTION PROJECTS AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

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THIS AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 2014 by and between MC HENRY COUNTY COLLEGE, 8900 US Highway 14, Crystal Lake, IL 60012 ("Owner") and \_\_\_\_\_ ("Contractor"),

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work in connection with the Project, as hereinafter provided. In consideration of the performance of work by Contractor and the payment for such work by Owner, the parties agree as follows:

1. Scope of Project. Contractor shall perform work for Owner in connection with the Project, including specifically, the matters set forth on Exhibit 1. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner so Contractor can complete its work in a timely manner; and (ii) of any work requested by Owner that is not included in the scope of work provided in Exhibit 1.

The Contractor understands that Owner may engage other Contractors or Owner personnel to work in areas near the Contractor's work. Contractor shall cooperate with such others so that work is not disrupted or delayed.

The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor's employees.

The work shall be completed by TBD. The completion date is automatically extended by day for each day work is delayed due to inclement weather.

2. Payment to Contractor. Owner shall pay Contractor for Contractor's work properly performed under this Agreement the following Total Contract Sum:

Total Contract Sum: \_\_\_\_\_

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor's work completed at the time of billing on the basis of actual work performed. Owner shall make payments to Contractor thirty (30) days after receipt of Contractor's statements properly submitted. Monthly statements shall detail Work Completed During Billing Period, Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by Owner as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

3. Tax Exemption. McHenry County College is exempt for all State and Local Sales Tax or Federal Excise Tax on any item or order. McHenry County College's Tax Exemption Identification No. is E9995-0332-05. A copy of the exemption number from the Illinois Department of Revenue will be furnished upon written request to the Purchasing Office of McHenry County College.

4. Defective Work and Guarantee. All work shall be of high quality and free of defect. Contractor shall promptly correct any defective work. Payment by Owner for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Additionally, Contractor shall warrant and guarantee all work to be free from defect for one year following substantial completion of the work, and upon notice by the Owner shall promptly correct such defects appearing within said one year period. This is in addition to any manufacturers' warranties.

5. Indemnification and Insurance. Contractor hereby agrees to indemnify and hold Owner, its board members, officers, agents, employees, administrators, and any other parties designated by Owner (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to Owner, the insurance coverages set forth in Exhibit 2. Contractor shall adhere to all provisions of Exhibit 2.

6. Performance and Payment Bond. For every project greater than Fifty Thousand Dollars (\$50,000), Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.

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NATURAL GAS HOT WATER HEATER REPLACEMENT SERVICES

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7. Termination. Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated for cause, the Contractor shall be liable to the Owner for any increase in project cost incurred by the Owner in completing the work. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of Owner. Owner shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.
8. Liens. Upon Owner's request, contractor shall submit mechanics' lien waivers in form acceptable to Owner with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor due to Contractor's fault or events under its control, contractor shall indemnify Owner for all costs, expenses, and attorneys fees incurred in the resolution of such lien.
9. Materials. All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturer's recommendations. If requested by Owner or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data and literature. All manufacturer's warranties shall be forwarded to Owner prior to substantial completion of the work.
10. Operation and Maintenance Manuals. Upon substantial completion, but prior to final payment, the contractor shall submit operations and maintenance manuals.
11. Maintenance of Work Area. Contractor shall perform all work so as to minimize impact on Owner's operations. Work areas shall be kept neat and orderly as the work allows. Adjoining areas shall be protected from dust and debris. Work areas shall be secured to protect against intrusion by non-employees of the Contractor. Notwithstanding completed Work, all work areas shall be returned to their pre-construction condition prior to final payment.
12. Differing Site Conditions. Should Contractor unearth or uncover any concealed condition differing materially from conditions depicted in the drawings or from conditions reasonably anticipated or inherent in the work, Contractor shall immediately stop the work and shall notify the Owner of the condition in writing. The Owner shall then issue directions. The contract time and contract price shall be equitably adjusted to reflect adjustments in time and price caused by the unforeseen condition. However, prompt written notice by the Contractor of the condition shall be a condition precedent to such adjustments.
13. Changes in Scope of Work. Owner may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by Owner and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. Owner shall solely select the method of pricing.
14. Successors and Assigns. Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the Owner. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
15. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.
16. Entire Agreement; Conflict. This Agreement incorporates Owner's bid instructions and bid request documents along with Contractor's bid, but only to the extent that Contractor's bid is not in conflict with other contract documents. This Agreement represents the entire agreement between Contractor and Owner and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Contractor. In the event of a conflict between this Agreement or any exhibits hereto and a proposal from Contractor, this Agreement and its exhibits shall control, followed by Owner's bid instructions and request documents, and finally, by Contractor's bid.
17. Human Rights Act. To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*
18. Drug Free Workplace. To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
19. Sexual Harassment Policy. Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

This Agreement has been executed the day and year provided above.

MC HENRY COUNTY COLLEGE

ABC COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

McHENRY COUNTY COLLEGE  
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NATURAL GAS HOT WATER HEATER REPLACEMENT SERVICES

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EXHIBIT 1

SCOPE OF WORK

Remove and replace three domestic natural gas hot water heaters specified below:

- Disassemble and remove from the site three existing hot water heaters, tanks, pumps, and insulation from Buildings B, C and D as follows:
- Remove existing 216,000 BTU Lochinvar hot water heater and associated 200-300 gallon storage tank from Building B. Dispose of material properly and recycle as appropriate.
- Remove existing 72,000 BTU Lochinvar hot water heater and associated 200 gallon storage tank from Building C. Dispose of material properly and recycle as appropriate.
- Remove existing 300,000 BTU hot water heater and associated 400 gallon storage tank from Building D. Dispose of material properly and recycle as appropriate.
- Provide and install one new hot water heater AO Smith BTH-199 or comparable unit in Building B. Include flue ducting, roof repair at abandoned flue pipe, pumps, piping, wire and insulation.
- Provide and install one new hot water heater AO Smith BTX-100 or comparable unit in Building C. Include flue ducting, roof repair at abandoned flue pipe, pumps, piping, wire and insulation. **This task is to be performed during closed hours.**
- Provide and install one new hot water heater AO Smith BTH-199 or comparable. Include flue ducting, roof repair at abandoned flue pipe, pumps, piping, wire and insulation. Include a replacement pump and motor for the recirculation piping. Asbestos testing has proven negative for presence.

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NATURAL GAS HOT WATER HEATER REPLACEMENT SERVICE

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EXHIBIT 2

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish Owner with two (2) original Certificates of Insurance, with Owner named as an additional insured for Commercial General Liability and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Owner. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to Owner. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Owner.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

<b>Commercial General Liability</b> including:	\$1,000,000/\$1,000,000
1. Premises - Operations	
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	
<b>Automobile Liability</b>	
Owned, Non-owned, or Rented	\$1,000,000/\$1,000,000
<b>Workers' Compensation and Occupational Diseases</b>	As Required by Applicable Laws
<b>Employer's Liability</b>	\$1,000,000