



"Demski, Ron"
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12/10/2010 04:11 PM

To Mike Skibbe <mskibbe@vbg.org>
cc Greg Boysen <gboysen@vbg.org>
bcc
Subject COTL Emergency Rehab Group BC - Contract Documents

File

Mike,

The contract documents for the Group BC work to be performed by Kresmery are attached for your review. Note the following:

- The cover sheet is dated December 13, 2010, but can be changed if necessary.
- Burns & McDonnell's project number should appear in the blank on the cover sheet. However, I can't get a number assigned until we receive a Purchase Order from the Village.
- Article V on page B-3 of the Contract Documents allows the Contractor 60 days to complete construction. Kresmery signed page C-7 of the Proposal Documents in both his Group B and Group C proposals, which page also mentions the 60 day construction period. In fairness to the Contractor, I recommend that Kresmery be asked to acknowledge this 60 day period as well as the Liquidated Damages provision mentioned elsewhere in the Contract Documents.

Also, since this bid/contract process did not proceed in the usual manner, it's important that Bill Raysa review these documents as well. Besides, he always seems to find something that escaped us!

Have a great weekend!

Ron

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*attachment
(141 pages)*

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**Emergency Rehabilitation (Group BC) of the
Cambridge on the Lake Sanitary Lift Station**

prepared for



**Village of Buffalo Grove
Department of Public Works
51 Raupp Boulevard
Buffalo Grove, Illinois**

December 13, 2010

BMcD Project No. _____

prepared by

Burns & McDonnell Engineering Company, Inc.

1431 Opus Place, Suite 400

Downers Grove, Illinois

(630) 724-3200

www.burnsmcd.com



EMERGENCY REHABILITATION (GROUP BC) OF THE
CAMBRIDGE ON THE LAKE SANITARY LIFT STATION

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VILLAGE OF BUFFALO GROVE
AGREEMENT
EMERGENCY REHABILITATION (GROUP BC) OF THE
CAMBRIDGE ON THE LAKE SANITARY LIFT STATION

THIS AGREEMENT, made this _____ day of December, 2010, by and between the VILLAGE OF BUFFALO GROVE (hereinafter called the "Owner") a Municipal Corporation acting through its President, and Board of Trustees, and Marc Kresmery Construction LLC, hereinafter called the "Contractor." This Agreement is sometimes referred to as Contract.

WITNESSETH

WHEREAS, the Village has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvement, and did award the Contractor a contract for said improvements:

NOW THEREFORE, for and in consideration of their mutual promises, covenant undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

Contractor agrees, at its own cost and expense, to do all work and to furnish all the labor, materials, equipment and other property to do, construct, install, and complete all the works and improvements included, all in full accordance with and in compliance with and as required by the hereinafter specified Plans and Specifications and Contract Documents for said works and improvements, and to do, at its own cost and expense, all other things required of the Contractor by said Contract Documents.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein mentioned include all of the Contract Documents, including but not limited to the following:

1. The Proposal
2. The General Conditions of Contract
3. The Special Provisions
4. This Agreement
5. The Plans and Specifications
6. Public Contract Statements
7. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
8. Any and all other documents or papers included or referred to in the foregoing documents all of which documents are on file in the OFFICE OF THE VILLAGE CLERK, 50 Raupp Boulevard, Buffalo Grove, Illinois, all said documents being hereby incorporated herein and made a part herein by reference the same as if set forth herein.
9. Requests for Information (RFI) #1 through #11.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit price as set forth in the Scope of Work & Schedule of Prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the Village, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Plans and Contract Documents and the requirements of the Village Public Works Director (Public Works Director).

ARTICLE IV – CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part which follows it numerically except as may be otherwise specifically stated applies. Said component parts are the following:

1. General Conditions of Contract
2. Contract Plans
3. Contractor's Proposal
4. This Agreement

This Contract is intended to conform in all respects to applicable statutes of the State in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE V - STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work at the site within fifteen (15) calendar days after the Notice to Proceed. The Contractor shall fully complete all work to the point of final acceptance by the Village, and to complete doing all other things required of them by the Contract Documents on or before and no later than sixty (60) calendar days from the Notice to Proceed ("Contract Time"). Contractor shall and agrees to furnish and deliver to the Village fifteen (15) calendar days after date of award of this contract the Faithful Performance and Payment Bond and the Insurance Certificates and Policies of Insurance required of him by the provisions of Paragraph 2 of the General Conditions of the Contract, and to do, prior to starting work, all other things which are required of them by the Contract Documents as a prerequisite of starting work.

ARTICLE VI – LIQUIDATED DAMAGES

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Five Hundred Fifty Dollars (\$550) per calendar day for each day past the Contract Time until final acceptance by the Village.

The Liquidated Damages amount is agreed upon by and between the Contractor and the Village because of the impracticability and difficulty of ascertaining the actual damages the Village would in such event sustain. The said amount shall be deducted from the Contract Amount at the time of Final Payment.

ARTICLE VII – PREVAILING WAGE ACT

This work is subject to the wage provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

ARTICLE VIII

The Village agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things hereinabove mentioned, according to the terms and conditions hereinabove contained or referred to, for the prices aforementioned, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Plans and Specifications and Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

VILLAGE OF BUFFALO GROVE
AGREEMENT
EMERGENCY REHABILITATION (GROUP BC) OF THE
CAMBRIDGE ON THE LAKE SANITARY LIFT STATION

CONTRACTOR

BY

TITLE

ATTEST:

BY

TITLE

THE VILLAGE OF BUFFALO GROVE

VILLAGE MANAGER

GENERAL CONDITIONS OF THE CONTRACT

1. Contract Security

The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the aggregate amount of the Contract as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract.

2. Contractor's Insurance

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village and Burns & McDonnell Engineering Company, Inc., a Missouri corporation, with offices at 1431 Opus Place, Suite 400, Downers Grove, Illinois 60515 (hereinafter, Engineer) named as additional insured; and
2. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

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

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

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as

respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers and Engineer are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers and Engineer. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers or Engineer shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers and Engineer.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

J. Indemnity/Hold Harmless Provision

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

the Village, its officials, agents and employees and Engineer as herein provided.

K. Retention of Payments:

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

L. Patent Fees and Royalties:

Contractor shall indemnify and hold harmless the Village and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

M. Request for Payment:

Contractor shall submit sworn Contractor's affidavit along with executed lien waivers with request for payment.

3. Certificate of Authority and Surety Certificate

The Contractor shall furnish the Owner with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance (IDOI) for the bonding company that they are using.

The Contractor shall also furnish the Owner with a current Certificate of Authority issued by the Illinois Department of Insurance (IDOI) for the insurance company that they are using.

4. Plans and Specifications

The Plans and Specifications and any work shown thereon shall be executed the same as if specifically mentioned herein and should any discrepancy between plans and specifications appear, the ruling of the Public Works Director on the interpretation thereof shall be final and binding.

It is the intention of these Plans and Specifications to provide for this improvement in a complete, thorough and workman-like manner. The Contractor to whom the work is awarded shall furnish all materials, labor, tools, appliances, appurtenances, and all things necessary to complete the work in accordance with these

Plans and Specifications, and anything omitted that may be interpreted as reasonably necessary to such completion is to be merged in the prices bid for the improvement.

5. Changes

If the Public Works Director deems it proper or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, even to the elimination of one or more items, such alteration shall not annul or vitiate the Contract hereby entered into. The elimination of any part of the work shall not increase the unit price for any of the remaining work bid on. The value of the work so added shall be based on the rates and prices named in the Contract, and bid, when such rates and prices cover the class of work added, otherwise the value shall be determined by mutual agreement between the Owner and Contractor, before such work shall be commenced.

6. Extra Work

No claim whatsoever will be allowed the Contractor for changes, extra work or material not completed or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring additional outlay by the Contractor is first ordered in writing by the Public Works Director, and the price therefore agreed to in writing.

Minor changes or small modifications in the specifications which may be made to suit some special condition or situation shall not be construed as a precedent for like changes at other times, nor shall such modifications be construed by the Contractor as removing the work from the classification given in the proposal, and placing it under the category of "Extra Work".

7. Notice of Starting Work

The Contractor shall notify the Public Works Director forty-eight (48) hours before beginning any work on this Contract, or of its intention so to do; in case of a temporary suspension of the work he shall give a similar notice before resuming same.

8. Sequence

The Public Works Director shall have the power to direct the order and sequence of the work. On any major portion of the work, all accessories shall be set coincident with the main construction. Payment for major portion of the work may be withheld until proper completion of accessories.

9. Supervision

The Public Works Director shall have override power to superintend and direct the work, and the Contractor shall perform all of the work herein specified, to his entire satisfaction, approval and acceptance.

10. Contractor's Representative

The Contractor shall have at all times a competent foreman or superintendent at the work site, who shall have full authority to act for the Contractor and to receive and execute orders from the Public Works Director, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

11. Workman

The Contractor shall employ competent foremen and laborers and shall discharge, at the request of the Public Works Director, any incompetent, unfaithful, abusive or disorderly men in its employ. None but men expert in their respective branches of work shall be employed where special skill is required.

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted.

12. Termination of Contract

If, at any time, the Public Works Director shall be of the opinion that the work under this Contract is unnecessarily delayed and will not be finished in the prescribed time, or that the work is not being performed in a satisfactory manner, he will so notify the Contractor in writing. If the Contractor has not within ten (10) days thereafter taken such measures, as will in the judgement of the Public Works Director, insure the satisfactory completion of the work under this Contract on or before the dated specified in the Proposal, the Village may notify the Contractor to discontinue all work under the Contract and proceed to terminate the Contract.

13. Prevailing Wage Act

Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

14. Liquidated Damages

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Five Hundred Fifty Dollars (\$550) per calendar day for each day past the Contract Time until final acceptance by the Village.

The Liquidated Damages amount is agreed upon by and between the Contractor and the Village because of the impracticability and difficulty of ascertaining the actual damages the Village would in such event sustain. The said amount shall be deducted from the Contract Amount at the time of Final Payment.

PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____
as Principal, and _____
as Surety, are held and firmly bound unto _____
the full and just sum of _____ Dollars
(\$ _____), lawful money of the UNITED STATES OF AMERICA for the payment of
which sum of money well and truly to be made, we bind ourselves, heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents;

WHEREAS, The Principal has entered into a certain written Contract, dated this
_____ day of _____, 2010, with the _____
_____ for _____
complete, as described in the foregoing Contract and Articles of Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said
Principal shall in all respects will and truly keep and perform the said Contract, and shall
pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures
or equipment furnished for the purpose of construction of the work provided in said
Contract, and shall remove and replace any defects in workmanship or materials which
may be apparent or may develop within a period of one (1) year from the date of final
acceptance, then this obligation shall be null and void; otherwise it shall remain in full
force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2010.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

Principal

WITNESS:

(If Individual or Firm)

ATTEST:

(If Corporation)

_____(SEAL)

_____(SEAL)

Surety

ATTEST:

(Surety)

SCOPE OF WORK & SCHEDULE OF PRICES

The work titled "Emergency Rehabilitation (Group BC) of the Cambridge on the Lake Sanitary Lift Station" shall be understood to include, but not be limited to, the following:

1. Mobilization \$ 4,500
Includes securing and posting permits, setting-up construction facilities, installing silt fencing (if needed), and equipment mobilization.

2. Proposed Stand-by Generator Set Foundation \$ 8,000
Includes excavation, subgrade, forming, pouring, backfill, and restoration of grade for generator set foundation.

3. Proposed Stand-by Generator Set \$ 38,000
Purchase order amount for the generator set and accessories supplied by the generator set supplier, to be paid to Contractor upon delivery of the generator set and accessories either to the site or Contractor's shop.

4. Proposed Stand-by Generator Set Installation \$ 13,900
Includes mounting of generator set on foundation and electrical hook-up.

5. Proposed Controls Relocation and Upgrading \$ 77,250
Consists of relocation of control functions from pump chamber to grade and replacement of existing controls with new. Includes installation of control enclosure, electric service entrance modifications, PLC with LCD operator interface, pump starters, load breakers, back-up float system, modem-based telemetry system, conduit and wiring, complete.

6. Proposed Check-out, Start-up and Commissioning \$ 2,500
Includes final check-out, start-up and commissioning of all equipment and devices furnished and installed by Contractor, both individually, and as an integrated system.

Total Price (sum of Items 1 through 6, above): \$ 144,150

PLANS AND SPECIFICATIONS

The Plans shall be understood to include the following sheets:

<u>Sheet No.</u>	<u>Title</u>
E1	General Notes and Abbreviations
E6	Cambridge on the Lake – Site Plan Demolition
E7	Cambridge on the Lake – Site Plan New Work
E8	Cambridge on the Lake – One-Line Diagram
E9	Grounding and Cathodic Protection Details
E10	Control Cabinet Detail and Level Switch Elevations
R2	Cambridge on the Lake Lift Station (Reference)
S1	Structural Notes
S2	Generator Foundation and Typ. Trench Details

The Specifications shall be understood to include the following sections:

<u>Section No.</u>	<u>Title</u>
01330	Submittals
02220	Demolition
02300	Site Preparation and Earthwork
03050	Concrete
16010	Basic Electrical Requirements
16110	Raceways
16120	Wires and Cables
16135	Electrical Boxes and Fittings
16142	Electrical Connections
16143	Wiring Devices
16170	Circuit and Motor Disconnect Switch
16195	Electrical Identification
16477	Fuses
16621	Diesel Generator Sets

16900 General Requirements – Instruments and Controls

The Plans and Specifications are provided apart from, but considered an integral part of, the Contract Documents.