




MEMO

TO: MAYOR & CITY COUNCIL

FROM: MITCHELL E. BAIR, AICP, CITY MANAGER 

RE: GATEWAY CENTER TIF REQUEST FOR CAPITAL IMPROVEMENTS

DATE: NOVEMBER 14, 2016

Gateway Center has requested from the City TIF funding for the replacement of five (5) rooftop HVAC units via formal application (copy attached). The total estimated cost of this project is \$150,125. The Gateway Center has rebated back funds to the City amounting to \$169,992.48. Favorable consideration of the project by the City would leave an excess of TIF funds rebated to the City at \$19,992.48.

In 2012 the City Council deliberated a resolution for the financial support of the Gateway Center (copy attached) which establishes a manner to process these applications for TIF funds rebated back to the City for “*capital improvements and other TIF eligible expenditures*” (please note that at the time of the drafting of this memo a search of City records did not return evidence that this resolution was formally adopted via legislative process). The request for TIF funds made by the Gateway Center is indeed for capital improvements that are deemed TIF eligible expenses.

The request is consistent with the historical requests of TIF funds for capital projects as the Gateway Center has made three (3) requests for TIF funds since the passage of the resolution in 2012 for capital items as reflected below:

COUNCIL MEETING DATE	ORDINANCE #	TIF REIMBURSEMENT
August 24, 2015	15-56	\$170,764.55
March 10, 2014	4693	\$203,957.08
December 10, 2012	4563	\$279,095.38
Total		\$653,817.01

A total of three (3) bids were received for the project with the lowest being in the amount of \$147,400 from C&K Heating and Cooling (please note that the amount being requested is higher than the bid as the tonnage was adjusted from the bid to reflect the actual tonnage of the units being replaced). Those bids follow:

BIDDER COMPANY	AMOUNT OF BID
C&K Heating and Cooling	\$147,400.00
Bel-O Heating and Cooling	\$172,875.00
Supplied Industrial Solutions	\$251,932.00

It is staffs recommendation that should the City Council decide to approve the request, that the following requirements be associated with the legislative approval as conditions:

1. All work shall be required to adhere to all required codes and ordinances of the City and shall be



MEMO

required to obtain the appropriate and applicable permits;

2. Funds shall be provided in a reimbursable manner and based on the actual cost of the work completed and substantiated by documentation including final receipts while not exceeding the total cap awarded for the project by the City Council; and
3. All work shall be certified via City performed inspections to ensure all required codes and ordinances have been observed and that the work was indeed completed satisfactorily. This inspection shall not serve as a warranty or guarantee of workmanship.

Cindy Warke, Executive Director of the Gateway Center will be present to discuss the request in detail with the City Council at the November 14th meeting.

MEB



GATEWAY™
C E N T E R

TIF Funding Application

November 2016

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Application

Date: November 1, 2016
Business Name: Gateway Center
Contact Name: David Ralleigh
Title: Director of Operations
Address: One Gateway Drive
Collinsville, IL 62234

Phone: (618)345-8998 x108

Email: DRalleigh@gatewaycenter.com

Building Owner: Collinsville Metropolitan Exposition Auditorium and Office Building Authority

Amount of sales tax paid last year: Not Applicable - Gateway Center is exempt from paying both sales and real estate taxes.

Amount of real estate tax paid last year: Not Applicable -Gateway Center is exempt from paying both sales and real estate taxes.

Number of total commercial units affected by project: (1) One

Total square footage affected by project: 15, 675

Number of residences affected by project: 0

Number of employees employed on an annual basis: 46 (18- Full Time) and
(28-Part Time)

If a major project, number of construction employees anticipated to be employed: (5) Five

If a major project, estimated time period of construction: 11 days

Are you willing to comply with recommendations established in the Collinsville Historic Architectural Standards guidelines as advised by the Collinsville Historic Preservation Commission and Uptown Development Commission, if applicable? Not Applicable

1. Address how the proposed project will constitute an economic benefit to the City and justifies the expenditure of TIF funds:

Gateway Center was originally established to generate economic development and quality of life opportunities for the community of Collinsville. Both of these objectives continue to be met by Gateway Center. Gateway Center draws from tens of thousands to hundreds of thousands of visitors each year. The "quality of life" elements of the convention center are proven key elements for business and industry leaders who are recruiting and retaining employees. These visitors are both local and non-local and are helping generate the economic development and impact that Gateway Center was originally designed to create for our area. Gateway Center serves to provide a location for meetings, conventions, trade shows, public shows, the arts, and local interests. Its benefits are measured in terms of out-of-town visitors, occupied room nights, incremental taxes, and sales. The success of a center is measured by its ability to generate economic benefit for the community. Conventions and other types of events whether small or large, are popular for a reason --they send traveler's dollars through local economies. They augment other strategies for attracting visitors; they can be held at times of the year when tourist dollars cease to flow into the community during off seasons. The average conference delegate spends approximately 2.0 to 2.5 times the amount spent by the 'recreational tourist' on a daily basis.

A & H Mechanical	The Doubletree	Arby's
Johnstone Supply	Hotel	White Castle
Frost Electric	Little Caesar's	McDonald's
Connors	First Clover Leaf	Porter's
Village Locksmith	Bank	Steakhouse
Petroff Trucking	Home Depot	Ravanelli's
Wal-Mart	FedEx	Restaurant
Suburban Journals	Collinsville Ice &	Bandana's
A-1 Rental	Fuel	Barbecue
Rural King	Metro Glass	Dairy Queen
	Mike's Automotive	Culver's
	Starbucks	Burger King

Bob Evans	Drury Inn	Days Inn
Golden Corral	Comfort Inn	Fairfield Inn
Pizza Hut	Hampton Inn	Splash City
LaQuinta	Days Inn	Gateway Fun Park
Penn Station	Wendy's	Fairmount Race Track
Ramon's	MotoMart	Cahokia Mounds
St Louis Bread Co	Americas Best Value Inn	
Subway		
Steak 'N Shake	Super 8 Motel	
Swing City Music		

In addition to supporting the local businesses, Gateway Center supports our fire and police personnel, generating an extra \$14,850 in supplementary earnings for these departments between February 2015 and February 2016. Since the inception of Gateway Center, fire and police personnel have earned \$219,996 in additional income due to working events held at the convention center.

Another noteworthy economic benefit is the \$333,815 generated from the one percent food and beverage tax derived solely from food and beverage functions held at the convention center between 1990 and 2015. This tax revenue is generated directly from Gateway Center and is funneled back to the Center to cover a portion of its operating expenditures.

Gateway Center plays a significant role in generating overnight stays within the local Hospitality District, which ultimately generates income for the City of Collinsville through means of a 2% lodging tax that is designated as income for the City of Collinsville.

In addition to the economic benefits Gateway Center generates, it is also important to take into account that the convention center creates visibility and urban appeal for local businesses, development and redevelopment projects.

In effort to advance other local projects within the community, Gateway Center hosts the Annual Festival of Trees and has done so for more than two decades. This charitable gala has evolved into one of Collinsville's largest, most well attended events. The festival has generated \$578,289 in proceeds that have funded several dozen projects that have improved the quality of life for local citizens.

Gateway Center also sponsors several signature events to promote economic development and goodwill. One event is the Annual Business Retention and Attraction Reception. The Center has contributed in-kind services, function space and equipment valued at \$16,689.51 to support this regional networking function, since its inception. Representatives of Gateway Center also took the initiative to leverage its relationship with its exclusive audio/visual company to support the Business Retention and Attraction event, which has resulted in audio/visual equipment valued at \$21,910, being donated to showcase Collinsville's assets.

Gateway Center has provided in-kind function space, equipment and services valued at a total of \$99,700, since the initial inception of "First Day", which was recently rebranded as the Collinsville Community Collaboration ("C3") event held in conjunction with the C3 Realtors Reception. This year, the Collinsville Community Collaboration (C3) event brought the community together to showcase all that Collinsville has to offer. This event is designed to educate the region on our City's accomplishments, potential and livability by highlighting the school system and all the incredible businesses and organizations that make Collinsville great.

The following video showcases just a few of the events that generate a significant amount of economic benefits for the community of Collinsville.

<https://www.youtube.com/watch?v=73k0AsIJZJM>

2. Please state which of the following issues will be eradicated by this project and provide details for each:
- a. Dilapidation;
 - b. Obsolescence;
 - c. **Deterioration;**
 - d. Illegal use of individual structures;
 - e. Presence of structures below minimum Code standards;
 - f. Abandonment;
 - g. **Excessive vacancies;**
 - h. Overcrowding of structures and community facilities;
 - i. Lack of ventilation, light or sanitary facilities;
 - j. Inadequate utilities;
 - k. Excessive land coverage;
 - l. Deleterious land use or layout;
 - m. **Depreciation of physical maintenance;**
 - n. Lack of community planning

The improvements described would assist in the alleviation of the following: Deterioration; depreciation of physical maintenance; and word toward preventing excessive vacancies.

In response to Question No. 2, in order to address the expenses related to aging buildings, Illinois State Statutes provide for the creation of TIF Districts as a way to promote reinvestment and prevent further decline of buildings and properties. Because this proposed improvement constitutes a substantial investment of Gateway Center, there is a compelling public need to protect its viability and that of the underlying TIF District Area #1. In doing so, it will protect the image of the Eastport Plaza Area as a regional commercial hub, assist Gateway Center in promoting convention business, and facilitate the transition of the building to a more productive state for the benefit of all the parties involved, including the City and other taxing districts. Furthermore, the proposed reinvestment will allow Gateway Center to continue to function as the major anchor of the Eastport Plaza Area, attracting and retaining business.

In further response to Question No. 2, the following are descriptions of all proposed projects in the application:

Project #1: Removal and Replacement of a Total of Five (5) Heating and Cooling Rooftop Units:

Project #1 - Entails the removal and replacement of a total of five heating and cooling rooftop units that range in size from 8 ½ to 17 ½ tons. The replacement units affected one of the convention center's large exhibition halls, kitchen service area and function spaces.

As a result of the investment in new HVAC Rooftop Units, Gateway Center is now able to continue to offer comfortable facilities equipped with reliable heating and cooling units.

Representatives of Gateway Center feel it is important for City Officials to be well informed about extraordinary capital replacement expenditures associated with maintaining a viable operation such as the replacement of HVAC Rooftop Units. Presently, there are a total of 48 existing rooftop units that supply climate control to the 105,000 square foot facility. The average life expectancy of rooftop units ranges between 15 and 20 years. Today, the average replacement cost of each of our rooftop units is \$30,025. If Gateway Center were to replace all of its existing units at today's market cost, the approximate financial outlay would total \$1,441,200.

Project Labor Details:

Number of Construction Employees:	(5) Five
Total Cost of Construction Employment:	\$6,500

3. Describe any environmental/EPA issues related to the site.

There are currently no environmental/EPA issues at Gateway Center

Summary of Project Costs:

Project #1: Removal and Replacement of 5 Rooftop Units

Total Cost Associated with Project	\$150,125.00
Total Amount Rebated Back to the City in 2015	<u>\$169,992.48</u> *
Excess TIF Funds Remaining	(\$19,867.48)

**Total amount of TIF Funds Gateway Center rebated back to the City of Collinsville 2015.*

This amount represents the current amount of TIF funding the convention center is eligible to apply for capital replacement and improvement projects in 2016.

Cynthia L. Warke, Executive Director



11/1/16

PRINTED NAME OF APPLICANT

SIGNATURE

DATE

HVAC BID
C&K Heating and Cooling
Attachment 1

BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1

SECTION 1

BID TO: SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: C & K Heating and Cooling, Inc.
DATE: 6-16-16

BIDDER'S ADDRESS: 1116 Galaxy Dr.
Lebanon, IL 62254

EMAIL ADDRESS: Kshowalter@ckheatcool.com TELEPHONE NUMBER: (618) 537-9528

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. _____ No. _____ No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2

SECTION 2

BASE BID – HVAC

(Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents RTU 14, 15 and 22)

Eighty-eight thousand seven hundred fifty-three DOLLARS \$ 88,753.⁰⁰

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

Alternate No. 1 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 19 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Twenty-three thousand eight hundred twenty DOLLARS \$ 23,812.⁰⁰

Alternate No. 2 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 24 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Seventeen thousand two hundred twenty five DOLLARS \$ 17,225.⁰⁰

Alternate No. 3 - Installation of Variable Speed Drives on RTU Unit 19. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Nine thousand thirty two DOLLARS \$ 9,032.⁰⁰

Alternate No. 4 - Installation of Variable Speed Drives on RTU Unit 24. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Eight thousand five hundred seventy eight DOLLARS \$ 8,578.⁰⁰

Base Bid Amount Only:	\$ <u>88,753.⁰⁰</u>
Alternate 1 Amount Only:	\$ <u>23,812.⁰⁰</u>
Alternate 2 Amount Only:	\$ <u>17,225.⁰⁰</u>
Alternate 3 Amount Only:	\$ <u>9,032.⁰⁰</u>
Alternate 4 Amount Only:	\$ <u>8,578.⁰⁰</u>

BASE BID AMOUNT ONLY:

\$ 88,753.⁰⁰

TOTAL AMOUNT OF ALTERNATES NO. 1 -4:

\$ 58,647.⁰⁰

TOTAL BID AMOUNT (Base Bid plus Alternates):

\$ 147,400.⁰⁰

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

BIDDING & CONTRACT
REQUIREMENTS
SECTION 3

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments

- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.

- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. Trane U.S. Inc.
101 Matrix Commons Dr.
Fenton, MO 63026
2. Siemens Industry, Inc.
11612 Lilburn Park
St. Louis, MO 63146
3. Glaenger Electric Inc.
10 Empire Dr.
Belleville, IL 62220
4. Miller & Associates
7947 Big Bend Blvd.
St. Louis, MO 63119
5. Erlinger Crane Service
1117 Galaxy Dr.
Lebanon, IL 62254

SECTION 5

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. _____

UNITS 14, 15, 19, 22 ARE ALL 11 EER
UNIT 24 IS 11 EER / 13 SPPR

HVAC Bid
Bel-O Heating and Cooling
Attachment 2

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1**

SECTION 1

BID TO: **SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS**
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: Bel-O Sales and Service, Inc.
DATE: 6/16/2016

BIDDER'S ADDRESS: 5909 Cool Sports Rd.
 Belleville, IL 62223

EMAIL ADDRESS: eric.birk@beloman.com **TELEPHONE NUMBER:** 618/222-9084 ext. 290

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. _____ No. _____ No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2**

SECTION 2

BASE BID – HVAC

(Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents RTU 14, 15 and 22)

One Hundred Six Thousand Three Hundred and 00/100 DOLLARS \$ (106,300.00)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

Alternate No. 1 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 19 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Twenty-Seven Thousand Two Hundred and 00/100 DOLLARS \$ 27,200.00

Alternate No. 2 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 24 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Eighteen Thousand Six Hundred Fifty and 00/100

DOLLARS \$ 18,650.00

Alternate No. 3 - Installation of Variable Speed Drives on RTU Unit 19. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Ten Thousand Six Hundred Fifty and 00/100

DOLLARS \$ 10,650.00

Alternate No. 4 - Installation of Variable Speed Drives on RTU Unit 24. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Ten Thousand Seventy-Five and 00/100

DOLLARS \$ 10,075.00

Base Bid Amount Only:	\$ <u>106,300.00</u>
Alternate 1 Amount Only:	\$ <u>27,200.00</u>
Alternate 2 Amount Only:	\$ <u>18,650.00</u>
Alternate 3 Amount Only:	\$ <u>10,650.00</u>
Alternate 4 Amount Only:	\$ <u>10,075.00</u>

BASE BID AMOUNT ONLY: \$ 106,300.00

TOTAL AMOUNT OF ALTERNATES NO. 1 -4: \$ 66,575.00

TOTAL BID AMOUNT (Base Bid plus Alternates): \$ 172,875.00

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.
- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 4- BID FORM 3**

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. Siemens

11612 Lilburn Park

St. Louis, MO 63146

2. Miller and Associates

7947 Big Bend Blvd.

St. Louis, MO 63119

3. Pyramid Electrical

300 Monticello Place

Fairview Heights, IL 62208

4. Bollmeier Crane Rental

#8 Farrish St.

Madison, IL 62060

SECTION 5

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. 11 EER

**HVAC Bid
Supplied Industrial Solutions
Attachment 3**

BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1

SECTION 1

BID TO: SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: Supplied Industrial Solutions
DATE: 6/16/2016

BIDDER'S ADDRESS: 1300 West THIRD STREET Suite 2E
GARVITE CITY IL.

EMAIL ADDRESS: byanics@supplied TELEPHONE NUMBER: 314-753-7521
Industrial.com

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. _____ No. _____ No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 2 - BID FORM 2**

SECTION 2

BASE BID – HVAC

(Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents RTU 14, 15 and 22)

One Hundred Forty Thousand Nine Hundred Eighty Six and 00/100 DOLLARS \$ (140,986.⁰⁰)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

Alternate No. 1 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 19 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Thirty One Thousand Seventy One and 00/100 DOLLARS \$ 31,071.⁰⁰

Alternate No. 2 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 24 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

Twenty Two Thousand Six Hundred and No/100 DOLLARS \$ 22,067.⁰⁰

Alternate No. 3 - Installation of Variable Speed Drives on RTU Unit 19. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Thirty Three Thousand Five Hundred Fifty Six and No/100 DOLLARS \$ 33,556

Alternate No. 4 - Installation of Variable Speed Drives on RTU Unit 24. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

Twenty Two Thousand Two Hundred Fifty Two and No/100 DOLLARS \$ 22,252.⁰⁰

Base Bid Amount Only: \$ 140,986.⁰⁰

Alternate 1 Amount Only: \$ 31,071.⁰⁰

Alternate 2 Amount Only: \$ 22,067.⁰⁰

Alternate 3 Amount Only: \$ 33,556.⁰⁰

Alternate 4 Amount Only: \$ 22,252.⁰⁰

BASE BID AMOUNT ONLY:

\$ 140,986.⁰⁰

TOTAL AMOUNT OF ALTERNATES NO. 1 -4:

\$ 110,946.⁰⁰

TOTAL BID AMOUNT (Base Bid plus Alternates):

\$ 251,932.⁰⁰

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments

- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.

- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. Linens
11612 Hillbush Park Blvd
St. Louis Mo 63146

2. Midwest Concept
525 Executive Drive
Willow Brook IL 60527

3. Porter TBO

4. Pinefite May Sup

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 5- BID FORM 4**

SECTION 5

Bidder shall identify any materials that are not domestic materials such as copper tubing and/or components "under pressure" below:

COMMENT: Bidder will be required to furnish Mill Test Report if any materials are manufactured outside of the United States. Must meet ISO 9000 standards and be certified.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid. See Below

RTU 14, 15, 22, 19 all SEER 11 EER
RTU 24 is ~~11 EER~~ 13 SEER
See attached Team C Statement!
Date 6/16/16

byanics@suppliedindustrial.com

From: Eilers, Aaron <AEILERS@TRANE.COM>
Sent: Thursday, June 16, 2016 8:05 AM
To: Bob Yanics
Subject: Fwd: Gateway center EER values

Sent from my iPhone

Begin forwarded message:

From: "Lucykow, Scott" <SALUCYKOW@TRANE.COM>
Date: June 16, 2016 at 7:03:27 AM MDT
To: "Eilers, Aaron" <AEILERS@TRANE.COM>
Subject: FW: Gateway center EER values

RTU-14,15,22,19 are all 11 EER
RTU-24 is 11EER/13SEER

Scott Lucykow
Account Manager
Trane Commercial Systems
Ingersoll Rand
101 Matrix Commons
Fenton, MO 63026



Office: 636.305.3693
Mobile: 618.973.8536
Fax: 636.349.0601
Email: salucykow@trane.com
www.trane.com
www.trane.com/StLouis

Visit our New website designed specifically for Design Engineers
www.traneengineer.com

Office Sales Support Team
Project Manager: Peter Vas - 636-305-3695
Project Administrator: Loretta Turley (Order Fulfillment, Shipping, Credit, IOM's) - 636-305-3607

The Information contained in this message is privileged and intended only for the recipients named. If the reader is not a representative of the intended recipient, any review, dissemination or copying of this message or the information it contains is prohibited. If you have received this message in error, please immediately notify the sender, and delete the original message and attachments.

**Signed and Notarized Contractor's Wage
Certification
C&K Heating and Cooling
Attachment 4**

CONTRACTORS WAGE CERTIFICATION FORM

I, Kevin Showalter of C3K Heating and Cooling
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the C3K Heating and Cooling
Company Name

1116 Galaxy Dr
Street

Lebanon
City

and all of its subcontractors will pay all workers on the

Gateway Convention Ctr. Removal & Replacement of HVAC
Project Name RTU's

One Gateway Dr Collinsville
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which can be found at <http://www.state.il.us/agency/idol/rates/Rates.htm>).

[Signature]

Signed

VERIFICATION

State of Illinois)
County of Madison) SS

Subscribed and Sworn to before me, a Notary Public this 7th day of Nov, 2016

[Signature]
Notary Public

My commission expires: _____



HVAC Replacement Bid Package Attachment 5

**Collinsville Metropolitan Exposition
Auditorium and Office Building Authority**



HVAC Replacement Project

Summer 2016

Bid Package

PART 1 ADVERTISEMENT FOR BIDS/CONTRACTUAL REQUIREMENTS

1.1 INFORMATION INCLUDES

A. The Collinsville Metropolitan Exposition, Auditorium and Office Building Authority ("Gateway Center"), hereafter termed as Convention Authority, furnish the following information:

1. Location:

A. Gateway Center is located in Eastport Plaza at One Gateway Drive,
Collinsville, IL 62234

2. Project:

A. The proposed project consists of the removal of two (2) 14 Ton, and (1) 13.5 Ton, Three Phase Trane rooftop units, Model # SFDB-C174-HC, SFDB-C174-HC, and BYC170-G3-HOCD. Existing rooftop units scheduled for removal and replacement are RTU #14, #15, and #22. The contractor shall be responsible for furnishing all labor, equipment and materials necessary to satisfactorily complete the project in accordance with the specifications stated herein. These units will be controlled by a BAS system and must be compatible BACNet IP. Controls contractor must coordinate with Mechanical contractor for any necessary provisions to be made to the units. Suggested method of placement of units on roof is by airlift.

3. Tax Exempt:

A. The Owner is exempt from sales tax on products permanently incorporated into the work, thus NO SALES TAX shall be included in the bids for these products. Bidders can obtain a Sales Tax Exemption certificate number from Owner. Place numbers on all invoices for material incorporated in work and furnish copies of the invoices to the Owner as requested. Upon completion of the work, file with Owner a notarized statement that all purchases made under exemption certificate were entitled to be exempt. Bidder shall pay legally assessed penalties for improper use of exemption certificate number. BIDS SHALL EXCLUDE STATE AND FEDERAL TAXES.

4. Permits, Fees and Notices:

A. All Contractor permits and fees required by state and municipal requirements shall be paid for by the respective contractors or subcontractors as the case may be.

5. Warranty:

A. Contractor shall guarantee his work for a period of two (2) years from the date of Final Acceptance. Contractor shall leave the work in perfect order and neither Final Payment nor any provision in the contract shall relieve the Contractor of the responsibility of negligence for faulty materials or workmanship within the extent and

period provided by law. Under written notice Contractor shall remedy any defects due thereto and pay all expenses for any damage to other work resulting.

1.2 INSTRUCTIONS TO BIDDERS

A. Bids must be submitted on the proposal forms furnished by the Owner, enclosed in a sealed envelope, and marked and addressed as follows:

Bids for:

1. **SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS**
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234
2. Show name and address of BIDDER in the upper left-hand corner of envelope.
3. Each bid must be submitted on the prescriber form with all spaces for bid pricing filled in, in ink or typewritten.
4. No bidder may withdraw a bid within 90 days after the actual date of opening thereof.
5. Owner will furnish water and electricity at install location, if needed.

1.3 SUBMISSION OF SEALED BIDS

A. Sealed bids, to be submitted as follows:

1. Bid Opening on June 15, 2016 at 1:00p.m.at Gateway Center.
2. Any bids received after said time, on the abovementioned date will not be considered.
3. Bids will be publicly opened by an Owner Representative for the receipt of bids in the Illini Room of Gateway Center, One Gateway Drive, Collinsville, IL 62234.

1.4 OWNER RIGHTS

A. The Collinsville Metropolitan Exposition Auditorium and Office Building Authority reserves the right to reject any and all bids and waive technicalities, minor variations, or departures from specifications.

1.5 PREVAILING WAGES

A. No less than prevailing wages, as determined in accordance with the Illinois Prevailing Wage Law, shall be paid to all laborers, mechanics, operators and others employed to complete this project. Gateway Center requires that all outside contractors sign a Project Labor Agreement before any work is performed.

1.6 SAFETY AND PROTECTION

- A. Contractor shall be responsible for furnishing materials required to restrict unauthorized access to staging areas. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. All employees on the work and other persons and organizations who may be affected thereby;
 2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 3. Other property at the site adjacent thereto, including structures and utilities not designated for removal, relocation or replacement in the course of completing this project.
- B. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

1.7 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Owner and its employees from and against all claims and damages, losses and expenses arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses.

PART 2 GENERAL

2.1 WORK INCLUDES HEATING, ELECTRICAL AND PLUMBING.

- A. Base Bid:
1. HVAC Contractor provides:
 - a. Includes all necessary means to complete the rooftop unit removal, haul off and provide and install new units on existing curbs. This work will include the disconnecting and reconnect and any modifications of gas lines. Regulators are not required. Gas lines are to be replaced starting and including the existing gas cocks to the final connection on the unit. Where applicable, Schedule 40 black iron pipe shall be utilized. All threaded connections shall be touched up with galvanized coating in the field. Safety yellow paint shall be applied to all new piping in the field. See Attachment A for make and model of existing units.

- b. Units only have to be tested and balanced but not the existing HVAC infrastructure. Testing and balancing are required to verify units meet manufacturer performance.
- c. New RTU's shall NOT have factory mounted disconnects. These will be supplied and installed by electrical contractor.
- d. Electrical contractor will disconnect existing units and make safe for demolition.
- e. Base Bid RTU's will have factory mounted BACNet IP compatible controllers.
- f. Condensation drains shall be piped to the roof drains.
- g. Tensioner pulleys shall be metal. Plastic tensioner pulleys will not be accepted.
- h. The airflow (CFM) requirement for the RTU's shall match the existing.
- i. Units should meet the minimum acceptable efficiency required by ARI 90.1.
- j. Units should match the existing heating BTU on the nameplate from the existing units.

2. Controls Contractor Provides:

- a. All controllers, web based server and accessories for all (3) RTU's to be controlled by BACNet IP. Installation of all necessary components within the new units to be controlled by this system. Ethernet drop will be provided by Owner.
- b. This contractor shall provide a minimum of 8 hours of training to the Owner.

2.2 QUALITY ASSURANCE

- A. **Manufacturer's Qualifications:** Firms regularly engaged in manufacturing of rooftop heating and cooling units, of types and capacities required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. **Codes and Standards:**
 - 1. Gas-fired furnace section construction shall be in accordance with AGA Safety Standards. Furnace section shall bear the AGA label.
 - 2. Testing and rating of units of 135 MBH capacity or over shall be in accordance with ARI 360 "Standard for Commercial and Industrial Unitary Air-Conditioning Equipment".

3. Testing and rating of units under 135 MBH capacity shall be in accordance with ARI 210 "Standard for Unitary Air-Conditioning Equipment", and provide certified rating seal.
4. Refrigerating system construction of rooftop units shall be in accordance with ASHRAE 15 "Safety code for Mechanical Refrigeration".
5. Energy Efficiency Ratio (EER) of rooftop units shall be equal to or greater than prescribed by ASHRAE 90A "Energy Conservation in New Building Design".
6. Rooftop units shall be listed by UL and have UL label as a unit.
7. Rooftop units shall be designed, manufactured and tested in accordance with UL requirements.

2.4 SUBMITTALS

- A. Submit manufacturer's technical product data, including rated capacities of selected model clearly indicating dimensions, required clearances, weights, furnished specialties and accessories; and installation and start-up instruction in accordance with manufacturer's recommendations.
- B. Submit shop drawings detailing the manufacturer's electrical requirements for power supply wiring for rooftop heating and cooling units. Submit manufacturer's ladder-type wiring diagrams for interlock and control wiring. Clearly differentiate between portions of wiring that are factory-installed and portions to be field-installed.
- C. Submit shop drawings detailing the mounting, securing and flashing of the roof curb to the roof structure. Indicate coordinating requirements with roof membrane system.
- D. Submit maintenance data and parts list for each rooftop units, including "trouble-shooting" maintenance guide, servicing guide and preventative maintenance schedule and procedures. Include this data in maintenance manual.
- E. Submit list to Owner manufacturer's of recommended spare parts.
- G. Hail Guard specifications shall be furnished to Owner at the time of bid submission.
- H. Mill test reports for metals under pressure.

*All drawings are subject to Owner's approval prior. Lead time and product data is required at time of bid submission.

DELIVERY, STORAGE AND HANDLING

- A. Delivery rooftop units as factory-assembled units with protective crating and covering.
- B. Coordinate delivery to allow sufficient time to offload the rooftop units and airlift the units into position on the roof.

- C. Handle rooftop units and components carefully to prevent damage. Replace damaged rooftop units or components with new.
- D. Store rooftop units and components in clean dry place, off the ground, and protect from weather, water and physical damage.
- E. Rig rooftop units to comply with manufacturer's rigging and installation instructions for unloading rooftop units, and moving them to final locations.

2.6 COORDINATION

- A. Coordinate installation of roof curbs, equipment supports with existing curbs and construction.
- B. Contractors to coordinate requirements for the controls system and new units.
- C. Contractors to coordinate the removal of control boards from units being removed, and shall furnish Gateway Center with the control boards at the completion of the project.

2.7 WARRANTY

- A. **Warranty on Compressor and Heat Exchanger:** Provide written warranty, signed by manufacturer, agreeing to replace/repair, within warranty period, compressors and heat exchangers with inadequate and defective materials and workmanship, including leakage, breakage, improper assembly, or failure to perform as required; provided manufacturer's instructions for handling, installing, protecting, and maintaining units have been adhered to during warranty period. Replacement is limited to component replacement only, and does not include labor for removal and reinstallation.

- 1. **Warranty Period:** 5 years from date of substantial completion.

PART 3 PRODUCTS

3.1 MANUFACTURERS:

Subject to compliance with requirements, provide rooftop units of one of the following or equivalent product:

- 1. Carrier Air Conditioning; Div of Carrier Corp.
- 2. Lennox Industries, Inc.
- 3. McQuay Air Conditioning Group; McQuay Inc.
- 4. Trane Co.
- 5. York

3.2 GENERAL DESCRIPTION: Units shall be factory-assembled and tested, designed for roof or slab installation and consisting of compressors, condensers, evaporator coils, condenser and evaporator fans, refrigeration and temperature controls, filters, factory-installed microprocessor based unit control module, and dampers. Capacities and electrical characteristics are scheduled on the Drawings.

- A. Casing: Manufacturer's standard casing construction, and exterior finish. Casings shall have removable panels or access doors for inspection and access to internal parts, a minimum of ½" thick thermal insulation, knockouts for electrical and piping connections, and an exterior condensate drain connection and lifting lugs.
- B. Roof Curbs: Manufacturer's standard construction insulated and complete with factory-installed wood nailer and drain nipple. Construction shall be in accordance with NRCA Standards. Curb shall have provision for thru-the-base utility routing. Curb adaptors meeting the unit's manufacturer's requirements shall be allowed.
- C. Evaporator fans: Forward-curved, centrifugal, belt-driven fans with adjustable sheaves or direct-driven fans; and permanently lubricated motor bearings.
- D. Hail Guards: Contractor shall include in the base bid amount hail guard protectors to prevent damage to HVAC rooftop unit. Contractor should be aware that the existing roof is a rubber membrane system. Contractor shall specify a hail guard system that will shield hail from ricocheting off roof surface and damaging exposed coils.
- E. Condenser fans: Propeller-type, direct-driven fans with permanently lubricated bearings.
- F. Units shall contain components of copper that are in accordance with NECS Code or ASHRAE Code.
- G. Units shall contain phase protectors.
- H. Units shall contain Variable speed drives. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. Unit shall be provided with VFD (Variable Frequency Drive) on indoor fan motor. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

3.3 COILS

- A. GENERAL: Aluminum plate fin and seamless copper tube type. Fins shall have collars drawn, belled and firmly bonded to the tubes by means of mechanical expansion of the tubes. No soldering or tinning shall be used in the bonding process. Coils shall have a galvanized steel casing. Coils shall be mounted in the coil casing with same end connections accessible for service. Coils shall be removable from the unit through the roof or through the piping enclosure. Coil section shall be completely insulated.
 - 1. Refrigerant cooling coils shall have an equalizing type vertical distributor to ensure each coil circuit receives the same amount of refrigerant. Coils shall be proof (450 psig) and leak (300 psig) tested with air pressure under water, then cleaned, dehydrated, and sealed with a holding charge of nitrogen.

3.4 COMPRESSORS

- A. Serviceable, fully hermetic compressors, complete with integral vibration isolators and crankcase heaters, over temperature, over-current and high pressure controls.

3.5 HEAT EXCHANGERS

- A. Manufacturer's standard construction for gas-fired heat exchangers and burners with the following controls:
 - 1. Redundant gas valve;
 - 2. Electronic spark ignition system;
 - 3. High limit cutout;

3.6 ECONOMIZER

- A. Rooftop unit shall have return and outside air dampers, outside air filter, fully modulating electric control system with enthalpy control, and adjustable mixed-air thermostat. System shall have outside air capability to match the existing RTU's, please see Attachment A for make and model of existing units. Provide automatic changeover through adjustable enthalpy control device. All units shall be set at 10% minimum position outdoor air.

3.7 MOTORS

- A. Motor Construction: NEMA MG 1, general purpose, continuous duty, Design B.
- B. Enclosure Type: Open drip proof

3.8 ACCESSORIES

- A. Units shall include the following accessories as indicated or scheduled:
 - 1. Low ambient control: Head pressure control, designed to operate at temperatures down to 0 deg F (-18 deg C).
 - 2. Hinged access doors.
 - 3. High efficiency motors
- B. Owner is specifying dual filters and adaptor frame system to support two-filters.

3.10 MICROPROCESSOR-BASED UNIT CONTROL MODULE

- A. General: Rooftop units shall include a microprocessor-based unit control module that monitors and controls rooftop operation and associated machine-mounted sensors and actuators. All controls shall be completely factory wired and run tested. Units shall include all controls necessary for individual operation and for optimization of unit operation from remote control panel and shall interface with the control panel by a direct digital communications link. All controls for new units will be tied into the existing system in accordance with all applicable codes. Existing unit control modules has all of the following capabilities and operating characteristics.
 - 1. Existing Unit Control Module

- A. Control module is a microprocessor base unit which is completely factory installed and wired. Module monitors and controls rooftop operation and associated sensors and actuators. Each module interfaces with the control panel by a direct digital communications link. Upon power failure to the control panel or interruption of the communications link between the control module and the control panel, the rooftop unit automatically goes into a default mode to provide cooling, heating and economizing. The unit control module includes a two-digit LED display that indicates present operating status and/or failure code of the rooftop.
- B. The following status information is monitored by the rooftop unit control module and is transmitted to Siemens Insight Server for remote monitoring and control.
 - 1. Zone temperature
 - 2. Outdoor air temperature
 - 3. Supply air temperature
 - 4. Operating mode of supply fan
 - 5. Compressor status (on/off)
 - 6. Operating status of heating stages (on/off)
 - 7. Condenser fan status (on/off)
 - 8. Minimum ventilation setting
 - 9. Operating status of economizer on stand alone or with various Stages of compressor aided cooling.
- C. The following diagnostic information is monitored by the rooftop unit control module and is transmitted to Siemens Insight Server for remote monitoring and control.. The specific failure code is displayed at the rooftop unit control panel:
 - 1. Zone temperature sensor failure
 - 2. Outdoor air temperature sensor failure
 - 3. Supply air temperature sensor failure
 - 4. Cooling Circuit #1 failure to operate
 - 5. Cooling Circuit #2 failure to operate
 - 6. Cooling Circuit #1 low pressure cutout tripped
 - 7. Cooling Circuit #2 low pressure cutout tripped
 - 8. First stage of heating failure to operate
 - 9. Evaporator fan failure to operate
 - 10. Outdoor air damper failure to operate
 - 11. High supply/return air temperature switch tripped
 - 12. Unit control module failure
 - 13. Supply or Return Fan failure

PART 4 EXECUTION

- 4.1 Examine areas and conditions under which rooftop units are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

4.2 INSTALLATION

- A. General:** Install rooftop units in accordance with manufacturer's installation instructions. Install units plumb and level, firmly anchored in locations indicated, and maintain manufacturer's recommended clearances.
- B. Support:** Install and secure roof curb to roof structure, in accordance with National Roofing Contractors Association (NRCA) installation recommendations and shop drawings. Install and secure rooftop units on curbs and coordinate roof penetrations and flashing.
- C. Electrical Connections:** All materials and equipment are to be installed in accordance with all applicable Standards of the National Electrical Code, the electrical code of the governing municipality; all other applicable local codes, and all safety codes and ordinances. Good workmanship shall be evidence in the installation of all electrical materials and equipment. Equipment shall be level, plumb, and true with the structure and other equipment. All materials shall be firmly secured in place, adequately supported, and permanent. All electrical connections must be properly grounded.
- D. Contractor shall ensure at the conclusion of each workday that there is a water-tight system.**
- E. Contractor shall replace existing flashing around HVAC unit. Any roof penetrations shall be flashed by a certified/approved roofing installation installer so that the existing roof warranty is not null-n-void.**

4.3 QUALITY ASSURANCE

- A. Agent Qualifications:** Engage a testing, adjusting, and balancing agent certified by either AABC or NEBB.
- B. Certification of Testing, Adjusting, and Balancing Reports:** Certify the testing, adjusting, and balancing field data reports. This certification includes the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified testing adjusting, and balancing reports.**
 - 2. Certify that the testing, adjusting, and balancing team complied with the approved testing, adjusting, and balancing plan and the procedures specified and referenced in this Specification.**
- C. Testing, Adjusting, and Balancing Reports:** Use testing, adjusting, and balancing agent's standard forms.
- D. Instrumentation Type, Quantity, and Accuracy:** As described in AABC national standards. Or as described in NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.
- E. Instrumentation Calibration:** Calibrate instruments at least every 6 months or more frequently if required by the instrument manufacturer.

4.4 EXAMINATION

- A. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage clocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.**

- B. Examine handling equipment to ensure clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- C. Examine plenum ceilings, utilized for supply air, to verify that they are airtight. Verify that pipe penetrations and other holes are sealed.
- D. Examine equipment for installation and for properly operating safety interlocks and controls.

4.5 PREPARATION

- A. Complete system readiness checks and prepare system readiness reports.
Verify the following:
 - 1. Permanent electrical power wiring is complete.
 - 2. Automatic temperature-control systems are operational.
 - 3. Equipment and duct access doors are securely closed.
 - 4. Balance, smoke, and fire dampers are open.

4.6 START-UP SERVICES

- A. Provide the services of a factory-authorized service representative to start-up rooftop units, in accordance with manufacturer's written start-up instructions. Test controls and demonstrate compliance with requirements. Replace damaged or malfunctioning controls and equipment.

4.7 COMMISSIONING

- A. Verify that installation is as indicated and specified.
- B. Complete manufacturer's installation and startup checks, as well as perform the following:
 - 1. Level unit on housekeeping base, and flash curbs to unit and to roof.
 - 2. Inspect for visible damage to unit casing.
 - 3. Inspect for visible damage to furnace combustion chamber.
 - 4. Inspect for visible damage to compressor, air-cooled condenser coil, and fans.
 - 5. Verify that clearances have been provided for servicing.
 - 6. Check that labels are clearly visible.
 - 7. Clean furnace flue and condenser and inspect for construction debris.
 - 8. Verify that controls are connected and operable.
 - 9. Remove shipping bolts, blocks, and tie-down straps.
 - 10. Verify that filters are installed.
 - 11. Adjust vibration isolators.
 - 12. Connect and purge gas lines.
 - 13. Check acoustic insulation.
 - 14. Check operation of barometric dampers.
- C. Lubricate bearings on fan, if needed.
- D. Check fan-wheel rotation for correct direction without vibration and binding.
- E. Adjust fan belts to proper alignment and tension.
- F. Start unit according to manufacturer's written instructions.
 - 1. Perform starting of refrigeration in summer only.

- 2. Complete startup sheets and attach copy with contractor's startup report.
- G. Operate unit for an initial period as recommended or required by manufacturer.
- H. Perform operations for both minimum and maximum firing, and adjust burner for peak efficiency.
- I. Adjust pilot to stable flame.
- J. Calibrate thermostats
- K. Check internal isolators
- L. Check outside-air-damper for proper stroke and interlock with return-air dampers.
- M. Check controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.

PART 5 OPERATING AND MAINTENANCE TRAINING

- A. Provide services of manufacturer's service representative to instruct Owner's personnel in operation and maintenance of rooftop units. Training shall include start-up and shut-down, servicing and preventative maintenance schedule and procedures, and troubleshooting procedures plus procedures for obtaining repair parts and technical assistance. Review operating and maintenance data contained in the Operating and Maintenance Manuals.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 1 – BID FORM 1**

SECTION 1

BID TO: **SEALED BID REMOVAL & REPLACEMENT OF HVAC ROOFTOP UNITS**
Gateway Center Administrative Offices
One Gateway Drive
Collinsville, IL 62234

BID FROM: _____

DATE: _____

BIDDER'S ADDRESS: _____

EMAIL ADDRESS: _____ **TELEPHONE NUMBER:** _____

THE UNDERSIGNED:

1. Acknowledges receipt of:

- A. Receipt of HVAC Removal and Installation HVAC Rooftop Units specifications.
- B. Addenda (if applicable):
No. _____ No. _____ No. _____ No. _____
- C. Has examined the site and all bidding documentation and shall be responsible for performing all work specifically required of bidder.

2. Agrees:

- A. To hold this bid open until 90 calendar days after bid opening date or as otherwise noted.
- B. To enter into and execute a contract with the Owner, if awarded, on the basis of this bid and in connection therewith to:
 - 1. Furnish Proof of Insurance as required by the bidding documents.
 - 2. Accomplish all of the work in accordance with the Contract.
 - 3. Complete the work within the contract time herein specified.
 - 4. In submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids.
 - 5. Enter into a Project Labor Agreement.

SECTION 2

BASE BID – HVAC

(Bidder agrees to provide all labor and materials to perform all work shown or specified for Base Bid in the bidding documents RTU 14, 15 an 22)

_____ DOLLARS \$ (_____)

ALTERNATES

- A. An alternate is defined as an amount proposed by Bidders and stated on their Bid that will be added to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in the Contract Documents.
- B. Immediately following award of Contract, the Contractor shall prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- C. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
- D. The Contractor shall submit a price for each of the scheduled Alternates. Alternates may require the work of more than one trade. The contractor shall coordinate prices to include all costs so that no additional costs shall be borne by the Owner due to the acceptance of additive or deductive alternates.
- E. All additional costs to the Contractor due to the inclusion of Alternates shall be included in the amount to be added to the Contract Sum, including, without limitation, all labor, materials, equipment, supervision, taxes, overhead and profit, so that no additional costs shall be borne by the Owner due to the inclusion of the additive Alternates.

Alternate No. 1 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 19 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

_____ DOLLARS \$ _____

Alternate No. 2 - Contractor agrees to provide all labor, equipment and materials necessary to satisfactorily complete removal of RTU 24 and the installation of (1) rooftop unit in accordance with the specifications stated herein. This unit will be controlled by a BAS system and must be compatible with BACNet IP.

_____ DOLLARS \$ _____

Alternate No. 3 - Installation of Variable Speed Drives on RTU Unit 19. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

_____ DOLLARS \$ _____

Alternate No. 4 - Installation of Variable Speed Drives on RTU Unit 24. A shaft ground ring should be included. Variable speed drives are factory mounted and shall be installed as part of the manufacturer's unit, not as an add on. VSD's shall be BACnet compatible. VFD shall change fan speed according to the mode of operation. During cooling mode, fan shall modulate to maintain space temperature. The compressor shall operate to control discharge air temperature. This operation shall be standard with SZVAV offering. During heating, fan operations shall be a constant volume of heating control.

_____ DOLLARS \$ _____

Base Bid Amount Only: \$ _____

Alternate 1 Amount Only: \$ _____

Alternate 2 Amount Only: \$ _____

Alternate 3 Amount Only: \$ _____

Alternate 4 Amount Only: \$ _____

BASE BID AMOUNT ONLY: \$ _____

TOTAL AMOUNT OF ALTERNATES NO. 1 -4: \$ _____

TOTAL BID AMOUNT (Base Bid plus Alternates): \$ _____

The Collinsville Metropolitan Exposition Auditorium and Office Building Authority will award the project based upon the Base Bid Amount. Alternates will not be used in basis of contract award and may be accepted only from the successful bidder as determined by the base bid.

SECTION 3

INSURANCE:

- A. Contractors may not commence work under the contract until he has obtained insurance as specified here, nor shall the Contractor allow any Subcontractors to commence work or any portion of the work unless all insurance required by the subcontractor has been similarly approved by the Contractor. Contractor is required to provide an Installation Floater at an estimated job cost of \$56,000.
- B. Subcontractors Insurance: The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability. Subcontractors shall also be of the Contractor on all vehicles operated by each subcontractor on the site of work.
- C. Waiver of Subrogation and Release: With respect to all insurance as required to be maintained by the Contractor and/or Subcontractor as set forth herein. Contractor hereby releases and waives, on behalf of themselves and their respective insurers, any and all rights to recovery against the Owner and its representatives, for loss or damage to contractor or any subcontractor or any third party to extent that such loss or damage is insured against or under any applicable insurance policy.
- D. Insured Parties: All of the insurance policies required to be obtained by Contractor and subcontractors set forth herein (except Workman Compensation Insurance) shall name Owner as additional insured on a primary basis.
- E. Certificates of Insurance: Prior to commencement of any work, and within (15) business days after receipt of NOTICE OF BID AWARD, the Contractor shall cause to be delivered to Owner's Representative, for their review and approval (1) copy of each Certificate of Insurance from the insurer, evidencing that all of the above described insurance has been obtained by Contractor and all subcontractors. All of such Certificate of Insurance shall (1) specify that the respective insurance policies shall not be canceled, modified or amended without and until sixty (60) days advance written notice issued to Owner, (2) contain a specified acknowledgement of the Agreement and the Contractual liability indemnification obligation of the insurers herein, (3) evidence the additional insured on a primary basis on the respective policies, (4) evidence the coverage amounts, deductibles and limits of each policy, (5) evidence the Waiver of Subrogation

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

endorsement in favor of the Owner, to be on a primary basis, and (6) state the type of insuring agreement to be on an Occurrence basis. Claims made coverage is not acceptable.

- F. Indemnity Agreement: The Contractor agrees that it will save and keep harmless the Owner from any and all claims that may arise on the part of any of said Contractor's employees, agents, servants by reason of injury, death or any claim while in pursuit of the Contractor's obligations under this contract, and that all employees of the Contractor shall in no way be construed to be employees of the Owner.
- G. The cost of providing insurance specified herein shall be included in the bid price submitted by the Contractor for this project. It shall be the Contractor's sole responsibility to notify its insurance carrier of the requirements of these conditions and of the entire contract documents.

Comprehensive Automobile Liability:

- A. Required Minimum Insurance Coverage
 - 1. \$1,000,000 Combined single limit BI/PD
 - 2. \$2,000 Medical Payments
- B. Each Contractor shall purchase and maintain Comprehensive Auto Liability insurance for all owned, non owned and hired vehicles under control of their Contractor or its Subcontractors.

Worker's Compensation:

- A. Required Minimum Insurance Coverage
 - 1. Statutory Limits
 - 2. Employer's Liability: \$1,000,000 Combines Single Limit for Bodily Injury and Property Damage per occurrence.
- B. Each Contractor shall purchase and maintain Worker's Compensation Insurance for all of its employees employed at the site of the project. Coverage in accordance with the Worker's Compensation Act of the State of Illinois shall be provided for all operations. In case any work is sublet, the Contractor shall require Subcontractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor or any Subcontractors engaged in work under the Worker's Compensation Act, the Contractor shall provide, and shall cause said Subcontractor to provide any

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

such employees with Employer's Liability Insurance for the protection of said employees.

Comprehensive General Liability:

- A. Require Minimum Insurance Coverage:
 - 1. \$2,000,000 General Aggregate
 - 2. \$2,000,000 Products & Completed Operations
 - 3. \$1,000,000 Personal & Advertising Injury
 - 4. \$1,000,000 Each Occurrence Limit
 - 5. \$50,000 Fire Damage Limit
 - 6. \$5,000 Medical Payments

- B. Each Contractor shall purchase and maintain Comprehensive General Liability Insurance with Premises and Operations coverage insuring against claims and damages because of Bodily injury and property damage in or about the project site and/or related, directly or indirectly, to the work. Insurance coverage must be on occurrence basis. Claims made coverage is not acceptable.

- C. Insurance Covering Special Hazards: The following special hazards shall be covered by the Contractor, by rider or endorsement to the Comprehensive General Liability Insurance policies hereinabove required (or by separate policies of insurance) in amounts as specified hereinabove.
 - 1. Damage to Underground Utilities.
 - 2. Trucking and Motor Vehicle Operations.
 - 3. Owner's Protective Liability Insurance (Independent Contactor Coverage)
 - 4. Product Completed Operations Hazards.
 - 5. Any other hazards involved in the Work performed under the contract, which in the opinion of the Owner, at any time during the contract period, appears to be sufficiently dangerous to require special insurance.

Umbrella/Excess Liability Coverage:

- A. All Contractor/Subcontractors are required to purchase or have in force Umbrella/Excess Liability Coverage in the amount of \$1,000,000. The policy should be structured as follows:
 - 1. The policy shall run for the term of the project a certificate of insurance shall be issued for the project term.

**BIDDING & CONTRACT
REQUIREMENTS
SECTION 3**

2. \$10,000 is the maximum self-insured retention (SIR) allowed.
3. The schedule of underlying insurance shall encompass all primary lines of coverage including General Liability, Employer's Liability, and Auto Liability.

SECTION 4

Bidders shall identify the business names and addresses of all subcontractors below:

1. _____

2. _____

3. _____

4. _____

SECTION 5

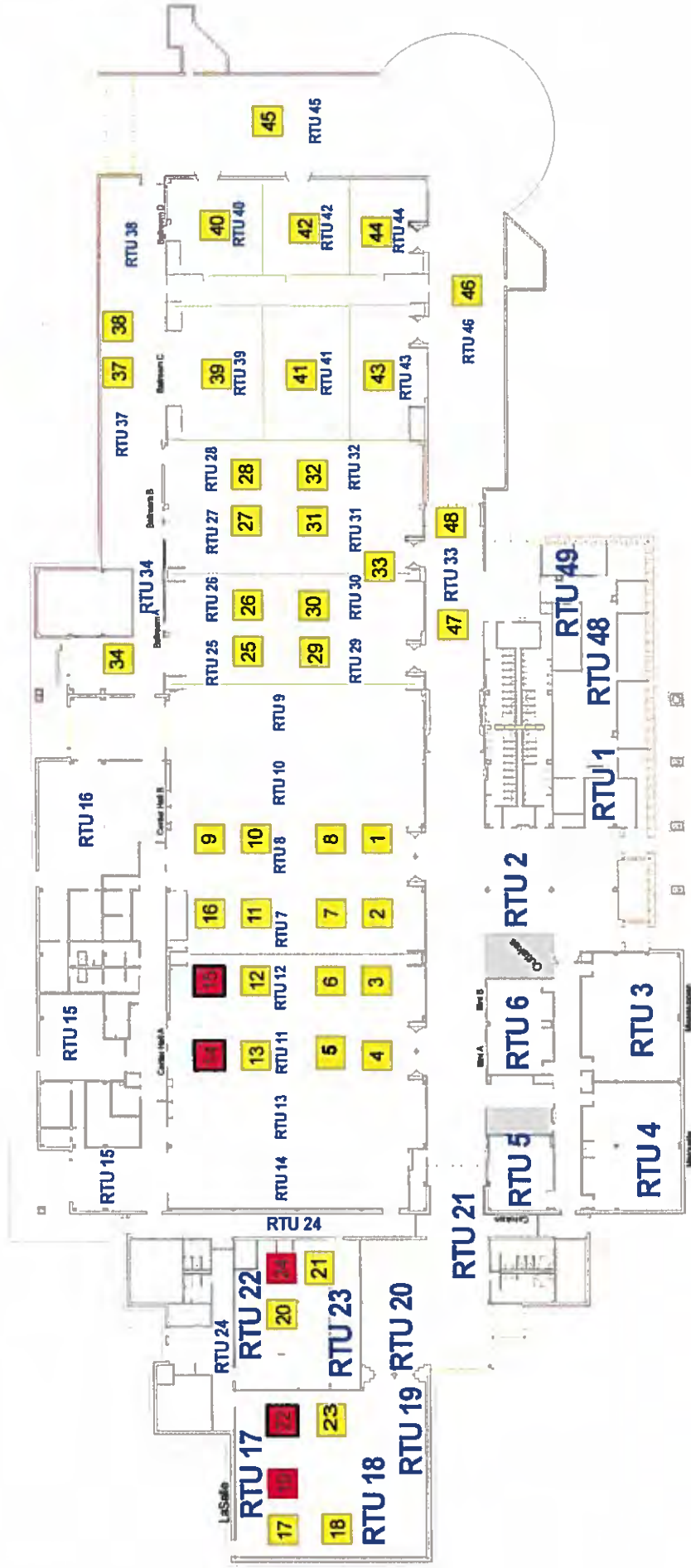
Bidder shall identify any materials that are not domestic materials such as copper tubing and/or components “under pressure” below:

COMMENT: Bidder will be required to furnish Mill Test Report if any materials are manufactured outside of the United States. Must meet ISO 9000 standards and be certified.

Bidders shall provide the seer rating for HVAC Rooftop Units included in bid._____

**Facility Map
Reflecting HVAC Unit Locations
Attachment 6**

GATEWAY CENTER: RTU REPLACEMENT PROJECT, PHASE FIVE ATTACHMENT B - UNITS TO BE REPLACED



= Location on Roof

RTU # = Zone of Control

= RTU's to be replaced in Phase 5

W-9
Gateway Center
Attachment 7

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Collinsville Metropolitan Exposition Auditorium and Office Building Authority	
2 Business name/disregarded entity name, if different from above Gateway Center	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Municipality	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 1 Gateway Drive	Requester's name and address (optional)
6 City, state, and ZIP code Collinsville, IL 62234	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
3	7	-	1	1	9	7	3	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Kim Jones, Director of Finance Date ▶ 1/19/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RESOLUTION NO. 425

**A RESOLUTION AUTHORIZING
THE BID AWARD TO C & K HEATING AND COOLING, INC.
FOR THE REMOVAL AND REPLACEMENT OF HVAC
ROOFTOP UNITS AT GATEWAY CENTER
FOR THE COLLINSVILLE METROPOLITAN EXPOSITION
AUDITORIUM AND OFFICE BUILDING AUTHORITY**

BE IT RESOLVED BY THE BOARD OF THE COLLINSVILLE METROPOLITAN EXPOSITION AUDITORIUM AND OFFICE BUILDING AUTHORITY that the Chairman is authorized and directed to sign, and the Secretary is authorized and directed to attest, on behalf of Gateway Center, to enter into a agreement with C & K Heating and Cooling, Inc. for the removal of five HVAC Rooftop Units and the purchase of five (5) Trane HVAC rooftop units for an amount not to exceed \$150,125 for the Collinsville Metropolitan Exposition Auditorium and Office Building Authority, hereto and made part hereof by reference.

Passed by the Board of Directors July 21, 2016 by affirmative vote of at least five members.

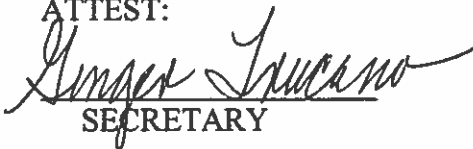
AYES: Feris, Kinamore, Schusky, Steyer, Thebeau, Trucano,
and Weinacht

NAYES: None

ABSENT: Bitzer and Mark

APPROVED: July 21, 2016

ATTEST:


SECRETARY


CHAIRMAN

Gateway Center HVAC Removal & Replacement Project

C & K Heating and Cooling

Base Bid Amount	\$88,753
Alternate 1	23,812
Alternate 2	17,225 + \$2,725= \$19,950 * (RTU No. 24)
Alternate 3	9,032
Alternate 4	<u>8,578</u>
Total:	\$147,400 + \$2,725 =\$150,125*

Bel-O Cooling & Heating

Base Bid Amount	\$106,300
Alternate 1	27,200
Alternate 2	18,650
Alternate 3	10,650
Alternate 4	<u>10,075</u>
Total:	\$172,875

Supplied Industrial Solutions

Base Bid Amount	\$140,986
Alternate 1	31,071
Alternate 2	22,067
Alternate 3	33,556
Alternate 4	<u>24,252</u>
Total:	\$251,932

Comments:

*At the Pre-Bid Meeting, serial numbers for all of the HVAC units were distributed to bidders. It was learned and verified after the bids were submitted, that the serial number furnished to bidders for RTU 24 was incorrect. This error occurred as a result of two of the HVAC units having the same RTU Number.

Since C & K was the lowest bidder, representatives of Gateway Center requested C & K Heating and Cooling to furnish Center Management the cost for the correct tonnage for RTU 24, since it was verified that the unit was not a 5 ton unit but was an 8.5 ton unit.

The additional cost for the correct tonnage for RTU #24 was \$2,725.00. This increased the total project cost and bid award to C & K Heating and Cooling to a total of \$150,125.



C&K Heating and Cooling, Inc.
1116 Galaxy Drive
Lebanon, Illinois 62254-2725
Phone: (618) 537-8888

Invoice

Account #	Date	Invoice #
	10/17/2016	11011

Bill To:	Job Location
Gateway Center One Gateway Drive Collinsville, IL 62234	One Gateway Drive Collinsville, IL 62234

P.O. No.	Technician	Other	Terms	Due Date
			Due on receipt	10/17/2016

Q1	Item	Description	U/M	Each	Each Total
	New Install-C	Contract: Removal of 5 Trane Rooftop units and Install 5 New Trane Rooftop units that includes Hail Guards. Includes Gas Piping, Condensate Piping, Line Voltage Wiring, and Balancing of units. RTU 14, 15 (2), 19, 22, & 24.		150,125.00	150,125.00

	Balance Due	\$150,125.00
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