

# Lake Land College

## REQUEST FOR PROPOSALS FOR

Guaranteed Energy Savings Contract  
Lake Land College District Number 517  
Mattoon, Illinois 61938

PROJECT NO. 2019-012

Proposals Due: November 8, 2019

SECTION 000101

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REQUEST FOR PROPOSALS

GUARANTEED ENERGY SAVING CONTRACTING

Proposals Due: November 8, 2019

Lake Land College District #517

Mattoon, Illinois

Project No. 2019-012

The Lake Land College District Number 517 Board of Trustees will receive proposals for Guaranteed Energy Saving Contracting.

Proposals will be received until 2:00 PM Central Standard Time on Friday, November 8, 2019 in office of the Comptroller in the Luther Student Center on the campus of Lake Land College, 5001 Lake Land Boulevard, Mattoon, IL.

Proposals received after this time will not be accepted. The College will review and evaluate written proposals in response to this RFP in accordance with the evaluation criteria identified in the Request for Proposal Documents. Obtain Request for Proposal documents/requirements at the office of the Comptroller of Lake Land College, phone (217) 234-5375.

The Board of Trustees reserves the right to waive irregularities and reject all Proposals or parts of Proposals.

Successful Contractor shall have the sole responsibility of complying with all aspects of existing Prevailing Wage Policies.

Doris Reynolds

Chairperson - Lake Land College Board of Trustees

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### INSTRUCTIONS TO CONTRACTORS

#### PART 1 GENERAL

##### 1.01 DEFINITIONS

- A. Lake Land College Board of Trustees will be hereafter referred to in this Specification as “Owners” and all correspondence shall be addressed to: Madge Shoot, Comptroller, Lake Land College, 5001 Lake Land Blvd., Mattoon, IL 61938.
- B. A Prospective Contractor is a person or entity who submits a Proposal to the Owner.
- C. Proposal Documents include the Advertisement for Request for Proposals, Instructions to Prospective Contractors, Request for Proposal (RFP) Forms and supplements, and Addenda.
- D. Contract Documents include any Contract forms, the RFP, Specifications, Drawings, Addenda, and modifications.
- E. An Agreement is a written agreement between the Owner and a Contractor setting forth the obligations of the parties thereunder, including but not limited to the provision of the specified goods and materials, the basis of payment and the contract time.
- F. A Proposal is a complete and properly signed offer to provide the goods and services for the sums stipulated therein, submitted in accordance with the RFP Documents.
- G. The Base Price is the sum stated in the Proposal for which the Prospective Contractor offers to provide the goods and services described in the RFP Documents as the base, to which items may be added or from which items may be deleted for sums stated in Alternate Proposals.
- H. An Alternate Proposal is an amount stated in the Proposal to be added to or deducted from the amount of the Base Price if the corresponding changes in the items, as described in the RFP Documents, are executed.

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- I. A Unit Price is an amount stated in the Proposal as a price per unit of measurement for goods or services as described in the RFP Documents or in the proposed Contract Documents.
- J. Energy Cost Savings Measure (ECM), a training program or facility alteration designed to reduce energy consumption or operating costs, and may include, but is not limited to the following:
  - 1. Insulation of the building structure or systems within the building;
  - 2. Storm windows or doors, caulking or weather-stripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing reductions in glass area, or other window and door system modifications that reduce energy consumption;
  - 3. Automated or computerized energy control systems;
  - 4. Heating, ventilating or air conditioning system modifications or replacements;
  - 5. Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;
  - 6. Indoor air quality improvements to increase air quality that conforms to the applicable state or local building code requirements;
  - 7. Energy recovery systems
  - 8. Co-generation systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
  - 9. Any safety measures that provide long-term operating cost reductions and are in compliance with state and local codes; or
  - 10. Energy Conservation Measures that provide long-term operating cost reductions.

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- K. Guaranteed Energy Cost Savings Contract is a contract for the implementation of one or more of the measures listed above. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and the energy cost savings are guaranteed to the extent necessary to make payments for the systems or services. Guaranteed energy cost savings contracts shall be considered public works contracts to the extent that they provide for capital improvements to existing facilities.
- L. Operational Savings are expenses eliminated and future replacement expenditures avoided as a result of new equipment installed or services performed.
- M. Qualified Provider is a person or business experienced in the design, implementation and installation of energy cost savings measures. District is requiring that the firm have at least 15 years of experience in performance contracting.
- N. Qualified Provider is a person or business experienced in the design, implementation and installation of energy cost savings measures. Owner prefers but is not requiring that the firm have 5 years of experience in performance contracting.

### 1.02 DOCUMENTS

- A. Copies of the RFP Documents may be obtained at the Office of the Comptroller, 5001 Lake Land Boulevard, Mattoon, Illinois 61938, (217) 234-5375.

### 1.03 EXAMINATION OF DOCUMENTS

- A. Prospective Contractor shall examine all documents. Failure to do so will not relieve a successful Contractor of his obligation to provide all labor and materials necessary to carry out the provision of his contract for the sum stated thereon.
- B. Each Prospective Contractor, by submitting his proposal represents that he has read and understands the RFP documents.

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### 1.04 EXAMINATION OF PREMISES

- A. Before submitting proposals for this work, each Prospective Contractor will be held to have examined the premises and satisfied himself as to the conditions existing and under which he will be obliged to operate, or that will in any manner, affect the work of this contract.
- B. No allowance will be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part. The Prospective Contractor agrees to accept the existing conditions as found at the time of signing of contract.

### 1.05 VISITING THE SITE

- A. Each Presenter is required to visit the site and examine it as stipulated above.
- B. Presenters wishing to conduct a self-guided site visit shall give the Owner a minimum of one business day's notification.
- C. Presenters wishing to have an Owner's representative(s) present during the site visit shall give a notification of three business day in advance, minimum.
- D. Arrangements for site visits may be made by contacting the office of the Director of Physical Plant Operations at (217) 234-5519.
- E. The Owner reserves the right to reject requests for site visits.

### 1.06 AREAS, QUANTITIES AND MEASUREMENTS

- A. The Successful Contractor shall be responsible for all areas, quantities, and measurements related to the work to be performed under this contract. No extra charge or compensation shall be allowed the Contractor for any error or negligence on his part. The Contractor shall visit the job site and acquaint himself with all conditions concerning this work.

### 1.07 INTERPRETATIONS DURING RFP PROCESS

- A. If any Prospective Contractor is in doubt as to the meaning of any part of the RFP Documents, they may submit a written request to: Madge Shoot,

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Comptroller, 5001 Lake Land Boulevard, Mattoon, Illinois 61938, 217.234.5375, mbailey1292@lakelandcollege.edu; for an interpretation of that part.

- B. Written requests for interpretations or clarifications must be made no later than five (5) working days prior to the Proposal Due Date specified in the Advertisement for Request for Proposals.
- C. Any interpretation or change will be made only by Addenda numbered, dated, and issued by the Owner to each Prospective Contractor on record as having received a set of RFP Documents and will be available for inspection wherever the RFP Documents are kept available for that purpose. Lake Land College will not be responsible for any other explanations or interpretations of the RFP Documents.

### 1.08 QUALIFICATION OF PROSPECTIVE CONTRACTORS

- A. Prospective Contractors may be disqualified and their Proposals not considered for any of the following specific reasons:
  - 1. Reason to believe collusion exists among Prospective Contractors.
  - 2. The Prospective Contractor being interested in any litigation against the Owner.
  - 3. The Prospective Contractor being in arrears on any existing contract or having defaulted on a previous contract.
  - 4. Lack of competency as revealed by the financial statement, experience, and equipment, questionnaires, or qualification statement.
  - 5. Uncompleted work, which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.
- B. If requested, a Prospective Contractor shall submit to the Owner a confidential Financial Statement in a sealed envelope.



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### 1.09 PREPARATION OF PROPOSAL:

- A. All Proposals must be submitted on the Proposal form contained herein. Oral, telephone, facsimile, electronic mail, or telegraph Proposals will not be accepted.
- B. The Prospective Contractor shall base the Proposal on materials complying with the RFP Documents, and shall list all information where the RFP form requires.
- C. The blank spaces in the Proposal form shall be filled in correctly with ink or typewritten. A Proposal form containing an alteration or erasure of any price contained in the Proposal which is used in determining the lowest responsible price shall be rejected unless the alteration or erasure is corrected as herein provided:
  - 1. An alteration or erasure must be crossed out and the correction printed in ink or typewritten adjacent to the alteration or erasure.
  - 2. The person signing the Proposal must initial the correction in ink.
  - 3. In the event that any price used in determining the lowest responsible price is expressed by the Prospective Contractor in both written and numerical form, the written representation shall govern in all cases.
- D. If the RFP form includes alternates, each Prospective Contractor shall price each alternate. Failure to comply may be cause for rejection.
- E. If an individual submits a Proposal, he or his duly authorized agent must sign his name. If a firm, association or partnership submits the Proposal, the name, address and title of each member must be given, and an official or duly authorized agent must sign the Proposal. Powers of attorney authorizing agents or others to sign Proposals must be properly certified and must be in writing and submitted with the Proposal.
- F. Proposals from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the Proposal the power of attorney, evidencing the authority to sign the Proposal. If the Proposal is signed by any other legal entity, the authority of the person signing shall be attached to the Proposal.

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### 1.10 EXEMPTION FROM SALES TAX ON MATERIALS

- A. The Owner is exempted by Section Three of the Illinois Use Tax Act (Sec 3, House Bill 1610 approved July 31, 1961. IL. Rev. Stat. 1961, Chap. 120 Sec 439.3) from paying any of the taxes imposed by that act and sales to the Owner are exempt by Section Two of the Illinois Retailer's Occupation Tax Act (Section 2, House Bill 1609, Approved July 31, 1961 IL. Rev. Stat. 1961, Chap. 120 Sec. 441) from any of the taxes imposed by that Act.

### 1.11 IDENTIFICATION AND SUBMITTAL OF PROPOSAL

- A. Each Proposal and all papers bound and attached to it shall be placed in an envelope and securely sealed therein. The envelope shall be plainly marked with the following:
  - 1. The word "Proposal"
  - 2. Name and address of the Prospective Contractor.
- B. The envelope of the Proposal shall be addressed to:

Lake Land College  
2019-012 Guaranteed Energy  
Campus Strategic Performance Contracting Master Plan RFP  
C/O Madge Shoot  
5001 Lake Land Boulevard  
Mattoon, Illinois, 61938
- C. Proposals shall be delivered before the time set for the opening of the Proposals. Proposals arriving by mail or otherwise after the time designated for the opening of Proposals will be returned unopened. Oral, telephone, facsimile, electronic mail, or telegraph Proposals shall not be accepted.

### 1.12 MODIFICATION OR WITHDRAWAL OF PROPOSALS

- A. A Proposal may not be modified after submittal. Prospective Contractors may withdraw a Proposal at any time before opening. A Withdrawal of a Proposal must be made in writing or in person by a Prospective Contractor or his duly authorized agent. If a firm, association or partnership wishes to withdraw a Proposal, an official or duly authorized agent must sign the written request or appear in person.

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- B. Once withdrawn, the Prospective Contractor must submit a new Proposal prior to the opening in order to be considered.
- C. No Proposal may be withdrawn or modified after the Proposal opening except where the award of the Contract has been delayed beyond 60 days after date of opening.

### 1.13 OPENING OF PROPOSALS

- A. The Proposals submitted will be opened at the time of the Owner's choosing and thereafter shall remain on file with the Owner.
- B. After Proposals are opened, the Proposals will be reviewed for comparison on the basis of the prices and compliance with RFP requirements.
- C. The Owner reserves the right to withhold the award of the Contract for a period of 60 days from the date of the opening of Proposals and no award will be made until the Owner is satisfied as to the responsibilities of the Prospective Contractors.
- D. Until final award of the Contract, the Owner reserves the right to reject any or all Proposals or proceed to do the work otherwise in the best interest of the Owner.

### 1.14 EVALUATION AND CONSIDERATION OF PROPOSALS

- A. The Owner reserves the right to reject all Proposals or parts of Proposals, and to waive informalities therein.
- B. For the purpose of determining the successful Contractor in the consideration of all Proposals submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the Proposal form.

### 1.15 DISQUALIFICATION OF PROSPECTIVE CONTRACTORS

- A. Proposals will not be considered if they show any omissions, additions, alterations of form, conditions not requested unauthorized alternate Proposals or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in the best interest of the Owner.

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- B. The Prospective Contractor acknowledges the right of the Owner to reject any or all Proposals and to waive any informality or irregularity in any Proposal received. In addition, the Prospective Contractor recognizes the right of the Owner to reject a Proposal if the Prospective Contractor fails to submit the data required by the RFP Documents.

### 1.16 APPLICABLE LAWS

- A. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
- B. Prospective Contractor's signatures shall be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the Department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

### 1.17 EXECUTION OF THE AGREEMENT

- A. The successful Contractor, if awarded the Project, shall sign the necessary Agreements with the Owner and furnish Payment and Performance Bonds and Certificates of Insurance, if required elsewhere in this document, but no such Agreement shall be in force and effect until it is executed by all parties, and the Payment and Performance Bonds and Certificates of Insurance have been approved.
- B. Failure to execute and return the Agreement within ten (10) calendar days may result in the rescinding of the Contract award.

### 1.18 RECORDS:

- A. The Contractor shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all

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books, records and supporting documents related to the Contract shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit conducted and to provide full access to all relevant materials.

END OF SECTION

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### SUPPLEMENTARY CONDITIONS

#### PART 1 GENERAL

##### 1.01 COORDINATION WITH OWNER

- A. The campus will be occupied by the Owner and the general public during all phases of the Work. It shall be the Contractor's responsibility to coordinate the work with the Owner to maintain access to roadways, parking, pedestrian ways and buildings during normal hours of operation, and to minimize conflict with the College's schedule.
- B. Sequence of work shall be coordinated with the College around the College's schedule and extra-curricular activities and shall be scheduled to minimize inconveniences for the students, staff and members of the community.
- C. Work shall be sequenced so that no more than one campus entrance is closed at any given time.
- D. The Contractor shall notify the Owner five (5) working days prior to commencing work on site.

##### 1.02 CONTRACTOR'S RESPONSIBILITIES

- A. The Energy Cost Saving Contractor on this project shall have the responsibility of coordinating and directing the all work resulting from the implementation of the Contract. This shall include the scheduling and/or coordination of Subcontractors and shall include assistance to these Contractors in the layout of their work with particular attention to where the work comes in contact with or overlaps that of others.

##### 1.03 SUBCONTRACTORS

- A. The Contractor shall be responsible for any and all Subcontractors working under them, and shall carry insurance for them or see that they are carrying it themselves so as to relieve the Owner of any and all liability.
- B. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

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- C. The Owner assumes no responsibility for overlapping, or omission of parts of the work by various Subcontractors.

### 1.04 LOCAL LABOR

- A. It is the desire of the Owner that Contractors make use of all local labor, material, insurance, etc., if possible, as long as it does not create a hardship on the Contractors.

### 1.05 SUPERINTENDENT

- A. The Contractor shall keep a capable project manager on site at all times when physical work is in progress.
- B. The Contractor, or his project manager shall take complete responsibility for co-ordination of work particularly where such work meets or overlaps the work of others.

### 1.06 PRECEDENCE OF DOCUMENTS

- A. The Contract Documents shall be given precedence in the following order, provided they are in existence at the time of the closing of the Contracts:
  - 1. Agreement
  - 2. General Conditions of the Contract
  - 3. Any Valid Federal, State or local laws, statutes, ordinances or codes
  - 4. The Contract Documents

### 1.07 PRE-IMPLEMENTATION MEETINGS

- A. Pre-implementation meetings will be held prior to beginning of work at the time and place designated by the Owner, but not later than 10 days after date of signing of Contracts and again no later than 10 days prior to the commencement of any alteration, replacements or construction.
- B. Representatives of the Owner, Contractor, and major subcontractors shall be present.

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C. The following shall serve as a minimum agenda:

1. Project schedule
2. Designation of responsible personnel
3. Progress meeting schedule
4. Processing of submittals
5. Processing of Contractor's pay requests

### 1.08 PERMITS

A. The Owner will obtain and pay for all permits required by Local Law, except as indicated otherwise in these specifications.

### 1.09 SUBMITTALS

- A. For all systems and materials requiring shop fabrication or setting drawings, the Contractor shall furnish shop drawings in duplicate (2 copies) to the Owner. Before submitting the shop drawings, the Contractor shall check same against project conditions which may vary from dimensions on the Owner's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.
- B. For all systems and materials requiring selections of options, finishes, colors, sizes, etc. the Contractor shall furnish submittals in duplicate (2 copies) to the Owner. Before submitting, the Contractor shall check same against project conditions which may vary from dimensions on the Owner's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.
- C. The Owner and will review submittals and will endeavor to correct errors, but it shall be the responsibility of the Contractor to see that work complies with the Contract Documents, and fits to project conditions and to materials to be installed later. Contractor shall be responsible for dimensions and quantities.

### 1.10 MATERIAL AND WORKMANSHIP



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- A. The owner or his agent shall have full power to reject any material or workmanship which, in their opinion, do not conform with approved specifications or drawings, and cause same to be immediately removed and reconstructed without additional cost to the Owner

### 1.11 PATCHING

- A. The expense of any undue alterations, cutting, patching, or repairing of damage due to carelessness or neglect caused by any trade shall be borne by the Contractor for that trade. The work shall be done by the workmen of the Contractor whose work was damaged so that such patching will be least conspicuous.
- B. All openings left by removal of existing materials, and/or equipment shall be patched to match adjacent construction.

### 1.12 UTILITY SERVICE DISRUPTION

- A. All disruptions of electrical power to the campus as a whole or to individual facilities or areas will be coordinated with the Owner and will wholly subject to the Owners operational schedule.

### 1.13 MATERIAL STORAGE

- A. The Owner will allocate certain areas of the site for the purpose of storing materials and equipment and locating Contractor's temporary offices. The Contractor shall contact the Owner before any materials are situated in buildings or on the site and determine a general plan for storing materials.
- B. Materials are shall be placed on the site in a neat and orderly manner.

### 1.14 PROTECTION OF GENERAL PUBLIC

- A. All Contractors shall provide protection of the general public at all times, providing protection devices as prescribed by laws having jurisdiction.
- B. The Contractor will, at all times, take all reasonable precautions for the safety of employees on the project, and of the public and all other persons who may be affected, and will comply with all applicable

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provisions of Federal, State, and Municipal Safety Laws and Building and Construction Codes.

### 1.15 BUILDING PROTECTION

- A. The Contractor shall be responsible for protecting the existing buildings and contents from damage from any cause as a result of work to be performed under this Contract. Any damaged to buildings or contents shall be repaired or replaced to equal the original condition of the damaged area or contents.
- B. All damaged buildings or contents shall be repaired or replaced at the Contractor's expense and to the satisfaction of the Owner.

### 1.16 SITE PROTECTION

- A. The Contractor shall be responsible for protecting the adjacent site from damage from any cause as a result of work to be performed under this Contract. Any damaged areas, including yard areas and plants, walks, steps, paved areas, irrigation system, etc., shall be repaired or replaced to equal the original condition of the damaged areas.
- B. All damaged areas shall be repaired at the Contractor's expense and to the satisfaction of the Owner.
- C. The Contractor shall be aware that a ten ton load limit shall be imposed on all haul trucks hauling materials to the project or away from the project. This ten ton load limit shall be imposed on the load itself. Furthermore, any failures that are observed in the existing pavement structure that are caused by a piece of construction equipment may subject that piece of equipment to elimination from this project. The Contractor shall be responsible for all damage caused by failure to heed this restriction.

### 1.17 THEFT AND VANDALISM

- A. The Contractor shall be responsible for any damage or loss resulting to the work, materials, or tools due to theft, or in any manner not covered by the insurance called for elsewhere in these Specifications. Payments

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on account of Contract do not relieve Contractors of this obligation. Contractors may carry Theft Insurance at their own option.

### 1.18 ROYALTIES AND PATENT INFRINGEMENT

- A. The Contractor shall pay all royalties and license fees, and shall hold harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any equipment, materials, supplies or construction methods used in the work.

### 1.19 SOCIAL SECURITY, UNEMPLOYMENT INSURANCE

- A. The Contractors shall keep records and pay, all social security, withholding tax, unemployment insurance, and other taxes imposed by the various governmental authorities and laws.

### 1.20 OTHER WORK NOT IN CONTRACT

- A. The Owner reserves the right to let separate Contracts for other work in connection with this project, but agrees that such work shall not interfere with the work of the Contracts previously made.

### 1.21 EXTRAS AND CHANGES

- A. Should any extra work or changes be required during the work, the Owner and Contractor shall agree upon the price for such extra work or changes and the Owner shall issue a change order to the Contractor for such work as agreed upon. Payment shall be made under same conditions as for original Contract.
- B. No payment shall be made for extra work or materials unless a formal written change order is issued by the Owner.

### 1.22 CLEANING OF GROUNDS & BUILDING

- A. The building and site shall be maintained free of unnecessary debris and clutter during all phases of construction.

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- B. At the completion of the project and before final acceptance by the Owner, the building and site shall be cleared of all rubbish, materials, and debris which accumulated during the process of construction.
- C. All building surfaces affected by work performed under this Contract shall be cleaned by a professional cleaning service and shall include but shall not be limited to the following:
  - 1. Remove all spills and splatters from building surfaces
  - 2. Vacuum all carpets
  - 3. Buff all resilient floors
  - 4. Wash all glass, mirrors, and aluminum surfaces
  - 5. Wash all glazed tile surfaces and clean all quarry tile
  - 6. Wall surfaces, doors, etc., shall be dust free
  - 7. Clean all plumbing fixtures and toilet partitions
  - 8. Clean all casework, chalkboards, and lockers

### 1.23 GUARANTEE & WARRANTIES

- A. The Work of all Subcontractors shall be warranted for a period of one year from the date of acceptance of their work, unless stipulated for a longer period of time.
- B. All items requiring a warranty certificate from the manufacturer shall be executed and the certificate delivered to the Owner.

### 1.24 LEGAL REQUIREMENTS

- A. All Contractors shall comply with all laws, rules and regulations governing the work under this Contract.
- B. Should the Contractor observe anything in the contract documents that is contrary to any code requirement, he shall notify the Owner immediately in writing. The Owner shall issue all changes required to correct the variance, and be responsible for code interpretations.

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### 1.25 OCCUPATIONAL SAFETY AND HEALTH

- A. It shall be the Contractor's responsibility to ensure all Subcontractors comply with all local, state and federal laws and regulations governing job safety and health standards, and the requirements of the "Occupational Safety and Health Act of 1970" enacted by Congress and signed into law on December 29, 1970 and all applicable changes, revisions, and amendments.

### 1.26 FAIR EMPLOYMENT PRACTICES

- A. The Contractor agrees that, in accordance with an Act to prohibit discrimination and intimidation on account of race or color in employment and Contracts for public buildings or public works, approved July 8, 1933, as amended, no person will be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of the work set forth in the attached drawings and specifications; nor will any unfair employment practice, as defined in the Fair Employment Practices Act, approved July 21, 1961 and all applicable changes, revisions, and amendments, be committed by the said Contractor.

### 1.27 PREVAILING WAGE POLICY

- A. The Owner has, by resolution, established a general prevailing rate of hourly wage in said District.
- B. The Contractor and Subcontractors shall comply with the following and any later amendments thereto:
  - 1. "Illinois Statutes, as amended by Act approved August 8, 1961, (SB No. 250) (Rev. State Chap. 48, Sec. 39S-1 et.seq.) declared to be the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any and all public bodies engaged in public works, exclusive of maintenance work."

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END OF SECTION

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### BONDS & CERTIFICATES

#### PART 1 GENERAL

##### 1.01 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. Contractors shall be required to furnish, in duplicate, a Performance Bond and a Labor and Material Payment Bond in strict conformance to, and submitted on, A.I.A. Document A-312 equal to the full amount of their Contract covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form as the Owner may prescribe and with such sureties as he may approve.
- B. The Contractor's Bonding Agency shall carry either a Rating of "A-VIII" on the AM Best Rating System or be able to show Comparable Financial Status and Bonding Volume. Acceptance of Bonding Agency qualification shall be approved by the Owner.
- C. The Performance Bond, and Labor and Material Payment Bond, shall be furnished and in effect before any work is started under this Contract.
- D. The life of the Bond and guarantee shall extend twelve (12) months beyond the day on which final payment under the Contract falls due, or the date of which the Owner accepts the work as completed whichever comes first. If final acceptance is by mutual agreement, a proper date shall be determined.
- E. If before the expiration of the twelve (12) month guarantee period, a Contractor has been notified by the Owner or Architect regarding any work to be completed or corrected, any unpaid bills presented to the Owner, or any other unfinished business, the expiration of the twelve (12) month period does not relieve the Contractor or his bondsmen of the proper execution of such items.
- F. The Contractor or his bondsmen shall pay any lien or court costs and attorney's fee of the Owner, and cost that any creditor may incur in the forced collection of any just claim, and interest from date of filing lien until payment is made.

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- G. In the event the Contractors should default and it becomes necessary for the sureties to complete the Contract, the Owner and Architect reserves the right to approve all Contractors and Subcontracts obtained by the sureties.
- H. The General Conditions of this Contract shall govern all issued, and any provisions of the bonds in conflict with these general conditions shall be waived.

### 1.02 FAILURE TO FURNISH PERFORMANCE BOND

- A. Should the successful Contractor fail or refuse to sign a formal written Contract with the Owner, or fail or refuse to furnish a Performance Bond satisfactory to the Owner and the Architect within ten (10) days after written notification of the acceptance of the proposal by the Owner, the Contractor will be considered to have abandoned the proposal. In such event the Owner shall retain all proceeds of the Bid Security (Bid Bond or Certified Check) in order to secure a "Successful Contractor". The term "Successful Contractor" shall be deemed to include any Contractor whose proposal is accepted by the Owner.

### 1.03 COMPENSATION AND PUBLIC LIABILITY INSURANCE

- A. Contractors shall carry sufficient insurance on their workmen to absolutely protect the Owner from any liability or damage resulting to the workmen as provided under the "Workmen's Compensation Act", and "Structural Works Act".
- B. The Contractors and all Subcontractors performing services on said site shall take out and furnish to the Owner, and maintain during the life of this Agreement, complete Owner's Protective Liability Insurance in the amounts as specified herein for bodily injury, property damage, liability, or damage resulting to the Workmen as provided under the Workmen's Compensation and Structural Works Act of the State of Illinois as shall protect the Owner, Contractor and any Subcontractor performing work covered by this Agreement from claims for damages of personal injury including accidental death, as well as, from claims for property damage which may arise from operations under this Agreement, whether such operations be by the Contractors or by any Subcontractors or by



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anyone, directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

1. Comprehensive Automobile Liability:
  - a) \$1,000,000 Bodily Injury per person.
  - b) \$1,000,000 Bodily Injury per occurrence.
  - c) \$ 500,000 Property Damage per occurrence.
  - d) \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.
2. Workman's Compensation: Statutory Limits
  - a) Employer's Liability: \$500,000 Bodily Injury per person.
  - b) The Contractor may use a Self-Insured plan for Workman's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Contractor shall obtain a Certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.
3. Comprehensive general Liability:
  - a) \$1,000,000 Bodily Injury per person.
  - b) \$2,000,000 Product and Completed Operations Aggregate
  - c) \$1,000,000 Bodily Injury aggregate limit.
  - d) \$1,000,000 Property Damage per occurrence.
  - e) \$2,000,000 Property Damage aggregate limit.
  - f) \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.
4. Umbrella
  - a) \$1,000,000 Umbrella

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- B. The above Comprehensive General Liability Insurance shall be specifically endorsed to cover the terms of Liability Insurance for the Owner as set forth hereinafter.
- C. The Contractor shall cause Certificates of Insurance to be deposited with the Owner.

### 1.02 LIABILITY INSURANCE FOR OWNER

- A. The Contractor shall purchase and maintain public liability insurance naming the Owner and his agents and employees as insured with respect to any claim that may be made against the Owner or his agents and employees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense shall be covered by such insurance only if (a) it is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not the claimant contends that the Owner or his agents or employees are in part negligent or otherwise legally culpable with regard to the loss.
- B. Such insurance shall provide a defense for the Owner and his agents and employers, including the cost of defense counsel and other expenses of litigation.
- C. Principal Contractors shall carry the insurance of their Subcontractors or shall require their Subcontractors to carry their own insurance in the amounts stated above.
- D. This insurance shall cover all Agreements and any extra work connected with the construction of this Project.
- E. Contractors shall instruct their Insurance Companies to supply the Owner with Certificates of Insurance showing that such insurance is kept in force until completion of the Agreement. These Certificates of Insurance shall be provided before Contractors start any work under this Agreement.

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END OF SECTION

## SECTION 002416

### GUARANTEED ENERGY SAVINGS CONTRACT

#### PART 1 GENERAL

##### 1.01 SCOPE

- A. The work under this section includes the furnishing of all labor, material, equipment, and services necessary for the execution and completion of all items of Energy Cost Saving Contracting and Construction Program Management Services for the strategic plans for campus growth and construction of the Alumni Foundation Building and Technology / Work Force Building.
- B. Lake Land College is requesting Qualified Providers to propose Energy Conservation Measures through a Guaranteed Energy Savings Contract. These proposals shall include: (a) the implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of Energy Conservation Measures; (b) the evaluation and recommendation of Energy Conservation Measures; (c) the implementation of one or more Energy Conservation Measures; and (d) the implementation of project monitoring and data collection to verify post-installation energy consumption, energy related operating costs and maintenance costs.

#### **Fiscal Year 2020 Project:**

*Alumni Foundation Building* – The College has plans to build an Alumni Foundation building that would oversee Alumni Park. Usable space would include offices, conference room, meeting room, kitchenette, and bathrooms. The selected Qualified Provider will work with design consultants for the construction / renovations. The Selected Qualified Provider will lead a construction team to provide the energy related aspects of the project to optimize building efficiencies, lower future utility costs, and implement sustainable energy initiatives. Site work will commence in Spring of 2020, with the anticipated building renovations completion in August of 2020.

**Future Fiscal Year 2021 Potential Project:**

*Technology / Work Force Building:*

The College is currently considering plans to relocate Work Force Development on the main campus. This project would entail the first phase of the Technology / Work Force Building (17,000 Sf) to be located near the West Building on campus. Usable space would include offices, open office concept for cubicles, CBI lab/classroom, 4 additional classrooms, bathrooms and common space. Initial plans are for this building will be to connect with the campus geothermal system. The College previously made provisions to allow the 12" HDPE campus condenser water loop and well fields to provide the source of heating and cooling for the building addition. The selected Qualified Provider will work with design consultants for the construction / renovations. The Selected Qualified Provider will lead a construction team to provide the energy related aspects of the project to optimize building efficiencies, lower future utility costs, and implement sustainable energy initiatives. Site work will commence in Spring of 2020, with the anticipated building renovations completion in January of 2021.

1.02 QUALITY ASSURANCE

- A. Energy Cost Savings Contractor shall have a minimum of five (5) years' experience in the design, implementation and installation of energy cost savings measures.

1.03 SUBMITTALS

- A. Provide one (1) original and five (5) copies of the Proposal and all supporting documentation necessary for the Owner to make an informed decision on the qualifications of the Contractor and the content of the Proposal. Include six (6) copies of detailed specifications, product data sheets, brochures or cut sheets for each system, device, fixture or unit proposed for evaluation by the Owner.

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### PART 2 PROPOSAL

#### 2.01 AREAS OF CONCERN

- A. The following items are areas of concern for Contractors to address when preparing proposals. In addition to the concerns listed here, Contractors are invited to submit additional proposals designed to further enhance Owner savings in energy consumption and/or maintenance expenses. In order to be considered a viable proposal by the Owner, each Contractor must respond to the specific concerns listed below. Additional proposals are provided at the Contractor's option.
1. Alternative energy items may include but are not limited to:
    - a) Geothermal
    - b) Solar photovoltaic
    - c) Daylight harvesting
    - d) LED lighting
    - e) Passive Solar Heating
  2. Mechanical Systems:
    - a) The College requests proposals for reducing energy costs by providing high efficient electrical and mechanical systems in the indicated buildings with a secondary goals of reducing maintenance costs and water and sewer expenses.
  3. Building Automation Systems:
    - a) Presently the College employs an Andover Building Automation System at varying degrees throughout the campus facilities. Examine conditions and extend the existing proprietary BAS system to include all affected campus facilities.

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### 2.02 PROPOSAL CONTENTS

- A. All proposals must contain the following:
  - 1. Executive Summary
  - 2. Contractor's Vitae
  - 3. Method of Solution Development
  - 4. Project Management Specifics
  - 5. Financial Considerations; Costs, Savings and Guarantee
  - 6. Recommended Facility Solutions
  - 7. Service Approach

### PART 3 EXECUTION

#### 3.01 EVALUATION

- A. Proposals shall be evaluated on the following criteria:
  - 1. Contractor's Vitae
    - a) Company name and address with primary contract name and number
    - b) A Brief Company History
    - c) Resumes of all team members to be involved with the project.
    - d) The College prefers but does not require that the Contractor be in good standing with the National Association of Energy Service Companies as a full service, accredited Energy Service Company.
    - e) The Qualified Provider shall submit at least ten (10) references that have previously entered into Guaranteed

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Energy Savings contracts with the Qualified Provider. Each reference shall include the scope and size of the project, guaranteed and actual savings achieved, and the name and telephone number of a contact person. References, which are not performance contracts, will not be accepted. Preference will be given to references within the State of Illinois.

2. Method of Solution Development
  - a) The process for evaluating, recommending and designing facilities solutions
  - b) The process for making equipment selections
  - c) The process for making procurements
  - d) The process for sub-contractor selection
  - e) The subcontracting process
3. Project Management Specifics
  - a) Clear assignment of responsibility for various project tasks to specific individuals. Individuals responsible for the management of the project clearly identified and have experience working in Higher Education. Project Managers must be full time company employees. Project managers with experience on projects other than schools will be considered, but the weighting will be reduced in the evaluation.
  - b) Methods used to ensure the proper management of construction processes.
  - c) Methods to ensure timely and effectively communication of project progress with the Owner and Subcontractors
  - d) Explanation of measures which will be taken to plan and complete all phases of the project on schedule and in a manner that does not interrupt the facilities' occupants.



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- e) Ability to coordinate project construction with local utilities, subcontractors, equipment suppliers and facility personnel.
  - f) Ability to provide a schedule of project milestones which will become part of the final contract. Ability to provide electronic project schedules using Microsoft Project.
  - g) The process to monitor response time.
4. Financial Considerations; Costs, Savings and Guarantee
- a) Detailed account of all anticipated project costs and savings. This shall include, but not be limited to, construction costs, professional fees, equipment and taxes. All expenses to the Owner shall be included; there shall be no hidden costs.
  - b) Cost proposals separated by Wind Turbine remediation project and West Building Guaranteed Energy Savings project.
  - c) Summary of the financial savings calculation methodology in a clear and reproducible format.
  - d) Indication of the financial soundness and stability of the Contractor.
  - e) Ability to provide or coordinate project financing.
  - f) Sample of the financing arrangement proposed for this project.
  - g) Completeness/strength of companies' recent financial reports. Emphasis will be placed on how long the current company has been in business and how long the current ownership has held the ESCO.
  - h) Provisions for the reimbursement to the Owner of any shortfall of guaranteed energy savings projected in the contract.

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- i) Ability to provide a sufficient bond to the Owner for the installation and faithful performance of all the measures included in the Guaranteed Energy Savings Contract.
- j) Ability to provide Commercial General Liability Insurance and Automobile Liability Insurance written to meet limits specified in Section 013313.

### 5. Recommended Facility Solutions

- a) Understanding of the existing building conditions, systems, operations, and schedules.
- b) Recommended facility solutions for all buildings.
- c) Ability to provide the Owner with order of magnitude cost and savings estimates. The cost and savings estimate shall be within plus or minus 10 %.
- d) Ability of Qualified Provider to warrant good and clear title to all equipment and materials furnished to the Owner and further warrant all equipment and materials to be of good quality and free of defects in materials and workmanship, including installation and setup.
- e) Comprehensiveness of the technical approach to the project based on improvements likely to be included.
- f) Approach to adapting real time pricing strategies in response to changes in utility rates, technology, and building conditions, in order to enhance project performance.
- g) Cost for an in-depth engineering study and analysis necessary to determine project parameters.
- h) All work performed under the Guaranteed Energy Savings Contract shall be in accordance with all applicable federal, state, and municipal laws and regulations legally enacted as of the date the work commences.

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### 6. Service Approach

- a) Ability to provide consistent, reliable, and quality service to meet the Owner's needs. The qualified firm must guarantee to provide timely maintenance and repair of the systems modified or installed as part of the project.
- b) Quality and quantity of available service plans.
- c) Ability to provide equipment maintenance plan for the term of the Guaranteed Energy Savings Contract.
- d) Ability to manage repairs, schedule maintenance and emergency service maintenance effectively.
- e) Proposed response time to facilitate the resolution of service.
- f) Quality of provisions for training facility staff. Firm must provide training for all equipment modified or installed on the project.
- g) Quality and clarity of energy audit policy and procedure. Firm must have an in-house energy audit department capable of providing clear, concise energy comparison reports.
- h) Comprehensiveness of maintenance and monitoring services furnished by the Qualified Provider and the specific benefits to the Owner. The firm must have an ISO 900 approved monitoring center capable of 24 hours monitoring by trained staff members.

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### B. Proposals shall be evaluated on criteria weighted as follows:

- |    |                                  |     |
|----|----------------------------------|-----|
| 1. | Experience and Qualifications    | 20% |
| 2. | Financial Approach and Guarantee | 20% |
| 3. | Technical Approach               | 20% |
| 4. | Project Management               | 15% |
| 5. | Recommended Facility Solutions   | 15% |
| 6. | Service Approach                 | 10% |

### C. Oral Interview

1. Each of the selected Qualified Providers may be asked to participate in an oral interview to discuss in detail how their approach satisfies the evaluation criteria identified in this Section. The Qualified Provider should be prepared to answer questions presented by the Owner.

### D. Selection Of Qualified Provider

1. The selection of a Qualified Provider to provide Energy Conservation Measures through a Guaranteed Energy Savings Contract shall be based solely on the Owner's evaluation of information a Qualified Provider sets forth in its written proposal and the oral interview subject to the evaluation criteria set forth in this Section. The Owner shall select the Qualified Provider that best meets the needs of the Owner.

### E. Approval

1. Upon selection of a Qualified Provider the Owner's representative shall recommend that the Lake Land College Board of Trustees approve the execution of a Guaranteed Energy Savings Contract at their earliest subsequent regularly scheduled meeting.
2. The successful Contractor shall be in attendance and shall be prepared to present their proposal to the members of the Board. This presentation shall include a brief PowerPoint presentation

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with supporting printed documentation illustrating the following points in a format understandable to a person of ordinary intelligence:

- a) Contractor's Qualifications
  - b) Overview of Energy Savings Contracting
  - c) Method of Solution Development
  - d) Recommended Facility Solutions
  - e) Projected Costs, Savings and Guarantee
- F. Execution Of Guaranteed Energy Savings Contract And Financing Documents
- 1. The Owner will negotiate and execute the Guaranteed Energy Savings Contract with the selected Qualified Provider and all financing documents required by the selected financing source.

END OF SECTION