

MidwestMechanical
Building Efficiency and Sustainability



A Service Logic Company

Proposal for:

**Park Ridge-Niles
CCSD 64**

Lincoln School – Phase 1A Build Out

This proposal conforms to Omnia contract 02-91 and conforms to all Illinois Joint Purchasing Regulations

INSTALLATION PROPOSAL

By and Between:

Contractor performing work:

Midwest Mechanical Group, Inc.
801 Parkview Boulevard
Lombard, IL 60148

Customer:

Park Ridge-Niles CCSD 64
164 S Prospect Ave.
Park Ridge, IL 60068

and

PROJECT LOCATION:

Lincoln Middle School
200 S Lincoln Ave
Park Ridge, IL 60068

PROJECT DESCRIPTION: Lincoln School Phase 1A

RQN number: 2024041100

Date: 4/11/2024

We are pleased to offer our proposal to update Lincoln School as outlined below:

PROJECT NARRATIVE AND URGENCY OF CONSTRUCTION SCHEDULE:

The Lincoln School Phase 1 Renovation is a project that will touch many different parts of Lincoln School, but not the entire building. Work will be scattered across different parts of the building over its duration. Over the course of construction, the building will essentially be occupied, with the exception of summer 2025, where the building will be reserved for construction work only. The combination of the work taking place in a variety of places in the building and a very limited and strict construction schedule requires a very disciplined and planned construction approach. The approach Midwest is setting forth is as follows:

Phase 1A: This is critical path work which must immediately be started before Summer 2024 begins to ensure the following:

- A. Long Lead time mechanical equipment is purchased so that elements of the building can be occupied by students in August 2025

- B. Heavy construction, such as major excavation can take place in summer of 2024 to ensure that the new Woodshop can be opened in January 2025. Workers and heavy equipment will be secured and mobilized for a June 1 start date.
- C. Plumbing for first floor Special Ed classrooms can be roughed in during summer of 2024, to ensure that these classrooms can then be finished during summer of 2025 and turned over in August of 2025. Plumbing is a time intensive critical path item for building and completing bathrooms. Completing this work in summer of 2024, ensures that other trades will be able to use the tight timeframe of June-August 2025 to complete the remainder of the bathroom work.
- D. Drainage tile work can take place in the Lower Level, so that all other work can commence once it has taken place. Virtually, no construction can take place on the lower level until the drainage work is completed.

Phase 1B: This work will cover the remaining scope items for the project and will be addressed in a follow up proposal. These items are not time sensitive and a proposal will be presented when more detail is made available. Some Phase 1B will take place during the summer of 2024, but the majority will take place between August of 2024 and August of 2025.

The proposed scope of work for Phase 1A includes the following

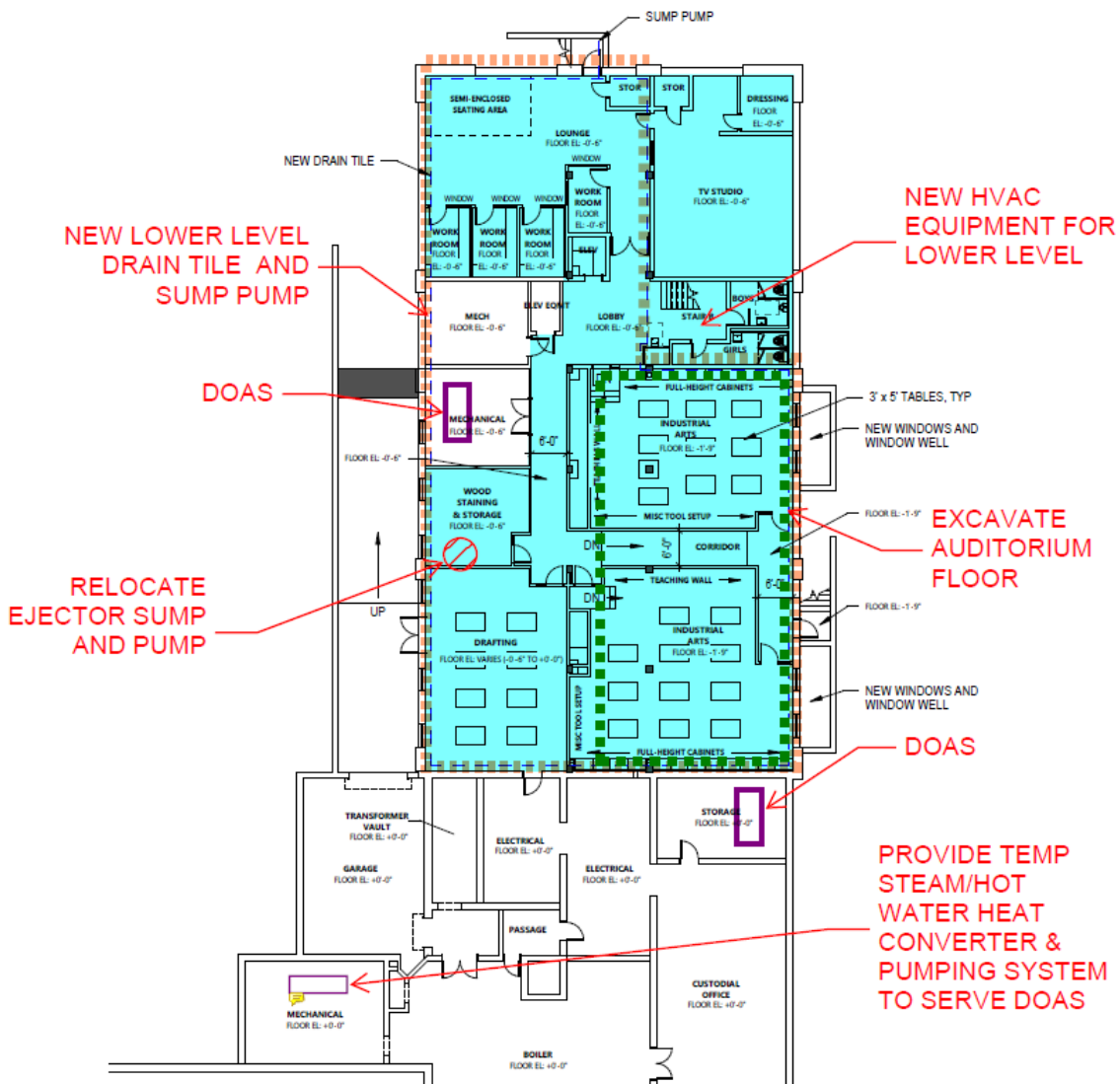
General

- All permits and any associated costs by others. (*Permitting through the ROE by Wight Architects*).
- Provide all necessary Project and Construction Management and coordinate all site activities associated with the project.
- Provide floor protection of staging and work areas as required. Areas used for staging to store and prep new equipment prior to installation will be coordinated with the District prior to the start of construction.
- Provide off-site disposal for demolished HVAC equipment and ceiling, walls, and associated material scheduled for demolition.
- Provide dumpsters and construction fencing as required. Construction fencing will be limited to area near the north wing of the building.
- Fill and vent new sections of hydronic systems.

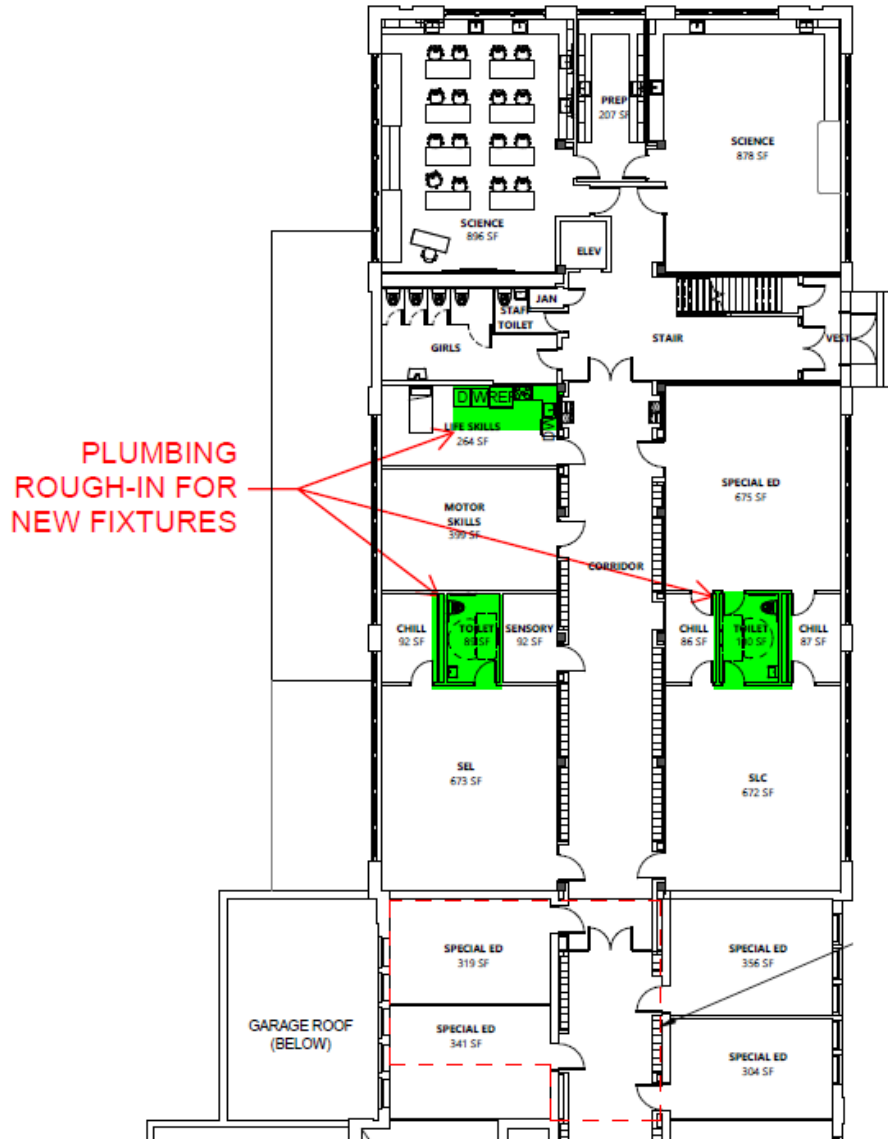
- Provide necessary technical check-out, start-up, commissioning and testing of new equipment to ensure proper operation.
- Provide project close-out paperwork including warranty letters, as-built drawings and Operations and Maintenance manuals on all new equipment.
- Major equipment and material such as lighting, electrical, ceilings, doors, and windows will conform to District standards. Equipment selections to be submitted to the District prior to order.
- *Moving, off-site storage, protection, security, and cleaning of existing building furnishings, equipment, computer systems and educational materials will be the responsibility of the District.*

Basis of design as listed and as shown in the graphics below:

Lower Level:



First Floor:



Mechanical, Electrical, and Plumbing (MEP) Design

- Provide Mechanical, Electrical and Plumbing (MEP) engineering and necessary stamped engineering drawings for associated scope listed below. Engineering design and drawings will be coordinated with the District and District's architect, Wight Architects.

Plumbing rough-in for 1st Floor Special Ed Classrooms

- New sewer, water and vent lines will be run to accommodate the new 1st floor special ed classrooms. The new plumbing lines will be tied into the buildings main water and

sewer lines. This work will take place during the summer of 2024. All of the plumbing will be roughed into a new plumbing wall. This plumbing wall will be secured, so that the classrooms can be occupied for use in August of 2024. By doing the plumbing in summer of 2024, it allows for the remainder of the bathroom construction to take place between June and August of 2025 and ensures these classrooms will be ready for use in August of 2025.

Plumbing rough-in for Life Skills classrooms:

- New sewer, water and vent lines will be run to accommodate the new 1st floor Life Skills classroom. The new plumbing lines will be tied in the buildings main water and sewer lines. This work will take place during the summer of 2024. All of the plumbing will be roughed in, in a way that allows for this area to be in use during the normal school year. By doing the plumbing in summer of 2024, it allows for the remainder of the Life Skills construction to take place between June and August of 2025 and ensures this classroom will be ready for use in August of 2025.

Relocate Lower Level Sewage Ejector Pit

- The Lower Level domestic plumbing is served by an existing sewage ejector pit. The current location of this important plumbing equipment is located within the planned Lower Level classroom renovation area. It must be moved to move forward with the planned Lower Level renovations. Work on the Lower Level renovations cannot begin until it is relocated, and this equipment must be in operation when school is in session. This scope of work is in the critical path of nearly everything that must be constructed in the Lower Level.
 - Pit will be moved up to 50'

Installation of Lower Level Drainage Tile:

- For the Lower Level to fully utilized, new drainage tile must be installed to ensure all of the renovated space remains dry. The new drainage tile will require a trench to be excavated around the usable area of the lower level. New drainage tile will be installed in this trench, and it will be backfilled and covered with concrete. The new drainage tile will run to a sump pit, where any storm water will be drained and pumped out the building. This work is in the critical path of construction. No work in the lower level can be completed until the drainage tile work is completed.

Excavation of Auditorium Area

Excavate lower level Auditorium as listed and described below:

- Sawcut & demo 6" thick concrete slab at double door leading into existing storage room to get bobcat into building.
- (6'x14'), sawcut and demo 6' wide wall opening at new ramp location.
- Sawcut and demo 6" thick concrete slab in auditorium & stage area (2,540sf),
- Excavate & re-grade the auditorium & stage areas to -2'-3" elevation (2,540sf),
- Frame and pour (1) new concrete ramp 160sf,

- Frame and pour (2) new concrete stairs (70sf),
- Pour new concrete slab at 1'-9" elevation (2,310sf), excavate, frame, pour, strip and backfill for (2) new concrete window wells with 8" thick concrete walls.
- Interior concrete to be pumped into the building via pipes/hoses.
- Sawcut (4) window openings 2'x6' each thru 20" thick concrete wall.
- Demo 27' of CMU wall at broadcasting room.
- *It is assumed building footings will allow lower of slab.*

New Mechanical Equipment for Lower Level

Design, select, order, and deliver mechanical equipment for Lincoln School as listed and described below. *Installation, controls, electrical connection, and associated distribution ductwork or piping is not included.:*

Lower Level VRF:

Design, furnish and deliver to site new split system VRF heating-cooling system to serve the lower level areas as described below. Areas include the lounge, TV Studio, Industrial Arts Rooms, and Drafting.

- Provide seven (7) new cassette units and one (1) condensing unit. Units will be provided with DX cooling and heat pump capabilities and integral condensate pump.
- Provide new local thermostat for new units.
- Provide factory start-up
- *Tie in to digital controls system is not included.*

Lower Level DOAS:

Design, furnish and deliver to site new dedicated outdoor air system (DOAS) air handling systems to provide ventilation to the lower level areas of the building as described below. Areas include the lounge, TV Studio, Industrial Arts Rooms, and Drafting

- Provide (2) new DOAS air handling system. New systems will be approximately 1,300 cfm. Systems includes:
 - Packaged 100% outside supply air and balanced exhaust system
 - Chilled water coil
 - Hot water coil

Steam to Hot Water Heat Exchanger

- Provide (1) new steam to hot water Heat Exchanger. New heat exchanger will be approximately 300 MBH. System includes:
 - Shell and tube
 - Hot water pump
 - Associated valves, specialties, and trim

The proposed scope of work does not include the following:

1. The project does not include tax
2. Architectural analysis and design.
3. Structural engineering
4. Structural demolition or reconstruction to support the architectural improvements or associated activities.
5. Site work
6. Asbestos abatement
7. IT, Fire Alarm, speakers, security systems, site access, or any related health/life safety items.
8. Utility scans
9. Foundation core samples
10. Doors, Door Frames and Door hardware associated work
11. Movable partitions
12. Steel/ Misc. Iron work
13. Painting
14. Millwork
15. Toilet partitions
16. Flooring
17. Asbestos abatement or related work
18. Any painting
19. Any landscape or hardscape modifications or repairs
20. Any final cleaning of facility

Exclusions and Clarifications

1. *In observance of current factory production and material distribution volatilities, Midwest Mechanical can only guarantee the firm pricing and/or lead time estimations (as stated within) for a period of 20 business days from the date of this proposal. As such, any authorizations to proceed which are received beyond this time period may be subject to a revised final contract pricing and/or lead time projection to reflect market conditions at the time of The Customer's acceptance.*

PRICING SUMMARY:

The price for above scope of work and materials is... \$1,677,864 (One million, six hundred, seventy seven thousand, eight hundred, and sixty four dollars)

Terms of Payment:

The terms of payment for this project 25% upon approval, 75% upon completion. Midwest Mechanical looks forward to exceeding your expectations during and after the project. Please feel free to contact me at (630)487-8961 with any questions or concerns.

Best Regards,

Dan Brandolino

Daniel T. Brandolino

Vice President- Public Sector

Approved By: _____

Date: _____

CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by MIDWEST MECHANICAL (“**Seller**”) to Helping Hand Center (“**Buyer**”). The accompanying [quotation/confirmation of sale/invoice] (the “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. In the event of a conflict between the risk-shifting terms contained in these general terms and conditions and in the Sales Confirmation, the terms contained in these general terms and conditions shall control and prevail.
2. Delivery of Goods and Performance of Services. The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location described in the Sales Confirmation (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
3. Shipping Terms. Delivery of the Goods shall be made FOB as set forth in the Sales Confirmation.
4. Title and Risk of Loss. Risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Title passes to Buyer only upon payment for the Goods in full.
5. Buyer’s Acts or Omissions. If Seller’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, representatives, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.
6. Nonconforming Goods. Buyer shall inspect the Goods immediately upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods within 1 day after the Inspection Period and furnishes such written evidence or other documentation as required by Seller.
7. Price. Buyer shall purchase the Goods and Services from Seller at the prices (the “**Price[s]**”) set forth in Seller’s published price list in force as of the date of the Sales Confirmation. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any government.
8. Payment Terms. Buyer shall pay all invoiced amounts due to Seller within 10 days from the date of Seller’s invoice. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise. Buyer shall not leave any of the Goods or Services furnished or installed by Seller in operation until the customer has approved and accepted same and paid Seller the billed Price for such Goods and Services in full.
9. Limited Warranty. Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods (“**Warranty Period**”), that such Goods will materially conform to the specifications set forth in Seller’s published specifications in effect as of the date of manufacture. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. This workmanship warranty will terminate one (1) year from the date Services were performed. **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.** Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 119. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; IN EACH CASE, REGARDLESS OF WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER SHALL HAVE NO LIABILITY TO BUYER (AND BUYER HEREBY WAIVES ALL RIGHTS TO RECOVER FROM SELLER) FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO A THIRD PARTY PRODUCT.** Seller shall not be liable for a breach of the warranties set forth herein unless Buyer gives written notice of the defective Goods or Services to Seller within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect. Seller shall not be liable for a breach of the warranty set forth herein if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller’s instructions; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller. Subject to the limitations herein,

with respect to any such Goods during the warranty period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. Subject to the limitations herein above, with respect to any Services subject to a claim under the warranty set forth herein, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.**

10. Limitation of Liability. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, CLAIMS OF TENANTS, OR CLAIMS OF CLIENTS, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER IN THE IMMEDIATELY PRECEDING ONE (1) YEAR PERIOD.**

11. Insurance. During the term of this Agreement, each party shall, at its own expense, maintain and carry insurance in which includes, but is not limited to, commercial general liability (including product liability and liability covering independent contractors) in reasonable amounts. Buyer shall carry all risk property insurance to the full value of the materials and equipment and name Seller as an additional insured.

12. Indemnification. To the fullest extent permitted by law, Buyer shall indemnify, defend, release, and hold harmless Seller, its affiliates, and its and their respective agents, representatives, contractors and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Services or deliver of Goods hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Buyer, anyone directly or indirectly employed by Buyer, or anyone for whose acts Buyer may be liable, regardless of whether it is caused in part by the negligence of Seller.

13. Termination. In addition to any remedies herein, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms; or (c) becomes insolvent. In addition, if the project to which the Goods and Services relate is paused for a period of thirty (30) days through no act or fault of Seller, Seller may terminate this Agreement and immediately recover from Buyer payment for all work to date and for any proven loss, including reasonable profit and damages.

14. Confidential Information. All information of Seller disclosed by Seller to Buyer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Force Majeure. Seller shall not be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

16. Miscellaneous. This Agreement is governed by laws of the State in which the Goods are delivered and/or the Services are performed. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these terms and is signed by an authorized representative of each party.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature:

Date:
