

ITEM MOT 2015-6142

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
3/17/2015

SUBJECT:	SUBMITTED BY:
Bid - Fire Hydrant Painting	Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for fire hydrant painting to DMD Consultants, Inc. of Mosheim, Tennessee in the amount of \$40,897.50.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

The adopted FY15 budget provides \$41,000 in the Water Fund for this project.

RECOMMENDATION

Approval on the March 17, 2015 consent agenda.

BACKGROUND

The Village paints its 2,776 fire hydrants as part of routine maintenance. Maintaining the protective coating on fire hydrants helps them last longer, improves operability and makes them more aesthetically appealing. For 2015, 665 hydrants are scheduled for painting.

A Request for Bids (RFB) was issued by the Village of Lombard on behalf of the DuPage Municipal Partnering Initiative (MPI), in accordance with the Village's Purchasing Policy. Five other communities took part in this bidding process, and the bid documents require the terms of the agreement be offered for purchases to be made by other municipalities as authorized by the Illinois Governmental Joint Purchasing Act. The unit price received for this contract is \$61.50 per hydrant or 17% less than the price the Village paid in 2014.

The lowest responsive and responsible bidder was DMD Consultants, Inc. of Mosheim, Tennessee. This will be the Village's first contract with DMD Consultants. Positive references for similar work were provided by the communities of Darien, Ft. Meyers, Florida, and Brentwood, Tennessee. Staff recommends award of the contract to DMD Consultants.

ATTACHMENTS

Contract Documents

Municipal Partnership Initiative (MPI) Bid Tabulation

INVITATION FOR BIDS

CFB # 2014-002

BID DOCUMENTS AND SPECIFICATIONS

HYDRANT PAINTING PROGRAM

FOR THE MUNICIPALITIES OF:

**BENSENVILLE, LOMBARD, GLEN ELLYN, WEST CHICAGO, and
WINFIELD**



VILLAGE OF GLEN ELLYN

**PUBLIC WORKS RENO CENTER
30 SOUTH LAMBERT ROAD
GLEN ELLYN, IL 60137**

630.547.5517

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Village of Glen Ellyn Civic Center at 535 Duane Street, Glen Ellyn, IL 60137 until 11:00 a.m. local time on June 30, 2014, and then at said office publicly opened and read aloud for the following:

CFB # 2014-002

**HYDRANT PAINTING PROGRAM
FOR
THE MUNICIPALITIES OF:**

BENSENVILLE, LOMBARD, GLEN ELLYN, WEST CHICAGO, AND WINFIELD

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON JUNE 23, 2014 AT 9:00 AM AT THE GLEN ELLYN PUBLIC WORKS RENO CENTER, 30 SOUTH LAMBERT ROAD, GLEN ELLYN, IL 60137.

Scope of work includes: sandblasting, priming and all prep work required to paint fire hydrants throughout the Municipalities.

Plans, specifications and bid forms may be obtained at GLEN ELLYN PUBLIC WORKS RENO CENTER, 30 SOUTH LAMBERT ROAD, GLEN ELLYN, IL 60137, or by calling 630.547.5517.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Glen Ellyn for not less than five percent (5%) of the total bid amount.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Council.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Glen Ellyn reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: June 10, 2014



Village of Glen Ellyn Public Works Department
 30 South Lambert Road
 Glen Ellyn, IL 60137

SUBMISSION INFORMATION

CFB # 2014-002
BID OPENING DATE: June 30, 2014
TIME: 11:00 A.M. Local Time
LOCATION: Village Hall
 535 Duane Street
 Glen Ellyn, IL 60137

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: DMD Consultants Inc
 Address: 4850 Pates Hill Rd
 City, State, Zip Code: Mosheim, IN 37818

**Fire Hydrant Sandblasting and Painting
 per the specifications identified herein**

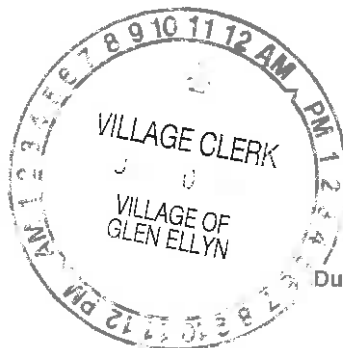
Municipality	U/M	Quantities			Unit Price			Extended Price (2014)
		2014	2015	2016	2014	2015	2016	
Bensenville	EA	0	0	500	61.50	61.50	61.50	0.00
Lombard	EA	514	559	559	61.50	61.50	61.50	31,611.00
Glen Ellyn	EA	300	300	300	61.50	61.50	61.50	18,450.00
West Chicago	EA	500	500	500	61.50	61.50	61.50	30,750.00
Winfield	EA	195	190	190	61.50	61.50	61.50	17,992.50
Total Bid for 2014:								\$ 92,803.50

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED



CFB # 2014-002
 Hydrant Painting

Due: June 30, 2014 – 11:00 AM

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: *Jamie L Durva*
Name: Jamie Durva

Company DMD Consultants Inc

Typed/Printed Name: Jamie L Durva

Date: 6-25-14

Title: Sect / Treasurer

Telephone 561-441-7405

Number: 561-624-3333

E-mail dmdconsultantsinc@gmail.com



GENERAL TERMS AND CONDITIONS**JUNE 2014****1. INTENT**

It is the intent of the Village of Bensenville (BENSENVILLE), the Village of Lombard (LOMBARD), the Village of Glen Ellyn (GLEN ELLYN), the City of West Chicago (WEST CHICAGO), the Village of Winfield (WINFIELD), (collectively, the "Municipalities") to jointly bid hydrant painting, and award these services to a single contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Glen Ellyn is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

2. PRE-BID CONFERENCE

A NON-MANDATORY PRE-BID CONFERENCE will be held on June 23, 2014 at 9:00 a.m. at the VILLAGE OF GLEN ELLYN PUBLIC WORKS RENO CENTER, 30 SOUTH LAMBERT ROAD, GLEN ELLYN, ILLINOIS 60137.

Contractors interested in bidding this work are urged to attend the pre-bid conference. Attendance at this meeting is not mandatory; however, contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

3. BID PRICE

Please submit pricing for the base bid items, which include year one (1) pricing for all work items.

As optional pricing, the Municipalities request fixed pricing for year two (2) and year three (3) hydrant painting bids.

The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the municipality.

4. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Glen Ellyn to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Glen Ellyn will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

5. VOLUME/ESTIMATED QUANTITY

The quantities indicated are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether for more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

6. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each Municipality on a total lump sum for its portion of the base bid. The Municipalities reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Municipalities. The Municipalities further reserves the right to reject any or all bids.

Each year, the individual Municipalities shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

7. **TERM**

The Agreement shall be in effect for one (1) year from date of award. Each Municipality reserves the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor and price identified herein. At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

The Contractor will begin hydrant painting services for the Municipalities in spring/summer of each year. The completion date each year shall be 60 (sixty) days from the NOTICE TO PROCEED from the Municipality. The completion date may be extended for a municipality upon mutual written consent by the municipality and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

8. **CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 8.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality's contract; and
- 8.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor of Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.
- 8.3 Documents required by this section must be received and approved by the municipality before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

9. **MODIFICATIONS**

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the Municipality's Corporate Authorities.

10. **CONTACT WITH VILLAGE PERSONNEL**

All bidders are prohibited from making any contact with the respective Municipalities' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any offer found to have contacted Municipal Personnel in any manner with regard to the request for proposals. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

11. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Municipalities require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and any Municipality, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the Municipality to take appropriate measures to ensure the fairness of the proposal process.

The Village of Glen Ellyn requires all bidders to submit a certification, enclosed with this proposal packet, indicating that the bidders has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all bidders acknowledge and accept that if any Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

12. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Glen Ellyn is the only official source for proposal packages and supporting materials. Registration with the Village of Glen Ellyn is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Glen Ellyn cannot ensure that bidders who obtain proposal packages from sources other than the Village of Glen Ellyn will receive addenda and other notices. All bidders are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Municipalities' discretion, be rejected as non-responsive and/or their proposal disqualified. In such cases, the Village of Glen Ellyn will NOT re-release the project absent extraordinary circumstances.

13. PREVAILING WAGE

All contracts, for work herein are subject to the provisions of Labor Standards Provisions Applicable to Contracts Covering as required under the Illinois Revised Statutes. (1987, Chapter 48, Paragraph 39S-1 et seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed General Wage Decision prior to the date of the contract shall be in force for the duration of the contact.

14. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increase penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

15. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Glen Ellyn's Village Attorney.

16. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

17. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

18. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- A. Bid pricing
- B. Compliance with specifications
- C. Previous Municipality Experience
- D. Submittal compliance
- E. References
- F. Not currently suspended from participation in any Local, State or Federal Projects

19. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Current Suspensions (please use Participation Affidavit provided herein)

20. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Village of Glen Ellyn is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

21. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

22. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Glen Ellyn will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities for the base bid (year one), years two (2) and/or three (3), the Municipalities reserve the right to reject such bid at the discretion of the Village of Glen Ellyn.

23. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

24. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: bobg@glenellyn.org. Questions must be submitted **no later than 4:00 p.m. on June 23, 2014.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village recognizes that in some cases the information conveyed in this CFB may provide an insufficient basis for performing a complete analysis of the CFB requirements. Agencies are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

25. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Glen Ellyn Village Attorney within seven calendar days of the closing time and date. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

The Village of Glen Ellyn's Village Attorney shall decide any disputes concerning a question of fact under this procurement, which is not disposed of by agreement. The decision of the Village of Glen Ellyn's Village Attorney or their duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the consultant shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the consultant shall proceed diligently with the performance of the agreement and in accordance with the decision of the Village of Glen Ellyn's Village Attorney.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

27. RESPONSIVE BID

27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

27.2 Bidders shall promptly notify the Village of Glen Ellyn of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Glen Ellyn shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the CFB, and as otherwise required by the Village of Glen Ellyn, including, but not limited to:

- 100% performance and payment bonds for the project awarded award by other Municipalities
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

29. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 29.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- 29.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.
- 29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$ 1,000,000
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29.5 Contractor agrees that with respect to the above required insurance:

29.5.1 The CGL policy shall be endorsed for the general aggregate to apply on any basis;

29.5.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.5.3 The Contractor's insurance shall be primary in the event of a claim.

29.5.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.5.5 A **Certificate of Insurance** that states **each Municipality** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

29.6 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, each municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.

30. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Bensenville (BENSENVILLE), the Village of Lombard (LOMBARD), the Village of Glen Ellyn (GLEN ELLYN), the City of West Chicago (WEST CHICAGO), the Village of Winfield (WINFIELD), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Municipalities, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

31. CHANGE IN STATUS

The Contractor shall notify each Municipality immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Municipalities shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

32. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost**

increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the municipality prior to execution.

- 32.1 Change Orders shall comply with 720 ILCS 5/33E-9.
- 32.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 32.3 The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- 32.4 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager or other authorized agent.
- 32.5 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- 32.6 A written Change Order must be issued by the affected Municipality's Purchasing Manager or other authorized agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

33. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices for each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipalities. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Bensenville
Director of Public Works
717 Jefferson St.
Bensenville, IL 60106

Village of Lombard
Director of Public Works
1051 Hammerschmidt Ave.
Lombard, IL 60148

Village of Glen Ellyn
Director of Public Works
30 S. Lambert Rd.
Glen Ellyn, IL 60137

City of West Chicago
Director of Public Works
475 Main St.
West Chicago, IL 60185

Village of Winfield
Director of Public Works
27W465 Jewel Rd.
Winfield, IL 60190

34. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Glen Ellyn Invitation for Bids General Terms & Specifications and the Contractor's Bid Response.

35. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in DuPage County.

36. NON-ENFORCEMENT BY THE MUNICIPALITIES

The Consultant shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Municipality, on any one or more occasions, to insist on the consultant's performance or to seek the Consultant's compliance with any one or more of said terms or conditions.

37. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipality.

38. TERMINATION

The Municipalities reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. CONTRACTOR'S LICENSE

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

40. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

LABOR STATUTES, RECORDS AND RATES**CONSTRUCTION CONTRACTS**

for

MUNICIPALITIES - STATE OF ILLINOIS**JUNE 2014**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state or its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is 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, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Municipality by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the municipality or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

SCOPE OF WORK**JUNE 2014****1. PROGRAM OVERVIEW**

The Municipalities own, maintain, and operate their own water systems. The hydrants to be sandblasted represent a variety of makes from manufacturers such as, Eddy, Mueller, Clow, Waterous and Traverse City.

The contractor shall provide all labor, equipment, and materials to sandblast and paint fire hydrants. If necessary, the Municipality will allow contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, to ensure access to the hydrant for the contractor and minimize or eliminate any potential damage to vehicles.

2. SCOPE OF WORK

The contractor shall be responsible for sandblasting and painting selected hydrants. The Municipality will make every effort to identify hydrants for painting that are nearby one another, however the Municipality may require a hydrant outside of the identified area be sandblasted and painted.

3. TECHNICAL SPECIFICATIONS

Hydrants shall be sandblasted and painted in accordance with these specifications.

3.1 Site Preparation and Protection

The contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Municipality will allow contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Municipality 36 hours in advance.

3.2 Sandblasting

The contractor shall remove all paint from fire hydrants leaving the entire metal surface of the hydrant exposed via high pressure air blasts using eco-friendly crushed glass media, or approved equal by the Public Works Director. Any paint remaining on the hydrant shall be removed using a wire brush. The hydrant caps are to remain on during the blasting process. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Municipality immediately.

3.3 Painting

Paint - All material shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the Municipality. The CONTRACTOR shall submit to the Municipality, immediately upon completion of the job, certification from the paint manufacturer indicating that the quantity of each coating purchase was sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations.

Prime coat - Immediately after surface preparation is complete, one coat of primer paint shall be applied to all exposed metal surfaces of the hydrant. All peaks in the surface profile shall be thoroughly coated. Choice of primer will be determined by each individual Municipality. The Municipality shall choose one of the following primers: Rust-Oleum Professional High Performance Primer, Sherwin Williams Kem Bond HS white or gray, or Tnemec Series 37H Chem Prime HS Gray. The primer shall be applied per the manufacturer's specifications for complete coverage.

Top coat - After the primer coat has thoroughly dried, the CONTRACTOR shall apply a top coat to all surfaces to achieve a wet film thickness recommended by the manufacturer. Choice of top coat will be determined by each individual Municipality. The Municipality shall choose one of the following paints for the top coat: Rust-Oleum Professional High Performance Protective Enamel, Sherwin Williams Industrial Urethane Alkyd Enamel, Sherwin Williams Steel-Master 9500, or Tnemec Series 82HS-02SF Versatone. Hydrant colors will be specified by each individual municipality.

2nd Top coat - Apply a second top coat after the manufacturer's recommended drying time to provide complete coverage.

Primer and paint thickness shall be applied according to manufacturer's minimum spreading rate per coat plus 1.0 mils. Wet film thickness shall be measured in accordance with current ATSM D4415-95 "Standard Practice for Measurement of Wet Film Thickness by Notched Gages". Dry film thickness shall be measured in accordance with current SSPC PA2, "Dry Paint Thickness with Magnetic Gauges". If the specified thickness is not obtained, an additional coat(s) of paint shall be applied.

Paint and primer shall be applied evenly to prevent drips. If paint or primer is applied using a spray method, the CONTRACTOR shall not spray hydrants on days when wind exceeds twenty (20) M.P.H., unless a protective enclosure is used.

The CONTRACTOR shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet damp surfaces and shall not be applied in the rain, snow, fog or mist or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat, top coat, or 2nd top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Municipality before use.

3.4 **Site Clean-Up**

The contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

3.5 **Damage to Parkway**

Damage to the parkway caused by the contractor shall be repaired by the contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

4. **SCHEDULING OF WORK**

The contractor shall schedule all work with the Public Works Director or his designee. The sandblasting and painting of most fire hydrants will be done during regular business hours, 7 am to 3 pm. All hydrants identified by the Municipality shall be sandblasted within 60 (sixty) days of NOTICE TO PROCEED.

5. **WORKZONE SAFETY AND PROPERTY PROTECTION**

The contractor shall be responsible for all work zone safety including proper traffic control when necessary. The contractor shall also be responsible for ensuring private property is not damaged while performing the work.

6. **DAMAGE TO PRIVATE PROPERTY**

The contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Municipality).

7. **WARRANTY**

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice by each Municipality. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determine by a Municipality the workmanship is not sufficient to the Municipality's standards, the Contractor shall return and repair to the satisfaction of the Municipality at no additional cost to the Municipality.

Each Municipality shall be the sole determiner of what constitutes *satisfactory workmanship* for their Municipality.

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: City of Bryant, Arkansas
 Address: 1017 S.W. 2nd St
 City, State, Zip Code: Bryant, AR 72022
 Contact Person/
 Telephone Number: 501-943-0469 Russel Kitchens
 Dates of Service/Award
 Amount: \$ 42,000 2018 - Sandblast/Paint

Municipality: Campbell County, Va
 Address: 20644 Timberlake Rd
 City, State, Zip Code: Lynchburg, Va 24502
 Contact Person/Telephone
 Number: Frank Davis Jr. 434-239-8654 ext 104
 Dates of Service/Award
 Amount: \$ 58,000.00 sandblast/paint

Agency: City of Darien, IL
 Address: 1702 Plainfield Rd
 City, State, Zip Code: Darien, IL 60561-5044
 Contact Person/
 Telephone Number: Kris Throm 630-514-3453
 Dates of Service/Award
 Amount: \$ 35,000 2013 Sandblast/Paint

Agency: City of Brentwood, TN
 Address: 5211 Maryland Way
 City, State, Zip Code: Brentwood, TN 37024
 Contact Person/
 Telephone Number: Brian Goss 615-371-0170.
 Dates of Service/Award
 Amount: \$ 12,000 3 year 2013, 2014, 2015 sandblast/
 paint

Agency: City of Ft Myers, FL
 Address: 4200 Dr. Martin Luther King Dr.
 City, State, Zip Code: Ft, Myers, FL 33916
 Contact Person/
 Telephone Number: Richard Moulton 239-321-7594
 Dates of Service/Award
 Amount: \$ 100,000 Paint/Sandblast
 5 year renewable

DISQUALIFICATION OF CERTAIN BIDDERS

(i)

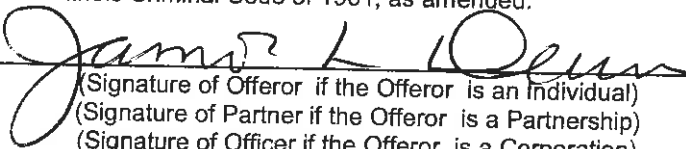
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

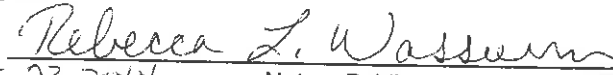
By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



 (Signature of Offeror if the Offeror is an Individual)
 (Signature of Partner if the Offeror is a Partnership)
 (Signature of Officer if the Offeror is a Corporation)

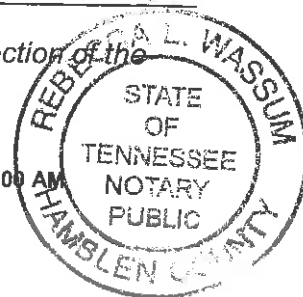
The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 27 day of June, 2014



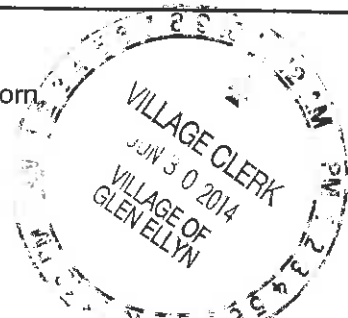
 Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Jamie L. Derrva being first duly sworn,
deposes and says that he is Sect/Treas
(Partner, Officer, Owner, Etc.)
of DMD Consultants Inc
(Contractor)



The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Jamie L. Derrva
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

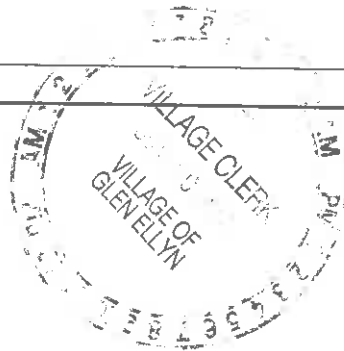
The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 27 day of June, 2014



Rebecca L. Wassum
Notary Public
exp: December 23, 2014

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST



JAMIE L DURRVA, hereby certifies that

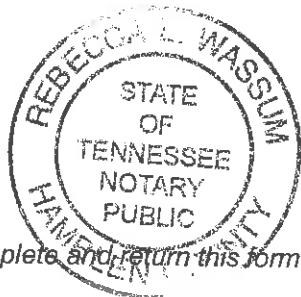
it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Glen Ellyn may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

Jamie L Durva

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 27 day of June, 2014



Rebecca L. Wassum

Notary Public

exp: December 23, 2014

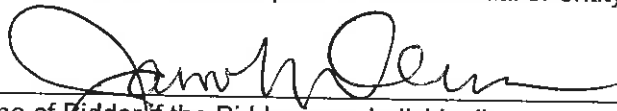
Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

Jamie L Durva, being first duly sworn,

deposes and says that he is Sect / Treas
(Partner, Officer, Owner, Etc.)
of DMD Consultants Inc
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action



(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 27 day of June, 2014



Rebecca L. Wassum
Notary Public

exp: December 23, 2014

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



N/A

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT



Jamie L Durnvas being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is Aect / Inas
(Partner, Officer, Owner, Etc.)
of DMD Consultants Inc
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

Jamie L Durnvas

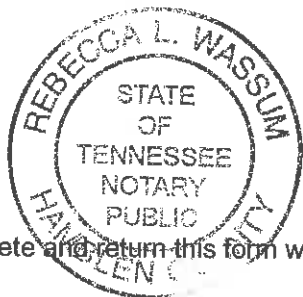
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 27 day of June, 2014

Rebecca L. Wassum
Notary Public

exp: December 23, 2014



Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

**APPENDIX A
AGREEMENT ACCEPTANCE**

**CFB # 2014-002
HYDRANT PAINTING PROGRAM**



ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of *[insert Municipality name]* ("Owner") this _____ day of _____, 20__.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by:

A handwritten signature in black ink, appearing to read "James J. ...". The signature is written over a horizontal line.

Title:

A handwritten title in black ink, appearing to read "Sect / Ins.".

APPENDIX A

AGREEMENT ACCEPTANCE**CFB #2014-002
HYDRANT PAINTING PROGRAM****ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Downers Grove ("Owner") this 17th day of March, 2015.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore, which shall not exceed **\$40,897.50**, and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: _____

Title: _____

CFB#2014-002
Hydrant Painting Contract

Bid Opening Date: June 30, 2014

Bid Opening Time: 11:00 am

Contractor	2014			2015			2016			TOTAL
	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended	
DMD Consultants, Inc.	514	\$ 61.50	\$ 31,611.00	559	\$ 61.50	\$ 34,378.50	559	\$ 61.50	\$ 34,378.50	\$ 100,368.00
Alpha Paintworks, Inc.	514	\$ 85.00	\$ 43,690.00	559	\$ 90.00	\$ 50,310.00	559	\$ 95.00	\$ 53,105.00	\$ 147,105.00
Muscat Painting & Decorating	514	\$ 63.78	\$ 32,782.92	559	\$ 65.69	\$ 36,720.71	559	\$ 67.66	\$ 37,821.94	\$ 107,325.57
Go Painters	514	\$ 57.75	\$ 29,683.50	559	\$ 61.50	\$ 34,378.50	559	\$ 65.20	\$ 36,446.80	\$ 100,508.80