

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
5/10/2016

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

SYNOPSIS

A motion is requested to award a three-year contract for hydrant sandblasting and painting to Continental Construction Co., Inc. of Evanston, Illinois the amount of \$124,100.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

The FY16 budget includes \$41,000 in the Water Fund for this project. The projected cost for 2016 is \$34,800. The contract amounts for years 2 and 3 will be budgeted in FY17 and FY18.

RECOMMENDATION

Approval on the May 10, 2016 consent agenda.

BACKGROUND

The Village owns and operates 2,776 fire hydrants. Maintaining the protective coating on fire hydrants helps them last longer, improves operability and makes them more aesthetically appealing. For 2016, 600 hydrants are scheduled for sandblasting, priming and 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. Six 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 \$58 per hydrant or 22% less than the price the Village paid in 2014 while bidding for this work independently. The unit prices in 2017 and 2018 are \$59 and \$60, respectively.

The lowest responsive and responsible bidder was Continental Construction of Evanston, Illinois. This will be the Village's first contract with Continental Construction. Positive references for similar work were

provided by the Village of Fox River Grove, Winfield Fire Protection District and the Skokie Park District. Staff recommends award of the contract to Continental Construction.

ATTACHMENTS

Contract Documents

Municipal Partnership Initiative (MPI) Bid Tabulation

**THE AMERICAN INSTITUTE OF ARCHITECTS
CCC-0716-BB**

AIA Document A310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that Continental Construction, Co., Inc.

as Principal, hereinafter called the Principal, and **Lincoln Reserve Group**

a surety duly organized under the laws of the U.S. Citizenship as Surety,

hereinafter called the Surety, are held and firmly bound unto **Village of Lombard Public Works Department**

as Obligee, hereinafter called the Obligee (5%), in the sum of: **Twelve Thousand Five Hundred DOLLARS.....**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for: **Hydrant Sandblasting and Painting Program**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and the material furnished in the prosecution thereof, or in the event of failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this Obligation shall be void, otherwise to remain in full force and effect.

Signed and sealed this **1st** day of **April,** **2016**

Continental Construction, Inc.
Principal

Robert D. Anderson
Witness

BY: *Thomas W. Arnd*

LINCOLN RESERVE GROUP
Surety

John J. [Signature]
Witness

Christina Paula

***See Conditions On Back of Escrow Receipt.**



Lincoln Reserve Group

2831 St. Rose Parkway
Suite 249

Henderson, Nevada 89052 USA

Tel: (888) 318-6167 Fax: (888) 599-8645

Email: contracts@lincolnreservegroup.com

Website: www.lincolnreservegroup.com

INSTITUTIONAL ESCROW RECEIPT

Bid Bond No. 09-0301-CCLBB184

BOOK ENTRY FORM

<i>Date of Issue:</i>	<i>April 1, 2016</i>
<i>Bid Bond #:</i>	<i>09-0301-CCLBB122</i>
<i>Owner/Obligee:</i>	<i>Village of Lombard Public Works Department</i>
<i>Project Description:</i>	<i>Hydrant Sandblasting and Painting Program</i>
<i>Contractor:</i>	<i>Continental Construction Co., Inc.</i>
<i>Contract Amount of:</i>	<i>\$250,000.00</i>

Lincoln Reserve Group, with full Institutional Authority and duly organized under the laws of the State of Nevada with offices at 2831 St. Rose Parkway, Suite 249, Henderson, Nevada 89052-4840, hereinafter referred to as the "issuer", for value received, hereby assigns this INSTITUTIONAL ESCROW RECEIPT in the aggregate amount of the original contracted determinant, Two Hundred and Fifty Thousand Dollars & 00/100 ----- Dollars (6250,000.00----) in book entry form to back Personal Guarantee for the above mentioned project, under the criteria and conditions placed on Personal Guarantee until exonerated by the Obligee. By accepting this Personal Guarantee/Escrow Receipt, the owner is exercising their home rule right to accept a Personal Guarantee.

The escrow amount will remain in force until the owner or their designate as the Principal Representative for the Project Owner gives written notification that Personal Guarantee and escrow amount have been exonerated and is no longer at risk. The owner or their designate have full unrestricted authority to file any and all claims against the Personal Guarantee and/or Escrow Receipt.

Issuer, by and with these presents, irrevocably and unconditionally, jointly and severally on and in behalf of all heirs, executors and assigns, covenants and agrees that upon default by the principal, to guarantee all of the obligations of Personal Guarantee on the specific contract referenced above. All losses are due to offset and recovery made and certified by Contract Compliance. All fees for services rendered from Lincoln Reserve Group must be paid in full within thirty (30) days by CB Underwriting, LLC. ("CBU").

Signed this 1st day of April, 2016

By: Christina Bardi
LINCOLN RESERVE GROUP
Contracts
JJ:baj
cc: File

Conditions On Back Of Receipt.

CONDITIONS ON THE GUARANTEE:
Consent of Guarantee is needed for release of final payment and retainage.
All draw checks are to be paid to: Contractor and CBU, Per Directive of Draws. The failure to honor the assignment of claims and funds control management constitutes revocation of the Receipt upon Contract Compliance authorization.
Notice of Claim must be made within 30 days of completion of all sub work & material supply.
All inquires or claims should be sent to: Contract Compliance 13170-B Central Ave. SE PMB #294 Albuquerque, N.M. 87123 Phone # 928-308-2838/Fax # 928-776-1159
The assets pledged as provided in the receipt shall be the only assets available in the event.
By accepting and utilizing this Escrow Receipt, agree that Venue and Jurisdiction Shall be in Bernalillo Co., New Mexico.
PREMIUM MUST BE PAID IN FULL TO CBU WITHIN 30 DAYS OF ISSUANCE OR THE BOND SHALL BE NULL & VOID.
By Acceptance of this Escrow Receipt owner agrees as follows:
1) If said receipt is acceptable for Bid security, then security in substantially same form must be accepted by Owner for payment & performance.
2) If said Receipt is Not Accepted as Security then Escrow Receipt shall be Null & Void AB Initio.
1. Retain-age under the contract shall be ten percent of the total amount paid under each invoice. Retain-age will not be release without the written consent of the Guarantor.
2. Neither the guarantor nor the contractor shall be liable to any subcontractor, supplier, material-man or any other entity/person for the payment of invoices submitted for payment to the contractor until thirty days after owner shall pay contractor for
<i>** Any reference to surety shall mean guarantor.</i>
<i>** Any reference to bond shall mean guarantee.</i>
<i>Any reference to corporate seal shall mean guarantors seal.</i>

INVITATION FOR BIDS

RFB # 2016-001

BID DOCUMENTS AND SPECIFICATIONS

HYDRANT SANDBLASTING AND PAINTING PROGRAM

FOR THE MUNICIPALITIES OF:

**BENSENVILLE, DOWNERS GROVE, LOMBARD, GLEN ELLYN, WEST
CHICAGO, WHEATON, and WINFIELD**



**VILLAGE OF LOMBARD PUBLIC WORKS DEPARTMENT
1051 S. HAMMERSCHMIDT AVENUE
LOMBARD, ILLINOIS 60148
(630) 620-5740**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148 until 11:00 a.m. local time on April 1, 2016, and then at said office publicly opened and read aloud for the following:

**RFB: 2016-001
RFB ON: HYDRANT SANDBLASTING AND PAINTING
FOR
THE MUNICIPALITIES OF:**

**BENSENVILLE, DOWNERS GROVE, LOMBARD, GLEN ELLYN, WEST CHICAGO,
WHEATON, AND WINFIELD**

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

Plans, specifications and bid forms may be obtained at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148, or by calling **(630) 620-5740**.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Lombard for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

All work under this contract shall comply with the Prevailing Wage 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 et seq).

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

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

The Municipalities reserve 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: March 21, 2016
Carl Goldsmith
Director of Public Works

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Carl Goldsmith
Director of Public Works



SCHEDULE OF PRICES

Company Name: Continental Construction Co., Inc.
 Address: 1919 Greenwood St.
 City, State, Zip Code: EVANSTON, IL (60201) 3908

PROJECT

HYDRANT SANDBLASTING AND PAINTING
RFB #2016-001

HYDRANT SANDBLASTING AND PAINTING
 Per the specifications identified herein

Item No.	MUNICIPALITY	U/M	Quantities			Unit Price			Extended Price		
			2016	2017	2018	2016	2017	2018	2016	2017	2018
1	Bensenville	EA	0	650	550	58	59	60	0	38,350	33,000
2	Downers Grove	EA	600	700	800	58	59	60	34,800	41,350	48,000
3	Lombard	EA	800	500	0	58	59	60	46,400	29,500	0
4	Glen Ellyn	EA	575	0	150	58	59	60	33,350	0	9,000
5	West Chicago	EA	500	500	500	58	59	60	29,000	29,500	30,000
6	Wheaton	EA	250	300	300	58	59	60	14,500	17,700	18,000
7	Winfield	EA	300	100	0	58	59	60	17,400	5,900	0
TOTALS By Year		EA	3,025	2,750	2,300	58	59	60	171,050	162,300	138,000

ANNUAL DISCOUNT IF ALLOWED TO STORE AT MUNICIPAL FACILITY

	WILL THE CONTRACTOR UTILIZE SPACE AT A MUNICIPAL FACILITY TO STORE EQUIPMENT OVERNIGHT?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Bensenville	<u>2</u>	%
	Downers Grove	<u>2</u>	%
	Lombard	<u>2</u>	%
	Glen Ellyn	<u>2</u>	%
	West Chicago	<u>2</u>	%

	Wheaton	<u>2</u> %
	Winfield	<u>2</u> %

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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: Thomas W. Andrews

Company Name: Continental Construction Co., Inc.

Typed/Printed Name: Thomas W. Andrews

Date: April 1, 2016

Title: President

Telephone Number: (847) 903-4180

E-mail: Haward@yahoo.com

GENERAL TERMS AND CONDITIONS

March 2016

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 City of Wheaton (WHEATON), and the Village of Winfield (WINFIELD), (collectively, the "Municipalities") to jointly bid hydrant sandblasting and 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 Lombard 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

There will be no pre-bid conference. However, Contractors interested in bidding this work are urged send any questions in writing to Brian Jack, Utilities Superintendent at jackb@villageoflombard.org or to the Village of Lombard Public Works address. Contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

3. BID PRICE

The Municipalities of Bensenville, Lombard, Glen Ellyn, West Chicago, Wheaton, and Winfield request pricing for the base bid of year (1) one and firm/fixed pricing for years (2) two and (3) three for hydrant sandblasting and painting.

Contractor must be able to complete the entire sum of hydrants for all Municipalities within each contract year. Failure may result in non-extension or termination of future contract years.

The Contractor shall identify the discount per municipality if equipment staging is allowed at municipal facilities.

4. 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 on a total lump sum of the base bid (year one only). The Village reserves the right to award multiple years, to award the bid in part or in whole or not award, and/or reject any or all bids, whatever is deemed to be in the best interest of the Municipalities.

Each year, the individual Municipalities shall award their work to the Contractor independently of the other Municipalities 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.

5. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Lombard 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 Lombard will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two 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.

6. VOLUME/ESTIMATED QUANTITY

The quantities identified herein are estimates 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 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.

In the event awarded Contractor (s) is unavailable, the Municipalities reserve the right to use whatever Contractor is available to minimize and/or mitigate damages to their Municipality.

7. **TERM**

The term of the contract shall be for one (1) year from the date of award for the Base Bid Municipalities identified herein, including Emergency Services. The Municipalities reserve the right to renew this contract for two (2) additional one (1) year periods subject to acceptable performance by the Contractor. At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

The Contractor shall begin hydrant sandblasting and 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 each 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 is contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of either municipality to appropriate funds in future contract years.

8. **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 the Municipalities.

9. **CONTACT WITH MUNICIPAL PERSONNEL**

All bidders are prohibited from making any contact with the municipalities' Presidents, Trustees, or any other official or employee of the municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Lombard Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Lombard Village Manager 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.

10. **DOCUMENT OBTAINED FOR OTHER SOURCES**

The Village of Lombard is the only official source for bid packages and supporting materials. Registration with the Village of Lombard is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Lombard cannot ensure that bidders who obtain bid packages from sources other than the Village of Lombard will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Lombard's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village of Lombard will NOT rebid the project absent extraordinary circumstances.

11. **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 Lombard 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 RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- Certificate of insurance naming each additional Municipality as an additional insured

12. RESERVATION OF RIGHTS

Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject, and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

13. 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. Emergency Response Rate and Minimum Call Out Time
- C. Compliance with specifications
- D. Previous Municipality Experience
- E. Submittal compliance
- F. References

14. 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 Municipalities 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.

15. 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 used.

16. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: goldsmithc@villageoflombard.org. Questions are requested prior to the Bid Opening and are required no later than 4:00 p.m. on March 25, 2016.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lombard 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 Municipalities recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard 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.

17. PROTEST PROCEDURE

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

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Purchasing Manager. The decision of the Purchasing Manager or his 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 Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Manager.

18. 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-collision
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit

19. RESPONSIVE BID

20.1 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.

20.2 Bidders shall promptly notify the Village 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.

20. INSURANCE

During the term of the contract, 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 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 Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000

21.2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipments engaged in operations within the scope of this contract;

21.3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and

21.4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.

21.5. Umbrella Coverage - \$2,000,000.00.

- 21.6 Contractor agrees that with respect to the above required insurance:
- 21.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- 21.6.2 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.
- 21.6.3 The Contractor's insurance shall be primary in the event of a claim.
- 21.6.4 **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.
- 21.6.5 A **Certificate of Insurance** that states the **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."**
- 21.7 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Lombard may purchase such insurance coverages and charge the expense thereof to the Contractor.

22. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Bensenville ("BENSENVILLE"), the Village of Glen Ellyn ("GLEN ELLYN"), the Village of Lombard ("LOMBARD"), the City of West Chicago ("WEST CHICAGO"), the City of Wheaton ("WHEATON"), and the Village of Winfield ("WINFIELD") (collectively, "MUNICIPALITIES") which include their representatives, agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, 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 the Village of Bensenville ("BENSENVILLE"), the Village of Glen Ellyn ("GLEN ELLYN"), the Village of Lombard ("LOMBARD"), the City of West Chicago ("WEST CHICAGO"), the City of Wheaton ("WHEATON"), and the Village of Winfield ("WINFIELD") (collectively, "MUNICIPALITIES") (collectively, "Municipalities"), its agents, servants, or employees or any other person indemnified hereafter.

23. CHANGE IN STATUS

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

24. 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 Village of Lombard prior to execution.

24.1 Change Orders shall comply with 720 ILCS 5/33E-9.

24.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

24.3 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.

24.4 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.

24.5 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.

24.6 A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

25. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices to 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 Municipality. 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 S 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

City of Wheaton
Director of Public Works
821 W. Liberty Dr.
Wheaton, IL 60187

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

26. PRECEDENCE

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

27. 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 the Circuit Court of DuPage County, State of Illinois for the Municipalities whose office is in DuPage County, in the Circuit Court of Will County, State of Illinois for the Municipalities whose office is in Will County and in the Circuit Court of Cook County, Illinois for Municipalities whose office is in Cook County.

28. NON-ENFORCEMENT BY THE VILLAGE

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

29. 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 Village.

30. TERMINATION

The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating 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.

31. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

32. MUNICIPALITY CONTRACTOR'S LICENSE

The most responsive and responsible bidder, prior to commencing any work, must have a valid Contractor's License on-file with the respective Municipality's Development Department, if applicable.

33. NON APPROPRIATIONS

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council of the affected Municipality.

34. PROTEST PROCEDURE

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

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village of Lombard Purchasing Manager. The decision of the Village of Lombard Purchasing Manager or his 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 Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Manager.

35. 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 Lombard 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, the right is reserved to reject such bid at the discretion of the Village of Lombard.

36. 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.

37. 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 Municipality. The Auditor General, the Municipality, or any government 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. 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.
- C. 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 a 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.
- D. 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.

38. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Villages Board of Trustees or City Council have accepted said bid.

39. COMPETENCY OF BIDDER

If requested in writing by a municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

40. 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 Lombard 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 Lombard, 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

41. Compliance with Freedom of Information Act

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office no later than five (5) working days after the date of the Village's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

for

MUNICIPALITIES STATE OF ILLINOIS

MARCH 2016

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 of 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>

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: Sherwin Williams Kern 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: 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.

Contractor must be able to complete the entire sum of hydrants for all Municipalities within each contract year. Failure may result in non-extension or termination of future contract years.

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 determined 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.

CONTRACTORS REFERENCES

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

CONTRACTOR INFORMATION

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

- Municipality: Willmet Elementary School - Pump, Lampy & Shut Permeators/Decyckel
 Address: Public School Dist. 501 - 517 Decyckel Rd. Northfield, IL 60065
 City, State, Zip Code: " "
 Contact Person/Telephone Number: Steve Venesio / (847) 878-0201
 Dates of Service/Award Amount: 2010 \$200,000.00
- Municipality: South Barrington Fitness Center / Eco Construction - ATP Enterprise Group
 Address: 900 Central Ave Suite 250
 City, State, Zip Code: Northfield, Illinois 60093
 Contact Person/Telephone Number: Rich Columbus (847) 656-3436
 Dates of Service/Award Amount: November 2015 \$188,000.00
 Agency: Stokie Park District / Stokie Water (playground)
 Address: 9300 Weber Farm Road
 City, State, Zip Code: Stokie, Illinois 60077
 Contact Person/Telephone Number: Mime Red (847) 340-1151
 Dates of Service/Award Amount: 2011 \$58,000.00
- Agency: Winfield Fire Protection District
 Address: 274350 Highlande Road
 City, State, Zip Code: Winfield, Illinois 60190
 Contact Person/Telephone Number: Chief DiMenza (630) 653-5050
 Dates of Service/Award Amount: October 2015 \$30,000.00
- Agency: Village of Fox River Brook / Picnic Brook Park
 Address: 305 Illinois Street
 City, State, Zip Code: Fox River Brook, Illinois 60021
 Contact Person/Telephone Number: John Pease (847) 639-6665
 Dates of Service/Award Amount: May 2015 \$71,215.00

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.

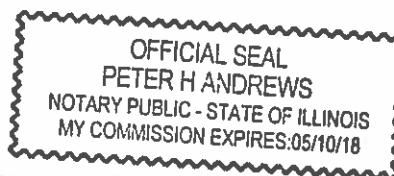
Peter H Andrews
 (Signature of Offeror if the Offeror is an Individual)
 (Signature of Partner if the Offeror is a Partnership)
 (Signature of Officer if the Offeror is a Corporation)

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

Subscribed and Sworn to this 1st day of April, 2016

Peter H Andrews
 Notary Public

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



NON-COLLUSION AFFIDAVIT AND CERTIFICATION STATEMENT

Thomas W. Andrews, being first duly sworn,
deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of Continental Construction Co., Inc.
(Contractor)

By submission of the bid, each bidder and, in the case of a joint bid, each party to the joint bid, certifies as to his or her own organization, that, in connection with the bid:

- a) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;
- b) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition. Also, each bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 1961 [720 ILCS 5/33E-11]; and

Each person signing the bid shall certify that:

He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to subsection (b)(2)(G); or

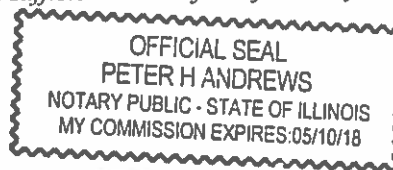
- a) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to subsection (b)(2)(G), and as their agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to subsection (b)(2)(G).

Thomas W. Andrews
(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 1st day of April, 2016

Peter H. Andrews
Notary Public

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



TAX COMPLIANCE AFFIDAVIT

Thomas W. Andrews, being first duly sworn,
deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of Lombard Construction Co., Inc.
(Contractor)

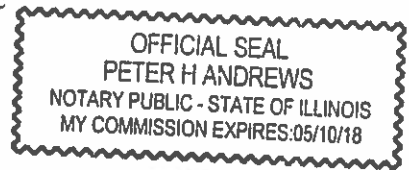
The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Village of Lombard because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, 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

Thomas W. Andrews
(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 1st day of April, 2016

Peter H Andrews
Notary Public



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

PARTICIPATION AFFIDAVIT

Thomas W. Andrews, 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 President
(Partner, Officer, Owner, Etc.)

of Continental Construction Co., Inc.
(Contractor)

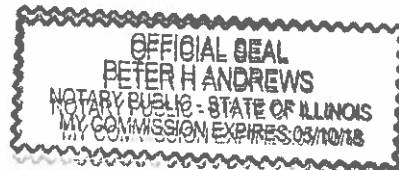
The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended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

Thomas W. Andrews
(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 1st day of April, 2016

Peter H. Andrews
Notary Public



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

RFB#2016-001
Hydrant Sandblasting and Painting Program

Bid Opening Date: April 1, 2016

Bid Opening Time: 11:00 am

Bidder: BP & T Co
800 Northwest Hwy, Suite 100
Mount Prospect, IL 60056

MPI Municipality	2016			2017			2018			TOTAL	Annual Discount for	Total with Discount
	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended			
Bensenville	0	\$ -	\$ -	650	\$ 59.80	\$ 38,870.00	550	\$ 59.80	\$ 32,890.00	\$ 71,760.00	3.00%	\$69,607.20
Downers Grove	600	\$ 65.00	\$ 39,000.00	700	\$ 65.00	\$ 45,500.00	800	\$ 65.00	\$ 52,000.00	\$ 136,500.00	3.00%	\$132,405.00
Lombard	800	\$ 59.80	\$ 47,840.00	500	\$ 59.80	\$ 29,900.00	0	\$ -	\$ -	\$ 77,740.00	3.00%	\$75,407.80
Glen Ellyn	575	\$ 70.10	\$ 40,307.50	0	\$ -	\$ -	150	\$ 70.10	\$ 10,515.00	\$ 50,822.50	3.00%	\$49,297.83
West Chicago	500	\$ 59.80	\$ 29,900.00	500	\$ 59.80	\$ 29,900.00	500	\$ 59.80	\$ 29,900.00	\$ 89,700.00	3.00%	\$87,009.00
Wheaton	250	\$ 70.10	\$ 17,525.00	300	\$ 70.10	\$ 21,030.00	300	\$ 70.10	\$ 21,030.00	\$ 59,585.00	3.00%	\$57,797.45
Winfield	300	\$ 70.10	\$ 21,030.00	100	\$ 70.10	\$ 7,010.00	0	\$ -	\$ -	\$ 28,040.00	3.00%	\$27,198.80
Totals as Read	3025		\$ 195,602.50	2750		\$ 172,260.00	2300		\$ 146,335.00	\$ 514,197.50	3.00%	\$498,771.58
Totals as Corrected						\$ 172,210.00				\$ 514,147.50	3.00%	\$498,723.08

**RFB#2016-001
Hydrant Sandblasting and Painting Program**

Bid Opening Date: April 1, 2016

Bid Opening Time: 11:00 am

Bidder: Continental Construction Company
1919 Greenwood Steet
Evanston, IL 60201-3908

MPI Municipality	2016			2017			2018			TOTAL	Discount for Storage	Total with Discount
	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended			
Bensenville	0	\$ 58.00	\$ -	650	\$ 59.00	\$ 38,350.00	550	\$ 60.00	\$ 33,000.00	\$ 71,350.00	2.00%	\$69,923.00
Downers Grove	600	\$ 58.00	\$ 34,800.00	700	\$ 59.00	\$ 41,300.00	800	\$ 60.00	\$ 48,000.00	\$ 124,100.00	2.00%	\$121,618.00
Lombard	800	\$ 58.00	\$ 46,400.00	500	\$ 59.00	\$ 29,500.00	0	\$ 60.00	\$ -	\$ 75,900.00	2.00%	\$74,382.00
Glen Ellyn	575	\$ 58.00	\$ 33,350.00	0	\$ 59.00	\$ -	150	\$ 60.00	\$ 9,000.00	\$ 42,350.00	2.00%	\$41,503.00
West Chicago	500	\$ 58.00	\$ 29,000.00	500	\$ 59.00	\$ 29,500.00	500	\$ 60.00	\$ 30,000.00	\$ 88,500.00	2.00%	\$86,730.00
Wheaton	250	\$ 58.00	\$ 14,500.00	300	\$ 59.00	\$ 17,700.00	300	\$ 60.00	\$ 18,000.00	\$ 50,200.00	2.00%	\$49,196.00
Winfield	300	\$ 58.00	\$ 17,400.00	100	\$ 59.00	\$ 5,900.00	0	\$ 60.00	\$ -	\$ 23,300.00	2.00%	\$22,834.00
Totals as Read	3025	\$ 58.00	\$ 94,250.00	2750	\$ 59.00	\$ 162,300.00	2300	\$ 60.00	\$ 138,000.00	\$ 394,550.00	2.00%	\$386,659.00
Totals as Corrected			\$ 175,450.00			\$ 162,250.00				\$ 475,700.00	2.00%	\$466,186.00

**RFB#2016-001
Hydrant Sandblasting and Painting Program**

Bid Opening Date: April 1, 2016

Bid Opening Time: 11:00 am

Bidder: Muscat Painting & Decorating
555 Ashland Ave.
East Dundee, IL 60118

MPI Municipality	2016			2017			2018			TOTAL	Discount for Storage	Total with Discount
	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended			
Bensenville	0	\$ 79.50	\$ -	650	\$ 79.75	\$ 51,837.50	550	\$ 79.99	\$ 43,994.50	\$ 95,832.00	1.00%	\$94,873.68
Downers Grove	600	\$ 79.50	\$ 47,700.00	700	\$ 79.75	\$ 55,825.00	800	\$ 79.99	\$ 63,992.00	\$ 167,517.00	1.00%	\$165,841.83
Lombard	800	\$ 79.50	\$ 63,600.00	500	\$ 79.75	\$ 39,875.00	0	\$ 79.99	\$ -	\$ 103,475.00	1.00%	\$102,440.25
Glen Ellyn	575	\$ 79.50	\$ 45,712.50	0	\$ 79.75	\$ -	150	\$ 79.99	\$ 11,998.50	\$ 57,711.00	1.00%	\$57,133.89
West Chicago	500	\$ 79.50	\$ 39,750.00	500	\$ 79.75	\$ 39,875.00	500	\$ 79.99	\$ 39,995.00	\$ 119,620.00	1.00%	\$118,423.80
Wheaton	250	\$ 79.50	\$ 19,875.00	300	\$ 79.75	\$ 23,925.00	300	\$ 79.99	\$ 23,997.00	\$ 67,797.00	1.00%	\$67,119.03
Winfield	300	\$ 79.50	\$ 23,850.00	100	\$ 79.75	\$ 7,975.00	0	\$ 79.99	\$ -	\$ 31,825.00	1.00%	\$31,506.75
Totals as Read	3025	\$ 79.50	\$ 240,487.50	2750	\$ 79.75	\$ 219,336.50	2300	\$ 79.99	\$ 183,977.00	\$ 643,801.00	1.00%	\$637,362.99
Totals as Corrected						\$ 219,312.50				\$ 643,777.00	1.00%	\$637,339.23

RFB#2016-001
Hydrant Sandblasting and Painting Program

Bid Opening Date: April 1, 2016

Bid Opening Time: 11:00 am

Contractor	2016 Price Extended	2017 Price Extended	2018 Price Extended	TOTAL	Total with Storage Discount
Alpha Paintworks, Inc.	\$ 196,625.00	\$ 187,000.00	\$ 163,300.00	\$ 546,925.00	\$544,190.38
BP & T Co	\$ 195,602.50	\$ 172,210.00	\$ 146,335.00	\$ 514,147.50	\$498,723.08
Continental Construction Co.	\$ 175,450.00	\$ 162,250.00	\$ 138,000.00	\$ 475,700.00	\$466,186.00
DMD Consultants, Inc.	\$ 287,375.00	\$ 266,750.00	\$ 227,700.00	\$ 781,825.00	\$781,825.00
Go Painters	\$ 175,450.00	\$ 165,000.00	\$ 147,200.00	\$ 487,650.00	\$482,773.50
Muscat Painting & Decorating	\$ 240,487.50	\$ 219,312.50	\$ 183,977.00	\$ 643,777.00	\$637,339.23

Apparent Low Bidder **Continental Construction Co.**