

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**4/11/2017**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Bid for Fire Hydrant Sandblasting and Painting	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award the second and third year of a three-year contract for fire hydrant sandblasting and painting to Go Painters, Inc. of Maywood, Illinois in the amount of \$93,200.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-2017 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The total amount for FY17 for this contract is \$42,000. The FY17 budget provides \$41,350 in the Water Fund (Page 4-35, Line 18) for this contract.

**RECOMMENDATION**

Approval on the April 11, 2017 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 2017, 700 hydrants are scheduled for sandblasting, priming and painting.

In 2016, 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. The lowest responsive and responsible bidder was Continental Construction of Evanston, Illinois. This was 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 recommended award of the contract to Continental Construction, and Council approved a contract with Continental Construction in 2016.

Continental Construction's performance for the fire hydrant sandblasting and painting contract in 2016 did not meet expectations. They missed scheduled start dates, had poor communication with staff, and eventually started one month after originally scheduled. They also subcontracted out most of the work to the second lowest bidder, Go Painters. In October of 2016, the Village terminated the contract with Continental.

The Village was satisfied with the work Go Painters did last year. Glen Ellyn contracted with Go Painters in 2016 and was satisfied with their performance. The unit price offered by Go Painters is \$60/hydrant for 2017 and \$64/hydrant in 2018, over 12% less than the price the Village paid in 2014 while bidding for this work independently.

**ATTACHMENTS**

Contract Documents

Municipal Partnership Initiative (MPI) Bid Tabulation

# 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

## 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](mailto: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 be used.

## 16. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: [goldsmithc@villageoflombard.org](mailto: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.

24.6A 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



**SCHEDULE OF PRICES**

Company Name: GOPAINTERS INC.

PROJECT

HYDRANT SANDBLASTING  
AND PAINTING  
RFB #2016-001

Address: 500 W 6th Ave

City, State, Zip Code: MAYWOOD IL 60153

**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 <sup>00</sup>	60 <sup>00</sup>	64 <sup>00</sup>	39,000		35,200
2	Downers Grove	EA	600	700	800	58	60	64	34,800	42,000	51,200
3	Lombard	EA	800	500	0	58	60	64	46,400	30,000	
4	Glen Ellyn	EA	575	0	150	58	60	64	33,350		9,600
5	West Chicago	EA	500	500	500	58	60	64	29,000	30,000	32,000
6	Wheaton	EA	250	300	300	58	60	64	14,500	18,000	19,200
7	Winfield	EA	300	100	0	58	60	64	17,400	6,000	
<b>TOTALS By Year</b>		EA	3,025	2,750	2,300				175,150	165,000	147,200

ANNUAL DISCOUNT IF ALLOWED TO STORE AT MUNICIPAL FACILITY		
WILL THE CONTRACTOR UTILIZE SPACE AT A MUNICIPAL FACILITY TO STORE EQUIPMENT OVERNIGHT?	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bensenville	<u>1</u>	%
Downers Grove	<u>2</u>	%
Lombard	<u>1</u>	%
Glen Ellyn	<u>2</u>	%
West Chicago	<u>1</u>	%



	Wheaton	<u>1</u> %
	Winfield	<u>1</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: \_\_\_\_\_

Company Name: GO Painters Inc.

Typed/Printed Name: Jorge Oceguera

Date: 03 / 30 / 2016

Title: President

Telephone Number: 773-799-6890

E-mail: gopainters@gmail.com

14

15

16

17

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.

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/Telephone  
Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

**DISQUALIFICATION OF CERTAIN BIDDERS**

500 N 66<sup>th</sup> ave  
Maywood IL,60153



(773) 799-6590

FAX (708) 582-7582

To: VILLAGE OF LOMBARD

REFERENCES:

VILLAGE OF BLOOMINGDALE  
PROJECT: JUNE 2014 Sandblasting and painting street light poles.  
Cost of project .38,000.  
Around 70 metal poles With same products ,macropoxy and zinc primer  
Location: 201 s Bloomingdale RD. Bloomingdale IL. 60108  
Contact: Jon Nero. 630-886-9227

VILLAGE OF HIGHLAND PARK  
PROJECT: JUNE 2014.Sand blasting and painting .light poles ,benches ,bollards, all amenities by down town .industrial painting  
Project of 79,000  
1150 Half Day Rd, Highland Park IL,60035  
Guadalupe Gonzales, 847-980-2689

VILLAGE OF RIVER FOREST:  
PROJECT: MAY 2014, JUNE 2015  
Sand blasting and painting on fire hydrants, and pump house , industrial finishes  
Project cost 17,800 first year, 11,730 second year  
400 Park Avenue River Forest IL60305  
Mark Janopolous, 708-205-2085



## VILLAGE OF BANNOCKBURN

PROJECT: OCTOBER 2015

Sand blasting and paint on fire hydrants

Project cost 18,600

2275 Telegraph Rd, Bannockburn IL, 60015

David Dewalt 847-478-9700

Steven Bennett 847-344-4490

## VILLAGE OF LAKE ZURICH

PROJECT: JULY, 2015

Sand blast and paint on fire hydrants

Project cost, 18,953

Peter A. Stoehr 847-325-7318

70 East Main st Lake Zurich IL, 60015

## VILAGE OF HAZEL CREST

PROJECT: SEPTEMBER 2013, 2014, 2015

Sand blast and paint fire hydrants

Project cost 13,000 each year

John Baldovin 708-335-9663

John 708-646-3430

300 w 170 pl. Hazel Crest IL, 60429

## VILLAGE OF HINSDALE

Project: 2014 Fire Department and Police Department  
buildings. Fire house on fire department Contact:

Deputy Chief of Administration

Police department Mark Wodka (630) 789-7086

Fire department : Timothy McElroy: 630-789-7067

Email: mwodka@villageofhinsdale.org

Location: Hinsdale Police Department

121 Symonds Drive Hinsdale IL 60521



**CONTRACTOR INFORMATION**

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

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/Telephone  
Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person/

Telephone Number: \_\_\_\_\_

Dates of Service/Award

Amount: \_\_\_\_\_



**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 26 day of March, 2016

  
\_\_\_\_\_  
Notary Public

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

**TAX COMPLIANCE AFFIDAVIT**

Jorge Ocegvera, being first duly sworn,

deposes and says that he is Owner  
(Partner, Officer, Owner, Etc.)

of go painters 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

Jorge Ocegvera  
(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)

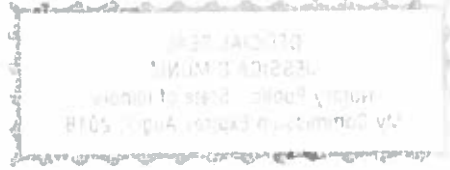
The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 26 day of March, 2016

[Signature]  
Notary Public



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



**NON-COLLUSION AFFIDAVIT AND CERTIFICATION STATEMENT**

Jorge Ocegvera, being first duly sworn,  
deposes and says that he is owner  
(Partner, Officer, Owner, Etc.)  
of go painters 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:

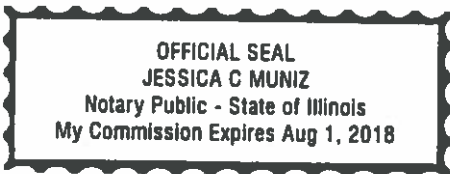
He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to subsection (b)(2)(G); or

- 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 also 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).

Jorge Ocegvera

(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 26 day of March, 2016



[Signature]  
Notary Public

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

**APPENDIX A  
AGREEMENT ACCEPTANCE**

**RFB #2016-001  
HYDRANT SANDBLASTING AND PAINTING**

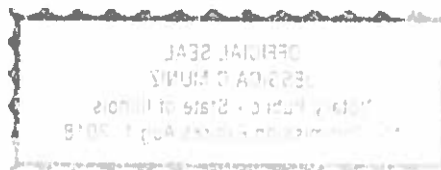
**ACCEPTANCE**

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:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**PARTICIPATION AFFIDAVIT**

Jorge Ocegvera, 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 Owner  
(Partner, Officer, Owner, Etc.)

of GO painters 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.

Jorge Ocegvera  
(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 26 day of March, 2016



[Signature]  
Notary Public


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

**APPENDIX B  
NATIONAL SECURITY/USA PATRIOT ACT**

**RFB #2016-001**

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Lombard that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the Village of Lombard that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Gopainters Inc.   
CONTRACTOR

03/30/2016

Date



# CNA SURETY

## Bid Bond

Bond No. 71769242

**CONTRACTOR:**  
*(Name, legal status and address)*

GO Painters, Inc.  
500 North 6th Avenue  
Maywood, IL 60153

**SURETY:** Western Surety Company: South Dakota Corporation  
*(Name, legal status and principal place of business)*

333 S. Wabash Avenue  
41st Floor  
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
*(Name, legal status and address)*

Village of Lombard  
1051 S. Hammerschmidt Avenue  
Lombard, IL 60148

**BOND AMOUNT:** 5% of Bid Amount

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

RFB # 2016-001 Hydrant Sandblasting and Painting Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

*(Witness)*



*(Witness)*

GO Painters, Inc.  
*(Principal)* *(Seal)*

*(Title)*  
Western Surety Company  
*(Surety)*  *(Seal)*

*(Title)* John D. Weisbro, Attorney-In-Fact

## Bid Bond

## Instructions

### GENERAL INFORMATION

**Purpose.** AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

**Related Documents.** A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

**Use of Non-AIA Forms.** AIA Document A310 may be used with any appropriate AIA or non-AIA document. **CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.**

### USING A310—2010

**Modifications.** Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

**Identification of the Parties.** The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

**Bond Amount.** The dollar amount of the bond should be provided in both written and numerical form.

**Project Description.** The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

**Execution of the Bond.** The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2014**

ASSETS

Bonds	\$1,824,951,414
Stocks	23,975,582
Cash, cash equivalents, and short-term investments	51,536,164
Investment income due and accrued	22,267,675
Premiums and considerations	41,696,249
Amounts recoverable from reinsurers	(11,221,508)
Federal and foreign income taxes recoverable	7,401,709
Net deferred tax asset	20,261,713
Receivable from parent, subsidiaries, and affiliates	17,380,167
Other assets	3,799
Total Assets	<u>\$1,998,252,964</u>

LIABILITIES AND SURPLUS

Losses	\$302,997,505
Reinsurance payable on paid losses and loss adjustment expenses	(15,267,712)
Loss adjustment expense	64,134,995
Contingent and other commissions payable	6,099,306
Unearned premiums	259,011,845
Advance premiums	5,321,610
Payable to parent, subsidiaries and affiliates	107,843
Other liabilities	7,821,458
Total Liabilities	<u>\$630,226,850</u>

Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,083,954,277
Surplus as regards policyholders	<u>\$1,368,026,114</u>
Total Liabilities and Capital	<u>\$1,998,252,964</u>

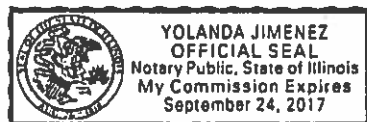
I, Peter Dacy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company  
 By *Peter Dacy*  
 Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2015.

My commission expires:



*Yolanda Jimenez*  
 Notary Public

11/15/17

11/15/17

11/15/17

11/15/17

11/15/17

11/15/17

11/15/17





# POWER OF ATTORNEY

Know All Men by These Presents:

(Irrevocable)

No. SP- 43401061

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
JOHN D WEISBROT	PATRICIA A TINSMAN

in the City of PIPERSVILLE, State of PENNSYLVANIA, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

**ONE CONTRACT SURETY: BID, PERFORMANCE AND PAYMENT BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (\*\*1,000,000.00).**

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of MARCH 31 2021, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force. ~~to-wit:~~ Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 12th day of November, 2012.

WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss.

By Paul T. Bruflat  
Vice President

On this 12th day of November, in the year 2012, before me, a Notary Public, personally appeared Paul T. Bruflat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. Petrik

Notary Public, South Dakota



My Commission Expires August 11, 2016

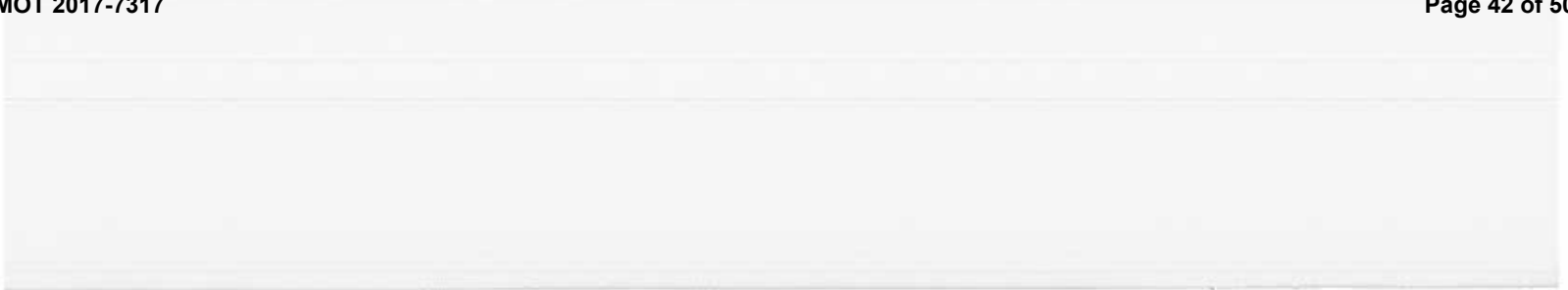
I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this \* 1st day of April, 2016

WESTERN SURETY COMPANY

By Paul T. Bruflat  
Vice President

**\*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**



10/10/17

10/10/17

10/10/17

**CONTRACT ACCEPTANCE****RFB #2016-001  
HYDRANT PAINTING PROJECT**

The Contract/Bid submitted by Go Painters, which is 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 \_\_\_\_\_ day of \_\_\_\_\_, **2017**.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work for 2017 and 2018 and the compensation therefore, which shall not exceed \$41,350.00 for 2017 and \$51,200.00 for 2018, 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/Bid . 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/Bid."

Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.

By: \_\_\_\_\_

Title: \_\_\_\_\_



**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
<b>Totals as Read</b>	3025		\$ 195,602.50	2750		\$ 172,260.00	2300		\$ 146,335.00	\$ 514,197.50	3.00%	\$498,771.58
<b>Totals as Corrected</b>						\$ 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
<b>Totals as Read</b>	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
<b>Totals as Corrected</b>			\$ 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
<b>Totals as Read</b>	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
<b>Totals as Corrected</b>						\$ 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**

<b>Contractor</b>	<b>2016 Price Extended</b>	<b>2017 Price Extended</b>	<b>2018 Price Extended</b>	<b>TOTAL</b>	<b>Total with Storage Discount</b>
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
<b>Continental Construction Co.</b>	<b>\$ 175,450.00</b>	<b>\$ 162,250.00</b>	<b>\$ 138,000.00</b>	<b>\$ 475,700.00</b>	<b>\$466,186.00</b>
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

<b>Apparent Low Bidder</b>	<b>Continental Construction Co.</b>
----------------------------	-------------------------------------