

VILLAGE OF DOWNERS GROVE
Report for the Village
5/14/2019

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

SYNOPSIS

A motion is requested to award a three year contract for hydrant sandblasting and painting to Go Painters Inc. of Maywood, Illinois the amount of \$214,800.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The total amount for FY19 for this contract is \$54,000. The FY19 budget provides \$41,350 in the Water Fund (Page 4-35, Line 18) for this contract. Sufficient budget authority and fund balance exists in the Water Fund to proceed with this work at the contract amount.

RECOMMENDATION

Approval on the May 14, 2019 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 2019, 600 hydrants are scheduled to be for sandblasting, priming and painting.

An Invitation for Bids (IFB) was issued by the Village of Lisle on behalf of the DuPage Municipal Partnering Initiative (MPI), in accordance with the Village's Purchasing Policy. Ten other communities took part in this bidding process, and the bid documents require the terms of the agreement be offered for purchases to be made by other municipalities as authorized by the Illinois Governmental Joint Purchasing Act. The unit price received for this contract is \$90 per hydrant in 2019.

The lowest responsive and responsible bidder was Go Painters Inc. of Maywood, Illinois. This will be the Village's second contract with Go Painters. Positive references for similar work were provided by the Village of Lombard, the Village of Roselle, the Village of River Forest and the Village of Lisle. Staff recommends award of the contract to Go Painters, Inc.

ATTACHMENTS

Contract Documents
Municipal Partnership Initiative (MPI) Bid Tabulation
Contractor Evaluation

INVITATION FOR BIDS

#1287

BID DOCUMENTS AND SPECIFICATIONS

HYDRANT SANDBLASTING AND PAINTING PROGRAM

FOR THE MUNICIPALITIES OF:

LISLE ,BURR RIDGE, DARIEN, DOWNERS GROVE, GLEN ELLYN,
HINSDALE, LOMBARD, ROSELLE, WILLOWBROOK, WOODRIDGE and
COUNTY OF DUPAGE



VILLAGE OF LISLE
925 Burlington Avenue
Lisle, IL 60532
(630) 271-4100



Village of Lisle Public Works Department
 925 Burlington Avenue
 Lisle, IL 60532

SCHEDULE OF PRICES

Project: Hydrant Sandblasting and Painting

Company Name: GO PAINTERS INC.
 Address: 500 N. 6Th AVENUE
 City, State, Zip Code: MAYWOOD IL.60153

Hydrant Sandblasting and Painting Per the specifications identified herein

| Municipality | Quantities | | | Unit Price | | | Extended Price | | | |
|------------------|-------------|-------------|-------------|--|---------|---------|----------------|---|------|--|
| | 2019 | 2020 | 2021 | 2019 | 2020 | 2021 | 2019 | 2020 | 2021 | |
| Lisle | 325 | 325 | 325 | Unit Price(s) Extended to all Participating Municipalities | \$90.00 | \$93.00 | \$96.00 | Extended Price(s) based on Total Estimated Quantities | | |
| Burr Ridge | 60 | 300 | 300 | | | | | | | |
| Darien | 0 | 750 | 750 | | | | | | | |
| Downers Grove | 600 | 800 | 900 | | | | | | | |
| Glen Ellyn | 0 | 200 | 200 | | | | | | | |
| Hinsdale | 156 | 71 | 71 | | | | | | | |
| Lombard | 40 | 0 | 0 | | | | | | | |
| Roselle | 375 | 0 | 0 | | | | | | | |
| Willowbrook | 650 | 0 | 0 | | | | | | | |
| Woodridge | 275 | 275 | 275 | | | | | | | |
| County of DuPage | 350 | 250 | 200 | | | | | | | |
| Total | 2831 | 2971 | 3021 | | | | | | | |

ANNUAL DISCOUNT IF ALLOWED TO STORE AT MUNICIPAL FACILITY

| | | |
|--|---|---------------------------------------|
| WILL THE CONTRACTOR UTILIZE SPACE AT A MUNICIPAL FACILITY TO STORE EQUIPMENT OVERNIGHT? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Discount extended to Municipalities | 2 % | |

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

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 E OCEGUERA

Date: 04/22/2019

Title: PRESIDENT

Telephone Number: 773-799-6590

E-mail: gopainters@gmail.com

GENERAL TERMS AND CONDITIONS**APRIL 2019****1. INTENT**

It is the intent of the Village of Lisle (LISLE), the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Roselle (ROSELLE), the Village of Willowbrook (WILLOWBROOK) and the Village of Woodridge (WOODRIDGE) (collectively, the "Municipalities") to jointly bid hydrant painting, and award these services to a single contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Lisle is conducting the bidding process on behalf of the Municipalities. Each City, County, 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 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 / QUESTIONS

2.1 There will be no pre-bid conference.

2.2 Any and all questions concerning this bid must be submitted in writing, no later than 5 business days before the bid deadline, to Joe Catalano at procurement@villageoflisle.org or to the Village of Lisle Village Hall address.

3. BID PRICE

The Municipalities of Lisle, Burr Ridge, Darien, Downers Grove, Glen Ellyn, Hinsdale, Lombard, Roselle, Willowbrook, Woodridge, and the County of DuPage 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, which shall be extended to each municipality on percent basis, if equipment staging is allowed at municipal facility(ies).

4. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Lisle 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 Lisle 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.

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

5. VOLUME/ESTIMATED QUANTITY

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

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

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.

6. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Village of Lisle customer service counter located at 925 Burlington Ave. Lisle, IL 60532 until 11:00 a.m. local time on **TUESDAY, APRIL 23, 2019**, and then publicly opened and read aloud in the Village Hall Board Room for the following:

1287

**HYDRANT SANDBLASTING AND PAINTING
FOR
THE MUNICIPALITIES OF:**

**LISLE, BURR RIDGE, DARIEN, DOWNERS GROVE, GLEN ELLYN, HINSDALE, LOMBARD, ROSELLE,
WILLOWBROOK, WOODRIDGE AND COUNTY OF DUPAGE ("MUNICIPALITIES")**

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

Plans, specifications and bid forms is available for download at www.villageoflisle.org/bids.aspx or www.demandstar.com.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Lisle 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 Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and the Employment of Illinois Works 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 reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Joe Catalano
Procurement Services Manager
April 2, 2019

financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made based on a Total Extended Price for all Municipalities (year one only) exclusive of any discounts. 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.

7. TERM

The term of the contract shall be for one (1) year from 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 shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

8. MODIFICATIONS

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

9. CONTACT WITH MUNICIPAL PERSONNEL

All bidders are prohibited from making any contact with the respective 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 respective City/Village Manager or Administrator reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

10. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Lisle is the only official source for proposal packages and supporting materials. Registration with the Village of Lisle is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Lisle cannot ensure that bidders who obtain bid packages from sources other than the Village of Lisle 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 Lisle's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village of Lisle 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 Lisle 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 bid documents, and as otherwise required by the Village of Lisle, including, but not limited to:

- 100% performance and payment bonds for the project(s) awarded by other Municipalities prior to beginning work (if applicable).
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

12. RESERVATION OF RIGHTS / BONDS

12.1 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.

12.2 Each Municipality reserves the right to, prior to commencing any work, require a Performance Bond and/or a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the individual Municipality, from a surety company acceptable to the individual Municipality, each in the penal sum of the work authorized by the individual Municipality.

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: procurement@villageoflisle.org in accordance with Section 2 of this document.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lisle 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 recognize that in some cases the information conveyed in this bid document may provide an insufficient basis for performing a complete analysis of the bid requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lisle 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 Procurement Services 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 Procurement Services Manager. The decision of the Procurement Services 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 Procurement Services 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-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit

19. RESPONSIVE BID

19.1 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.

19.2 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

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

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

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

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

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|-----------------------|--------------|
| Each Occurrence Limit | \$ 1,000,000 |
|-----------------------|--------------|

- 20.5 Contractor agrees that with respect to the above required insurance:

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

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

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

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

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

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

21. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Lisle (LISLE), the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Roselle (ROSELLE), the Village of Willowbrook (WILLOWBROOK) and the Village

of Woodridge (WOODRIDGE) (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 Lisle (LISLE), the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Roselle (ROSELLE), the Village of Willowbrook (WILLOWBROOK) and the Village of Woodridge (WOODRIDGE) (collectively, "MUNICIPALITIES"), its agents, servants, or employees or any other person indemnified hereafter.

22. CHANGE IN STATUS

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

23. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change Orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Municipality prior to execution.

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

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

23.3 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.

23.4 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Municipality. (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.

23.5 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.

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

24. INVOICES, PAYMENTS, AND QUANTITIES

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

Invoices shall be delivered to:

Village of Lisle
 Director of Public Works
 925 Burlington Avenue
 Lisle, IL 60532

Village of Burr Ridge
 Director of Public Works
 7660 County Line Road
 Burr Ridge, IL 60527

City of Darien
 Director of Public Works
 1702 Plainfield Road
 Darien IL 60561

Village of Downers Grove
 Director of Public Works
 5101 Walnut Ave.
 Downers Grove, IL 60515

County of DuPage
 Director of Public Works
 421 N. County Farm Rd
 Wheaton, IL 60187

Village of Glen Ellyn
 Director of Public Works
 535 Duane Street
 Glen Ellyn, IL 60137

Village of Hinsdale
 Director of Public Works
 19 E. Chicago Avenue
 Hinsdale, IL 60521

Village of Lombard
 Director of Public Works
 255 E. Wilson Avenue
 Lombard, IL 60148

Village of Roselle
 Director of Public Works
 31 S. Prospect Street
 Roselle, IL 60172

Village of Willowbrook
 Director of Public Works
 835 Midway Drive
 Willowbrook, IL 60527

Village of Woodridge
 Director of Public Works
 5 Plaza Drive
 Woodridge, IL 60517

25. PRECEDENCE

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

26. 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.

27. 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 or any of the Municipalities, 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.

28. INDEPENDENT CONTRACTOR

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

29. TERMINATION

The Municipalities reserves 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.

30. 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.

31. 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 and be in "good standing" with bidder's respective State licensing agency, if applicable.

32. NON APPROPRIATION

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.

33. 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 Lisle 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 Lisle.

34. 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.

35. 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, 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 the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- 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.

36. 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.

37. 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.

38. ADMINISTRATIVE PROCEEDINGS / LITIGATION

If applicable, bidder shall list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. List all unsatisfied liens against the Bidder. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

The Village may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The Village reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

39. REFERENCES

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. 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 a Municipality, copies of any and all such documents when directed to do so by the Municipality. All such documents shall be delivered to the respective Municipality's Clerk's Office no later than five (5) working days after the date of the Municipality'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 Municipality to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Municipality.

LABOR STATUTES, RECORDS AND RATES CONSTRUCTION CONTRACTS for

MUNICIPALITIES - STATE OF ILLINOIS

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:

- 1.1 Equal Employment Opportunity:
 - 1.2 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."
 - 1.3 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state or its units of local government and school districts."
 - 1.4 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."
 - 1.5 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
- 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 Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. 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 term(s). 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 Village by the fifteenth 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, among other data, each worker's name, address, telephone number, last four digits of the worker's 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:

<https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2>.

SCOPE OF WORK

April 2019

1. PROGRAM OVERVIEW

The Municipalities own, maintain, and operate their own water systems. The hydrants to be sandblasted and painted 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 Kem Bond HS white or gray, or Tnemec Series 37H Chem Prime HS Gray. The primer shall be applied per the manufacturer's specifications for complete coverage.

Top coat- After the primer coat has thoroughly dried; the CONTRACTOR shall apply a top coat to all surfaces to achieve a wet film thickness recommended by the manufacturer. Choice of top coat will be determined by each individual Municipality. The Municipality shall choose one of the following paints for the top coat: 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/her 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 and painted within 60 (sixty) days of NOTICE TO PROCEED

5. **WORKZONE SAFETY AND PROPERTY PROTECTION**

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

6. **DAMAGE TO PRIVATE PROPERTY**

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

7. **WARRANTY**

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

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

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

| |
|------------------------------|
| CONTRACTOR REFERENCES |
|------------------------------|

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

Municipality: Village of Lombard
 Address: 255 E. Wilson Avenue
 City, State, Zip Code: Lombard, IL 60148
 Contact Person/
 Telephone Number: BRIAN M. JACK 630-620-5709
 Dates of Service/Award
 Amount: SUMMER 2016 & 2017. \$30,000.00 \$32,000.00

Municipality: Village of Roselle
 Address: 31 S. Prospect Street
 City, State, Zip Code: Roselle, IL 60172
 Contact Person/Telephone
 Number: Mike Schulz 630- 547-5517
 Dates of Service/Award
 Amount: SUMMER 207 & 2018 \$31,000.00 \$31,500.00

Agency: V ILLAGE OF DOWNERS GROVE IL.
 Address: 5101 Walnut Avenue
 City, State, Zip Code: Downers Grove IL. 60515
 Contact Person/
 Telephone Number: DAVID MOODY (630)434-5495
 Dates of Service/Award
 Amount: SUMMER 2016. 2017 & 2018 \$31,000.00 \$31,500.00 \$51,200.00

Agency: VILLAGE OF LISLE
 Address: 925 BURLINGTON AVE.
 City, State, Zip Code: LISLE IL. 60532
 Contact Person/
 Telephone Number: JOE CATALANO 630-271-4134
 Dates of Service/Award
 Amount: SUMMER 2017 & 2018. \$19,500.00 \$23,360.00

Agency: VILLAGE OF RIVER FOREST
 Address: 400 Park Avenue
 City, State, Zip Code: River Forest IL60305
 Contact Person/
 Telephone Number: Mark Janopolous.708-205-2085
 Dates of Service/Award
 Amount: SUMMER 2016 & 2017. \$18,000.00 \$20,000.00

DISQUALIFICATION OF CERTAIN BIDDERS

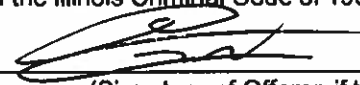
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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 subsections (A) through (G) 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 (G) above.

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

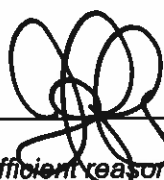
By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



 (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)

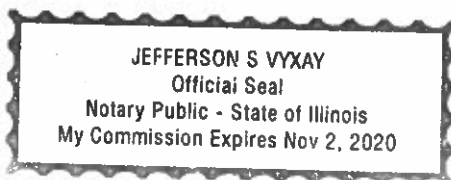
The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 23rd day of April, 2019



 Notary Public

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



ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Jorge Ocegvera, being first duly sworn,

deposes and says that he/she 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;

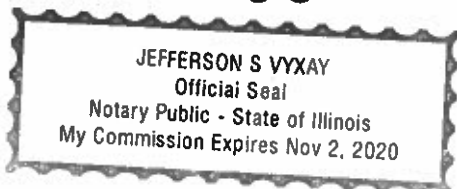
b) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and

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 or

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 a sworn to before a notary public.
Subscribed and Sworn to this 23rd day of April, 2019



[Signature]
Notary Public

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

CONFLICT OF INTEREST

GO Painters Inc. Jorge Acguera, hereby certifies that

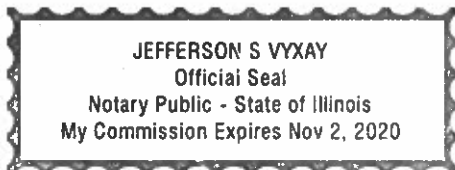
it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

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

Jorge Acguera

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

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 23rd day of April, 2019



[Signature]

Notary Public

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

TAX COMPLIANCE AFFIDAVIT

Jorge Ocegvera, being first duly sworn,

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

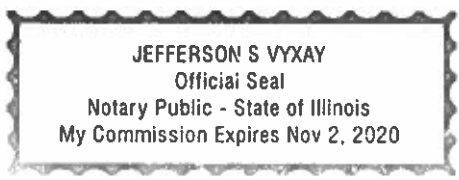
of Go Painters Inc.
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with any of the Municipalities 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 a 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 23rd day of April, 2019



[Signature]
Notary Public

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

PARTICIPATION AFFIDAVIT

Jorge Oreguera, 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/she is Owner
(Partner, Officer, Owner, Etc.)

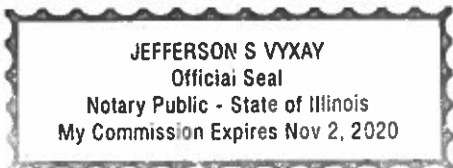
of go Painters inc.
(Contractor)

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 Oreguera
(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 23rd day of April, 2019



[Handwritten Signature]

Notary Public

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

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

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

Services provided by Sub-Contractor: _____

.....

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

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

Services provided by Sub-Contractor: _____

.....

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

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

Services provided by Sub-Contractor: _____

**APPENDIX A
AGREEMENT ACCEPTANCE**

HYDRANT SANDBLASTING AND PAINTING PROGRAM

ACCEPTANCE

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

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

By: _____

Title: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid Bond

Bond No. BID

CONTRACTOR:

(Name, legal status and address)

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

SURETY: Philadelphia Indemnity Insurance Company: Pennsylvania Corporation

(Name, legal status and principal place of business)

One Bala Plaza
Suite 100
Bala Cynwyd, PA 19004-1403

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 Lisle
925 Burlington Avenue
Lisle, IL 60532

BOND AMOUNT: 5% of Bid Amount

PROJECT:

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

#1287 - 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 23rd day of April, 2019

GO Painters, Inc.

(Principal)

(Seal)

(Witness)

(Witness)

(Title)

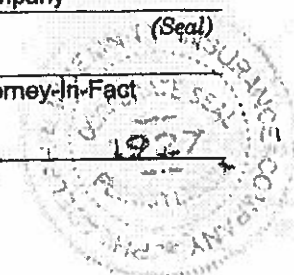
Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

(Title)

John D. Welsbrot, Attorney-in-Fact



9269

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, PATRICIA A. TINSMAN, MELISSA L. MCDADE OR STEVEN M. YARGA its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of April, 2019



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

**Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)**

| | As of December 31, | |
|---|---------------------|---------------------|
| | 2017 | 2016 |
| Admitted Assets | | |
| Bonds (fair value \$6,911,411 and \$6,366,973) | \$ 6,708,174 | \$ 6,256,540 |
| Preferred stocks (fair value \$50,134 and \$61,596) | 48,537 | 60,425 |
| Common stocks (cost \$31,965 and \$73,723) | 33,817 | 71,273 |
| Mortgage loans | 400,590 | 358,530 |
| Real estate | 3,294 | 3,518 |
| Other invested assets (cost \$234,382 and \$210,393) | 240,475 | 216,318 |
| Receivables for securities | 399 | 2,527 |
| Cash, cash equivalents and short-term investments | 140,468 | 44,778 |
| Cash and invested assets | <u>7,575,754</u> | <u>7,013,909</u> |
| Premiums receivable, agents' balances and other receivables | 831,770 | 781,505 |
| Reinsurance receivable on paid losses | 33,955 | 23,669 |
| Accrued investment income | 86,998 | 77,957 |
| Receivable from affiliates | 6,611 | 5,883 |
| Federal income taxes receivable | 4,869 | - |
| Net deferred tax asset | 113,125 | 177,984 |
| Other assets | 89 | 93 |
| Total admitted assets | <u>\$ 8,653,171</u> | <u>\$ 8,081,000</u> |

Liabilities and Capital and Surplus

| | | |
|---|---------------------|---------------------|
| Liabilities: | | |
| Net unpaid losses and loss adjustment expenses | \$ 4,263,696 | \$ 3,856,578 |
| Net unearned premiums | 1,533,201 | 1,449,732 |
| Reinsurance payable on paid loss and loss adjustment expenses | 23,933 | 13,357 |
| Ceded reinsurance premiums payable | 80,592 | 72,331 |
| Commissions payable, contingent commissions and other similar charges | 225,361 | 249,225 |
| Federal income taxes payable | - | 13,273 |
| Accrued expenses and other liabilities | 117,799 | 92,865 |
| Payable to affiliates | 10,761 | 12,467 |
| Provision for reinsurance | 1 | 642 |
| Payable for purchased securities | 81,458 | 49,033 |
| Total liabilities | <u>\$ 6,336,802</u> | <u>\$ 5,809,503</u> |

Capital:

| | | |
|---|-------|-------|
| Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding | 4,500 | 4,500 |
|---|-------|-------|

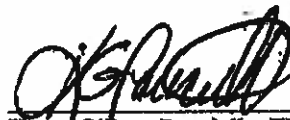
Surplus:

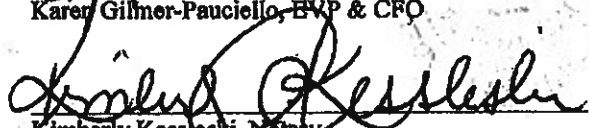
| | | |
|---|---------------------|---------------------|
| Gross paid-in and contributed surplus | 386,071 | 386,071 |
| Unassigned surplus | 1,925,798 | 1,880,926 |
| Total surplus | <u>2,311,869</u> | <u>2,266,997</u> |
| Total capital and surplus | <u>2,316,369</u> | <u>2,271,497</u> |
| Total liabilities and capital and surplus | <u>\$ 8,653,171</u> | <u>\$ 8,081,000</u> |

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Karen Gilmer-Pauciello, EVP & CFO


Kimberly Kessleski, Notary

Sworn to before me this 6th day of June 2018.

BID TABULATION

ITB 1287 - HYDRANT SANDBLASTING AND PAINTING PROGRAM

4/23/2019

| Municipality | Quantities | | | Go Painters Inc. | | | | | | Muscat Painting & Decorating | | | | | |
|------------------|--------------|--------------|--------------|------------------|--------------|--------------|-------------------|-------------------|-------------------|------------------------------|--------------|---------------|-------------------|-------------------|-------------------|
| | | | | Maywood | | | IL | | | East Dundee | | | IL | | |
| | | | | Unit Price | | | Extended Price | | | Unit Price | | | Extended Price | | |
| | 2019 | 2020 | 2021 | 2019 | 2020 | 2021 | 2019 | 2020 | 2021 | 2019 | 2020 | 2021 | 2019 | 2020 | 2021 |
| Lisle | 325 | 325 | 325 | | | | | | | | | | | | |
| Burr Ridge | 60 | 300 | 300 | | | | | | | | | | | | |
| Darien | 0 | 750 | 750 | | | | | | | | | | | | |
| Downers Grove | 600 | 800 | 900 | | | | | | | | | | | | |
| Glen Ellyn | 0 | 200 | 200 | | | | | | | | | | | | |
| Hinsdale | 156 | 71 | 71 | | | | | | | | | | | | |
| Lombard | 40 | 0 | 0 | | | | | | | | | | | | |
| Roselle | 375 | 0 | 0 | | | | | | | | | | | | |
| Willowbrook | 650 | 0 | 0 | | | | | | | | | | | | |
| Woodridge | 275 | 275 | 275 | | | | | | | | | | | | |
| County of DuPage | 350 | 250 | 200 | | | | | | | | | | | | |
| Total | 2,831 | 2,971 | 3,021 | 90.00 | 93.00 | 96.00 | 254,790.00 | 276,303.00 | 290,016.00 | 97.39 | 99.82 | 102.31 | 275,711.09 | 296,565.22 | 309,078.51 |



Village of Downers Grove

Contractor Evaluation

Contractor: Go Painters

Project: Fire Hydrant Painting, years 2 & 3 of 3-year MPI contract

Primary Contact: Jorge Ocegüera Phone: 773-799-6590

Time Period: Summer 2017 and Summer 2018

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: Fire Hydrant painting was completed on time

Change Orders (attach information if needed): None

Difficulties / Positives: Go Painters painted 700 fire hydrants in the summer of 2017, and 800 fire hydrants in the summer of 2018, with only minor issues that were immediately addressed by the contractor. The overall communication was good, and the fire hydrants were painted in a timely manner.

Interaction with public:

Excellent Good Average Poor

No comments reported

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: David Moody, Water Manager

Date: May 9, 2019