



INVITATION TO BID:
Fire Hydrant Sandblasting and Painting

BID PACKAGE

Pre-Bid Meeting Date:	Friday, March 29, 2019
Pre-Bid Meeting Time:	9:00 am
Bid Opening Date:	Friday, April 5, 2019
Bid Opening Time:	11:00 am
Bid Opening Location:	Village Hall
Bid Opening Room:	Board Room
Bid Deposit:	Yes, 10% of Bid of Wheeling, Year 1 Total Price
Performance Bond:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Submit Bids to:

www.questcdn.com

QuestCDN Project Number: 6239907

Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance with free membership registration, downloading, and working with this digital project information.

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The Village of Glencoe, Village of Glenview, City of Highland Park, City of Lake Forest, Village of Mount Prospect, Village of Niles, Village of Northbrook, City of Rolling Meadows, Village of Wheeling, Village of Wilmette and Village of Winnetka (collectively referred to as “Municipalities”) invites you to bid on an anticipated contract for Fire Hydrant Sandblasting and Painting (hereinafter referred to as the “Project”). *The Village of Wheeling is conducting the bid process on behalf of the Municipalities.*

The Project can generally be described as sandblasting and painting of fire hydrants. The Scope of the Project shall include all labor, equipment, materials, tools, transportation and warranties necessary to implement the contemplated Work.

BID DEADLINE: Bid proposals must be received prior to **Friday, April 5, 2019 at 11:00 am CST** *via online* electronic bids only through QuestCDN. If a Bid is sent by mail or other delivery system, it will not be accepted and returned unopened to the Contractor.

MANDATORY PRE-BID MEETING: All Bidders are required to attend and participate in a **mandatory pre-bid conference** to be held on **Friday, March 29, 2019 at 9:00 am CST** at Village Hall, 2 Community Boulevard, Wheeling, IL 60090. **The Village may disqualify the Bid of any company that fails to attend the Pre-Bid Meeting.** Representatives of Municipalities will be present to discuss the Project.

NOTICE: Bid proposals must be received *via online* electronic bids through QuestCDN, until the Bid Deadline. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Upon opening and examining the submitted Bid Proposals, the Village anticipates awarding the Contract for the Work on the Project to the Bidder (or Bidders as the case may be) determined to be the lowest responsible Bidder. The Village of Wheeling reserves the right to waive any irregularities, technicalities, informalities, and other nonmaterial variances contain in any Bid Proposal and to reject all Bids. The Village reserves the right to hold any received Bid Proposal for a period of ninety (90) days from the opening date set forth above.

BID SECURITY: Yes, 10% of Bid of the Village of Wheeling, Year 1 Total.

CONTRACT SECURITY: The successful Bidder will be required to provide performance and payment bonds covering the full amount of the Contract Price or Contract Sum for the respective year securing full and faithful performance of the Contract and the payment for all labor material furnished by the Bidder or anyone furnishing such under the Bidder’s contract or a subcontract of any tier. The successful Bidder will also be required to comply with the requirements under Illinois and federal law applicable to a public works project, including the Illinois Prevailing Wage Act.

CONTRACT DOCUMENTS: Complete digital bidding documents are available at www.questcdn.com. You may download the digital documents for **\$25.00** by inputting Quest Project Number 6239907 on the website’s Project search page. Please contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance with free membership registration, downloading, and working with this digital project information. If addenda are issued, you will automatically be notified by e-mail to return to the web site to access them.

PROJECT MANAGER: This Project is led by the Village of Wheeling, Christine Bajor, who can be reached by email at cbajor@wheelingil.gov.

INSTRUCTIONS TO BIDDERS

DEFINITIONS

The following terms shall be interpreted to have the meanings referenced below for the purposes of these Bid Documents. The meaning of these terms as defined below shall be consistent with interpretation of such terms set forth in the Contract Documents for this Project. Upon the execution of any Contract between the Bidder and the Village, or Local Agency, for the Work on the Project, the definitions of these terms as provided in the Contract Documents shall govern and control in the event of any inconsistency or contradiction in the meaning of these terms as used in these Bid Documents.

Addendum/Addenda. A written or graphic instrument or instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents by addition, deletions, clarifications or corrections.

Agreement. The written instrument which is evidence of the agreement between the Village and successful Bidder covering the Work as described and set forth in the Contract Documents for the Project.

Alternate Bid. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in Project scope or materials or methods of construction described in the Bid Documents is accepted.

Bid Documents. Bid Documents shall include the Notice to Bidders published in the newspaper advertising this Project, Request for Bids to which these instructions are attached, these Instructions to Bidders, the Bid Proposal form attached hereto, and the proposed Contract Documents for the Project, including any Addenda issued prior to the receipt of the Bid Proposals.

Bid or Bid Proposal. The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder. The individual or entity who submits a Bid directly to the Village of Wheeling.

Base Bid. Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base, to which Work may be added or deducted for sums stated in any such Alternate Bids.

Contract. Contract shall include the entire and integrated written agreement between the Village of Wheeling and the successful Bidder concerning the Work. The Contract Documents shall form the Contract.

Contract Documents. Contract Documents shall include those documents which are defined as being the Contract Documents in the Standard General Conditions of the Construction Contract or other such document provided as part of the Bid Documents.

Contractor. The person or company that undertakes a contract to provide goods or services to perform Work.

Local Government Agency. Refers to an individual municipality [Glencoe, Glenview, Highland Park, Lake Forest, Mount Prospect, Niles, Rolling Meadows, Wheeling, Wilmette, and Winnetka] or any other community for whom Work is to be performed as part of this Contract, including its agents and/or representatives.

Municipalities. Refers to the collective group of participants in the joint purchasing of contracted services. For this project, these include Glencoe, Glenview, Highland Park, Lake Forest, Mount Prospect, Niles, Rolling Meadows, Wheeling, Wilmette and Winnetka.

Owner. All references to Owner contained herein shall mean the Village of Wheeling.

Unit Price. The amount stated on the proposal form for which the Bidder offers to perform Work for a fixed price per unit of measurement.

Village. The Village shall be interpreted to mean the Village of Wheeling, an Illinois municipal corporation.

Work. The entire construction of the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

REQUIREMENTS OF BIDDER

The successful Bidder will be required to enter into a fully executed Contract with the Village of Wheeling in the form provided with these Bid Documents covering the matters set forth in the Contract Documents for the completion of the Work on the Project. Each Local Government Agency, however, may have their own Contract Document for implementation.

PREPARATION OF PROPOSAL

Copies of Bid Documents. Complete digital bidding documents are available at www.questcdn.com. You may download the digital documents for **\$25.00** by inputting Quest Project Number 6239907 on the website's Project search page. Please contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance with free membership registration, downloading, and working with this digital project information.

A complete set of Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village nor Local Agency assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents.

Interpretation of Correction of Bid Documents. Bidders shall promptly notify the Village and/or the Architect or Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or the site and local conditions. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Village or its designated representative at least seven (7) prior to the date for the receipts of the Bids. Any interpretation, correction or change to the Bid Documents will be made through the issuance of an Addendum. Bidders shall not rely upon any interpretation, correction or change to the Bid Documents not made through an Addendum.

Addenda. All issued Addenda will be sent via QuestCDN to all who are known by the Village to have received a complete set of the Bid Documents. Copies of all issued Addenda shall be made available for inspection at the location wherever the Bid Documents are on file for that purpose. No Addendum will be issued later than four (4) days prior to the deadline for the receipt of Bids or withdrawing the request for Bids. Each Bidder shall confirm prior to submitting the Bid that it has received all issued Addenda and shall acknowledge receipt of any such issued Addenda in the submitted Bid Proposal.

SUBMISSION OF PROPOSAL AND BID DEPOSIT

Bid Documents will be received by the Village of Wheeling via online electronic bids only through QuestCDN, until the Bid Deadline. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. If a Bid is sent by mail or other delivery system, it will not be accepted and returned unopened to the contractor.

If Bidder is a corporation, the President and Secretary shall execute the Bid and the corporate seal shall be affixed. In the event the Bid Proposal is executed by an individual other than the President, Bidder must attach to Bid Proposal a certified copy of that section of corporate By Laws or other authorization by the corporation which permits such individual to execute the Bid Proposal for the corporation.

If Bidder is a partnership, all partners shall execute the Bid Proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Finance Director shall be submitted with the Bid Proposal.

Each Bid Proposal shall be accompanied by the required bid security provided herein.

BID DEPOSIT

When required on the cover sheet, all Bids shall be accompanied by a bid deposit in the amount of ten percent (10%) of the base bid amount for the *Village of Wheeling, Year 1 Total Price*. Bid deposits shall be in the form of a bid bond, cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Wheeling. All Bids not accompanied by a bid deposit, when required, will be rejected.

The Bid deposits of all except the three (3) lowest responsive and responsible Bidders on each contract will be returned within fourteen (14) calendar days after the opening of the Bids. The Bid deposit of the accepted Bidder will be returned after acceptance by the Village of satisfactory performance and payment bonds where such bonds are required or completion of Project where no performance bond is required. The remaining bid deposits of each of the unsuccessful Bidders will be returned within fourteen (14) days after the Village Board has awarded the Contract. Any Bidder awarded the Contract by the Village shall forfeit its bid deposit upon its failure to execute the Contract or provide the necessary performance and payment bonds for the Contract.

BID WITHDRAWAL

Bidders may not withdraw their Bid after the Bid opening without the approval of the Village's Finance. Requests to withdraw a Bid must be in writing and properly signed. A Bidder may, however, without prejudice, modify or withdraw its Bid by written request, provided the request is received by the Village's Finance Director prior to the scheduled Bid opening and at the address to which Bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new Bid, provided it is received by the Finance Director prior to the bid due date. No Bid will be opened which is received after the time and date scheduled for the Bids to be received.

COMPLIANCE WITH LAWS

The Bidder shall at all times observe and comply with all municipal, state, federal and other laws, ordinances, regulations, and requirements which in any manner affect the preparation of the Bid Proposal or the performance of the Work on the Project.

JOINT PURCHASING/PURCHASING EXTENSION

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

Bidder and Local Government Agency may negotiate such other and further terms and conditions to this Contract ("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 Consultant and other Local Government Agency.

The Bidder shall provide each Local Government Agency with all documentation as required in the Bid, including but not limited to:

- 100% Performance and Payment bonds for the project awarded by each Municipality.
- Certificate of Insurance (COI) naming the Local Government Agency as an additional insured.
- Certified payrolls to each Local Government Agency for Work performed.

PERFORMANCE BOND

When required by the cover sheet, upon the award of the Contract, the successful Bidder must furnish and provide the Village with satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the Contract Sum or Contract Price for the respective year. [Each Local Government Agency shall require the same]. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the Contract. The execution of any Contract between the Village and the successful Bidder shall be contingent upon the successful Bidder providing the Village such required Performance and Payment Bonds. As evidence of capability to provide such security for performance, each Bidder shall submit with its Bid Proposal either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the Bidder. Failure to furnish the required Performance and Payment Bonds within the time specified may be cause for rejection of the Bid.

TERM

The term of the contract will be for three (3) years [2019, 2020, and 2021]. For any year exceeding the first year of the initial term, this Contract is contingent upon the appropriation of sufficient funds by each Municipality; no charges shall be assessed for failure of any Local Government Agency to appropriate funds.

The Municipalities reserve the right to renew this Contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor ("Renewal Term"). At the end of the initial term or any Renewal Term, the Municipalities reserve the right to extend the Contract for a period of up to sixty (60) days on the same terms and conditions for the purpose of getting a new Contract in place.

If a renewal term is exercised, the Bidder will be advised of such by the Village and requested to submit information documenting the need of any proposed unit price increases ninety (90) days in advance of the annual contract period. As a standard, the Consumer Price Index (CPI), Chicago-Naperville-Elgin IL-IN-WI may be considered as a valid cost adjustment factor. If the determines the proposed unit price increases to be reasonable and warranted, and approves the revised unit prices, the contract renewal option may be exercised and an amendment to the contract will be issued. Each Local Government Agency reserves the right to reject a proposed price increase and terminate the contract.

EXAMINATION OF BID DOCUMENTS AND SITE CONDITIONS

Prior to submitting any Bid Proposal, each Bidder shall carefully examine the Contract Documents for the Project, fully inform him or herself of existing conditions and limitations on the Project site and include in the Bid Proposal all sums sufficient to provide all Work required under the Contract Documents to complete the Work on the Project. By submitting a Bid, each Bidder represents and

acknowledges that he/she/it has examined in detail the Contract Documents and has determined that the Contract Documents and existing conditions are sufficient and/or satisfactory for the completion of the Work for the amount contained in its respective Bid Proposal.

CATALOGS

Each Bidder shall submit, when necessary, or when requested by the Finance Director, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the Specifications, necessary to fully illustrate and describe the material or Work proposed to be furnished. When equipment requires installation, the successful Bidder shall submit detailed shop drawings to the Finance Director for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

SAMPLES

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at his expense. Each sample must be marked with Bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

TRAINING, DEMONSTRATIONS AND SHOP DRAWINGS

Training will be required by the Bidders to the Village of Wheeling employees, if deemed necessary, by the Village. Bidders are required, if requested, to present a demonstration of the item being bid if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

DELIVERY

All materials, if necessary, shipped to the Village must be shipped F.O.B. delivered, designated location, Wheeling, Illinois. If delivery is made by truck, arrangements must be made in advance by the successful Bidder in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:00 a.m. and 3:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

DISCOUNTS

Cash discounts will be considered in the evaluation of the bids. Bidders shall indicate terms as 1% 20 days, net 30 days, 2% 20 days, net 30 days, or 1% 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed.

PRICES

Unit prices shall be shown for each unit on which there is a Bid and shall include all labor, equipment, materials, tools, transportation and warranties for this Project.

TAXES

The Bidders acknowledge that the Village of Wheeling, and Municipalities, are a tax exempt entity under the laws of the State of Illinois and that the Village, as part of its undertakings under this Contract, shall provide to the successful Bidder all certificates of exemptions and tax exempt numbers needed to entitle the successful Bidder to purchase material and other items to be used on the Work or incorporated into the Work on a tax exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailers Occupation Tax" (sales tax). The successful Bidder shall warrant that all material costs and scheduled values have been calculated so as to give the Village its full benefit of its tax exempt status, and the successful Bidder shall require that all subcontracts include a requirement that subcontractors purchase materials so as to give the Village the full benefit of its tax exempt status. The Village shall not be liable for, and shall not be entitled to a credit against the Contract Price or Contract Sum for any sales tax paid by the successful Bidder or any subcontractor of any tier which is shown to have been charged to the Village as part of the Contract Price or Contract Sum, as a component of the schedule of values, as a unit price, or otherwise.

PREVAILING WAGES

The Work under required under the anticipated Project calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The successful Bidder and all subcontractors are required to pay wage rates in accordance with the Act to all laborers, workers and mechanics. The Village of Wheeling has adopted the prevailing wages as determined by the IDOL for Cook County, effective September 1, 2017, as revised. The prevailing rate of wages are revised by the IDOL and are available on the IDOL website, www.state.il.us/agency/idol. The successful Bidder and all subcontractors are responsible for checking the IDOL's website for revisions to the prevailing wage rates. In the event that the IDOL should revise the prevailing rate of wages, then the revised rates shall apply to this Contract. In no case shall any revision in the rates of prevailing wages result in an increase in the total Contract Price or Contract Sum for the respective year. All bonds provided by the successful Bidder under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the successful Bidder's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et seq. The successful Bidder and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act.

The successful Bidder shall also submit a certified payroll to the designated Village representative to verify the payment of prevailing wages as required under the Prevailing Wage Act. Such payroll shall record for each laborer, mechanic and other worker employed on the project by the successful Bidder and any subcontractor the name of the worker, address, telephone number, last 4 digits of social security number, classification or classifications, actual hourly wages paid for each pay period, hours worked per day and the starting and ending time of work each day. The certified payroll shall also include a statement signed by the successful Bidder or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.; and (iii) the successful Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor."

INVOICES AND PAYMENT

Bidder shall submit all invoices directly to each Local Government Agency detailing the services provided to the respective Agency. 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 addressed and delivered to:

Village of Glencoe	Village of Glenview	City of Highland Park
Donald Kirk, General Supt. 675 Village Court Glencoe, IL 60022 847.461.1118 dkirk@villageofglencoe.org	Steve Zanoni 2498 E. Lake Ave. Glenview, IL 60026 847.904.4361 szanoni@glenview.il.us	Ron Bannon, Deputy Director 1150 Half Day Road Highland Park, IL 60060 847.432.0807 rbannon@cityphil.com

City of Lake Forest	Village of Mount Prospect	Village of Niles
John Varner, Water/Sewer Supv. 220E. Deerpath Road Lake Forest, IL 60045 847.810.3571 varnerj@cityoflakeforest.com	Casey Botterman, Water Supt. 1700 W. Central Road Mount Prospect, IL 60056 847.870.5640 cbotterman@mountprospect.org	Jack Grana, Utilities Supt. 6849 W. Touhy Avenue Niles, IL 60714 847.588.7900 gg@vniles.com

Village of Northbrook	City of Rolling Meadows	Village of Wheeling
Matt Morrison, Asst. Director 655 Huehl Road Northbrook, IL 60062 847.664.4111 matt.morrison@northbrook.il.us	Jeff Stewart, Water Foreman 3900 Berdnick Street Rolling Meadows, IL 847.394.8500 PW@cityrm.org	Christine Bajor, Asst. Director 77 W. Hintz Road Wheeling, IL 60016 847.279.6903 cbajor@wheelingil.gov

Village of Wilmette	Village of Winnetka
Accounts Payable 1200 Wilmette Avenue Wilmette, IL 60091 847.251.2700 ap@wilmette.com	Judy Kraus, Accounts Payable 510 Green Bay Road Winnetka, IL 60093 847.716.3505

COMPLIANCE WITH OSHA STANDARDS

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

INDEMNIFICATION

The Bidder shall indemnify, defend and save harmless the Village of Wheeling, and Municipalities, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character as allowed by law, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission,

neglect or misconduct of said Bidder, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Wheeling, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract, and/or required by municipal, state, and federal regulations and laws.

SUBLETTING OF CONTRACT

No Contract awarded by the Village of Wheeling, and/or Municipalities, shall be assigned or any part sub contracted without the written consent of the Finance Director. In no case shall such consent relieve the successful Bidder from his obligation or change the terms of the Contract.

GUARANTEES AND WARRANTIES

The Bidder warrants to the Village, and Municipalities, that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects in material and workmanship for one (1) year from the date of issuance of the final payment by the Village and deficiencies shall be corrected by the successful Bidder immediately upon notification from the Village, or Local Government Agency, and that such Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Village, or Local Government Agency, the Bidder shall furnish satisfactory evidence as to the kind and quality of material and equipment. This section shall not act as a waiver by the Village or Municipalities of any non-warranty related claims.

TERMINATION OF CONTRACT

The Village, and/or Municipalities, reserves the right to terminate the whole or any part of this Contract, upon written notice to the successful Bidder, in the event that sufficient funds to complete the Contract are not appropriated by the Village of Wheeling or Local Government Agency.

The Village, or Local Government Agency, further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to the successful Bidder, in the event of default by the successful Bidder. Default is defined as failure of the successful Bidder to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the Village and/or Local Government Agency, will procure, upon such terms and in such manner as the Finance Director may deem appropriate, supplies or services similar to those so terminated. The successful Bidder shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Finance Director that failure to perform the Contract was due to cause beyond the control and without the fault or negligence of the successful Bidder.

COMPETENCY OF BIDDER

Upon request Bidder should supply the Village with information pertaining to financial stability, available equipment, prior experience and conflicting working schedules which will be used in determining the lowest responsible Bidder.

CONSIDERATION OF PROPOSALS

No Bid Proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Wheeling, and/or Municipalities, upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village or Municipalities, or that has failed to perform faithfully any previous contract with the Village and/or Municipalities.

The Village of Wheeling shall intend on awarding the Contract to the lowest responsible Bidder on the basis of the Bid that is in the best interest to accept. In awarding the Contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the Bidder to perform the Contract to provide the service required;
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of conditions attached to the Bid;
- j. Responsiveness to the exact requirements of the invitation to bid;
- k. Ability to work cooperatively with the Village and its administration; and
- l. Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all Bids, and may order a re-advertisement for new bids.

The Bidder, if requested, must present within three (3) working days, evidence satisfactory to the Finance Director of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.

The Finance Director shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The Bid award shall be made to the lowest responsible Bidder who submits the responsive bid that is determined to be most advantageous to the public, in the Village's sole discretion. In determining the responsibility of any Bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the Bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of Contract will be mailed to each Bidder within ten (10) working days of the President and Board of Trustees' decision.

PERFORMANCE REFERENCES

All Bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references. Similar work and scope should have been completed within the last three (3) years.

Company Name _____

Address _____

City & State..... _____

Telephone Number..... _____

Person to Contact _____

Title/Position..... _____

Company Name _____

Address _____

City & State..... _____

Telephone Number..... _____

Person to Contact _____

Title/Position..... _____

Company Name _____

Address _____

City & State..... _____

Telephone Number..... _____

Person to Contact _____

Title/Position..... _____

DISQUALIFICATION OF BIDS

The following will be cause for disqualification of a submitted Bid:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the Bid in conformance to the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Michael Mondschain, Finance Director;
- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;
- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;
- i. Late bids;
- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the Contract if the Bidder fails to perform any of the provisions in the Contract or fails to make delivery within the time stated.

DEFAULT

In case of the default by the Bidder, the Village will procure articles or services from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INSURANCE

The successful Bidder shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village, and Municipalities, with Certificates of Insurance (COI) and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village and/or Municipalities. The Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- A. All Certificates of Insurance required to be obtained by the Bidder shall provide that coverage under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village, and/or Municipalities. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village of Wheeling (or respective Local Government Agency) and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- B. All insurance required of the Bidder shall state that it is Primary and Non-Contributory Insurance as to all additional insured's with respect to all claims arising out of operations by or on their behalf. If additional insured's have other applicable insurance coverage, those coverage shall be regarded as on an excess or contingent basis.
- C. The Bidder shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Bidder, unless the Village or Local

Government Agency authorizes such lesser amount of coverage, naming the same additional insured's and subject to the same restrictions and obligations as set forth for the Bidder's insurance in the Contract Documents.

D. Under no circumstances shall the Village, and/or Local Government Agency, be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- (1) allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;
- (2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Bidder agrees that the obligation to provide insurance is solely the Bidder's responsibility and cannot be waived by any act or omission of the Village, or Local Government Agency.

E. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village, and/or Local Government Agency, in excess of policy limits or not covered by the policies purchased.

F. The Bidder shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.

G. The Bidder shall provide insurance acceptable to the Village, and Local Government Agency. Such insurance shall include the following coverage in the following amounts:

(1) Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village, and Local Government Agency, and the Waiver of subrogation attached to the certificate of insurance.

(2) Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage):

- i. Bodily Injury & Property Damage \$1,000,000 each occurrence
 Combined Single Limit \$2,000,000 aggregate

- ii. Covering the following hazards:

- X (Explosion)
- C (Collapse)
- U (Underground)

- iii. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the Village on an annual basis during the two-year period.

(3) Umbrella Excess Liability:

- \$4,000,000 over Primary Commercial General Liability Insurance
- \$10,000 Retention

(4) Automobile Liability (owned, non-owned, hired):

Bodily Injury & Property Damage
\$1,000,000 each occurrence combined single limit

H. The Bidder further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Bidder's contractual liability hereunder and to indemnify the Village, and/or local Government Agency, and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:

(1) The Village of Wheeling and its officers, agents and employees.

NON-DISCRIMINATION

A. Bidder/Supplier shall, as a party to a public contract

(1) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(2) By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

B. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2002 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

CERTIFICATIONS FOR SUBMISSION OF BID

Certification to Enter into Public Contracts – 720 ILCS 5/33E-1. Bidder certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Bidder shall execute the attached Certificate at Exhibit "A."

Payments to Illinois Department of Revenue. Bidder certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1-1. Bidder shall execute the attached Certificate at Exhibit "B."

SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS

PROJECT OVERVIEW

To extend the life of fire hydrants as well as maintain aesthetics, Municipalities require the painting of hydrants. This entails sandblasting to remove previous paint layers, applying a single coat of primer and single coat of paint (specific to each Municipality). Some Municipalities may require a separate paint color on hydrant caps.

It is the intent of the Village of Glencoe, Village of Glenview, City of Highland Park, City of Lake Forest, Village of Mount Prospect, Village of Niles, Village of Northbrook, City of Rolling Meadows, Village of Wheeling, Village of Wilmette and Village of Winnetka (collectively referred to as “Municipalities”) to jointly bid the sandblasting and painting of municipal fire hydrants and award a Contract to a single 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 Wheeling is conducting the bidding process on behalf of the Municipalities. Each of the Municipalities’ manager, Board of Trustees or City Council as the case may be, will have the right to review and independently approve or reject the bid award and execute a Contract or Agreement.

CONTRACTOR RESPONSIBILITY

Contractors shall carefully examine all data made available in the Bid Documents, fully inform and familiarize themselves as to all existing conditions and limitations, the obstacles that may be encountered, and all relevant matters concerning the Work to be performed. Failure to do so will not relieve the Contractor from any obligations to comply strictly and fully with the terms of the Contract. No allowances or extra compensation shall be made for the failure of the Contractor to correctly estimate the nature and quantities of labor, equipment, materials, tools, transportation and warranties that are to be provided under this Contract.

MEETING

Once awarded, Contractor shall be required to attend a pre-construction meeting with the Local Government Agency to discuss the Work required in the Contract prior to the commencement of Work. At this time, or prior dependent on the Local Government Agency, the Contractor shall confirm hydrant products before any purchases are made.

ADDITIONAL WORK

Any alterations or modifications of the Work performed under this Contract shall be made only by written agreement between the Contractor and Local Government Agency, and shall be made prior to commencement of the altered or modified Work. No claim for any extra Work or materials shall be allowed unless pre-authorized by written agreement prior to commencement of said Work.

PROPOSAL PRICING

- I. Hydrant Painting
 - This price is a fixed price per hydrant for sandblasting, priming and painting a standard paint color for the entire hydrant (barrel and caps).
- II. Additional Color: Cap Painting
 - This price is an *additional* fixed price per hydrant for the painting of hydrant caps in a different color from the barrel or body of the hydrant to indicate water flow capacities. Colors may be blue, green, orange or red. The Local Government Agency shall work with the Contractor on color and paint manufacturer.

VILLAGE OF GLENCOE

A. Program Overview

The Village of Glencoe owns, maintains, and operates an independent water system with approximately 515 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous, A.P. Smith and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the Village'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 Village 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 Village immediately.

(3) Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 Village).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF GLENVIEW

A. Program Overview

The Village of Glenview owns, maintains, and operates an independent water system with approximately 2,800 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as U.S. Pipe, Mueller and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the Village'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 Village 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 Village immediately.

(3) Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 Village).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

CITY OF HIGHLAND PARK

A. Program Overview

The City of Highland Park owns, maintains, and operates an independent water system with approximately 1,773 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous, Mueller and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the City'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 City 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 City immediately.

(3) Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at City discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Red* Urethane Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the City before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the City shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the City shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 City).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the City that the workmanship is not sufficient and does not meet the City's standards, the Contractor shall return and make repairs to the satisfaction of the City at no additional cost. The City shall be the sole determiner of what constitutes satisfactory workmanship.

CITY OF LAKE FOREST

A. Program Overview

The City of Lake Forest owns, maintains, and operates an independent water system with approximately 100 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous, Mueller and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the City'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 City 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 City immediately.

(3) Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at City discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the City before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the City shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the City shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 City).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the City that the workmanship is not sufficient and does not meet the City's standards, the Contractor shall return and make repairs to the satisfaction of the City at no additional cost. The City shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF MOUNT PROSPECT

A. Program Overview

The Village of Mount Prospect owns, maintains, and operates an independent water system with approximately 2,227 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Mueller, East Jordan and Traverse City.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the Village'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 Village 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 Village immediately.

(3) Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 Village).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF NILES

A. Program Overview

The Village of Niles owns, maintains, and operates an independent water system with approximately 1,148 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as East Jordan, Traverse City and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the Village'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 Village 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 Village immediately.

(3) Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 Village).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF NORTHBROOK

A. Program Overview

The Village of Northbrook owns, maintains, and operates an independent water system with approximately 2,751 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Traverse City, Clow, and Mueller.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the Village'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 Village 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 Village immediately.

(3) Painting

The Contractor shall paint all hydrants using Sherwin Williams Kem Bond Hi-Solid Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* High Gloss Rust-Oleum High Performance V7400 System DTM Alkyd Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 Village).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

CITY OF ROLLING MEADOWS

A. Program Overview

The City of Rolling Meadows owns, maintains, and operates an independent water system with approximately 1,469 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous and Traverse City.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the City'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 City 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 City immediately.

(3) Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at City discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Gloss Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the City before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the City shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the City shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 City).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the City that the workmanship is not sufficient and does not meet the City's standards, the Contractor shall return and make repairs to the satisfaction of the City at no additional cost. The City shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF WHEELING

A. Program Overview

The Village Wheeling owns, maintains, and operates an independent water system with approximately 1,752 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Mueller, East Jordan, and Traverse City.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the Village'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 Village 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 Village immediately.

(3) Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 Village).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF WILMETTE

A. Program Overview

The Village Wilmette owns, maintains, and operates an independent water system with approximately 977 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the Village'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 Village 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 Village immediately.

(3) Painting

The Contractor shall paint all hydrants using Sher-Cryl Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Sher-Cryl Professional High Performance Acrylic, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 Village).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF WINNETKA

A. Program Overview

The Village of Winnetka owns, maintains, and operates an independent water system with approximately 620 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

B. Scope of Work

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

C. Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

(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 Village will barricade spaces in public parking areas, such as at the Village'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 Village 36 hours in advance.

(2) Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. 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 Village immediately.

(3) Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

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

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 or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

D. 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.

E. 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.

F. Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

G. Work Zone 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.

H. Damage to Private or Public 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 Village of Wheeling).

I. Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

J. 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. 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 the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

SUB-CONTRACTOR INFORMATION (if applicable)
(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: _____

**VILLAGE OF WHEELING
BID PROPOSAL**

CONTRACTOR INFORMATION	
Company Name:	_____
Address:	_____
City, State, Zip Code:	_____

Proposal for Contract Document. We hereby agree to furnish to the Village of Wheeling **Fire Hydrant Sandblasting and Painting** in accordance with provisions, instructions, and specifications of the Village of Wheeling for the prices as follows:

NOT FOR BIDDING PURPOSES – ONLINE QUESTCDN BIDDING ONLY

	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Glencoe							
	1	1	Year 1, Sandblasting and Painting	Per Hydrant	100		
	2	2	Year 2, Sandblasting and Painting	Per Hydrant	100		
	3	3	Year 3, Sandblasting and Painting	Per Hydrant	100		
Village of Glencoe, Total							
Village of Glenview							
	4	4	Year 1, Sandblasting and Painting	Per Hydrant	600		
	5	5	Year 2, Sandblasting and Painting	Per Hydrant	600		
	6	6	Year 3, Sandblasting and Painting	Per Hydrant	600		
Village of Glenview, Total							
City of Highland Park							
	7	7	Year 1, Sandblasting and Painting	Per Hydrant	400		
	8	8	Year 2, Sandblasting and Painting	Per Hydrant	400		
	9	9	Year 3, Sandblasting and Painting	Per Hydrant	400		
City of Highland Park, Total							
City of Lake Forest							
	10	10	Year 1, Sandblasting and Painting	Per Hydrant	100		
	11	11	Year 2, Sandblasting and Painting	Per Hydrant	100		
	12	12	Year 3, Sandblasting and Painting	Per Hydrant	100		
City of Lake Forest, Total							
Village of Mount Prospect							
	13	13	Year 1, Sandblasting and Painting	Per Hydrant	400		
	14	14	Year 2, Sandblasting and Painting	Per Hydrant	400		
	15	15	Year 3, Sandblasting and Painting	Per Hydrant	400		
Village of Mount Prospect, Total							
Village of Niles							
	16	16	Year 1, Sandblasting and Painting	Per Hydrant	230		
	17	17	Year 2, Sandblasting and Painting	Per Hydrant	230		
	18	18	Year 3, Sandblasting and Painting	Per Hydrant	230		
Village of Niles, Total							

Village of Northbrook								
	19	19	Year 1, Sandblasting and Painting	Per Hydrant	400			
	20	20	Year 2, Sandblasting and Painting	Per Hydrant	400			
	21	21	Year 3, Sandblasting and Painting	Per Hydrant	400			
Village of Northbrook, Total								
City of Rolling Meadows								
	22	22	Year 1, Sandblasting and Painting	Per Hydrant	250			
	23	23	Year 2, Sandblasting and Painting	Per Hydrant	300			
	24	24	Year 3, Sandblasting and Painting	Per Hydrant	300			
City of Rolling Meadows, Total								
Village of Wheeling								
	25	25	Year 1, Sandblasting and Painting	Per Hydrant	200			
	26	26	Year 2, Sandblasting and Painting	Per Hydrant	200			
	27	27	Year 3, Sandblasting and Painting	Per Hydrant	200			
Village of Wheeling, Total								
Village of Wilmette								
	28	28	Year 1, Sandblasting and Painting	Per Hydrant	112			
	29	29	Year 2, Sandblasting and Painting	Per Hydrant	112			
	30	30	Year 3, Sandblasting and Painting	Per Hydrant	112			
Village of Wilmette, Total								
Village of Winnetka								
	31	31	Year 1, Sandblasting and Painting	Per Hydrant	159			
	32	32	Year 2, Sandblasting and Painting	Per Hydrant	156			
	33	33	Year 3, Sandblasting and Painting	Per Hydrant	170			
Village of Winnetka, Total								
Additional Color: Cap Painting								
	34	34	Year 1, Hydrant Caps Different Color	Per Hydrant	1			
	35	35	Year 2, Hydrant Caps Different Color	Per Hydrant	1			
	36	36	Year 3, Hydrant Caps Different Color	Per Hydrant	1			
Additional Color, Cap Painting, Total								

NOT FOR BIDDING PURPOSES – ONLINE QUESTCDN BIDDING

**VILLAGE OF WHEELING
BID PROPOSAL (CONTINUED)**

Delivery of the item(s) will be within _____ day(s) following notification of bid award.

State length and terms of warranty(s): _____

Signed on this _____ day of _____, 2019.

If an individual or partnership, all individual names of each partner shall be signed:

By _____

Print Name _____

Position/Title..... _____

By _____

Print Name _____

Position/Title..... _____

Company Name.. _____

Address _____

Telephone..... _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By _____

Print Name _____

Position/Title..... _____

Company Name _____

Address _____

Telephone..... _____

No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Wheeling is exempt from sales or federal tax; therefore, do not include in bid price. All bid prices shall be shown as F.O.B. destination Wheeling, Illinois, unless otherwise stated.

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

**IF THESE TWO FORMS ARE NOT PROPERLY FILLED OUT,
THE BID MAY BE REJECTED.**

The successful Bidder will be required to agree to and sign the Village of Wheeling contract and exhibits (certification under 720 ILCS 5/33E-11, Sexual Harassment Policy, Illinois Department of Revenue tax compliance certification, Contractor certification related to the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, and payroll certification) that follow this page. These documents may be required to be completed at the time the Bid is submitted.

VILLAGE OF WHEELING
Fire Hydrant Sandblasting and Painting

CONTRACT DOCUMENT

This agreement is made this _____ day of _____, 2019 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and _____ hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

sandblasting and painting of fire hydrants

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document for Fire Hydrant Sandblasting and Painting, consisting of the following:
 - i. Cover Sheet
 - ii. Table of Contents
 - iii. Invitation to Bid on Contract Document Legal Notice
 - iv. Standard General Conditions of the Construction Contract, EJCDC C-700 2007 Edition (as modified)
 - v. Specific Terms, Conditions and Instructions and Blue Prints
 - vi. Bid Proposal Form
 - vii. Plans and Specifications
 - viii. All issued Addenda
 - ix. Certificate of Eligibility to Enter into Public Contracts
 - x. Required Performance and Payment Bonds
 - xi. Required Insurance Certificates
 - xii. All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Engineer.
 - b. The Contractor's Bid Proposal Dated _____.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$ _____ paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project ~~within _____ calendar days~~ by October 31 from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 2019.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ___ day of _____, 2019.

Individual or Partnership _____ Corporation _____

By

Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 2019.

Patrick Horcher
Village President

Attest:

Elaine Simpson
Village Clerk

SAMPLE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-615, Payment Bond

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

EXHIBIT "A"
CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____(name), certify that I am employed as the _____(title) of _____(company), a Bidder for the contract for the Work described in the Bid to which this certificate is attached, I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

Company Name

By: _____
Name (Print)

Title

Signature

SUBSCRIBED AND SWORN to before

me this _____ day _____, 2019.

Notary Public

EXHIBIT "B"
CONTRACTOR'S CERTIFICATION:
Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for Fire Hydrant Sandblasting and Painting, to the Village of Wheeling, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

1. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

me this _____ day _____, 2019.

Notary Public

EXHIBIT "C"
CONTRACTOR'S CERTIFICATION:
Sexual Harassment Policy

_____, having submitted a bid/proposal for Fire Hydrant Sandblasting and Painting, to the Village of Wheeling, hereby certifies that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor and any of its subcontractors shall not engage in any prohibited form of discrimination in employment as defined by the Act. The Contractor further certifies that it and any of its subcontractors shall maintain a policy of equal employment opportunity consistent with the requirements of the Act. The Contractor further certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4). A copy of these policies shall be provided to the Village or Engineer on request.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

me this _____ day _____, 2019.

Notary Public

EXHIBIT "D"
CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

_____ hereby certifies that it is in full compliance with the
Company Name

Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR

382 et.seq., and that _____
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

Company Name

By: _____
Name/Authorized Agent of Contractor

Its: _____

SUBSCRIBED AND SWORN to before

me this _____ day _____, 2019.

Notary Public

EXHIBIT "E"

PAYROLL CERTIFICATION UNDER 820 ILCS 130/5

I, _____ (name), certify under oath that I am employed as the _____ (title) of _____ (company), a contractor or subcontractor that has performed work on the Fire Hydrant Sandblasting and Painting (name of project) for the Village of Wheeling for the relevant periods set forth in the attached records kept and maintained in conformance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the attached payroll records are: (1) true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); and (3) that I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

Company Name

By: _____
Name (Print)

Title

Signature

SUBSCRIBED AND SWORN to before

me this _____ day _____, 2019.

Notary Public