

INVITATION FOR BIDS

RFB # 211019

BID DOCUMENTS AND SPECIFICATIONS

FIRE HYDRANT SANDBLASTING & PAINTING

FOR THE MUNICIPALITIES OF:

BUFFALO GROVE, GLENVIEW, HIGHLAND PARK, LAKE FOREST,
NORTHBROOK & WINNETKA



VILLAGE OF GLENVIEW PURCHASING
1225 WAUKEGAN ROAD
GLENVIEW, IL 60025
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Finance Department, Glenview Village Hall, 1225 Waukegan Road, Glenview, IL 60025 until 2:00 p.m. local time on June 20, 2011, and then at said office publicly opened and read aloud for the following:

RFB NO: 211019

**RFB ON: FIRE HYDRANT SANDBLASTING AND PAINTING FOR
THE MUNICIPALITIES OF: BUFFALO GROVE, GLENVIEW, HIGHLAND PARK, LAKE FOREST,
NORTHBROOK, AND WINNETKA**

Scope of work includes: sandblasting and painting of approximately 785 municipal fire hydrants.

Plans, specifications and bid forms may be obtained at Finance Department, Glenview Village Hall, 1225 Waukegan Road, Glenview, Illinois, 60025, or by calling **(847) 904-4350**.

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

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

Offers may not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

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

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

Dated: June 2, 2011
Michele Reynolds, CPPO, C.P.M.
Purchasing Manager



Village of Glenview Finance Department
 1225 Waukegan Road
 Glenview, IL 60025

SUBMISSION INFORMATION

DUE DATE: June 20, 2011
TIME: 2:00 P.M. Local Time
LOCATION: Village of Glenview

REQUEST FOR BIDS CONTRACTOR INFORMATION

Company Name: _____
 Address: _____
 City, State, Zip Code: _____
 Contact Person: _____

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

Item No.	Items	Unit	Quantity	Unit Price	Total
I. ITEM A – VILLAGE OF BUFFALO GROVE – <u>Red In Color</u>					
1	Sandblasting and painting of fire hydrants – Regular Time	EA	150		
2	Sandblasting and painting of fire hydrants – After Hours	EA	0		
ITEM A – VILLAGE OF BUFFALO GROVE - TOTAL					
II. ITEM B – VILLAGE OF GLENVIEW – <u>Yellow In Color</u>					
1	Sandblasting and painting of fire hydrants – Regular Time	EA	200		
2	Sandblasting and painting of fire hydrants – After Hours	EA	10		
ITEM B – VILLAGE OF GLENVIEW - TOTAL					
III. ITEM C – CITY OF HIGHLAND PARK – <u>Red In Color</u>					
1	Sandblasting and painting of fire hydrants – Regular Time	EA	130		
2	Sandblasting and painting of fire hydrants – After Hours	EA	0		
ITEM C – CITY OF HIGHLAND PARK - TOTAL					
IV. ITEM D – CITY OF LAKE FOREST- <u>Red in Color</u>					
1	Sandblasting and painting of fire hydrants – Regular Time	EA	55		
2	Sandblasting and painting of fire hydrants – After Hours	EA	0		
ITEM D– CITY OF LAKE FOREST- TOTAL					
Page Total (TO BE CARRIED FORWARD TO PAGE 2)					

Item No.	Items	Unit	Quantity	Unit Price	Total
Continuation from page 1					
V.	ITEM E – VILLAGE OF NORTHBROOK <u>Red In Color</u>				
1	Sandblasting and painting of fire hydrants – Regular Time	EA	100		
2	Sandblasting and painting of fire hydrants – After Hours	EA	0		
ITEM E– VILLAGE OF NORTHBROOK- TOTAL					
VI.	ITEM F – VILLAGE OF WINNETKA – <u>Yellow in Color</u>				
1	Sandblasting and painting of fire hydrants – Regular Time	EA	140		
2	Sandblasting and painting of fire hydrants – After Hours	EA	0		
ITEM F– VILLAGE OF WINNETKA- TOTAL					

Combination Letter	Sections Included in Combination	Total
	BASE BID TOTAL (A – F)	

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/1 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

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

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: _____ Company Name: _____

Typed/Printed Name: _____ Date: _____

Title: _____ Telephone Number: _____

E-mail _____

1. INTENT

The Village of Buffalo Grove, ("Buffalo Grove"), the Village of Glenview ("Glenview"), the City of Highland Park ("Highland Park"), the City of Lake Forest ("Lake Forest"), the Village of Northbrook ("Northbrook"), and the Village of Winnetka ("Winnetka") (collectively, "Municipalities") intend to jointly bid sandblasting and painting of municipal fire hydrants and award to a single contractor ("Contractor"). Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Glenview is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

Collectively, the Municipalities are requesting sandblasting and repair of approximately 785 fire hydrants.

The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last three (3) years. At a minimum reference submissions shall include municipal references .

2. BID PRICE

The Contractor shall provide pricing per the specifications identified herein. The Contractor shall provide normal business hour rates per hydrant and overtime rates per hydrant.

3. TERM

The Agreement shall be in effect for one (1) year from the date of award. The Village of Glenview and each of the Municipalities reserve the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of any contract term, the Village of Glenview and each of the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

Pricing shall remain firm/fixed during the initial term and extension of the Agreement.

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

4. AWARD

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

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

5. VOLUME/ESTIMATED QUANTITY

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

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

6. **JOINT PURCHASING/PURCHASING EXTENSION**

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

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

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

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

7. **RESERVATION OF RIGHTS**

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

8. **BRAND NAME**

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size, which will conform substantially to the standard of excellence, established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered.

The Village of Glenview and each Municipality shall be the sole determiner of equal in their respective jurisdictions.

9. **DOCUMENT OBTAINED FROM OTHER SOURCES**

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

10. **SECURITY GUARANTEE**

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

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

11. CONTRACT BONDS

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

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

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

12. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: mreynolds@glenview.il.us. Questions are required **no later than 4:00 P.M. on June 13, 2011**.

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

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

13. CONTACT WITH VILLAGE PERSONNEL

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

14. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

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

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

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

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

15. SILENCE OF SPECIFICATIONS

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

16. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

17. PREVAILING WAGE

All contracts, for work herein are subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et. seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed prevailing wage information prior to the date of the contract shall be in force for the duration of the contact.

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

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

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

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

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

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

19. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)

Pursuant to 30 ILCS 570/0.01 et. seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Glenview's Purchasing Manager.

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

In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause,

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

21. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1, *et seq.*, which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public.

22. TOXIC SUBSTANCES DISCLOSURES

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

23. DEFINITIONS

23.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids or Unit Prices.

23.2 **Option Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.

23.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents.

The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

23.4 **Option Price** is a base bid price that may be accepted in lieu of the base bid.

24. RESPONSIVE BID

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

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

25. MODIFICATIONS

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once BIDS have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Glenview.

26. INSURANCE

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

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

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

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

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

- 26.5.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

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

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

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

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

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

27. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Villages of Buffalo Grove, Glenview, Northbrook, Winnetka and the cities of Lake Forest and Highland Park, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen

out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Villages of Buffalo Grove, Glenview, Northbrook, Wilmette, Winnetka and the cities of Highland Park and Lake Forest, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

28. CHANGE IN STATUS

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

29. SUBCONTRACTORS

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

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

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

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

Failure to identify subcontractors could result in disqualification.

30. CHANGE ORDERS

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

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

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

30.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

30.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.

30.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

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

31. INVOICES AND PAYMENTS

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

Invoices shall be delivered to:

Village of Buffalo Grove
Director of Public Works
51 Raupp Boulevard
Buffalo Grove, IL 60089

Village of Glenview
Public Works Director
1333 Shermer Road
Glenview, IL 60026

City of Highland Park
Department of Public Works
Water Division
1150 Half Day Road
Highland Park, IL 60035

City of Lake Forest
Daniel Draeger
Water & Sewer Dept.
800 N. Field Drive
Lake Forest, IL 60045

Village of Northbrook
Director of Public Works
655 Huehl Road
Northbrook, IL 60062

Village of Winnetka
Accounts Payable
510 Green Bay Road
Winnetka, IL 60093

32. PRECEDENCE

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

33. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois for the Municipalities whose office is in Cook County and in the Circuit Court of Lake County, Illinois for Municipalities whose office is in Lake County.

34. NON-ENFORCEMENT BY THE VILLAGE

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

35. INDEPENDENT CONTRACTOR

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

36. TERMINATION

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

37. NON APPROPRIATIONS

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

38. PROTEST PROCEDURE

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

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

39. AFFIDAVITS

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

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collision
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

40. ALTERNATE AND MULTIPLE BIDS

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

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

42. AUDIT/ACCESS TO RECORDS

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

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

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - STATE OF ILLINOIS

June 2011

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

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

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

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

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

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

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

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

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

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

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

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

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

<http://www.state.il.us/agency/idol/rates/EVENMO/COOK9999.htm>

1. PROGRAM OVERVIEW

The Village of Buffalo Grove owns, maintains, and operates an independent water system with approximately 2,300 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, and materials to sandblast 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.

2. 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.

3. TECHNICAL SPECIFICATIONS

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

3.1 Site Preparation and Protection

The contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the 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.

3.2 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.

3.3 Painting

The contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal 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.

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

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.

3.4 Site Clean-Up

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

3.5 Damage to Parkway

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

4. SCHEDULING OF WORK

The contractor shall schedule all work with the Public Works Director or his designee. The sandblasting and painting of most fire hydrants will be done during regular business hours, 7 am to 3 pm. 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. All hydrants identified by the Village shall be sandblasted and painted between June 15 – October 15, 2011.

5. WORKZONE SAFETY AND PROPERTY PROTECTION

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

6. DAMAGE TO PRIVATE PROPERTY

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

7. WARRANTY

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

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

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

1. PROGRAM OVERVIEW

The Village of Glenview owns, maintains, and operates two independent water systems, Glenview and North Maine Utilities. The Glenview system has approximately 2,300 fire hydrants. The North Maine system has approximately 400 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Clow, Kennedy, Muller, U.S. Pipe, and Traverse City.

The contractor shall provide all labor, equipment, and materials to sandblast 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.

2. 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.

3. TECHNICAL SPECIFICATIONS

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

3.1 Site Preparation and Protection

The contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the 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.

3.2 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.

3.3 Painting

The contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal 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.

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

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.

3.4 Site Clean-Up

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

3.5 Damage to Parkway

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

4. SCHEDULING OF WORK

The contractor shall schedule all work with the Public Works Director or his designee. The sandblasting and painting of most fire hydrants will be done during regular business hours, 7 am to 3 pm. 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. All hydrants identified by the Village shall be sandblasted and painted between June 15 – October 15, 2011.

5. WORKZONE SAFETY AND PROPERTY PROTECTION

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

6. DAMAGE TO PRIVATE PROPERTY

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

7. WARRANTY

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

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

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

1. PROGRAM OVERVIEW

The City of Highland Park owns, maintains, and its water systems, Glenview and North Maine Utilities. The Glenview system has approximately 1,600 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Ludow, Chow, Muller, Eddy.

The contractor shall provide all labor, equipment, and materials to sandblast 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.

2. 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.

3. TECHNICAL SPECIFICATIONS

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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.

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4. SCHEDULING OF WORK

The contractor shall schedule all work with the Public Works Director or his designee. The sandblasting and painting of most fire hydrants will be done during regular business hours, 7 am to 3 pm. 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. All hydrants identified by the Village shall be sandblasted and painted between June 15 – October 15, 2011.

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7. WARRANTY

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

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

1. PROGRAM OVERVIEW

The City of Lake Forest owns, maintains, and operates its own water systems, The Lake Forest system has approximately 1,465 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Mueller, Traverse City and Eddy.

The contractor shall provide all labor, equipment, and materials to sandblast 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.

2. 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.

3. TECHNICAL SPECIFICATIONS

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

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4. SCHEDULING OF WORK

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5. WORKZONE SAFETY AND PROPERTY PROTECTION

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

6. DAMAGE TO PRIVATE PROPERTY

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

7. WARRANTY

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

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

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

1. PROGRAM OVERVIEW

The Village of Northbrook owns, maintains, and operates its own water system, which has approximately 2,700 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as, Eddy, Mueller, and Traverse City.

The contractor shall provide all labor, equipment, and materials to sandblast 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.

2. 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.

3. TECHNICAL SPECIFICATIONS

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

3.1 Site Preparation and Protection

The contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the 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.

3.2 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.

3.3 Painting

The contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal 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.

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

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.

3.4 Site Clean-Up

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

3.5 Damage to Parkway

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

4. SCHEDULING OF WORK

The contractor shall schedule all work with the Public Works Director or his designee. The sandblasting and painting

of most fire hydrants will be done during regular business hours, 7 am to 3 pm. All hydrants identified by the Village shall be sandblasted and painted between June 15 – October 15, 2011.

5. WORKZONE SAFETY AND PROPERTY PROTECTION

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

6. DAMAGE TO PRIVATE PROPERTY

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

7. WARRANTY

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

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

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

1. PROGRAM OVERVIEW

The Village of Winnetka owns, maintains, and operates its own water system, which has approximately 620 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as, Clow and Eddy.

The contractor shall provide all labor, equipment, and materials to sandblast 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.

2. 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.

3. TECHNICAL SPECIFICATIONS

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

3.1 Site Preparation and Protection

The contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the 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.

3.2 Sandblasting

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7. WARRANTY

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

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

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

CONTRACTOR REFERENCES

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

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone

Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/

Telephone Number: _____

Dates of Service/Award

Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,

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

of _____
(Contractor)

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

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

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

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

Subscribed and Sworn to this ____ day of _____, 2011

Notary Public

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

CONFLICT OF INTEREST

_____, hereby certifies that

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

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

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

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2011

Notary Public

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

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says that he is _____

(Partner, Officer, Owner, Etc.)

of _____

(Contractor)

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

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this _____ day of _____, 2011

Notary Public

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

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

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

Services provided by Sub-Contractor: _____

.....

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

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

Services provided by Sub-Contractor: _____

.....

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

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

Services provided by Sub-Contractor: _____

**APPENDIX A
AGREEMENT ACCEPTANCE**

**RFB #211019
FIRE HYDRANT SANDBLASTING & PAINTING**

ACCEPTANCE

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

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

by: _____

Title: