NOTICE TO CONTRACTORS DOWNERS GROVE SANITARY DISTRICT DOWNERS GROVE, ILLINOIS Downers Grove Sanitary District 2019 Painting Services

- 1. <u>Time and Place of Opening Bids.</u> Sealed proposals for the services described herein will be received at the Downers Grove Sanitary District, 2710 Curtiss Street, Downers Grove, Illinois 60515, until 10:00 a.m., Wednesday, June 5, 2019, and at that time will be publicly opened and read.
- 2. <u>Description of Work</u>. The proposed work consists of providing interior and exterior painting services at the District's Wastewater Treatment Center and pumping stations.
- 3. <u>Instructions to Bidders</u>. Specifications and proposal forms may be obtained from the Downers Grove Sanitary District's website in the "Contractor Bid Notices" section at: https://www.dgsd.org/opportunities/. NOTE: SITE VISIT IS REQUIRED. The bidder may make an appointment using the District's website using the link above. All potential bidders are required to make a site visit in order for their bid to be eligible for consideration.
- 4. <u>Rejection of Bids</u>. The Downers Grove Sanitary District reserves the right to reject any and all proposals and to waive technicalities.

INSTRUCTIONS TO BIDDERS

- 1. Examination of Bid Documents and Site of Work. The bidder shall, before submitting his bid, carefully examine all bid documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the work and the detailed requirements for performance of the work. All potential bidders are required to make a site visit in order for their bid to be eligible for consideration. The bidder may make an appointment using the District's website at https://www.dgsd.org/opportunities/. All potential bidders are required to make a site visit in order for their bid to be eligible for consideration. Any exceptions or modifications to the work described herein shall be immediately noted and indicated to the Maintenance personnel during this site visit, detailed in writing on a separate sheet and attached to and made a part of the bid proposal. If his bid is accepted, he will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the District will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.
- 2. Preparation of Proposals. The bidder shall submit his proposal on forms furnished by the District. The proposal shall be executed properly and bids shall be made for all items of work indicated in the proposal form, except that when alternate bids are required, a bid on more than one alternate is not required unless otherwise stated in the proposal form. The bidder shall indicate a lump sum price and unit prices for each item of work listed in the proposal, and shall show in numerals in the column provided for that purpose the arithmetic products of the respective unit prices and quantities and the total amount of the bid shall be the gross sum of said products. All writing shall be with ink or typewritten, except the signature of the bidder shall be written with ink. A proposal made by an individual shall be signed by the bidder or his duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation. Any exceptions to the work herein described shall be noted by the Contractor as exceptions to the contract and shall be included in the Contractor's proposal. Such exceptions shall be clearly detailed by the Contractor. The District will determine if the exceptions are acceptable and may, at the District's discretion, reject any bid proposal due to the exceptions.
- 3. <u>Delivery of Proposal.</u> The proposal shall be placed in a sealed envelope plainly marked to indicate its contents and the bidder's name and address. Proposals shall be delivered prior to the time and at the place designated in the Notice to Contractors. When delivered by mail, the sealed proposal marked as specified above shall be enclosed in an additional envelope addressed to the District and preferably sent by registered or certified mail. If the proposal is received after the opening of bids, it will be returned to the bidder unopened.

- 4. <u>Withdrawal or Modification of Proposal.</u> The bidder may withdraw or modify his proposal if he makes his request to the District in writing or by facsimile prior to the time for opening of bids.
- 5. <u>Opening of Proposals.</u> Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.
- 6. <u>Consideration of Proposals.</u> After the proposals have been opened and read, they will be compared on the basis of prices. In case of a discrepancy between the gross sum shown in the proposal and that obtained by adding the arithmetic products of the quantities of work and the unit prices, the unit prices shall govern and any errors in said products and summation shall be corrected. The District reserves the right to consider a proposal for award by modifying the scope of work for the project to include any single item or combination of items at the prices listed in the proposal. Such revised scope of work shall be communicated clearly to the bidder at the time of award.
- 7. <u>Rejection of Proposals.</u> The District reserves the right to reject a bidder's proposal for any of the following causes:
 - Developments subsequent to the bid opening which in the District's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.
 - Conviction of a violation of State or Federal law, or rule or regulations of a State
 or Federal agency, relating to or reflecting on the competency of the bidder for
 performing the work contemplated.
 - More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.
 - Unbalanced proposal in which the bid prices for some items are substantially out of proportion to the bid prices for other items.
 - Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 - Proposal form is other than that furnished by the District.
 - Lack of competency as revealed by financial statement or experience questionnaire, if such are required.
 - Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
 - Uncompleted work which in the judgement of the District might hinder or prevent the prompt completion of additional work if awarded.

However, the District reserves the right to reject any or all proposals and to waive such technical errors as may be deemed best for the interest of the District.

- 8. <u>Award of Contract.</u> Unless all proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein. The successful bidder will be notified by letter that his bid has been accepted and he has been awarded the contract by the District.
- 9. <u>Failure to Execute Contract.</u> Failure on the part of the successful bidder to execute a contract and an acceptable <u>surety bond</u> within fifteen (15) days after the date the contract was mailed or otherwise delivered to him, will be just cause for the annulment of the award.
- 10. <u>Time for Completion.</u> All work to be done under the contract must be completed no later than <u>August 30, 2019</u> including all cleanup as described herein.
- 11. <u>Insurance Requirements.</u> The successful bidder must comply with the attached Exhibit B, "Downers Grove Sanitary District Insurance Requirements." Failure to comply with these requirements shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty to the District as provided herein.
- 12. Prevailing Wage Requirements. The work is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the act, including but not limited to, all wage requirements and notice and record keeping duties. All contractors and subcontractors engaged in any part of the project will be required to comply with the prevailing wage act requirements, including the submittal of certified payroll records on a monthly basis to the District, and the cost of doing so must be included in the bid or proposal as no extra payment on account of this provision will be allowed.
- 13. <u>Substance Abuse Prevention on Public Works Projects Act Compliance</u>. As this project is subject to the Illinois Prevailing Wage Act, Contractor agrees to comply as well with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq. ("the Act"). If required by the Act, the Contractor agrees to file with the District, prior to commencing work, a copy of its written substance abuse prevention program to be made available to the general public.
- 14. <u>Competency of Bidders.</u> The bidder, if a corporation, shall show the name of the state in which the corporation is chartered. The bidder shall complete the Statement of Experience attached to and made a part of his proposal.

When requested, the bidder shall submit to the District a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The bidder may also, at the option of the District, be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

- 15. <u>Ethics Certification.</u> All contracts shall include the following certification: Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
 - a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - b) "fraudulent practice" means an intentional misrepresentation of facts made
 - 1) to influence the bidding process or the execution of the Contract to the detriment of Owner,
 - 2) to establish Bid or Contract prices at artificial non-competitive levels, or
 - 3) to deprive Owner of the benefits of free and open competition;
 - c) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 16. <u>Taxes.</u> This project is exempt from State and local sales and use taxes.
- 17. Requirement of Contract Bond. The successful bidder, at the time of execution of the contract, shall deposit with the District a surety bond for the full amount of the contract guaranteeing 100 percent performance of the work contemplated and payment of all costs incurred for labor, materials, equipment and subcontractor services. The form of the bond shall be that furnished by the District, and the surety shall be acceptable to the District.
- 18. Required Documents for Submittal.
 - 1) Proposal (page 7)
 - 2) Project Notes (pages 8-15)
 - 3) Illinois Prevailing Wage Act Acknowledgement (page 18)
 - 4) Statement Experience (page 23)

PROPOSAL

Proposal to be submitted in duplicate to: President and Board of Trustees Downers Grove Sanitary District 2710 Curtiss Street Downers Grove, IL 60515

FROM:	
	Company
	Address
	City, State and Zip Code
	=
	Telephone

We, the undersigned, hereby propose to furnish all labor, materials, tools and services required for the 2019 Painting Services, all in accordance with the plans and specifications prepared by the Downers Grove Sanitary District, DuPage County, Illinois and the Notice to Contractors, Instructions to Bidders and forms of Contract and Bond.

We have examined all of the aforementioned documents and acknowledge that the same are accurate and complete and are approved by the undersigned.

The undersigned agrees to comply with the contract provisions for the prevailing rate of wages as detailed in the Instructions to Bidders.

The undersigned does hereby declare and stipulate that this proposal is made in good faith, without collusion with any other person or persons bidding for the same work, and that this bid is made in pursuance of and subject to all terms and conditions in the plans, specifications and contract documents.

The undersigned understands and agrees to the <u>Time for Completion</u> contained in the Instructions to Bidders.

Downers Grove Sanitary District 2019 Painting Services Project Notes

All outdoor/exterior protective coatings and painting
applications will be hand applied only
No spraying will be allowed

The contractor is responsible for the removal and disposal	of
all debris from the surface preparation process	

The contractor is responsible for the removal and disposal o)f
all sand & debris resulting from the blasting process.	

Acknowledged by	Company

The undersigned submits his schedule of prices covering the work to be performed under this project:

<u>Item #1</u>

Secondary Clarifier #5

Sand Blasting Surface Preparation of Non-Submerged Surfaces

All non-submerged surfaces - SSPC-SP10 Near-White blast cleaning.

All catwalk surfaces including drive unit, motor, gear reducer, control panel, junction boxes, and conduits. Also includes the 2 light poles near the tank.

Sherwin – Williams Coatings

Prime Coat – Dura-Plate 235 (4-6 Mils) Finish Coat – Hi-Solids Polyurethane Gloss (4-6 Mils)

Sand Blasting Surface Preparation of Submerged Surface Areas

All submerged surfaces - SSPC-SP7 Brush off blast & Power wash to clean and neutralize. Inlet baffle and piping, sweep arm, supports, scraper blades and the effluent weirs.

<u>Sherwin – Williams Coatings</u>

Prime Coat – Spot prime as needed Dura-Plate 235 (4-6 Mils) Finish Coat – Dura-Plate 235 (4-6 Mils)

Apply all products according to Sherwin-Williams recommendations.

The contractor is responsible for the removal and disposal of all sand and debris resulting from the blasting process.

Itom #1	Did 1	Amount \$	
item # i	ı Bia	Amount 5	

<u>Item #2</u>

Excess Flow Pumps 10,11&12

Sand Blasting Surface Preparation - Pumps and Piping

All surfaces - SSPC-SP10 Near-White blast cleaning.

All pumps, piping, valves and check valves.

<u>Sherwin – Williams Coatings</u>

Prime Coat 1- Dura-Plate 235 (4-6 Mils) White

Prime Coat 2– Dura-Plate 235 (4-6 Mils) Gray

Finish Coat – Hi-Solids Polyurethane Gloss (4-6 Mils)

General Surface Preparations – Electrical Conduits, Junction Boxes & Mounting Supports

Scrape where needed to remove peeling paint, dirt, etc.

Degrease and power wash areas as needed prior to painting.

Spot clean any rusty areas by hand/power tool to a sound surface.

Mildew areas should be treated with a bleach and water solution prior to painting.

Sherwin – Williams Coatings

Prime Coat – Spot prime as needed with Pro-Cryl Universal Acrylic Primer (2-4 Mils)

Finish Coat – Sher-Cryl High Performance Acrylic Gloss (2-4 Mils)

Apply all products according to Sherwin-Williams recommendations.

The contractor is responsible for the removal and disposal of all sand and debris resulting from the blasting process.

Item #2 Bid Amount \$	
-----------------------	--

<u>Item #3</u>

Grit Building Basement (Between East & North Tunnels)

Ceiling, walls, pumps, piping, conduits and piping supports (Everything except the floor)

General Surface Preparations

Scrape as needed to remove peeling paint, dirt, etc.

Degrease and power wash areas as needed prior to painting.

Spot clean any rusty areas by hand/power tool to a sound surface.

Mildew areas should be treated with a bleach and water solution prior to painting.

Patch all holes in walls or ceiling areas as needed prior to painting.

Sherwin – Williams Coatings

Primer

Spot prime as needed with Pro-Cryl Universal Acrylic Primer (2-4 Mils)

Concrete Ceilings & Walls

First Coat – Sher-Cryl High Performance Acrylic Gloss (2-4 Mils) Finish Coat – Sher-Cryl High Performance Acrylic Gloss (2-4 Mils)

Steel & Piping

First Coat – Sher-Cryl High Performance Acrylic Gloss (2-4 Mils) Finish Coat – Sher-Cryl High Performance Acrylic Gloss (2-4 Mils)

Apply all products according to Sherwin-Williams recommendations.

The contractor is responsible for the removal and disposal of all debris from the surface preparation process.

Item #3 Bid	Amount \$			

<u>Item #4</u>

Digester 4&5 Exterior Staircase to Roof

(Aluminum stair treads and railings will be removed)

Sand Blasting Surface Preparation – Staircase framing and supports

All surfaces - SSPC-SP10 Near-White blast cleaning.

Entire staircase frame, supports and conduits

<u>Sherwin – Williams Coatings</u>

Prime Coat – Dura-Plate 235 (4-6 Mils) Finish Coat – Hi-Solids Polyurethane Gloss (4-6 Mils)

Apply all products according to Sherwin-Williams recommendations.

The contractor is responsible for the removal and disposal of all sand and debris resulting from the blasting process.

Item #	44 Bid	Amount	\$	

<u>Item #5</u>

*** CAUTION – ITEM 5 IS A CONFINED SPACE LOCATION ***

Wroble Lift Station – Floor Restoration & Entry Tube

Extreme care must be taken to protect the pump motors and electrical panels during the surface preparation. Covering the pumps and equipment with plastic and filtering material is required.

1) Floor Restoration

Sand Blasting Surface Preparation

All surfaces - SSPC-SP10 Near-White blast cleaning.

- 1. Sandblast floor, pump intake piping, sump pump pit, and side walls up 2 feet.
- 2. Prime coat with Sherwin-Williams Macropoxy 646 fast cure epoxy.
- 3. Fill deep pitted areas in the floor & build up the cove base areas as needed to redirect water away from the station walls with Sherwin-Williams Steel-Seam FT910 Epoxy Patching & Surface Compound.
- 4. Apply 2 finish coats of Sherwin-Williams Macropoxy 646 fast cure epoxy.

<u>Sherwin – Williams Coatings</u>

Prime Coat – Macropoxy 646 Hi-Solids Polyurethane Gloss (4-6 Mils) Finish Coats – Macropoxy 646 Hi-Solids Polyurethane Gloss (4-6 Mils)

2) Entry Tube (Exterior) & Air Vent

Sand Blasting Surface Preparation

All surfaces - SSPC-SP10 Near-White blast cleaning.

Sherwin – Williams Coatings

Prime Coat – Dura-Plate 235 (4-6 Mils) Finish Coat - Hi-Solids Polyurethane Gloss (4-6 Mils)

Apply all products according to Sherwin-Williams recommendations.

3) Sand Blasting Surface Preparation – Entry Tube (Interior Walls)

All surfaces - SSPC-SP7 Brush off blast to remove rust and peeling paint. Power wash to clean and neutralize. Re-seal section joints with Sherwin – Williams LOXON S1 Polyurethane Sealant as needed after sand blasting.

<u>Sherwin – Williams Coatings</u>

Prime Coat – Spot prime as needed with Pro-Cryl Universal Acrylic Primer (2-4 Mils) First Coat – Sher-Cryl High Performance Acrylic Gloss (2-4 Mils) Finish Coat – Sher-Cryl High Performance Acrylic Gloss (2-4 Mils)

Apply all products according to Sherwin-Williams recommendations.

4) **Interior**

All surfaces including: Elevator & elevator ladder, pipes and conduits, the complete interior including ceiling, walls, pumps, motors, piping, valves and supports.

General Surface Preparations

Scrape as needed to remove peeling paint, dirt, etc.

Degrease and power wash areas as needed prior to painting.

Spot clean any rusty areas by hand/power tool to a sound surface.

Mildew areas should be treated with a bleach and water solution prior to painting.

Sherwin – Williams Coatings

Prime Coat – Spot prime as needed with Pro-Cryl Universal Acrylic Primer (2-4 Mils) First Coat – Sher-Cryl High Performance Acrylic Gloss (2-4 Mils) Finish Coat – Sher-Cryl High Performance Acrylic Gloss (2-4 Mils)

Apply all products according to Sherwin-Williams recommendations.

The contractor is responsible for the removal and disposal of all sand and debris resulting from the blasting process.

Item #5 Bid Amount \$		
BID TOTAL FOR ALL ITEMS (#'s 1-5)	S	

The prices stated in this proposal are guaranteed for sixty (60) days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this proposal at said prices.

Dated this	day of	, 2019.
		Respectfully submitted,
		CONTRACTOR
		Company, Corporation or Partnership
		Street Address
		City, State and Zip Code
		Telephone
		By: Signature
		Signature
		Name and Title
		Attest:
		Signature
IC-Dadaraskia lidaasaa	1 - 11	Name and Title
If a Partnership, list names and	a addresses of all partners i	n the firm.
If a Corporation, list names of	President and Secretary.	
President		Secretary

CONTRACT

This AGREEMENT made this			day	y of	?			, 201	9, by and be	etween	
the Downers	Grove	Sanitary	District,	County	of	DuPage,	State	of	Illinois,	hereinafter	called
"Owner," and						,	herein	afte	r called "	Contractor.'	•

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the 2019 Painting Services in accordance with the conditions and prices stated in the Proposal, Notice to Contractors, Instructions to Bidders, Specifications and Contract prepared by Owner, all of which are made a part hereof and herein called the "Contract Documents."
- 2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.
- 3. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

For the purposes of this Paragraph:

- a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- b. "fraudulent practice" means an intentional misrepresentation of facts made
 - (1) to influence the bidding process or the execution of the Contract to the detriment of Owner,
 - (2) to establish Bid or Contract prices at artificial non-competitive levels, or
 - (3) to deprive Owner of the benefits of free and open competition;
- c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4. This Agreement is binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first above written.

	OWNER: DOWNERS GROVE SANITARY DISTRICT
	BY:
	N 1774
ATTEST:	Name and Title
Name and Title	CONTRACTOR:
	BY:
	Name and Title
ATTEST:	Name and Title
Name and Title	

EXHIBIT A

ILLINOIS PREVAILING WAGE ACT ACKNOWLEDGEMENT BY CONTRACTOR

I,		, ON	BEHALF OF _	HEREB'
	DGE RECEIPT OF THE	E "NOTICE	TO CONTRACTOR	RS SUBMITTING PROPOSALS" ANI LL REQUIREMENTS, INCLUDING BU
NOT LIMITEI	D TO BOTH THE ILLINO	IS PREVAIL	ING WAGE ACT AN	ID THE ILLINOIS SUBSTANCE ABUS
	N ON PUBLIC WORKS PR RS GROVE SANITARY D		I, IF I AM AWARDEI	D THE WORK TO BE PERFORMED FO
NOTE THE F	OLLOWING:			
IT FII DOCU	LES WITH THE DISTR	TO DO SO	RITTEN SUBSTANC	NCE WORK ON THE PROJECT UNTILE ABUSE PREVENTION PROGRAM THIS DOCUMENT SHALL BE MADE
DOW				SHALL NOT BE RELEASED BY THE LETE CERTIFIED PAYROLLS HAVE
DISTE		ON CENTE	R VIA MAIL AT A	SHOULD BE SUBMITTED TO THE TTN: CARLY SHAW, 2710 CURTIS W@DGSD.ORG.
	PROJECTS ACT DO NO AGREEMENT BETWEE MATTER OF THE ACT,	T APPLY D N CONTRAC PLEASE CH	UE TO THE EXISTED CTOR AND ITS EMPL ECK THE BOX TO T	USE PREVENTION ON PUBLIC WORK NCE OF A COLLECTIVE BARGAINING LOYEES DEALING WITH THE SUBJEC HE LEFT.
	OPRIETOR, PLEASE CH			
		PREVAILI	NG WAGE ACT OR PROJECTS ACT REQ	AND, THEREFORE NOT SUBJECT TO THE ILLINOIS SUBSTANCE ABUS OUIREMENTS.
DATED THIS	DAY OF			
COMPANY N	AME			
PRINTED NA	ME		SIGNATURE	

EXHIBIT B

DOWNERS GROVE SANITARY DISTRICT - INSURANCE REQUIREMENTS

The following insurance requirements must be met.

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and hold harmless the District, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of, or in consequence of, any neglect in safeguarding the work; or because of any claims or amounts recovered for any infringements or patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workers' Compensation Act," or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the District for such purposes, may be retained until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the District.

CONTRACTORS INSURANCE – AMOUNTS

The Contractor's insurance shall be primary and non-contributory with any District insurance or self-insurance.

Workers' Compensation Insurance

The Contractor shall take out and maintain during the life of this project Workers' Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor shall also provide a minimum of employer's liability insurance in the amount referenced below. In case any class of employees engaged in hazardous work at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected. The required minimum amounts of such insurance shall be as follows:

- Workers' Compensation Statutorily Required Limit
- Employer's Liability \$1,000,000 per occurrence and aggregate

General/Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of the project such General Liability, Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work covered by this project, from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations

EXHIBIT B

under this project, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

- Commercial General Liability Insurance that provides Property Damage and/or Bodily Injury in an amount not less than \$1,000,000 per occurrence and per location and \$2,000,000 aggregate. The Sanitary District shall be added as additional insured to Commercial General Liability Insurance and any and all other liability insurance policies.
- Automobile Insurance the Contractor shall take out and maintain during the life of the project such automobile insurance covering all owned and non-owned vehicles as shall protect him and any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$1,000,000 Combined Bodily Injury and Property Damage.
- Umbrella Coverage the Contractor shall take out and maintain during the life of the project such Umbrella or Excess Liability Coverage as shall protect him and any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$2,000,000 per occurrence and \$5,000,000 annual aggregate. At the discretion of the District, this coverage requirement may be waived by the District on a per project basis.

The Contractor shall furnish to the District satisfactory proof of coverage of the above insurance requirements, including Workers' Compensation, by a reliable company or companies, before commencing any work. The financial strength rating of an insurer shall be not less than an A.M. Best "A-" rating before the project begins. If coverage is cancelled or the carrier's rating falls below A.M. Best "A-" rated, the District shall be notified in writing. Failure to provide the required certificates of insurance shall not operate to invalidate the insurance requirements under this Contract. Such proof shall consist of certificates executed by the respective insurance companies and filed with the District. The Downers Grove Sanitary District must be named as an insured on said insurance certificates with respect to the work covered in the contract with the District. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be cancelled, expired or changed only after written notification 30 days in advance to the District and consent of the District. Said certificates must also indicate all deductibles applicable to the policies included on the certificates. The Contractor shall not commence work under this project until he has obtained all insurance required under this paragraph and such insurance has been approved by the Sanitary District. The Contractor shall require Sub-Contractors, if any, not protected under the Contractor's insurance policies, to take out and maintain insurance of the same nature and amounts as required by the Contractor, and shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the District.

WHOM ALL MENDALTHERE PRECENTED TO

Performance-Payment Bond

PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESEN	18: That we	
as Principal, and		as Surety, located at
		, are held and
firmly bound unto the Downers Grove Sanitary	y District, County of	DuPage, State of Illinois,
hereinafter called "Owner," in the penal sum of	-	
-	Dollars (\$) in lawful money of
the United States, for the payment of which sur successors, and assigns, jointly and severally, firm	•	made, we bind ourselves,
THE CONDITION OF THIS OBLIGATION OF THIS OBLIGATION ACCORDANCE OF THIS OBLIGATION AND ACCORDANCE OF THIS OBJECT OF THE ACCORDANCE OF THIS OBJECT OF TH		<u> </u>

NOW THEREFORE, if the Principal shall well and truly perform said work in accordance with the terms of the Contract, and shall promptly make payment to all persons, firms, companies and corporations for any labor, materials, supplies, tools, equipment, and other services furnished for the performance of said work, and shall pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of said work during the time thereof and until such is completed and accepted, and shall fully indemnify and hold harmless the Owner and Engineer from all costs and damages which they may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense in making good any default, and shall in all respects fully and faithfully comply with all the covenants, terms, conditions and agreements of the Contract during the original term thereof and any extensions of time thereof which may be granted by the Owner, with or without notice to the Surety, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Plans and Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Plans and Specifications.

Performance-Payment Bond

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this Performance-Payment Bond is executed this day of _____, 2019. (SEAL) Principal BY: ATTEST: Name and Title Name and Title Surety (SEAL) BY: Name and Title ATTEST: Name and Title OWNER'S APPROVAL AND ACCEPTANCE This Performance-Payment Bond is approved and accepted this _____ day of ______, 2019. DOWNERS GROVE SANITARY DISTRICT

BY: _____

Name and Title

STATEMENT OF EXPERIENCE FOR

		Bidder Name	_				
1.	Number of years in commercial/industrial painting business:						
2.	List of four references for work performed in the last three years similar in nature to to be done under this project.						
	Business Name and Address	Contact Person and Phone Number	Location of Work Performed				
a							
b							
c							
d							
_							

SPECIFICATIONS - GENERAL CONDITIONS

- 1. <u>Permits</u>. The Contractor shall obtain and pay for all permits, licenses, and bonds which may be required by State or local laws and ordinances.
- 2. <u>Working Regulations</u>. The Contractor shall conduct his operations so as to interfere as little as possible with employees or the public on or near the work.
- 3. <u>Cleanup.</u> The Contractor shall at all times keep the premises free from an accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work, he shall remove all his rubbish from and about the work site and all his tools, scaffolding, and surplus materials, and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the District may remove the rubbish and charge the cost to the Contractor.
- 4. <u>Costs and Attorneys Fees</u>. Contractor shall indemnify the District for all costs and reasonable attorney's fees in the event, because of the Contractor's fault, neglect, insolvency, or for any other reason, the District deems it necessary to employ an attorney to assist in the enforcement of the contract or any of the terms thereof.
- 5. Contractor's Responsibility for Damage Claims. The Contractor shall defend, indemnify and hold harmless the District, its Trustees, officers, employees, engineers and agents, from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, any of the work done by the Contractor, or its agents, servants, subcontractors or employees; or which arise out of or are connected with, or are claimed to arise out of or be connected with any accident or occurrence which happens, or is alleged to happen, in or about the site where such work is being performed, or in the vicinity thereof, while the Contractor is performing its work or while any of the Contractor's property, equipment or personnel are in or about such place or vicinity thereof by reason of or as a result of the performance of the Contractor's work; including, without limiting the generality of the foregoing, all liability, damages, loss, claims, set-offs, demands and actions on account of personal injury, death or property loss to the District, its Trustees, officers, employees, Engineers, and agents or subcontractors, Contractor, its employees, agents, subcontractors, or to any other persons, whether based upon, or claimed to be based upon statutory (including, without limitation of the foregoing, Workers' Compensation) contract, tort, or other liability of the District, its Trustees, officers, employees and agents, Contractor or any other persons; and whether or not caused or claimed to have been caused by active or inactive negligence or breach of duty by the District, its Trustees, officers, employees, engineers, and agents, Contractor, its employees, agents, subcontractors, or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, claims, set-offs, demands and actions indemnified against shall include all liability, damage, loss, claims, demands and actions for trademark, copyright or patent infringement, unfair competition, trade secret, or infringement of any other so-called "intangible" property right for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatever. Provided,

however that the obligation of Contractor hereunder shall not extend to negligent acts or omissions of the District, its Trustees, officers, employees, engineers, and agents.

The Contractor shall at its own expense investigate all such claims or demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such claim of liability, damage, loss, set-off, claims, demands and actions.

So much of the money due the Contractor under and by virtue of this contract as shall be considered necessary by the District for any damage or liability claims made may be retained until such claim(s), suit(s), or action(s) for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect is furnished to the District.

Nothing contained within the Contractor's Insurance provisions of this contract shall be construed as limiting, in any way, the total obligation of Contractor to defend, indemnify and hold harmless the District, its Trustees, officers, employees, engineers and agents from all claims of liability, loss, damage and actions as described herein.

- 6. Prevailing Wage Requirements. The work is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the act, including but not limited to, all wage requirements and notice and record keeping duties. All contractors and subcontractors engaged in any part of the project will be required to comply with the prevailing wage act requirements, including the submittal of certified payroll records on a monthly basis to the District, and the cost of doing so must be included in the bid or proposal as no extra payment on account of this provision will be allowed.
- 7. Substance Abuse Prevention on Public Works Projects Act Compliance. As this project is subject to the Illinois Prevailing Wage Act, Contractor agrees to comply as well with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq. ("the Act"). If required by the Act, the Contractor agrees to file with the District, prior to commencing work, a copy of its written substance abuse prevention program to be made available to the general public.
- 8. <u>Equal Employment Opportunity</u>. In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the 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 in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

(g) That it will include verbatim or by reference the provisions of this clause 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. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Each contractor and subcontractor shall in turn include this Equal Employment Opportunity clause in each of its subcontracts verbatim or by reference so that the provisions of paragraphs a through g of said clause will be binding upon subcontractors of every tier.

- 9. Payments. Payments will be made by the District within 45 days after receiving the Contractor's request for payment. Periodic partial payments shall be for the value of the completed work based on estimates made within the last 10 days of each month less a retained amount of 10 percent of the value of completed work as approved by the District until the work is 50 percent complete, after which no additional amount will be retained if the Contractor is making progress to the District's satisfaction and there is no specific cause for withholding 10 percent of the total value of completed work. When the work is substantially complete, the retained amount shall be reduced to only that amount estimated by the District as necessary to assure completion of the contract. The final payment including the retained amount shall be payable within 45 days after the completion of all contract work and approval and acceptance by the District. The acceptance of the final payment by the Contractor shall be considered to be a waiver of all claims against the District under the contract.
- 10. <u>Changes in Work.</u> The District may, at any time or from time to time, order additions, deletions or revisions in the work; which changes in the work will be authorized by Change Order. The Contractor shall promptly proceed with such authorized changes in the work. The increase or decrease in the contract price shall be determined in one of the following ways as approved by the District: a) on the basis of the contract unit prices given in the proposal, or b) by a lump sum proposal.
- 11. <u>Supervision</u>. The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the specifications. The Contractor shall be responsible to see that the finished work complies in all respects with the specifications.
- 12. <u>Character of Workmen</u>. The Contractor shall at all times employ sufficient competent labor for prosecuting the work to full completion in the manner and time specified. Any person employed by the Contractor or by any subcontractor who does not perform his work in a

proper and skillful manner, or who is intemperate, disorderly or otherwise objectionable, shall, at the written request of the District, be forthwith removed from the project site and shall not be employed again in any portion of the work without the written consent of the District. Should the Contractor fail to remove such person or persons as required above, the District may withhold all payments which are or may become due or may suspend work by written notice until such requirement is complied with.

- 13. <u>Safety and Health Regulations</u>. The Contractor shall comply with all State and Federal safety and health regulations applicable to the work being performed.
- 14. <u>Final Acceptance.</u> The Contractor shall notify the District that the project is completed and ready for a semi-final inspection. If any part of the work is not acceptable to the District at the time of such inspection, the District shall inform the Contractor in writing of such corrective work to be done.

Final acceptance of the project will not be made until all defective work is remedied or removed and replaced. Upon satisfactory completion of the semi-final inspection, the District will recommend "final acceptance" and a final pay estimate less any previous payments will be submitted to the District for its approval and payment. The quantities and amounts due the Contractor will be final and no adjustment in quantities and amounts due the Contractor will be allowed after approval of the final pay estimate by the District. Semi-final inspection shall include inspection of all work done under the contract, removal of all surplus materials and debris, repair or replacement of any private or public property damaged, moved, or otherwise displaced on the site due to the construction of the project, the removal of all construction equipment and materials, and the complete restoration of all landscaping damaged during construction.

15. Waiver of Liens. The Contractor shall procure from each subcontractor and supplier of material or labor a waiver of any claim which they may have under the mechanics lien laws of the state in which the work is located, to insure the District immunity from mechanics liens on account of anything which is done by the Contractor or his subcontractors in carrying out the contract and any work order for additions thereto, all as a condition of any payment by the District on account of the contract. Any payments made by the District without requiring compliance with this paragraph shall not be construed as a waiver by the District of the right to require compliance with this paragraph as a condition of later payments.

The Contractor shall furnish with his request for final payment a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts include all labor and material for which a lien could be filed.

16. <u>Guarantee</u>. The Contractor shall execute and deliver to the District, before the final payment will be issued, a written warranty which guarantees that all work is in accordance with the plans and specifications and without defects. This warranty shall guarantee all work for a period of one year from the date of acceptance of the work and final payment by the District. If within this guarantee period, any work is found to be defective, the Contractor shall

promptly, without cost to the District and in accordance with the District's written instructions, correct such defective work. If the Contractor does not promptly comply with the terms of such instructions, the District may have the defective work corrected and all direct and indirect costs of such corrections, including compensation for additional professional services, shall be paid or reimbursed to the District by the Contractor.

SPECIFICATIONS - SPECIAL PROVISIONS

- 1. <u>Conference Prior to Start Up.</u> The Contractor shall arrange a conference with the District as soon as possible after the award of the contract for a review of the paint systems to be used, a selection of colors, a review of the painting procedures, and the establishment of a project schedule. No work shall proceed until after this conference.
- 2. <u>Protection of Site.</u> The Contractor shall protect all District equipment and other items and structures from damage resulting from the execution of his work. The Contractor shall make good all damage done to such equipment, items, or structures through the neglect or carelessness of the Contractor's employees or from his failure to take proper precautions.
- 3. <u>Materials.</u> All materials required shall be delivered to the work site in sufficient quantities so that work will not be delayed, and shall be brought in the manufacturer's original packages, with labels intact and seals unbroken. All paint materials must be manufactured by Sherwin-Williams. The types of the paint and materials required are indicated in the specifications by item. It is the Contractor's responsibility to verify the types and colors with a manufacturer's representative and Owner prior to the start of the work. All materials at the job site shall be stored in a safe, ventilated location. Oily rags, waste, etc. shall be removed every day and not allowed to accumulate under any circumstances. The Contractor shall take every precaution to prevent spontaneous combustion.
- 4. <u>Preparation for Painting.</u> It is the responsibility of the Contractor to thoroughly clean all existing surfaces prior to painting. The Contractor shall determine all of the recommendations of the paint manufacturer with respect to preparation of surfaces, compatibility of primer and finish coats, temperature and moisture limitations for painting, drying time between coats of paint and the mil thickness of each coat of paint, and shall strictly comply with all of these recommendations in doing the painting work.

All hardware, accessories, nameplates, signs, labels, fixtures, and similar items in contact with surfaces to be painted shall be masked or otherwise protected prior to painting, and properly restored to original condition upon completion of painting.

5. <u>Inspection</u>

No paint shall be applied until the Owner inspects and approves the surface preparation. Any reblasting required as a result of the inspection will be done at the Contractor's expense.

6. Paint Application

Manufacturer's Specifications

Apply all products according to manufacturers' recommendations.

The manufacturer's recommendations for thinning, mixing, handling and applying the products shall be considered a part of this specification. A written release from the Owner shall be obtained prior to deviating from the manufacturer's recommendations.

The number and sequence of coats applied and the required dry film thickness in mils are shown in the Sherwin-Williams Coating Systems Specifications. The number and sequence of coats should be applied as indicated under each item, unless it conflicts with the Sherwin-Williams Coating Systems Specifications, whereas the Sherwin-Williams Coating Systems Specifications should control:

Scheduling

The prime coat is to be applied as soon as possible after the abrasive blasting preparation is accomplished, and always before the surface starts to rust. No blasted surface should stand uncoated more than six (6) hours, or before rust blooming commences, whichever is first.

Minimum drying times between coats shall be allowed as specified unless weather conditions retard the drying time to the point where additional time is required.

Contractor shall protect the work from dust, dirt, etc., to the greatest possible extent and shall take every reasonable precaution to prevent intercoat contamination.

Spot Coat

All bolts, welds, frayed surfaces, sharp edges and difficult access areas shall receive a primer spot coat prior to primer spray application.

Spraying

Painting shall be done in a neat and workmanlike manner. Paint can be applied by brush, roller or spray unless otherwise specified.

Paint application shall be in accordance with the Sherwin-Williams Coating Systems Specifications and the measurement of thickness shall be in accordance with SSPC-PA2.

All sand and dust from blasting operations shall be removed from surfaces before paint application is begun.

Spray guns must be held perpendicular to the surface being painted, and handled and adjusted in such a manner that dry overspray is kept to a minimum.

The primer shall be applied by a cross-hatch technique to obtain complete coverage.

Paint application shall be done in such a manner so as to prevent sags and runs, so as to provide adequate cover in angles and crevices and so as to provide adequate cover on sharp angles, welds, rivets, etc.

Primer shall not be applied closer than 6 inches to a nonblasted area. Any subsequent blasting operation shall not result in sand particles embedded in the paint film.

Equipment

Primer spray application equipment shall be that recommended by the coating manufacturer.

All spray equipment shall be subject to inspection and approval by Owner's representative before any application is begun.

A moisture trap shall be placed in line from air supply to pressure pot and spray gun. This trap shall be open slightly to provide a continuous bleed.

Regulators and gauges shall be provided for air to both pressure pot and spray gun.

Before spray application begins, all hoses and guns shall be solvent flushed and inspected to insure that all moisture is absent.

<u>Inspection</u>

Procedure

The Owner's representative shall approve all surface preparation prior to the application of any coating.

Each coat will be examined prior to the application of the next coat. Areas that show runs, sags, overspray, roughness or other signs of improper application shall be repaired or recoated in accordance with the manufacturer's recommendations.

The completed coating shall be inspected and areas found not meeting specifications shall be repaired or recoated by the paint contractor in accordance with these specifications.

Instruments

- (a) <u>Dry Film Thickness</u> A Mikrotest thickness gauge or comparable gauge is to be used to measure the thickness to the nearest mil.
- (b) Wet Film Thickness A wet film gauge of steel or aluminum calibrated to read in mils to the nearest 2 or 3 mils of the wet, freshly applied coating. Press the gauge to the flat surface, remove it. The thickness is between two adjacent legs, one that is wet with coating and one that is dry. To estimate the dry thickness, divide this reading by the volume solids of the coating.

Weather

No paint shall be applied:

- (a) In rain, snow, fog or mist.
- (b) When the relative humidity exceeds 85%.
- (c) On damp or wet surfaces (metal temperature less than 5°F. above ambient air dew point).
- (d) When local conditions indicate that the applied paint will be wet by fog, mist, snow or rain before the minimum specified drying time has elapsed.
- (e) To an erected structure when the metal has absorbed sufficient heat to cause the paint to blister and produce a porous mass.
- (f) When the air temperature is less than 50°F.
- (g) When the ambient temperature is expected to drop to 40°F. before the coating has had time to dry/cure.

Touchup

As required, needed or specified, complete coverage shall be achieved over the bare area, feathered well back over the sound paint remaining after cleaning and surface preparation.

Overspray

To reduce the possibility of overspray problems, the Contractor must give the District at least twenty-four (24) hours notice before painting any exterior surface. However, the Contractor is still responsible for all overspray problems.