



City of Wheaton, Illinois

City of Wheaton  
303 W. Wesley Street  
Wheaton, IL 60187-0727  
630-260-2000

[www.wheaton.il.us](http://www.wheaton.il.us)

**GROUP EXHIBIT A**

**NOTICE TO BIDDERS**

**CITY OF WHEATON**

Description: 2017 STREETLIGHT POLE PAINTING

Requesting: Invitation to Bid (2 original copies compiled as described within)

Issue Date: Friday, June 23, 2017

Mandatory Pre-Bid Meeting: None

Last Date for Pre-Approval of

Equivalent Products: Friday, June 30, 2017 at 12:00 p.m.

Last Date for Questions: Friday, June 30, 2017 at 12:00 p.m.

Sealed Proposal Submittal Due: Friday, July 7, 2017 prior to 11:00 a.m. local time

Bid Opening Location: Friday, July 7, 2017 at 11:00 a.m. local time

Wheaton City Hall, 303 West Wesley St., Wheaton, IL

Council Chambers, 2<sup>nd</sup> Floor

Bid Bond Required: 10% of full bid price must be included with submittal

Project Completion: October 1, 2017

Note: The Prevailing Wage Act (820 ILCS 130/1-12) DOES apply

Contacts for this bid: [LStyczen@wheaton.il.us](mailto:LStyczen@wheaton.il.us)

All required contractor pre-qualification documents, plans and specifications are available only online at the City of Wheaton website <http://www.wheaton.il.us/bids/> beginning June 23, 2017. All questions regarding this project bid are to be addressed to the procurement Officer at the Wheaton City Hall, 303 W. Wesley Street, Wheaton, Illinois, via e-mail at [LStyczen@Wheaton.il.us](mailto:LStyczen@Wheaton.il.us).

Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibited.

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## 2017 STREETLIGHT POLE PAINTING

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### GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES

Solicitations are open to all business firms actively engaged in providing the materials, equipment, and services specified and inferred. Active engagement will be verified via references.

#### 1) SOLICITATION PROCESS

##### a) Documents:

- i) The City of Wheaton's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
- ii) It is the responsibility of the Bidder to seek clarification of any requirement that may not be clear. This includes a review of all solicitation documents.
- iii) All questions concerning this solicitation shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of a public addendum will be published on the City's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/).
- iv) Any interpretation, correction or change of the solicitation documents will be made by published Addendum. Interpretations, corrections, and changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at <http://www.wheaton.il.us/bids/>. It is up to the Bidder to check this site for the most current addendum.
- v) Bidders shall acknowledge the receipt of any addendum.

##### b) The Cone of Silence:

- i) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
- ii) During the period beginning with the issuance of the solicitation document through the execution of the award document, bidders are prohibited from all communications regarding this solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials.
- iii) Any attempt by a bidder to influence a member or members of the aforementioned may be grounds to disqualify the bidder from participation in this solicitation.

##### c) Exceptions to the Cone of Silence:

- i) Written communications directed to the Procurement Officer
- ii) All communications occurring at pre-bid meetings
- iii) Oral presentations during finalist interviews, negotiation proceedings, or site visits
- iv) Oral presentations before publicly noticed committee meetings
- v) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- vi) Procurement of goods or services for Emergency situations

#### 2) INVESTIGATION

- a) It shall be the responsibility of the Bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
  - i) If the site of the work is an area restricted from the general public, a pre-bid meeting will be provided for all potential bidders to perform this inspection.
  - ii) If the site of the work is an area open to the general public, the potential bidder may perform their inspection at a time of their choosing.
- b) Bidder 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 of delivery, installation, or construction.
- c) No plea of ignorance by the bidder of conditions that exist or that may hereafter exist, because of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

#### 3) OFFERS

- a) Exceptions to specifications, requirements, terms and conditions must be clearly identified.
- b) Offers including goods or equipment must include: Manufacturer's warranties and/or guarantees
- c) Offers including service during the warranty/guarantee period must include, in writing, any restrictions, and/or associated costs.
- d) QUOTES are to be submitted via fax or e-mail. Verbal offers will not be accepted.
- e) FORMAL OFFERS must be on the forms provided and compiled in the order stated. Do not use binders, folders, tabs, or papers larger than 8.5 x 11.
- f) Delivery of an offer is acceptance of the City's requirements. Offers containing terms and conditions contrary to those specified, or taking exception to any of the Special Terms and Conditions, General Terms and Conditions, Specifications, or Addenda as stated by the City may be considered non-responsive.
- g) The City shall not accept an offer which is based upon any other offer, contract, or reference to any other document or numbers not included in the solicitation documents.

4) ORDER OF PRECEDENCE

- a) Wherever requirements are in conflict, the order of precedence shall be as follows: City Agreement, City Specifications, City Special Terms, and Conditions; City General Terms and Conditions.
- b) City requirements take precedence over Bidder's offer.

5) SIGNATURES AS OFFER

- a) The signing of the submittal by the bidder constitutes an offer. If accepted by the City, the offer becomes part of the Agreement.
- b) Offers by:
  - i) Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
  - ii) Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
  - iii) corporations shall be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter.

6) WITHDRAWAL OF OFFERS

- a) Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.
- b) Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
- c) Negligence in preparing an offer confers no right of withdrawal after opening / due date.

7) TIMEFRAME AND CONSEQUENCES

- a) Offers must be received before the designated time.
- b) Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
- c) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

8) PUBLIC OPENINGS

- a) Formal offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Officer shall read the name of the bidder, offered price, and note if deviations are stated. after the opening an apparent low bid will be announced. Award will be based on analysis of costs, deviations, city budget, and approval by City Council.
- b) Results of Openings will be published on the City's website [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) within three business days.
- c) Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.

d) Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

9) REQUIREMENTS

a) Brand Names or Equal:

- i) Specifications are prepared to describe the goods and services which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the contractor.
- ii) If an offer does not indicate deviations or alternatives to the specifications, the City shall assume the offer is fully compliant with all specifications.
- iii) Specifications are not intended to exclude potential contractors. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating materials that are satisfactory.
- iv) Consideration of other makes and models will be considered, provided the bidder submits a request for pre-approval by the Last Date for Questions stated on the cover page. Bidder should state exactly what he proposes and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item. A written response in the form of a public addendum will be published on the City's website, [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/).

b) Quantities:

- i) All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.
- ii) The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The bidder accepts that the quantities stated are estimates only and will not hold the City bound to said number.
- iii) The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

10) BID BONDS

- a) The City requires a Bid Bond / Bid Deposit of 10% of the full Agreement price.
- b) If a Bid Deposit (preferred), it shall be submitted with the formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of Wheaton. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Bidders.
  - i) The Bid Deposit check of the successful Bidder will be retained until the Agreement has been executed and all required documents, including a Performance Bond, are received.
  - ii) The Bid Deposit check of the successful Bidder shall be forfeited to the City if the Bidder withdraws its offer, or neglects, refuses or is unable to enter into an Agreement.
- c) If Bidder chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

11) DEVIATIONS TO REQUIREMENTS AND ALTERNATE OFFERS

- a) If the Bidder is unable to meet most of the specifications, but believes their product/work will meet the needs of the city, the Bidder should submit an Alternate Bid and include material specification sheets, performance data, or other documentation justifying consideration.
- b) If a Bidder plans to submit multiple offers, each offer must be packaged separately and identified on the outer envelope and on the cover page of the offer in a way that can be differentiated from the other offer(s).
- c) The Procurement Officer reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within Purchasing's recommendation to the City Council.

12) ENVIRONMENTAL REQUIREMENTS

- a) The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to providing services in an equitable manner for present and future generations.

- b) Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material content feasible. The City requests that Bidders suggest recycled content products as alternatives.
- c) Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post-consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.
- d) To help "Turn Wheaton Green", the bidder's sustainability policy, as well as green initiatives for this solicitation, will be considered in the evaluation of the offer.

13) PRICE

- a) The price offered shall remain firm throughout the duration of the Agreement.
- b) Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.
- c) Price shall represent the entire cost of all requirements stated within the solicitation and Agreement. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.

14) FOR PROJECTS BID AS TIME AND MATERIAL

- a) Time, inclusive of but not limited to salaries, benefits, overtime, set-up, break-down, includes all costs associated with labor for this service.
- b) Material, inclusive of but not limited to goods, components, equipment, includes all costs associated with all items necessary to complete this service.
  - i) Complete illustrative and technical data, drawings, and/or printed literature for the materials or equipment quoted should be included with the offer.
- c) Overhead and Profit shall include all costs not covered under material or labor, such as fixed costs and taxes.

15) DISCOUNTS

- a) Discounts of less than thirty (30) days will not be considered in the evaluation.
- b) Discounts for thirty (30) days or more may be considered in the evaluation.
- c) Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
- d) Discounts will be figured from the date of receipt of a proper invoice or the approval of the quality of the product received or service completed – whichever is later.

16) TAXES

- a) Unit prices shall not include any local, state or federal taxes.
- b) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax, and Federal Excise Tax.
- c) The City's Sales Tax Exemption Number is E9997-4312-07.
- d) The Contractor shall pay sales, consumer, use and other similar taxes.

17) EVALUATION OF OFFERS

- a) Receipt of One (or too few) offers: If the City receives one or too few bids, as defined by the City, from a publicly broadcasted solicitation, the City may reschedule the opening to a later date. The offers received will either be:
  - i) returned unopened to the Bidder for re-submittal at the new due date and time, or
  - ii) if there are no changes in requirements, and pending agreement with the Bidder, held until the new due date and time
- b) If the City does not receive any bids, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

18) DETERMINING RESPONSIVENESS OF THE OFFER

a) Responsive bids are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation documents, inclusive of all required documents, compliant to all product requirements and specifications, able to meet delivery requirements, accepting of all Agreement terms and conditions.

19) WAIVERS AND REJECTIONS OF OFFERS

- a) The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussion with Bidders to further clarify the offer as may be necessary. Correction of the offer shall be effected by submission within 4 hours (e-mail or fax) of a corrected page with changes documented and signed.
- b) The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City Agreements, and other reasons deemed important to the City.
- c) The City reserves the right to accept or reject any offer in which the Bidder names a total price for all the work without breaking down requested material costs, labor costs, and/or overhead and profit.
- d) Multiple offers from an individual, firm, partnership, corporation, or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a bidder is interested in more than one offer may result in rejection of all offers in which the bidder is interested. Any or all offers will be rejected if there is any reason for believing that collusion exists.
- e) Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting a proposal for work. However, a subcontractor may not submit a proposal as a prime contractor, and a prime contractor may not submit a proposal as a subcontractor.
- f) FOIA: If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until the City awards or rejects the reissued solicitation.

20) DETERMINING RESPONSIBILITY OF THE BIDDER

- a) The City reserves the right to determine the competence, the financial stability, and the operational capacity, of any Bidder.
- b) Upon request by the City, Bidders shall furnish evidence for the City to evaluate their resources and ability to provide the goods and services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, listing of personnel's qualifications, certificates, licenses; listing of committed but not yet completed orders; financial statements.
- c) Bidder may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.
- d) Bidders may be required to affect a demonstration of the item or service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
- e) Bidders may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Bidder. The City reserves the right to eliminate a bidder who has not demonstrated the required years of service within the required specialty.
- f) Bidders may be required to provide their internal policy on sustainability.
- g) The City reserves the right to determine if such information might hinder, influence the quality of the work specified, or prevent the prompt completion of additional work such as future maintenance and service.

21) CONFIDENTIAL INFORMATION

- a) Bidders may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Bidder's financial condition at the end of the past fiscal year, an annual report.
- b) Bidders may be required to provide other information which they consider proprietary and confidential, and if made known to the public, may affect their ability to compete in the marketplace. Said information will be subject to Illinois State FOIA requirements including the following exemptions:

- i) (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
- ii) Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
- c) Bidders considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

22) SELECTION PROCESS

- a) The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations.
- b) The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, ordering lead times, equipment maintenance costs, standardization, available project management resources, and items typically identified with and relating to a "Life Cycle Cost Analysis".
- c) The City will consider the following non-exclusive list in determining award: soft costs of Agreement management; total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling.
- d) The City will contact references to verify bidder's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' experience if the contractor has character, integrity, and a reputation for good judgment.
- e) If the city's evaluation yields a concern with the potentially recommended bidder's ability, the City reserves the right to require a Performance Bond at no additional cost to the city.
- f) Should identical low, responsive and responsible bids be received from two or more Bidders, the City shall exercise one of the following tie breaking methods:
  - i) Tie Bid (two suppliers): The Procurement Officer, with a witness present, may flip a coin with heads representing the Offeror whose name appears first in alphabetical order. If the toss is heads, said Offeror will receive the recommendation to award.
  - ii) Tie Bid (three or more suppliers): The Procurement Officer, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each Offeror cut the cards. The Offeror who cuts the highest card (with Ace high) shall be recommended for award.

23) AWARD

- a) Except as otherwise stated, bidders will be awarded within ninety (90) days from the opening date.
- b) Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
- c) When there is a Base Bid and Alternates, the low bidder shall be the lowest responsible and responsive bid submitted for the Base Bid and Alternate A. If all Bids and Alternate A exceed the project budget, the city reserves the right to award to the bidder presenting the best alternatives for the city.
- d) When there is a Base Bid and Options, the low bidder shall be the lowest responsible and responsive bid submitted for the best combinations for the city.
- e) The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate, or to reject any and all offers in whole or in part according to the best interests of the City.
  - i) Bidder may restrict their offer to consideration in the aggregate by so stating on the proposal form, but must name a unit price on each item.
- f) The successful Bidder may be required to enter into an Agreement with the City of Wheaton covering all matters set forth in the solicitation document, and addenda.

24) REQUIREMENTS IF AWARDED THE WORK

- a) Registration: The successful supplier, prior to the execution of the order, or no later than 10 days after receipt of the award document, must be registered to do business in the City of Wheaton and the State of Illinois.
- b) Insurance: The successful Bidder, if awarded by Agreement, will be required to carry insurance acceptable to the City. (*reference Contract Addendum 1*).
  - i) Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the contract.
  - ii) The Bidders obligation to purchase stated insurance cannot be waived by the city's action or inaction.
- c) Bonds: The successful bidder, if awarded by Agreement, may be required to provide a bond/bonds. Said bonds must be through a bonding company listed on the Department of the Treasury's Listing of Certified Companies <http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>
  - i) Surety must be in compliance with any bond requirements mandated by the State of Illinois.
- d) Security Clearance: Background checks inclusive of finger printing MAY be required for contractors servicing secured areas. Contractors will submit a list of employees' names to the Project Manager who will coordinate the background checks with the police department. Said list should include staff to cover absences or reassignment.
  - i) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this Agreement.
  - ii) The contractor shall be responsible for all personnel engaged in the work. Contractor must ensure that: said personnel have been completely and satisfactorily cleared by the City of Wheaton for work within secure areas; a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared or work; equipment and personnel do not enter facilities except as required during the progress of the work.
  - iii) The City reserves the right to request removal of any contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for work within secure areas. The City must be provided written notice prior to time of replacement.

25) AUDIT

- a) The successful Bidder may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information, and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

26) PROTESTS

- a) Any Bidder who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
  - i) Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Officer no later than the last date for questions as reflected on the cover page of this document.
  - ii) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.
- b) Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).

- c) A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
  - i) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Bidder filing the protest.
  - ii) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- d) Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.
  - i) The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
  - ii) Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
  - iii) The City Manager's decision is final.

27) OTHER ENTITY USE

- a) Although this solicitation is specific to the City of Wheaton, Offerors have the option of allowing this offer, if awarded by the City to the Offeror, to be available to other local entities and agencies within the DuPage-Kane-Cook-Will and Kendall Counties. If the successful Offeror and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and Agreement.
- b) It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Supplier.

**END OF GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES**

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## 2017 STREETLIGHT POLE PAINTING

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### GENERAL TERMS AND CONDITIONS FOR CONTRACTORS

- 1) **AGREEMENT ADMINISTRATION**
  - a) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed Agreement.
  - b) Once the "Work May Proceed" order is issued, the contractor's primary contact with the city will become the Project Manager.
  - c) The Project Manager's primary responsibility is to assure the city receives the contracted services in accordance to the terms and conditions and specifications of the Agreement. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor equipment, materials, and project progress; address any quality issues and change orders; verify schedule of Values, output, schedule status; conduct random inspections.
  - d) The contractor will provide the name and contact information of a Key Representative to the Project Manager who can be contacted during time of emergency or at any hour city staff sees fit to do so.
    - a. If security clearance is required for this work, it will be pursued at this time.
- 2) **COMMUNICATIONS PLAN**
  - a) The Contractor shall designate an individual who must be present, at all times, on the site and who will serve as the Contractor's authorized representative throughout the completion of the Work and who shall be readily available to respond to communications. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Agreement Documents. This representative shall be subject to receive instructions and have full authority to execute the directions, without delay, and promptly supply any necessary labor, equipment, material, or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Project Manager, in anything relating to the Work, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the City, be at once discharged and shall not be employed again on any part of the Work.
  - b) The Contractor shall provide the name and phone number of the Contractor's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested all reasonable costs, including the payment of overtime wages or charges, shall be deducted from payments due the Contractor. Contractor shall immediately notify the Project Manager in writing of any change in the identity and telephone number of the Contractor's representative.
  - c) The contractor is required to provide the City's project manager with written/e-mailed bulletins addressing the status of the project throughout the life of the Agreement.
  - d) The bulletins shall cover all work performed and completed and shall confirm the schedule of the work yet to be performed. It shall also state any assumptions and/or exclusions.
  - e) The bulletin shall identify problems encountered, or still outstanding, with an explanation of the cause and resolution of the problem or how the problem will be resolved.
  - f) The contractor will be responsible for conducting status meetings with the project manager as scheduled. The meetings can be in person or over the phone, at the discretion of the city.
- 3) **DOCUMENTS**
  - a) Contractor is to maintain at the job site a complete and current set of drawings, plans and Agreement documents; bulletins, supplemental instructions, proposals, change orders, subcontractor's proposals, supplier's invoices, all written requests, and responses to each required change.
  - b) All documents must accurately reflect the current status of all pertinent data including changes in the line item quantities and contract sum attributed to change orders.
  - c) All documents are to be available to the Project Manager.
  - d) All documents are to be available for auditing purposes, Freedom of Information Act compliance requirements and other reasons necessitated by the city.

4) MATERIAL AND EQUIPMENT

- a) If the offer identifies an item by manufacturer's name, trade name, catalog number, or reference, the contractor shall furnish the item so identified and shall not propose to furnish an "equal".
- b) If the identified item is no longer available, the City must approve any proposed "equal" prior to order placement. The City will not incur any additional costs for the "equal".
- c) All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- d) Contractor must provide documentation that any and all Hazardous Material created during the performance of the project work has been disposed of or recycled in compliance with the "Standards for Universal Waste Management", as set forth in Title 35, Part 733 of the Illinois Administrative Code, and other applicable State, Federal and local regulations.
- e) All material or equipment furnished shall meet the minimum requirements of Occupational Safety & Health Standard (OSHA) published in the Federal Register, U L, or other nationally recognized certifying body.
- f) Contractor shall store all volatile wastes in covered metal containers and remove from the Project site daily.
- g) Contractor shall provide adequate ventilation when using volatile or noxious substances or materials.

5) SUBSTITUTIONS

- a) No substitutions will be considered after Notice of Award except under one or more of the following conditions:
  - i) Substitution required for compliance with final interpretations of code requirement or insurance regulations
  - ii) Unavailability of specified products, through no fault of the contractor.
  - iii) Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
  - iv) Manufacturer /fabricator refusal to certify or guarantee performance of specified product as specified.
  - v) When a substitution would be substantially to owner's best interest.
- b) Substitutions will not be considered when items are indicated or implied on shop drawings or product data submittals without formal request.

6) REQUESTS FOR SUBSTITUTION

- a) Submit request for substitution to the attention of the Project Manager. Include documentation confirming compliance of proposed substitution with Agreement documents.
  - i) For products include: Product description and identification, manufacturer's name, and address. manufacturer's literature, performance and test data, reference standards, samples, name, and address of similar projects on which product was used and dates of installation
  - ii) For construction methods include: detailed description of proposed method, drawings illustrating methods, itemized comparison of proposed substitution with product or method specified, statement regarding the effect of the substitution to the construction schedule
- b) Identify: changes or coordination required, other contracts affected, accurate cost data on proposed substitution in comparison with product or method specified.
- c) Contractor attests that he has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified; that he will provide the same guarantee for substitution as for product or method specified; that he will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.
- d) Cost data must include all related costs under contract but excludes owner's redesign, administrative costs of owner, costs under separate contracts.
- e) Contractor will pay all additional costs and expenses for owner and other contractors.
  - i) Acceptance of substitution will require substantial revision of plans, drawings, and Agreement documents for all related projects.

7) DELIVERY AND STORAGE

- a) Deliveries of documents, materials, equipment etc. are between the hours of 8:30 A.M. and 3:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated.

- b) Failure to deliver within a reasonable lead-time as determined by the city, shall constitute authority for the Procurement Officer to purchase in the open market items of comparable grade to replace the items not delivered.
- c) Contractor is to accept material and equipment delivered to the job site and is responsible to store all items in accordance with the manufacturer's written instructions, handling, and protection from weather, damage, and theft for the duration of the Agreement. Contractor shall be responsible for losses.
- d) Material delivered shall remain the property of the Contractor until:
  - i) A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
  - ii) Material is determined to be in full compliance with the solicitation documents and executed Agreement.
  - iii) Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City of Wheaton reserves the right to inspect the goods within a reasonable time after delivery.
- e) Contractor assumes full responsibility for protection and safekeeping of the contractor's own materials and equipment stored on premises, and move, if necessary, all stored products which interfere with operations of the city.
- f) Unless otherwise specified, packaged material shall remain in original containers with labels intact and seals unbroken.
- g) The contractor shall submit a Material Safety Data Sheet (MSDS) prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

8) NONCONFORMING MATERIALS

- a) In the event the delivered material is not in compliance to the specification documents and executed Agreement, the City will reject the material.
- b) Contractor shall remove rejected materials at his expense promptly after notification of rejection.
- c) Contractor shall provide replacement of rejected articles immediately. If replacement is not timely, as determined by the city, the Procurement Officer will purchase in the open market items of comparable grade to replace the items not replaced and the Contractor shall reimburse the City for any expense incurred in excess of Agreement prices. Such purchases shall be deducted from Agreement quantities.
- d) The city reserves the right to either: cancel the order; request contractor to issue credit to the city; or deduct such amount from monies owed.
- e) Should public necessity demand it, the City reserves the right to use or consume items delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Officer.

9) MANUFACTURER'S REQUIREMENTS

- a) All work must be performed according to manufacturer's stated recommendations.
- b) If manufacturer's stated recommendations conflict with specifications, issues should be addressed in writing to the Project Manager prior to proceeding with any work.
- c) If manufacturer's stated recommendations include required services not listed within the specifications, said services must be considered as inherent to the city's specifications and offers should include said services.
- d) All work is to be performed consistent to industrial performance standards.

10) PERMITS AND LICENSES

- a) The successful contractor shall be responsible for obtaining, at their own expense, all permits and licenses which may be required to complete the Agreement.
- b) Contractor represents that it, its employees, agents, and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations, and ordinances applicable to the performance of this Agreement.

11) CONTRACTOR USE OF PREMISES

- a) Confine operations at site to areas permitted by all laws, ordinances, and permits, as well as the Agreement documents.
- b) The contractor shall control operations to avoid interference with normal traffic flow on and around the site; when necessary provide barriers, warning lights, and signs as required to protect workers and the public.

- c) Limit use of premises for work, storage of material and equipment, and parking of worker's automobiles.
- d) Conduct operations in a manner that avoids interference with use of the building and building operations and which protects persons and property.
- e) If utility shut-down is required, provide Project Manager two (2) days advanced warning and estimation of duration of required utility shutdown.

12) **UTILITY LOCATION**

- a) The contractor must exercise extreme caution while working around existing utilities. The contractor shall notify J.U.L.I.E., utility companies, and the Project Manager before commencing construction work around utility locations within the scope of the project.

13) **CONTRACTOR IDENTIFICATION**

- a) For security purposes, all contracted service providers must be clearly identified with company photo id and company attire.
- b) Upon Project Manager's approval, contractors requiring unrestricted mobility within designated facilities will require a City of Wheaton Contractor photo id.
- c) Contractor's advertising decals, stickers or other signs shall not be affixed to equipment or visible to the public.

14) **MANUALS AND DOCUMENTS**

- a) The contractor shall submit to the owner such operating and maintenance manual and repair part lists as required by the nature of the work.

15) **CLEANING**

- a) Contractor shall maintain premises and public properties free from accumulation of waste, debris, and rubbish caused by construction operations. Cleaning and disposal operations must comply with Federal, State and local ordinances and anti-pollution laws.
- b) Provide on-site metal containers for collection of waste materials, debris, and rubbish.
- c) At completion of work: sweep paved areas broom clean; remove waste materials, rubbish, tools, equipment, machinery, and surplus materials; clean all sight-exposed surfaces and leave project area clean and ready for use; clean the project site, yard, grounds, and landscaped areas; remove petro- chemical spills, stains, and other foreign deposits; clean plumbing fixtures to a sanitary condition, free of stains. Touch-up and otherwise repair and restore marred exposed finishes and surfaces.
- d) If Contractor fails to clean up as provided in this paragraph 15, the City may do so and the City shall be entitled to reimbursement from the Contractor.

16) **SAFETY AND HEALTH**

- a) All Occupational Safety and Health Administration (OSHA) standards apply.
- b) Store volatile wastes in covered metal containers and remove from premises daily.
- c) Provide adequate ventilation during use of volatile or noxious substances.
- d) Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work required under the Agreement.
- e) Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (i) employees on the project and other person who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or subcontractors; and (iii) other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- f) Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

17) **CHANGE ORDER PROCEDURE**

- a) The city reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the Agreement. All such changes shall be executed under the conditions of the original Agreement, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- b) Bulletins: From time to time during progress of the work, the city may issue a bulletin which interprets the Agreement documents or order minor changes in the work without change in Agreement sum or Agreement time.
  - i) Issuance of a bulletin is not to be considered a change order authorizing additional work or affecting project time table. Such changes require a proposal, review, and if approved, a change order.
- c) Should the contractor consider that a change in the specified work, the Agreement sum or Agreement time is required, he shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

18) CHANGE ORDERS

- a) Issuance of an oral statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.
- b) Approved Change Orders will be numbered in sequence and dated.
- c) Approved Change Orders are required with any/all changes in, the specified work, the Agreement sum, the time for completion, or any combination thereof.
- d) Change orders will describe the change or changes, will refer to the bulletin(s) and proposal(s) involved, and will be signed by the city and the contractor prior to implementing the change.
- e) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the Agreement.
  - i) If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the city will authorize the documented Change Order which will be confirmed via Agreement amendment.
  - ii) Additional requests for additional costs and/or extensions of time for previously proposed and accepted items will NOT be granted after initial acceptance.
- f) The contractor will take measures to ensure contractors and sub-contractor's staff is familiar with the procedures for processing change orders.

19) PAYMENT

- a) Authorization of payment requires receipt of contractor's invoice, acceptance of product/services and receipt of other required paperwork such as: certificate of origin, MSDS, Waivers and Liens, Certified Payroll (if applicable).
- b) Payment will be:
  - i) Made to the company awarded this Agreement. Under no circumstances will a third party be reimbursed.
  - ii) Via the City's Purchasing Card Program, MasterCard, in which payment will occur at time of product or service delivery (preferred); or
  - iii) Via supplier generated invoice.
- c) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
  - i) Invoices must be submitted to the city within six months of order completion. Any invoices submitted in excess of six months from order completion will not be paid.

20) CONTRACTOR SERVICE ISSUES

- a) Recourse for non-compliant construction services shall be managed, in any order, via (a) Punch List, (b) Retainage and/or (c) Performance Bonds.

21) LIQUIDATED DAMAGES

- a) The time of completion for the performance of this Agreement is of the essence of this Agreement. The City will require liquidated damages if deadlines are not met, not as a penalty, but rather as a reasonable measure of damages given the nature of the losses that may result from delay.

- b) For this Agreement, the Contractor agrees to compensate the City in the amount of \$200.00 per calendar day beyond the delivery date specified unless the delivery date is delayed for reasons of force majeure.
- c) Any extensions agreed to by executed Change Orders will be considered in the application of Liquidated Damages.

22) **PROCESS TO TERMINATE**

- a) The service provider shall not be reimbursed until services are compliant.
- b) If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the contractor's Failure to Comply.
- c) If contractor fails to achieve required results within stated timeframe, Procurement will terminate Agreement.
- d) The City shall have the right to terminate this Agreement, with or without cause, upon fifteen (15) days written notice to the Contractor. The Contractor shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination.

**END OF GENERAL TERMS AND CONDITIONS FOR CONTRACTORS**

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## 2017 STREETLIGHT POLE PAINTING

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### SPECIAL TERMS AND CONDITIONS FOR CONTRACTED SERVICES

#### 1. Introduction

The City of Wheaton has street light poles in the downtown area that require cleaning and new paint. (Reference Exhibit A).

#### 2. Background

There are four types of street lamps.

A. Group 1

83 each: Antique Cast Aluminum: 14 feet  
14 each: Antique Cast Aluminum: 16 feet

B. Group 2

65 each: Antique Cast Iron: 14 feet

C. Group 3

38 Each: Antique Steel with decorative base: bottom 8 feet of each pole

#### 3. Scope

##### Group 1: Prepare and Coat from top to bottom

- A. Pre-Wash: Power wash poles to remove any loose paint and clean the area to be painted.
- B. Remove Salt: Spray poles with diluted Chlor\*Rid and let sit for 10 minutes.
  - i. This method has been used in the past.
  - ii. Other pre-approved equivalent products will be considered. (Reference schedule of dates for pre-approvals.)
- C. Rinse Poles: Power wash poles to remove Chlor\*Rid and salt residue. (Reference Exhibit B)
  - i. Allow poles to dry completely.
- D. Prepare Poles to SSPC-SP3 (Reference Exhibit C)
- E. Prime Coat: Apply one full coat of Amerlock Sealer (Reference Exhibit D)
- F. Intermediate Coat: Apply one full coat of Amerlock 400 (Reference Exhibit E)
- G. Finish Coat: Apply one full coat of PSXONE (Reference Exhibit F)

##### Group 2: Prepare and Coat from top to bottom

- A. Pre-Wash: Power wash poles to remove any loose paint and clean the area to be painted.
- B. Prepare Poles to SSPC-SP3 (Reference Exhibit C)
- C. Prime Coat: Apply one full coat of Amerlock Sealer (Reference Exhibit D)
- D. Intermediate Coat: Apply one full coat of Amerlock 400 (Reference Exhibit E)
- E. Finish Coat: Apply one full coat of PSXONE (Reference Exhibit F)

##### Group 3: Prepare and Coat from bottom up to 8 feet

- A. Pre-Wash: Power wash poles to remove any loose paint and clean the area to be painted.
- B. Prepare Poles to SSPC-SP3 (Reference Exhibit C)
- C. Prime Coat: Apply one full coat of Amerlock Sealer (Reference Exhibit D)
- D. Intermediate Coat: Apply one full coat of Amerlock 400 (Reference Exhibit E)
- E. Finish Coat: Apply one full coat of PSXONE (Reference Exhibit F)

#### Options For Pricing:

The City is requesting pricing for three options:

- A. OPTION I: Contractor to scrape and paint the pole without removing the clamshell around the base.
- B. OPTION II: Contractor to remove the clamshell and scrape and paint the pole and clamshell separately.  
Contractor to reinstall clamshell onto pole when painting is complete.
- C. OPTION III: City would remove clamshell. Contractor to scrape and paint the pole and clamshell separately. City would reinstall clamshell onto pole when painting is complete.

All Work:

- A. Work shall proceed in a continuous manner.
  - i. Contractor may not have any more than a three (3) day window between the start and completion of each pole.
  - ii. Poles on one street shall be completed prior to advancing to the next street.
- B. Use of Fire Hydrants
  - i. Fire hydrants may only be accessed by using a standard City of Wheaton water meter and with the authorization of the City of Wheaton Water Department.
    - a. Water meters are available from the City of Wheaton Water Department for a deposit of Seven Hundred Dollars (\$700).
    - b. The deposit will be refunded upon return of the meter in good condition.
  - ii. Water shall be available to the Contractor free of charge during painting operations.
    - a. The Contractor shall be held accountable for water usage.
    - b. The use and metering of City water at all times is a condition which shall be strictly enforced.
    - c. Failure to comply with this condition may result in a fine assessed upon the Contractor, in accordance with the Wheaton City Code.

4. Timeframe

- A. Bid posted on June 23, 2017.
- B. Last Date for Pre-Approval of Equivalent Products: June 30, 2017, at 12:00 p.m.
- C. Last Date for Questions: June 30, 2017, at 12:00 pm local time
- D. Bid Responses Due: July 7, 2017, prior to 11:00 am local time
- E. Project Completion Date: by October 1, 2017.

5. Communications Plan

- A. The Contractor shall attend a pre-construction meeting with the City Project Manager prior to commencement of any work.
- B. The successful Contractor must submit the following for approval at, or before, the pre-construction meeting:
  - i. Certificates of Insurance, Endorsements, and a Waiver of Subrogation;
  - ii. Performance Bond;
  - iii. Project schedule, including anticipated completion date;
  - iv. List of all essential project personnel with job title and experience listed; and
  - v. Legal certifications and compliance with laws documentation

6. Work Hours

- A. Monday – Friday 7:00am - 5:00pm (excluding City holidays) or with the approval of the Project Manager.
- B. The Contractor shall notify the Project Manager at least 48 hours prior to initial start of operations, and prior to any temporary cessation and resumption of operations.

7. Prevailing Wage

- A. The Prevailing Wage Act (820 ILCS 130/1-12) DOES apply. Reference Agreement Addendum 2.
- B. Certified Payroll is required with each invoice.

Waivers of Lien

- C. The first Application for Payment shall be accompanied by the General Contractor's partial waiver of lien, called Waiver of Lien to Date, for the full amount of payment due.
- D. Each subsequent Application for Payment shall be accompanied by the General Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Labor, Subcontractors and Material Suppliers who were included in the immediately preceding Application for Payment to the extent of that payment.
- E. The final Application for Payment must be accompanied by the Final Waiver of Lien for the full amount of the Contract from the General Contractor, Labor, Subcontractors, and Material Suppliers, including those who have not previously furnished such final waivers.

8. Bonds

- A. A Bid Bond / Bid Deposit of 10% of the full Agreement price is required with submittal.
- B. A Performance Bond of one hundred ten percent (110%) of the full Agreement price, consistent with the requirements of section 1.7 of the Agreement, is required for the faithful fulfillment of the Agreement; for the protection of the City from all liens and damages arising out of the work.
- C. Bond Certificates must be submitted with the signed Agreement, i.e. no later than ten (10) days after receipt of the award document.

9. Insurance Requirements

Reference Agreement Addendum 1.

10. Cost Structure

- A. All of the work not specifically mentioned herein which is required to delivered the completed project as specified herein shall be included in the bid proposal as Price Per Foot.

11. Method of Payment: Partial payment based on progress.

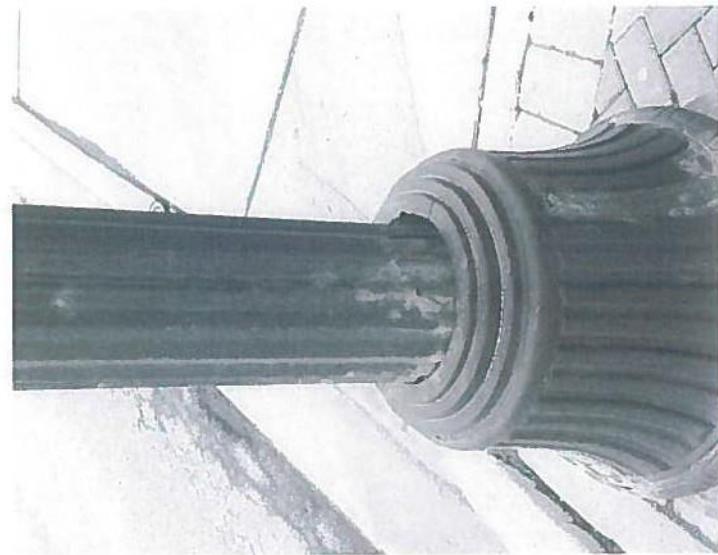
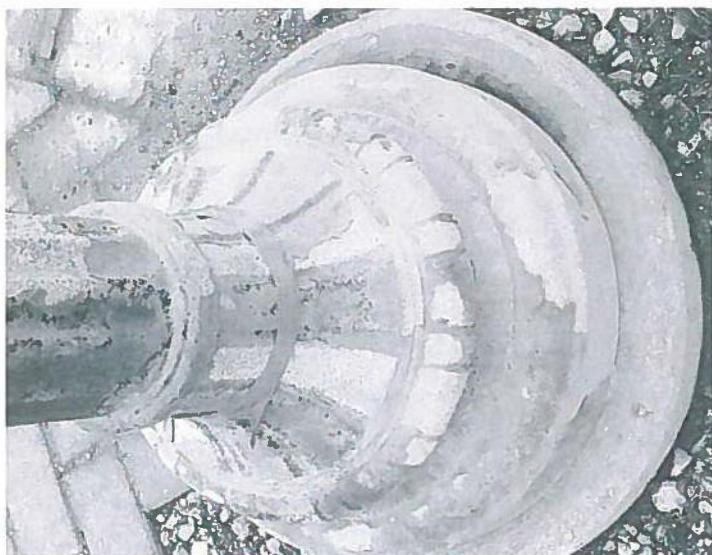
Invoices

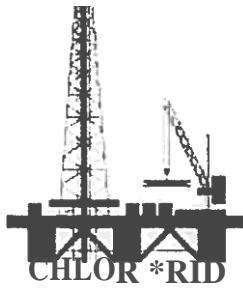
- A. All invoices must reflect the following applicable information: Agreement Number, name of the Project, name of the Contractor, and the services/deliverables with the price depicted in the same format as the offer.
- B. Lien waivers must be submitted with each invoice.
- C. All invoices are mailed to the attention of the Project Manager; City of Wheaton, PO Box 727, Wheaton, IL 60187.

Project Close Out

- D. Verification of quality and completion of service
- E. Completion of Punch List and all areas of non-compliance or incomplete tasks
- F. Final Payment: Prior to authorization of Final Payment, the following documents must be submitted:
  - i. Completed Waivers and Liens
  - ii. All Certified Payrolls
  - iii. Documented completion of the Punch List
  - iv. Statements of Warranty
  - v. Written approval of the City's Project Manager

**END OF SPECIAL TERMS AND CONDITIONS FOR CONTRACTED SERVICES**





# CHLOR RID International, Inc.

EXHIBIT B

P.O. Box 908 Chandler, AZ 85244  
Toll Free 800-422-3217 Office 480-821-0039 Fax 480-821-0364  
[ir.chlor-11d.com](http://ir.chlor-11d.com)

## CHLOR\*RID® LIQUID SOLUBLE SALT REMOVER DIRECTIONS

**DESCRIPTION:** CHLOR\*RID is a unique functional performance product which aids in the removal of chlorides, sulfates, nitrates and other surface reacted soluble salts.

**HIGH PRESSURE WASHING:** CHLOR\*RID is added to the water of the pressure washer, usually in a dilution ratio of 1:100. (See Testing below) Add CHLOR\*RID by means of a metering pump or add to a reservoir water supply. A siphon device may be used, but most such devices lack dilution control and positive input. Use potable water or other approved source. A minimum 3000 p.s.i. pressure washer is recommended. A zero degree rotating nozzle is also recommended. Flush washer and lines prior to application. Can also be applied through UHP waterjetting equipment. Hold pressure nozzle perpendicular to the surface and preferably 4 to 8 inches away to ensure all surfaces are washed with direct high pressure. In areas of deep pitting, slow the wash speed to enable better cleaning. Do not rinse. Typical application rate is 300 to 1000 Sq. Ft. per gallon of CHLOR\*RID.

**HAND WASHING:** Use CHLOR\*RID DTSTM (Direct To Surface) according to directions. CHLOR\*RID DTS is ready to use direct from the container- no dilution necessary.

**WET ABRASIVE BLASTING:** Add CHLOR\*RID to the system at 1 U.S. gallon per 300-1000 square feet of surface to be blasted using potable water or other approved source. (Dilution ratio of 1:250 typical.) Add CHLOR\*RID to rinse water at 1:250 ratio (or HOLD\*BLAST in a 1:50 dilution ratio to prevent flash rusting). Always use appropriate safety equipment.

**MIST/VAPOR BLASTING:** Add CHLOR\*RID in a 1:100 dilution to the water of the mist blaster. The same water solution may be used for wash down of particulate matter after blasting (or HOLD\*BLAST in a 1:50 dilution ratio to prevent flash rusting).

**TESTING:** After cleaning or blasting a small sample area, test the surface with a CHLOR\*TEST™ kit to verify cleanliness. Adjust speed of travel, standoff distance, pressure or dilution as necessary and retest to verify desired cleanliness level is attained. Abrasives and water used should be tested with CHLOR\*TEST kits "A" and "W" respectively.

Due to a wide variety of surface conditions, work environments, weather conditions, etc., these directions are general and may require alterations to better suit individual conditions. Call CHLOR RID International Inc. for recommendations for a specific project. CHLOR RID International Inc. assumes no liability for use or misuse of the product inconsistent with its labeling.

**WARRANTY:** CHLOR RID International Inc. warrants this product to be identical in chemical and physical properties from batch to batch within the specification limits of the raw materials used in its manufacture.

**SAFETY PRECAUTIONS:** KEEP OUT OF REACH OF CHILDREN. Do not mix with other chemicals. See M.S.D.S. for full precautions before use. This product is intended for professional use only.

**Solvent Cleaning SSPC-SP1 Definition:**

Solvents such as water, mineral spirits, xylol, toluol etc., are used to remove solvent-soluble foreign matter from the surface of ferrous metals. Rags and solvents must be replenished frequently to avoid spreading the contaminant rather than removing it. Low-pressure (1500 - 4000 psi) high volume (3 - 5 gal/min.) water washing with appropriate cleaning chemicals is a recognized "solvent cleaning" method. All surfaces should be cleaned per this specification prior to using hand tools or blast equipment.

**Hand Tool Cleaning SSPC-SP2 (SSI-St3) Definition:**

A mechanical method of surface preparation involving wire brushing, scraping, chipping and sanding. Not the most desirable method of surface preparation, but can be used for mild exposure conditions. Optimum performances of protective coatings should not be expected when hand tool cleaning is employed.

**Power Tool Cleaning SSPC-SP3 (SSI-St3) Definition:**

A mechanical method of surface preparation widely used in industry and involving the use of power sanders or wire brushes, power chipping hammers, abrasive grinding wheels, needle guns etc. Although usually more effective than hand tool cleaning, it is not considered adequate for use under severe exposure conditions or for immersion applications.

**White Metal Blasting SSPC-SPS (SSI-Sa3), or NACE #1 Definition:**

The removal of all visible rust, mill scale, paint and contaminants, leaving the metal uniformly white or gray in appearance. This is the ultimate in blast cleaning. Use where maximum performance of protective coatings is necessary due to exceptionally severe conditions such as constant immersion in water or liquid chemicals.

**Commercial Blast SSPC-SPG (SSI-Sa2), or NACE #3 Definition:**

All oil, grease, dirt, rust scale and foreign matter are completely removed from the surface and all rust, mill scale and old paint are completely removed by abrasive blasting except for slight shadows, streaks or discolorations caused by rust stain, mill scale oxides or slight, tight residues of paint or coating that remain. If the surface is pitted, slight residue of rust or paint may be found in the bottom of pits; at least two-thirds of each square inch of surface area shall be free of all visible residues and the remainder shall be limited to the light residues mentioned above.

**Brush Off Blast SSPC-SP7 (SSI-Sa1), or NACE #4 Definition:**

A method in which all oil, grease, dirt, rust scale, loose mill scale, loose rust and loose paint or coatings are removed completely. Tight mill scale and tightly-adhered rust, paint and coatings are permitted to remain. However all mill scale and rust must have been exposed to the abrasive blast pattern sufficiently to expose numerous flecks of the underlying metal fairly uniformly distributed over the entire surface.

**Brush Off Blast SSPC-SP10 (SSI-Sa2 %), or NACE #2 Definition:**

In this method, all oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter have been completely removed from the surface by abrasive blasting, except for very light shadows, very slight streaks or slight discolorations caused by rust stain, mill scale oxides or slight, tight residues of paint or coating. At least 95% of each square inch of surface area shall be free of all visible residues, and the remainder shall be limited to the light discolorations mentioned above. From a practical standpoint, this is probably the best quality surface preparation that can be expected to today for existing plant facility maintenance work.

**Power Tool Cleaning to Bare Metal SSPC-SP11 Definition:**

Utilizing same equipment as Power Tool Cleaning to remove all visible coatings and contaminants to bare metal substrate.

**Aluminium Definition:**

Remove water-soluble dirt and chemicals with water and detergent; solvent-soluble contaminants with solvent. Rinse, allow to dry, then power or hand abrade to remove the thin film of aluminium oxide. Moderate exposures require only one or two topcoats. Avoid using lead pigmented primers and topcoats. Exposure to corrosive chemicals calls for an epoxy primer followed by an appropriate topcoat for the environment.

**Brass, Bronze, Copper, Lead, Terne Definition:**

Remove contaminants with a combination of water, detergents and solvents (same as aluminium). Allow the metal to dry, then power or hand abrade to remove oxides. Conventional oil and alkyd base primers or finishes may be used.

**Galvanized Metal Definition:**

Clean same as aluminium and Brass etc, or allow to weather for six months. Caution: Be sure the manufacturer of the galvanized metal has used a paintable "white rust" preventative. Conventional coatings containing oil or alkyd resins must not be used. Specify only special primers made for use on galvanized metal. In severe Type A environments, or in areas of high humidity or continuous condensation, brush blasting is recommended to assure maximum system adhesion and performance.



# Amerlock® Sealer

*100% solids epoxy sealer*

## Product Data/ Application Instructions

- Solventless sealer and tiecoat
- Penetrates rust and adheres to aged coatings
- Compatible with aged coatings
- Accepts broad range of topcoats
- Compatible with damp substrates
- Resists high humidity and moisture
- Primer for concrete surfaces
- Curing compound for new concrete

### Typical Uses

Amerlock Sealer is a penetrating sealer for marginally prepared steel and aged coatings. Its low viscosity and excellent wetting properties allow it to penetrate rust and discontinuities in existing coatings which in turn improves adhesion of subsequent topcoats. Amerlock Sealer has excellent resistance to corrosive environments.

Amerlock Sealer is also used as a concrete primer/sealer and as a concrete curing compound. When used as a concrete curing compound, Amerlock Sealer is applied to concrete slabs immediately after pouring and finishing, or to formed concrete surfaces as soon as the forms are removed (three days after initial pour). Concrete must cure a minimum of 14 days (total) prior to topcoating with epoxy surfacers or coatings.

Amercoat 450

### Physical Data

Finish	Gloss	
Color	Clear	
Components	2	
Curing mechanism	Chemical reaction	
Volume solids (calculated)	100%	
Ory fihn thickness per coat	15mils (38microns)	
Coats	1 or 2	
Theoretical coverage 1.5mils (38 microns)	ft <sup>2</sup> /gal 1069	mZfL 27.1
VOE (theoretical) mixed	ft <sup>2</sup> /gal 0.0	w <sup>1</sup> L 0.0
Temperature resistance, dry continuous	0F 200	0C 93
intermittent	250	121
Flashpoint (SETA)	0F	C
Amerlock Sealer resin	>212	>100
Amerlock Sealer cure	>212	>100
Amercoat 12	2	-17
Amercoat 65	81	27

Amerlock Sealer Amercoat 370, 385.

### Typical Systems Using Amerlock Sealer

First Coat	Second Coat	Third Coat
	or Amerlock 2, 400 II	Series. Amershield, or none
Amerlock Sealer	Amercoat 100A, 110C, 120A, or PSX 758	Amerlock 2, 400 Amershield, or or none



# Amerlock® 400

Amerlock Series

High -solids epoxy coating

## Product Data/ Application Instructions

### •Low VOC

- High-performance general maintenance coating for new or old steel
- Cures through wide temperature range
- Self-priming topcoat over most existing coatings
- Can be overcoated with wide range of topcoats
- Compatible with prepared damp surfaces
- Compatible with adherent rust remaining on prepared surfaces
- 5 mils or more in a single coat
- Resists high humidity and moisture
- Temperature resistance to 450°F on insulated or uninsulated surfaces when mixed with Amercoat 880 glass flake additive
- Can be applied to substrates with temperatures up to 250°<sup>o</sup>P

Amerlock's low solvent level meets VOE requirements. reduces the chances for film pinholing and solvent entrapment at the substrate-coating interface, often a major cause of coating failure with conventional epoxies and lower solids systems.

Amerlock 400 is available in a variety of colors, including aluminum, and therefore does not require a topcoat. For extended weatherability or special uses, a topcoat may be desired.

### Typical Uses

Amerlock 400 is used in those areas where blasting is impractical or impossible. As a maintenance coating, Amerlock 400 protects steel structures in industrial facilities, bridges, tank exteriors, marine weathering, offshore, oil tanks, piping, roofs, water towers and other exposures. Amerlock 400 has good chemical resistance to splash/spillage, fumes and immersion in neutral, fresh and salt water (see resistance table). Contact your PPG representative for specific information.

### Typical Properties

#### Physical

Abrasion resistance (ASTM 04060)	1kg load/1000 cycles	weight loss
	CS-17 wheel	102 mg
Impact resistance (ASTM 02794)	Direct	24 in •lb
	Reverse	6 in •lb
Moisture vapor transmission (ASTM D1653)		6.28g/m <sup>2</sup> 24hrs.
Adhesion (ASTM 04541)		900 psi

#### Performance

Saltspray (ASTM B117)	3000 hours
Face blistering	None
Humidity (ASTM 02247)	750 hours
Face corrosion, blistering	None

Immersion (NACE TM-01-69) fresh water 1 year

blistering

None

### Qualifications

USDA -Incidental food contact NFPA-

QassA

NSF Standard 61\*-For use in drinking water, valves only.

\*For NSF application information, please visit our website at [www.ppgamercoatus.ppgpmc.com/NSF/](http://www.ppgamercoatus.ppgpmc.com/NSF/)

### Physical Data

Finish	Semigloss
Color	Standard, Rapid Response, custom colors and aluminum

White and light colors may show yellowing on aging. Use of Amercoat 861 with white or light colors will slightly discolor.

Yellow, red and orange colors will fade faster than other colors due to the replacement of lead-based pigments with lead-free pigments in these colors.

Components	2	
Curing mechanism	Solvent release and chemical reaction between components	
Volume solids (ASTM D2697 modified)	85% ± 3%	
Dry film thickness (per coat)	4-8 mils (100-200 microns)	
Coats	1 or 2	
Theoretical coverage 1 mil (25 microns)	ft <sup>2</sup> /gal	m <sup>2</sup> /L
400	1331	32.6
400AL	1412	34.7
5 mils (125 microns)		
400	266	6.5
400AL	282	6.9
VOE	lb/gal	g/l
400 mixed*	1.5	180
Directive 1999/13/EC, SED	1.4	163
400AL mixed**	1.0	120
mixed/thinned (11 i2 pt/gal)**	2.0	240

\*EPA method 24

\*\*Calculated

Temperature resistance,*	wet	dry		
	op	°C	°F	°C
400	100	38	200	93
continuous	100	38	350	177
intermittent	100	38		
with 880 (1 gal can/2 gal mix)				
continuous	100	38	425	218
intermittent	100	38	450	232

\*At temperatures above 200°F, dry film thickness must not exceed 10 mils (250 microns).

Some discoloration and darkening will occur at temperatures greater than 200°F, this will not affect film integrity or coating performance.

Flash point (SETA)	°F	•C
2400 resin	131	55
400 cure	85	29
2AV400AL resin	110	43
400AL cure	116	47
Amercoat® 8	20	-7
Amercoat 65	78	25
Amercoat 101	145	63
Amercoat 12	2	-17

\*Amerlock 400 resin and Amerlock 2 resin are identical, and are repackaged under a common label as Amerlock 2400 resin. Amerlock 400 cure and Amerlock 2 cure are different, and are labeled individually.

## PSX® ONE

April 2012

Revision of March 2012

<b>DESCRIPTION</b>	High Solids, Single Pack Acrylic Polysiloxane
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<b>PRINCIPAL CHARACTERISTICS</b>	<ul style="list-style-type: none"> <li>High gloss topcoat</li> <li>High solids, low VOC</li> <li>Ease of application, brush, roll, or spray</li> <li>Isocyanate free</li> <li>Excellent gloss retention</li> <li>Meets SSPC Paint 36 Level 3 requirements</li> </ul>
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<b>COLOR AND GLOSS</b>	Standard Color Offering, Safety Colors, Custom Colors
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## Gloss

- *Certain colors, especially red, orange, and yellow may require additional coats for adequate hiding, especially if applied over primers with a significant color contrast.*

**BASIC DATA**

Volume solids	75% ± 3%
VOE	1.75 lbs/gal (210 g/L)
Recommended	
Dry film thickness (per coat)	2 – 3 mils (50 – 75 microns)
Theoretical Spread Rate	<ul style="list-style-type: none"> <li>@ 1 mil dft 1203 ft<sup>2</sup> / gallon</li> <li>@ 2 mils dft 602 ft<sup>2</sup> / gallon</li> <li>@ 3 mils dft 401 ft<sup>2</sup> / gallon</li> </ul>
Components	1
Shelf Life	1 year from date of manufacture

**SURFACE PREPARATION**

Coating performance is proportional to the degree of surface preparation. Refer to the application instructions for specific primers and intermediate coats for application and curing procedures. Ensure epoxies are free from amine blush prior to overcoating. All previous coats must dry and free of contaminants. Adhere to all minimum and maximum topcoat times for specific primers and intermediate coats. Aged epoxy coatings may require abrading prior to applying PSX ONE. A test patch over unknown coatings is recommended.

**ENVIRONMENTAL CONDITIONS**

Ambient temperatures	40°F to 120°F (5°C to 49°C)
Material temperatures	50°F to 90°F (10°C to 32°C)
Relative humidity	20 – 90%
Surface temperature	40°F to 120°F (5°C to 49°C)
General air quality	Surface temperature must be at least 5°F above dew point temperature. Area should be sheltered from airborne particulates and pollutants. Avoid combustion gases or other sources of carbon dioxide that may promote ambering of light colors. Ensure good ventilation during application and curing. Provide shelter to prevent wind from affecting spray patterns.

**INSTRUCTIONS FOR USE**

Mixing	Agitate with a power mixer for 1-2 minutes until completely dispersed.
Airless spray	30:1 pump or larger, 0.013 - 0.017 fluid tip
Air spray	Thin up to 20%, standard conventional equipment, 0.070" fluid orifice. A moisture and oil trap in the main line is essential.
Brush & roll	Use a high quality natural bristle brush and / or solvent resistant, 1/4" or 3/8" nap roller. Ensure brush / roller is well loaded to avoid air entrainment. Multiple coats may be necessary to achieve adequate film build. Amercoat 8q1 flow control additive can be used to for enhanced flow and leveling with brush and roll application.

# PSX ONE

Thinner	<i>Amercoat 911</i>
Cleaning solvent	<i>Amercoat 12 Cleaner or Amercoat 911 thinner</i>
Primers	<i>Amercoat One, Amercoat 5105, Amercoat 185H, Amercoat 370, Amercoat 385, Amercoat 399, Amerlock 21400, Amercoat 235, Amercoat 240, Pittguard Epoxies, Amerlock Sealer, Amercoat 68HS, Amercoat 237M</i>
Safety precautions	<p>For paint and recommended thinners see safety sheet 1430, 1431 and relevant material safety data sheets</p> <p>This is a solvent borne paint and care should be taken to avoid inhalation of spray mist or vapor as well as contact between the wet paint and exposed skin or eyes.</p>

## DRY/CURE TIMES

### PSX ONE @ 2 mils dft

	50°F	70°F	90°F
Dry to touch	3 hours	2 hours	1 hour
Dry through	16 hours	9 hours	5 hours
Dry to recoat	5 hours	2 hours	1 hour
Maximum recoat	30 days		

## AVAILABILITY

Packaging	Available in 1-gallon and 5-gallon units																
Product codes	<table> <tr> <td>PXONE23</td> <td>Pearl Gray base</td> </tr> <tr> <td>PXONE3</td> <td>White base</td> </tr> <tr> <td>PXONE9</td> <td>Black base</td> </tr> <tr> <td>PXONET1</td> <td>Deep tint base</td> </tr> <tr> <td>PXONET2</td> <td>Light tint base</td> </tr> <tr> <td>PXONET3</td> <td>Neutral tint base</td> </tr> <tr> <td>PXONET4</td> <td>Red tint base</td> </tr> <tr> <td>PXONET5</td> <td>High Hiding Yellow tint</td> </tr> </table>	PXONE23	Pearl Gray base	PXONE3	White base	PXONE9	Black base	PXONET1	Deep tint base	PXONET2	Light tint base	PXONET3	Neutral tint base	PXONET4	Red tint base	PXONET5	High Hiding Yellow tint
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PXONE3	White base																
PXONE9	Black base																
PXONET1	Deep tint base																
PXONET2	Light tint base																
PXONET3	Neutral tint base																
PXONET4	Red tint base																
PXONET5	High Hiding Yellow tint																

### Worldwide statement

While it is always the aim of PPG Protective & Marine Coatings to supply the same product on a worldwide basis, slight modification of the product is sometimes necessary to comply with local or national rules/circumstances. Under these circumstances an alternative product data sheet is used.

## WARRANTY STATEMENT

PPG warrants (i) its title to the products, (ii) that the quality of the product(s) conform to PPG's specifications for such products in effect at the time of manufacture and (iii) that the products shall be delivered free of the rightful claim of any third person for infringement of any U.S. patent covering the products. THESE ARE THE ONLY WARRANTIES PPG MAKES AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, UNDER STATUTE OR ARISING OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY OTHER WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE DISCLAIMED BY PPG.

The information in this data sheet is based upon laboratory tests PPG believes to be accurate and is intended for guidance only. PPG may modify the information contained herein at any time as a result of practical experience and continuous product development. All recommendations or suggestions relating to the use of PPG products, whether in technical documentation, or in response to a specific inquiry, or otherwise, are based on data, which to the best of PPG's knowledge, are reliable. The products and information are designed for users having the requisite knowledge and industrial skills and it is the end-user's responsibility to determine the suitability of the product for its intended use.

PPG has no control over either the quality or condition of the substrate, or the many factors affecting the use and application of the product. Therefore, PPG does not accept any liability arising from loss, injury or damage resulting from such use or the contents of this data sheet (unless there are written agreements stating otherwise).

This data sheet supersedes all previous versions and it is the user's responsibility to ensure that this data sheet is current prior to using the product. The English text of this document shall prevail over any translation thereof.

## PSXONE

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### LIMITATION OF LIABILITY

The information in this data sheet is based upon laboratory tests we believe to be accurate and is intended for guidance only. All recommendations or suggestions relating to the use of the products made by PPG Protective & Marine Coatings, whether in technical documentation, or in response to a specific enquiry, or otherwise, are based on data which to the best of our knowledge are reliable. The products and information are designed for users having the requisite knowledge and industrial skills and it is the end-user's responsibility to determine the suitability of the product for its intended use.

PPG Protective & Marine Coatings has no control over either the quality or condition of the substrate, or the many factors affecting the use and application of the product. PPG Protective & Marine Coatings does therefore not accept any liability arising from loss, injury or damage resulting from such use or the contents of this data sheet (unless there are written stating otherwise).

The data contained herein are liable to modification as a result of practical experience and continuous product development.

This data sheet replaces and annuls all previous issues and it is therefore the user's responsibility to ensure that this sheet is current prior to using the product. The current data sheets are maintained at [www.ppgpmc.com](http://www.ppgpmc.com)

The English text of this document shall prevail over any translation thereof.

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## 2017 STREETLIGHT POLE PAINTING

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### COST PROPOSAL

**Page 1 of 4**

**PLEASE SUBMIT 2 original Cost Proposals in sequential order as follows:**

- 1) Cost Proposal form
- 2) Bid Bond (10% of full bid price)
- 3) Contractor Submittal Requirements
- 4) Certification of Compliance
- 5) Notice of Deviations
- 6) Contractor Certification Part I
- 7) Contractor Certification Part II
- 8) Equal Employment Opportunity Clause
- 9) Drug Free Workplace Certification
- 10) Certificate of Insurance

**Do not submit perforated pages, nor bind your proposal in anything other than paper clips or binder clips.**

BIDDER has examined copies of all the Invitation to Bid Documents and of the following Amendments  
(receipt of all which is hereby acknowledged):

Amendment #	Date	Amendment #	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

It is the Bidder's responsibility to check the City of Wheaton web site to see if any amendments are issued regarding this project. Amendments may be issued until 48 hours before bid due date.

<http://www.wheaton.il.us/bids/>.

Company Name \_\_\_\_\_

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## 2017 STREETLIGHT POLE PAINTING

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### COST PROPOSAL FORM

Page 2 of 4

**Bid due date: FRIDAY, JULY 7, 2017 at 11:00 a.m.**

<b><u>OPTION I:</u></b> Contractor to scrape and paint the pole without removing the clamshell around the base.						
Group	Description	Height	# of Poles	Total Sq Ft	Price/Sq Ft	Extended Price
1	Antique Cast Aluminum	14'	83	1,162	\$	\$
	Antique Cast Aluminum	16'	14	224	\$	\$
2	Antique Cast Iron	14'	65	910	\$	\$
3	Antique Steel w/decorative base (bottom 8' only)	8'	38	304	\$	\$
<b>TOTAL COST OPTION I =</b>						

Lead Time to start = \_\_\_\_\_ calendar days

Time to complete = \_\_\_\_\_ calendar days

To facilitate possible Change Orders, provide an hourly rate: \$\_\_\_\_\_/hr

Company Name\_\_\_\_\_

Signature\_\_\_\_\_

Job Title\_\_\_\_\_

Print Name\_\_\_\_\_

Date Signed\_\_\_\_\_

## 2017 STREETLIGHT POLE PAINTING

### COST PROPOSAL FORM

Page 3 of 4

**Bid due date: FRIDAY, JULY 7, 2017 at 11:00 a.m.**

**OPTION II:** Contractor to remove the clamshell and scrape and paint the pole and clamshell separately.  
Contractor to reinstall clamshell onto pole when painting is complete.

Group	Description	Height	# of Poles	Total Sq Ft	Price/Sq Ft	Extended Price
1	Antique Cast Aluminum	14'	83	1,162	\$	\$
	Antique Cast Aluminum	16'	14	224	\$	\$
2	Antique Cast Iron	14'	65	910	\$	\$
3	Antique Steel w/decorative base (bottom 8' only)	8'	38	304	\$	\$
<b>TOTAL COST OPTION II =</b>						

Lead Time to start = \_\_\_\_\_ calendar days

Time to complete = \_\_\_\_\_ calendar days

To facilitate possible Change Orders, provide an hourly rate: \$\_\_\_\_\_/hr

Company Name\_\_\_\_\_

Signature\_\_\_\_\_

Job Title\_\_\_\_\_

Print Name\_\_\_\_\_

Date Signed\_\_\_\_\_

## 2017 STREETLIGHT POLE PAINTING

### COST PROPOSAL FORM

Page 4 of 4

**Bid due date: FRIDAY, JULY 7, 2017 at 11:00 a.m.**

**OPTION III:** City would remove clamshell. Contractor to scrape and paint the pole and clamshell separately.  
City would reinstall clamshell onto pole when painting is complete.

Group	Description	Height	# of Poles	Total Sq Ft	Price/Sq Ft	Extended Price
1	Antique Cast Aluminum	14'	83	1,162	\$	\$
	Antique Cast Aluminum	16'	14	224	\$	\$
2	Antique Cast Iron	14'	65	910	\$	\$
3	Antique Steel w/decorative base (bottom 8' only)	8'	38	304	\$	\$
<b>TOTAL COST OPTION III =</b>						

Lead Time to start = \_\_\_\_\_ calendar days

Time to complete = \_\_\_\_\_ calendar days

To facilitate possible Change Orders, provide an hourly rate: \$\_\_\_\_\_/hr

Company Name\_\_\_\_\_

Signature\_\_\_\_\_

Job Title\_\_\_\_\_

Print Name\_\_\_\_\_

Date Signed\_\_\_\_\_

**CUSTOMIZED MAILING LABEL FOR SEALED BID**

**XXXXXXXXX CUT OUT XXXXXXXXX**

***Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".***

**SEALED BID – DO NOT OPEN**

**PROPOSAL FOR:  
2017 STREETLIGHT POLE PAINTING**

**PROPOSAL FROM: (Insert your company name below)**

Sealed Bids Due: July 7, 2017 before 11:00 a.m.

Public Bid Opening: July 7, 2017 at 11:00 a.m.

**TO BE OPENED BY PROCUREMENT OFFICER**

**MAIL TO:**

Procurement Office  
City of Wheaton / City Hall  
P.O. BOX 0727  
303 West Wesley Street  
Wheaton, IL 60187-0727

## 2017 STREETLIGHT POLE PAINTING

### CONTRACTOR PROFILE AND SUBMITTAL REQUIREMENTS

The Contractor shall attach to this proposal:

**This completed form**

**Evidence of Experience and Capabilities:**

1. Experience as evidenced by a listing of five (5) references which demonstrate previous successful projects completed by the installer for comparable system during the last three (3) years.

Years in business: \_\_\_\_\_

Years in business under this name: \_\_\_\_\_

Years performing this type of work: \_\_\_\_\_

2. Work History

Value of work: completed in past 12 months: \$ \_\_\_\_\_ now under contract: \$ \_\_\_\_\_

Number of Clients: serviced in past 12 months: \_\_\_\_\_ now under contract: \_\_\_\_\_

**Work Specific Knowledge and Ability**

3. A certification from the product manufacturer stating that the installer has been trained and approved in the installation of the product to be used. Certification letter shall be dated within twelve (12) months of bid date.
4. Manufacturer's product literature, installation recommendations, technical data sheets for each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
5. Manufacturer's certification that the products to be used meet the applicable referenced standards and these specifications.
6. Attach a list of the areas of work that will be performed by a sub-contractor.

**Availability and Lead Time**

7. A properly executed Contractor's Qualification statement (AIA document A305).

**Safe Risk**

8. An Insurance Certificate as evidence that the company is insured

9. Warranty Statement

10. Answer the following questions:

Has your firm: Failed to complete a contract? Yes No  
Been involved in bankruptcy or reorganization? Yes No  
Pending judgment claims or suits against firm? Yes No

Have you had any: OSHA fines within the last three (3) years? Yes No  
Job related fatalities within the last five (5) years? Yes No

**If you have answered Yes to any of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.**

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Job Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date Signed \_\_\_\_\_

This number must appear on the face  
of all invoices and documents related  
to this Agreement No.

**CITY OF WHEATON, ILLINOIS  
2017 STREETLIGHT POLE PAINTING  
AGREEMENT**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ by and between the **CITY OF WHEATON**, an Illinois municipal corporation (“**City**”), located at 303 W. Wesley Street, Wheaton, Illinois, 60189 and \_\_\_\_\_ (“**Contractor**”), located at \_\_\_\_\_.

WHEREAS, the City has determined that it is reasonable, necessary, and desirable to engage the Contractor to provide materials, labor, equipment, supervision and services required to provide streetlight pole painting in the City of Wheaton (hereinafter, “**Streetlight Pole Painting**”) consistent with the City’s 2017 Streetlight Pole Painting Invitation to Bid package which is attached hereto and incorporated herein as if fully set forth as **Group Exhibit A**; and

WHEREAS, Contractor has submitted a cost proposal a to provide the materials, labor, equipment, supervision and services required to provide streetlight pole painting in the City of Wheaton, a copy of the proposal is attached hereto and incorporated herein as if fully set forth as **Group Exhibit B**, and Contractor represents that it has the necessary expertise and experience for streetlight pole painting in the City of Wheaton, upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, agreements, and conditions set forth in the Agreement, the parties agree as follows:

**SECTION 1. PROJECT.**

**1.1 Recitals.** The recitals set forth above, including **Group Exhibit A** and **Group Exhibit B**, are incorporated herein as substantive terms and conditions of this Agreement and represent the intent of the parties. Any inconsistency between the services as stated by the City in **Group Exhibit A** and the services as proposed by the Contractor in **Group Exhibit B** shall be controlled by the services as stated by the City in **Group Exhibit A**, unless specifically waived in writing in the contrary to this Subsection 1.1. Where this Agreement is inconsistent with any provision of **Group Exhibit A** or **Group Exhibit B**, this Agreement shall control.

**1.2 Project Name.** The name of this project is the **2017 Streetlight Pole Painting** (“**Project**”).

**1.3 Retention and Services.** The City retains the Contractor to provide streetlight pole painting (“**Work**”) for the completion of this Project in strict accordance with this Services Agreement, including the Terms & Conditions, Special Terms and Conditions, Specifications and Drawings contained in Group Exhibit A and which collectively shall be referred to as the “**Contract Documents**,” and the Contractor agrees to and shall provide the Work required to complete this Project in strict accordance with the Contract Documents.

**1.4 Independent Contractor Status.** The Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners,

or joint-venturers between the City and Contractor; or (ii) to create any relationship between the City and any subcontractor of the Contractor. Contractor is not in any way authorized to make any contract, agreement, or promise on behalf of the City, or to create any implied obligation on behalf of the City, and Contractor specifically agrees that it shall not do so. The City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Agreement.

**1.5 Time of Performance.** Contractor agrees and shall complete the Project by October 1, 2017. The Contractor agrees that time is of the essence.

**1.6 Additional Work.** The Contractor shall provide only the Work specified in the Contract Documents. Additional work that is not part of the Work of the Contract Documents may be assigned subject to prior written approval or direction by the City. Payment for additional work shall be mutually agreed upon by the parties before the commencement of any additional work. Any additional work shall be subject to the terms and conditions of this Agreement.

**1.7 Bonds.** Contractor shall furnish performance bonds equal to one-hundred and ten percent (110%) of the full contract price on forms approved by the City. Bond certificates must be submitted with the executed Agreement. Such bond(s) shall be conditioned to save and keep harmless the City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against the City by reason of any negligence, default or failure of the Contractor in building, constructing or completing the Work, and that the Work shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; a copy of such bond certificate shall be attached to this Agreement and made a part hereof.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT.**

**2.1 Agreement Amount.** The total amount billed by the Contractor for the Work performed for the Project under this Services Agreement shall not exceed \_\_\_\_\_, including reimbursable expenses, without the prior express written authorization of the City.

**2.2 Invoices and Payments.** For the Work performed by Contractor, the City shall pay Contractor as follows:

- a) Authorization of payment requires the following: receipt by the City of invoices from the Contractor containing sufficient detail of the Work performed to enable the City to properly evaluate the payout request; acceptance by the City of the Work, including materials and/or equipment; and receipt of other paperwork required by this Agreement.
- b) Retainage in the amount of ten percent (10%) of a payment request will be deducted from the amount determined for the first fifty percent (50%) of the Project. Retainage will be held until: i) all defective work has been remedied; ii) all work is one-hundred percent (100%) final and the City's project manager has formally accepted the work; and iii) all waivers, liens, certified payrolls, warranty documents and other required documentation are provided. If the work is fifty percent (50%) completed, satisfactory and on schedule, upon the discretion of the Project Manager, the City will continue to retain no less than five percent (5%) of the total adjusted Agreement price.
- c) The City shall pay Contractor in accordance with the Illinois Local Government Prompt Payment Act.

d) Payment will be made to the Contractor either through the City's Purchasing Card Program, MasterCard, in which payment will occur at the time of Work delivery, or through a Contractor generated invoice. Invoices shall be submitted to the City within six (6) months of completion of the Services. Any invoices submitted in excess of six (6) months from the date that Work is completed, will not be paid. Under no circumstances will a third party be reimbursed for Work performed under this Agreement.

**2.3. Unappropriated Funds.** The obligation of the City for payment to the Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

**2.4. Taxes, Benefits, and Royalties.** The Agreement Amount includes all applicable federal, state and City taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Work, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Contractor.

**2.5. Records.** The Contractor shall maintain records showing actual time devoted and costs incurred in connection with the Work performed under this Agreement, and shall permit the authorized representative of the City to inspect, audit and make copies of all data and records of the Contractor for the Work done under this Agreement. All such records shall be clearly identifiable. The records shall be made available to the City during normal business hours during the Agreement period, and for three years after the termination of the Agreement.

### **SECTION 3. REPRESENTATIONS OF CONTRACTOR.**

**3.1 Warranty of Services.** The Contractor represents, certifies and warrants that it shall perform and complete the Work in a manner consistent with the level of care, skill, and diligence exercised by other recognized Contractors in the Wheaton area, under similar circumstances at the time the Work is performed. The representations, certifications, and warranties expressed shall be in addition to any other representations, certifications, and warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

**3.2 Solvency.** The Contractor represents that it is financially solvent and has the necessary financial resources to perform the Work with the standard of care required under this Agreement.

**3.3 Key Project Personnel/Personnel.** The Key Project Personnel identified in Group Exhibit B shall be primarily responsible for carrying out the Work on behalf of the Contractor. The Key Project Personnel shall not be changed without the City's prior written approval. The Contractor shall provide all personnel necessary to complete the Work.

### **SECTION 4. INDEMNIFICATION; INSURANCE; LIABILITY**

**4.1 Indemnification.** The Contractor shall, without regard to the availability or unavailability of any insurance, either of the City or of the Contractor, indemnify, save harmless, and defend the City, and its officials, directors, officers, employees, agents, and attorneys, in whole or in part from and against any and all lawsuits, claims, demands, damages, liabilities, losses, fines,

judgments, settlements, penalties, costs, and expenses, including, but not limited to reasonable expert witness and attorneys' fees, as well as costs of litigation, that arise, or may be alleged to have arisen, out of or in connection with Contractor's performance or failure to perform the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extend caused by the sole negligence of the City.

The obligation on the part of the Contractor to defend, hold harmless, and indemnify the City shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed as prohibiting the City, its officials, directors, officers, employees, agents or attorneys from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Contractor and the City, the parties agree that any and all lawsuits, claims, demands, damages, liabilities, losses, fines, judgments, settlements, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

**4.2 Insurance.** Contemporaneous with the Contractor's execution of this Agreement, the Contractor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth by the City in the **Contract Addendum 1** included in Group Exhibit A to this Agreement.

**4.3 No Personal Liability.** No elected or appointed official, director, officer, agent or employee of the City shall be personally liable, in law or in contract, to the Contractor as the result of the execution, approval or attempted execution of this Agreement.

**4.4. No Liability to Any Third Party.** The City shall have no liability to any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether the City shall be advised, shall have reason to know or in fact shall know of the possibility.

**4.5 Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.

**4.6 Patents.** The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, good or device utilized or supplied in connection with the performance of the Work required or provided pursuant to the terms of this Agreement.

## **SECTION 5. CONFIDENTIAL INFORMATION.**

**5.1 Confidential Information.** The term "**Confidential Information**" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the City prior to the time of disclosure of said information to the Contractor under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this

Agreement on the part of the Contractor or the City; or (iv) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

**5.2 No Disclosure of Confidential Information by the Contractor.** The Contractor acknowledges that it in the event that it shall, in performing the Work for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information, that Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

**5.3 Breach of Confidentiality.** In the event of breach of the confidentiality provisions of Section 5 of this Agreement, it shall be conclusively presumed that irreparable injury would result to the City and there would be no adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City shall be entitled to damages for any breach of the injunction, including but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

## **SECTION 6. TERMINATION and DEFAULT.**

**6.1 Termination.** Notwithstanding any other provision hereof, the City may terminate this Agreement, with or without cause, at any time upon fifteen (15) days prior written notice to the Contractor. In the event that this Agreement is so terminated, the City shall pay Contractor for the Work performed and reimbursable expenses actually incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach of this Agreement. The written notice required under this subsection shall be either (i) served personally during regular business hours; (ii) served by facsimile during regular business hours (iii) served by certified or registered mail, return receipt requested, addressed to the address listed at the end of this Agreement with postage prepaid and deposited in the United States mail or (iv) by e-mail sent to the Contractor's Key Project Personnel. Notice served personally, by facsimile transmission or e-mail shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. Contractor shall provide the City with its Key Project Personnel's e-mail address upon its execution of this Agreement. On receiving such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Work under this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice to the City showing in detail the Work performed under this Agreement up to the termination date. Contractor's receipt of payment for Work rendered upon City's termination of this Agreement, is Contractor's sole and exclusive remedy for termination for convenience by the City. City's termination for convenience does not constitute a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR WORK PERFORMED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM CITY'S TERMINATION FOR CONVENIENCE.

**6.2 Default.** If it should appear at any time that the Contractor has failed or refused to perform, or has delayed in the performance of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work requirements or any other requirement of this

Agreement ("Event of Default"), then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

**1. Cure by Contractor.** The City may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that is the subject of the Event of Default; and to take any or all action necessary to bring the Contractor and the Work into compliance with this Agreement.

**2. Termination of Agreement by City.** The City may terminate this Agreement as to any or all Work yet to be performed, effective at a time specified by the City, and shall pay Contractor for the Work performed or reimbursable expenses actually incurred as of the effective date of termination.

**3. Withholding of Payment by City.** The City may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Contractor or as a result of actions taken by the City in response to any Event of Default by the Contractor.

## **SECTION 7. WARRANTIES and REPRESENTATIONS.**

**7.1** With respect to any materials and equipment furnished under this Agreement, Contractor warrants: (i) that all items are free of defects in title, design, material, and workmanship; (ii) that each item meets or exceeds the requirements of this Agreement, and all Exhibits incorporated herein; (iii) that each replacement item is new, in accordance with original material or equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new); and (iv) that no item or its use infringes any patent, copyright, or proprietary right.

**7.2** Work, materials, or equipment not conforming to the requirements of this Section shall be considered defective. If required by the City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Liability or refusal of a subcontractor, material supplier, or equipment supplier responsible for the defective work or materials, to correct or replace the same, shall not excuse the Contractor from performing under this warranty.

**7.3** Any defective material, or workmanship, or any unfaithful or imperfect Work, which may be discovered before the final acceptance of the Work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the City Project Manager, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction or Work shall not relieve the Contractor from any obligation to perform sound and reliable Work as required by this Agreement.

**7.4** Contractor shall transfer to the City any manufacturers' warranties which it has for materials used in connection with this Project.

**7.5** The warranty rights and remedies provided in this Section 7 are in addition to and do not limit any rights afforded to the City by any other provision or term in this Agreement or by law.

**7.6** Contractor represents and warrants that Work performed by Contractor shall conform to all applicable state and federal safety standards/directives for setting-up and utilizing platforms, lifts, ladders, scaffolding, safety lines and belts, and similar equipment used for demolition and construction.

**7.7** Contractor's employees, agents, and subcontractors shall use personal protective equipment, safety harnesses, fall protection equipment, hard hats or other equipment required to perform the Work in a safe manner. Contractor will hold safety training, safety briefings or other meetings to ensure all staff are fully prepared to perform the Work with safety in mind.

**7.8** Contractor shall conduct daily safety and health inspections of the work site. Contractor shall promptly report any accidents, injuries, spills or near misses to the City.

## **SECTION 8. COMPLIANCE WITH LAWS AND GRANTS.**

**8.1 Freedom of Information Act.** The Contractor shall, within four (4) business days of the City's request, provide any documents in the Contractor's possession related to this Agreement which the City is required to disclose to a requester under the Illinois Freedom of Information Act ("FOIA"). This provision is a material covenant of this Agreement. Contractor agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to an FOIA request. Should Contractor request that the City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' fees and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless the City, and agrees to pay all costs in connection therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the City.

**8.2 Generally: Permits/Codes/Business Laws/Safety Standards/Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and will comply with all applicable municipal, county, state and federal statutes, ordinances, rules, and regulations, including without limitation all applicable building and fire codes, now in force or which may hereafter be in force, any statutes regarding qualification to do business, and all local, state and federal safety standards. Contractor shall comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Agreement or the Services. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

**8.3 No Delinquent Taxes.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax, or has entered into an agreement with Department of Revenue for payment of all taxes due and is currently in compliance with that agreement, as set forth in 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.

**8.4 No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq. The

Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

**8.5 Sexual Harassment Policy.** The Contractor shall certify that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 755 ILCS 5/2-105(A)(4).

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

**8.7 Anti-Discrimination Laws.** Contractor shall comply with all federal and state laws prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service, and shall execute the Equal Employment Opportunity Clause compliance certification attached to this Agreement in Group Exhibit A.

**8.8 Americans with Disabilities Act.** Contractor shall utilize standards and/or methods that do not discriminate against the disabled in compliance with the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq.

**8.9 Drug Free Workplace Act.** Contractor shall comply with all conditions of the Illinois Drug Free Workplace Act, 30 ILCS 580/3 et seq.

**8.10 CDL Driver Controlled Substances and Alcohol Use and Testing.** To the extent that the Contractor and any employees, agents, or subcontractors thereof, will operate any commercial vehicles requiring the necessity for a state issued Commercial Driver's License, Contractor shall comply with Federal Highway Authority Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and shall notify the City of any employee, agent subcontractor driver participating in a drug and alcohol testing program pursuant to the aforementioned rules during the term of this Agreement.

**8.11 Employment of Illinois Workers on Public Works Projects Act.** When applicable, Contractor shall comply with the Illinois labor employment requirements as set forth in the Employment of Illinois Workers on Public Works Projects Act, 30 ILCS 570/1 et seq.

**8.12 Public Works Employment Discrimination Act.** Contractor shall comply with all conditions and requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

**8.13 Steel Products Procurement Act.** When applicable, any steel product used or supplied in the performance of the contract or any subcontract thereto, shall be manufactured or produced in the United States, as required by the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.

**8.14 Substance Abuse Prevention.** Pursuant to the Substance Abuse Prevention on Public Works Projects (“SAPPWP”) 820 ILCS 265/1 et seq., employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the SAPPWP, while performing work on any public works project. The Contractor certifies that it has a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceed the requirements of the SAPPWP or shall have a collective bargaining agreement in effect dealing with the subject matter.

**8.15 Prevailing Wage Act.** Some or all of the Work herein required under this Agreement may involve the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 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 “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering work under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties, as more fully set forth in the “Special Provisions for: Wages of Employees on Public Works” contained in Group Exhibit A to this Agreement. The Contractor shall indemnify the City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

**8.16 Veterans Preference Act.** When applicable, Contractor shall comply with all employment preference requirements of the Illinois Veterans Preference Act, 330 ILCS 55/0.01 et seq.

**8.17 Execution of Certifications.** Consultant shall execute the legal certifications and compliance with laws documentation which is attached hereto and incorporated herein as if fully set forth as **Group Exhibit C.**

## **SECTION 9. GENERAL PROVISIONS.**

**9.1 Work Products.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, studies, logbooks, instructions, manuals, models, recommendations, printed and electronic files, and any other data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Agreement (“**Documents**”) shall be and remain the exclusive property of the City. At the City’s request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the City.

**9.2 News Releases.** The Contractor shall not issue any news releases or other public statements regarding the Work without prior approval from the City Manager.

**9.3      Integration.** The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement.

**9.4      Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**9.5      Assignment.** This Agreement, or any part, rights or interests hereof, may not be assigned by the City or by the Contractor to any other person, firm or corporation without the prior written consent of the other party.

**9.6      Limitation of Liability.** CITY SHALL NOT BE LIABLE TO CONTRACTORS FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS (DIRECT OR INDIRECT) AND LOST REVENUES HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT OR OTHER THEORY OF LIABILITY, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY SUCH DAMAGES.

**9.7      Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

**9.8      Waiver.** Any failure of either the City or the Contractor to strictly enforce any term, right or condition of this Agreement, whether implied or express, shall not be construed as a waiver of such term, right or condition, nor shall it be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**9.9      Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**9.10     Governing Laws/Jurisdiction.** This Agreement shall be interpreted according to the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

**9.11     Force Majeure.** No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as the result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

**9.12     Headings.** The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and are in no manner intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**9.13     Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

**9.14 Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**9.15 Notice.** Unless otherwise expressly provided in this Agreement, any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidence by a return receipt. By notice complying with the requirements of this Subsection, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed to, and delivered to as follows:

If to the Contractor:

If to the City:

City of Wheaton  
Attn: City Clerk  
303 W. Wesley Street, Box 727  
Wheaton, IL 60189-727  
E-Mail: [cityclerk@wheaton.il.us](mailto:cityclerk@wheaton.il.us)  
Fax #: 630-260-2017

**9.16 Contract Numbering.** The faces of all invoices and documents shall contain the following contract number \_\_\_\_\_ for reference purposes.

IN WITNESS WHEREOF, the parties have entered into this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF WHEATON, an Illinois municipal corp.**

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

ATTEST:

BY: \_\_\_\_\_  
Sharon Barrett-Hagen, City Clerk

**CONTRACTOR**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

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

## 2017 STREETLIGHT POLE PAINTING

### CERTIFICATION OF COMPLIANCE

- (I) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.
- (II) The undersigned certifies that they agree to fulfill all Agreement Requirements.
- (III) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

#### Check One:

**There are no conflicts of interest**; and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

**There is an affiliation or business relationship** between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

#### This Business Firm is: (check one)

Corporation    Partnership    Individual    LLC

Firm Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Date signed: \_\_\_\_\_

#### ACKNOWLEDGED AND AGREED TO:

By \_\_\_\_\_  
(Authorized Signature and Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

By \_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

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

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## 2017 STREETLIGHT POLE PAINTING

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### NOTICE OF DEVIATIONS

**NOTICE OF DEVIATIONS for the (1) Specification and/or (2) Agreement Requirements:** We deviate from (1) the desired SPECIFICATIONS of the City of Wheaton and/or (2) the 2017 STREETLIGHT POLE PAINTING AGREEMENT, in the following areas (Please reference the specific requirement number):

As best as can be ascertained, there are no deviations other than those listed.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Job Title \_\_\_\_\_

Date Signed \_\_\_\_\_

***Contractor Certification Part I: Sexual Harassment, Tax, Substance Abuse, Collusion, Employ Illinois Workers, & Prevailing Wage***

\_\_\_\_\_, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

**2017 Streetlight Pole Painting**

hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that \_\_\_\_\_ is/are currently participating (Name of employee/driver or “all employee drivers”) in a drug and alcohol testing program pursuant to the aforementioned rules.

***(Check either 4A or 4B, depending upon which certification is correct.)***

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the City of Wheaton; or

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

5. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or of any similar offense of “bid-rigging” or “bid-rotating” of any state of the United States.
6. agrees that, to the extent required by the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), as now existing or hereafter amended, the undersigned shall comply with the Illinois labor employment requirements as set forth in the Act.
7. is, to the extent required, in compliance with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

**ACKNOWLEDGED AND AGREED TO:**

By \_\_\_\_\_  
(Authorized Signature and Title)

State of \_\_\_\_\_

Contractor Certification Part I: Sexual Harassment, Tax,  
Substance Abuse, Collusion, Employ Illinois Workers, & Prevailing Wage

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

By \_\_\_\_\_ (name/s of person/s making statement).

---

(Signature of Notary Public)

(Seal)

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

**Contractor Certification Part II: Patriot Act/USA Freedom Act, Americans with Disabilities Act, Steel Products, Public Works Employment Discrimination, & Safety**

\_\_\_\_\_, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

**2017 Streetlight Pole Painting**

hereby certifies that the undersigned Contractor:

1. is not barred from bidding and/or contracting with a unit of state or local government as a result of a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001)(the “Patriot Act”) and the USA Freedom Act, H.R. 2048, Pub. L. 114-23 which restored and modified the Patriot Act, or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor also certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor further certifies that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.
2. agrees, to the extent required by the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§12101 et seq., the undersigned shall utilize standards and/or methods that do not discriminate against the disabled.
3. agrees, when applicable, that steel products used or supplied in the performance of the contract or any subcontract thereto shall be manufactured or produced in the United States, as required by the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.
4. shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.
5. shall comply with all local, state and federal safety standards.
6. has and will comply with the Illinois Veterans Preference Act, 330 ILCS 55/0.01 et seq.

**ACKNOWLEDGED AND AGREED TO:**

By \_\_\_\_\_  
(Authorized Signature and Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

By \_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

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

## **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

**Section I:** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750 *et seq*; also known as Title 44: Government Contracts, Grantmaking, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to all Agencies.

**Section II:** In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, 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 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:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, 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 Act and this Part.
- 6) That he or she 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 Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the

provisions will be binding upon the 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 subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. 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.

**Section III:** For the purposes of subsection 7 of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract,” however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

By \_\_\_\_\_  
(Authorized Signature and Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

By \_\_\_\_\_ (name/s of person/s making statement).

---

(Signature of Notary Public)

(Seal)

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

## **DRUG FREE WORKPLACE CERTIFICATION**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580 (30 ILCS 580/30), the Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement:
  - A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
  - B. Specifying the actions that will be taken against employees for violations of such prohibition.
  - C. Notifying the employee that, as a condition of employment on such Agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a Drug Free Awareness Program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The Contractor's policy for maintaining a drug free workplace;
  - C. Available counseling, rehabilitation, or assistance programs; and
  - D. Penalties imposed for drug violations.
3. Providing a copy of the Statement required by Section 1 to each employee engaged in the performance of the Agreement and to post the Statement in a prominent place in the workplace.
4. Notifying the contracting agency within ten (10) days after receiving notice under part (C), subsection (ii) of paragraph 1 above, from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Failure to abide by this certification shall subject the Contractor to the penalties provided in the "Drug-Free Workplace Act."

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

---

(Printed name of Contractor)

---

Address

City State Zip Code

Signature of Authorized Representative

Title \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO:**

By \_\_\_\_\_  
(Authorized Signature and Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

By \_\_\_\_\_ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

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

**Special Provisions for:  
Insurance Coverage for Contractual Services**

The Contractor and each of its agents, subcontractors, and consultants hired to perform the Work, shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Contractor and where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** and each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** policy limit.  
The workers' compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Contractor against any and all liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis. Completed Operations coverage shall continue for a period of two years after completion of the project. XCU coverage shall be included.
- **Commercial Automobile Liability Insurance** covering the Contractor's owned, non-owned, and hired vehicles which protects the Contractor against automobile liability claims whether on or off of the city's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Umbrella or Excess Liability Insurance** coverage of not less than **ONE MILLION (\$1,000,000)** per occurrence.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Contractor for any claims of negligence against Contractor or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Contractor shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation, and that all such coverage shall be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and

- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and
- D. Contractor's insurance is primary with respects to any other valid or collectible insurance City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

In addition to all of the insurance requirements identified above and contained on the certificates of insurance, all policies of insurance coverage under this section shall also be subject to the following requirements.

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The city may accept claims made policies for Professional Liability or Pollution/Environmental Liability on a case by case basis providing the contractor purchases a claims made policy for four (4) years past the contract completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents; and
- K. The City may require increases in Contractor's insurance coverage amounts over the course of this Agreement as it deems necessary so long as it reimburses Contractor for the actual increase in Contractor's insurance premiums attributable to the City's requested increase; and
- L. Insurance coverage required by this contract shall be in force throughout the Contract Term and upon written request by the City, the Contractor shall, within 7 days, provide to the City acceptable evidence of current insurance. Should the Contractor fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor; and
- M. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it; and
- N. All existing structures, utilities, roads, services, trees, shrubbery and landscaping shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract.

#### **END OF SPECIAL PROVISIONS FOR INSURANCE COVERAGE FOR CONTRACTUAL SERVICES**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). A waiver of subrogation is required.

PRODUCER	CONTACT	
	NAME: PHONE (A/C, No. Ext):	FAX (A/C, No.):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

## COVERS

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	POLICY	<input type="checkbox"/>	PRO- JECT	<input type="checkbox"/>	LOC		BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	AUTOMOBILE LIABILITY						EACH OCCURRENCE	\$ 2,000,000
	ANY AUTO						AGGREGATE	\$ 2,000,000
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS			
	HIRED AUTOS	<input type="checkbox"/>						
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				WC STATU- TORY LIMITS	OTH- ER
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				E.L. EACH ACCIDENT	\$ 500,000
	DED	<input type="checkbox"/>	RETENTION \$				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	Y / N	N / A				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>						
	If yes, describe under DESCRIPTION OF OPERATIONS below							
	Professional Liability and Errors and Omissions: Owners/Contractors Protection XCU Coverage Included with General Liability Pollution/Environmental Liability							

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid/Project Name or Contract Name and #  
Contractor  
Contact  
Address  
Phone #, Email Address, Fax #

- The City of Wheaton is an additional insured on a primary and non-contributory basis on all insurance policies with respect to Liability.
- Endorsements and a Waiver of Subrogation shall be provided for all policies with each updated certificate.
- Contractors: It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements.

## CERTIFICATE HOLDER

## CANCELLATION

City of Wheaton  
303 West Wesley Street  
PO Box 727  
Wheaton, IL 60187-0727

Attn: Procurement Officer  
(fax) 630-260-2017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Agreement Addendum 2

### Special Provisions for: Wages of Employees on Public Works

This Agreement may be subject to the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq* ("The Act"). It shall be the responsibility of the Contractor to determine whether the Act is applicable and if so to comply with all its terms and conditions. Any Contractor having a question as to whether the Act is applicable shall consult with their own attorney to ascertain applicability. The City shall not have any duty to inform the Contractor of the Act's applicability. If, however the City informs the Contractor that the Act is applicable it shall be the Contractor's obligation to comply with all its terms and conditions unless the Contractor can establish to the satisfaction of the City that the Act is inapplicable. If it is determined that The Act applies to this Agreement, all Contractors and subcontractors subject to its terms shall comply with all of its provisions, including, but not limited to the following:

1. Not less than the prevailing rate of wages as found by the City of Wheaton or Department of Labor or by a court on review shall be paid to all laborers, workers and mechanics performing work under this Agreement. These prevailing rates of wages are included in this Agreement.
2. In all Contractors' bonds the Contractor shall include a provision that will guarantee the faithful performance of the prevailing wage clause provided by this Agreement.
3. 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 the Contractor, and the public body shall be responsible to notify the Contractor and each subcontractor, of the revised rate.
4. The Contractor and each subcontractor shall:
  - a. make and keep, for a period of not less than 5 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, the starting and ending times of work each day, the hourly wage rate, the hourly overtime wage rate, the hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor or each fringe benefit, if applicable, and the plan administrator of each fringe benefit if applicable; and
  - b. submit no later than the 15<sup>th</sup> day of each calendar month, in person, by mail, or electronically a certified payroll to the City. The certified payroll shall consist of a complete copy of the records identified in paragraph 4(a), above. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which avers that:
    - i. such records are true and accurate;
    - ii. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and
    - iii. the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

5. Upon 7 business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified in paragraph 4 to the City of Wheaton, its officers and agents, and to the Director of Labor and his deputies and agents during reasonable hours at a location within this State during reasonable hours.

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

DUPAGE COUNTY  
PREVAILING WAGE  
RATES EFFECTIVE JUNE  
5, 2017

Trade	Title	Region	Type	Class	Base Wage	Foreman Wage	M-F						
							OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN		All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC		All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER		All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON		All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER		All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON		All	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNSHER		All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION													
TECH		All	BLD		33.00	35.40	1.5	1.5	2.0	10.10	17.19	2.07	0.61
ELECTRIC PWR EQMT													
OP		All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT													
OP		All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR													
GRNDMAN		All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29
ELECTRIC PWR													
GRNDMAN		All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR													
LINEMAN		All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR													
LINEMAN		All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85

ELECTRIC PWR TRK											
DRV	All	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00
ELECTRIC PWR TRK											0.30
DRV	All	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00
ELECTRICIAN	All	BLD		38.74	42.74	1.5	1.5	2.0	12.10	20.81	4.43
ELEVATOR											0.68
CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16
FENCE ERECTOR	NE	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00
FENCE ERECTOR	W	ALL		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00
HT/FROST INSULATOR	All	BLD		48.45	50.95	1.5	1.5	2.0	11.47	12.16	0.00
IRON WORKER	E	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00
IRON WORKER	W	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00
LATHER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00
OPERATING ENGINEER	All	BLD	1	49.10	34.50	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	FLT		37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90

OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	E	All		45.00	47.50	2.0	2.0	2.0	13.55	17.94	0.00	0.65
ORNAMNTL IRON WORKER	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		44.63	47.31	1.5	1.5	2.0	10.25	15.03	0.00	0.85
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.10	7.62	0.00	0.25
TRUCK DRIVER	All	All	1	36.30	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	2	36.45	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	3	36.65	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	4	36.85	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TUCKPOINTER	All	BLD		43.62	44.62	1.5	1.5	2.0	10.25	14.11	0.00	0.48

## Explanations

### DUPAGE COUNTY

#### IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

## EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from

ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

## COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

## MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by

setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting

proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators;

Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump

Crete Dual Ram; Pump Cretes: Squeeze Crete-Screw Type Pumps; Gypsum

Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder;

Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation

of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom;

Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete

Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks;

Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists,

Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;

Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled);

Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors,

All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator;

Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling

or renovation work); Hydraulic Power Units (Pile Driving, Extracting,

and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300

ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5);

Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick

Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower

Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.;  
Derricks, All; Derrick Boats; Derricks, Traveling; Dredges;  
Elevators, Outside type Rack & Pinion and Similar Machines; Formless  
Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader,  
Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard  
Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy  
Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes;  
Backhoes with shear attachments up to 40' of boom reach; Lubrication  
Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig;  
Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid  
Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill  
Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck  
Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel);  
Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor  
Drawn Belt Loader (with attached pusher - two engineers); Tractor with  
Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine;  
Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole  
Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5  
ft. in diameter and over tunnel, etc; Underground Boring and/or Mining  
Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Hightlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender;

Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over);  
Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;  
Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All  
Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe  
Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven;  
Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam  
Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats;  
Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator;  
Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic  
Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All  
(1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300  
ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding  
Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of

like nature.

#### OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters;

Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and

provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I".

Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Agreement #: \_\_\_\_\_  
Agreement Addendum #: \_\_\_\_\_  
For Office Use Only

Agreement Between the City of Wheaton, IL  
and \_\_\_\_\_

## 2017 STREETLIGHT POLE PAINTING

CHANGE ORDER # \_\_\_\_\_

**Change Order required due to:**

- Changed/Unforeseen Condition
- Change in Scope
- Errors and Omissions
- Other: \_\_\_\_\_

**Type of Change Order:**

- Fixed Cost of \$ \_\_\_\_\_
- Time & Materials, not to exceed: \$ \_\_\_\_\_
- Emergency Change, not to exceed \$ \_\_\_\_\_
- Extension of Completion Date

Attached is:  Contractor's Proposal

Description of Change

### Cost and Schedule Control Summary

*If this section is left blank, Change Order will not result in additional charges:*

*If this section is left blank, Change Order will not result in additional time to complete the project:*

Original Agreement Amount	\$ _____
Previous COs Adds/Deducts	\$ _____
This CO Add/Deduct	\$ _____
Revised Agreement Amount	\$ _____

Original Agreement Duration	_____ days
Previous COs Add/Deduct	_____ days
This CO Add/Deduct	_____ days
Revised Agreement Duration	_____ days
Revised Agreement Completion Date	_____

The compensation (time and cost set forth in this Change Order comprises the total compensation due the Contractor, all subcontractors, and all suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Agreement. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction of subcontractors, and all suppliers, as a result of the change. The Contractor on behalf of himself, all subcontractors and all suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to the Change Order. No further claim or request for equitable adjustment of any type shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Agreement.

All terms and Conditions of the original Agreement apply to this Change Order and remain the same and in full force and effect.

*For Budget Purposes*

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_ Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**Upon approval, forward this document to Procurement for Amendment of Agreement.**