RESOLUTION 2018-046    PASSED: APRIL 9, 2018

AWARDING A BID TO L&T PAINTING IN THE AMOUNT OF $553,700 FOR PAINTING AND REPAIR OF THE NORTH WATER TOWER WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO $573,079.

WHEREAS, the City of DeKalb, DeKalb County, Illinois ("the City") is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1.et/seq.; and

WHEREAS, the City of DeKalb operates its public water supply system ("the System"); and

WHEREAS, the Mayor and City Council have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including painting and repair to the City’s North Water Tower located at 900 W. Dresser Road (the Project) with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation of the Project, all in accordance with the plans and specifications prepared by the consulting engineers of the City, which the Project has a useful life of 25 years. The Project generally consists of repainting and miscellaneous repairs to the North Water Tower; and

WHEREAS, the City released a Request for Bids (RFB) on February 15, 2018, with sealed bids publicly opened on March 16, 2018, with the lowest responsive and responsible bid provided by L&T Painting.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1. That the Mayor of City of DeKalb, Illinois, be authorized and directed to approve a bid/agreement, substantially in the form attached hereto, subject to such changes as shall be acceptable to him with recommendation of City Manager, with L&T Painting in the amount of $553,700 for painting of the City’s North Water Tower with staff authority to approve change orders up to $573,079.

Section 2: That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 9th day of April 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

SUSANNA HERRMANN, City Clerk
JERRY SMITH, Mayor
NOTICE to PROCEED

To: L & T Painting
50502 Hunters Creek Trail
Shelby Twp., MI 48317

Date: 

Project: DeKalb, Illinois
2,000,000 Gallon Fluted Column (Dresser road)
Exterior Overcoat
Wet Interior Repaint
Dry Interior Partial Repaint
and Miscellaneous Repairs

You are hereby notified to commence work after on or after June 4, 2018, with Substantial Completion by September 28, 2018 including cure and disinfection time. The tank may be out-of-service a maximum of sixty-five (65) days.

DEKALB, ILLINOIS

By 

Title 

ACCEPTANCE of NOTICE to PROCEED

Receipt of the above NOTICE to PROCEED is hereby acknowledged by L & T PAINTING this the _04_ day of _May_ , 2018.

L & T PAINTING

By 

Title 

<table>
<thead>
<tr>
<th>Section 03 00 00</th>
<th>L&amp;T Painting MI</th>
<th>SES Infrastructure Services MI</th>
<th>Seven Brothers MI</th>
<th>LC United MI</th>
<th>Era Valdivia Contractors IL</th>
<th>Maxcor New Lenox IL</th>
<th>Tecorp Joliet IL</th>
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| Project Total | $ 553,700.00 | $ 649,041.00 | $ 635,500.00 | $ 820,500.00 | $ 857,650.00 | $ 1,105,100.00 | $ 682,240.00 |

Addendum 1 Acknowledgement

Bid Bond

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</table>
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of DeKalb
200 S. Fourth St.
DeKalb, IL 60115

(hereinafter called Owner)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner using this combined Bid/Agreement form to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security and all State of Illinois provisions. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 Bidder accepts all the terms and conditions of the combined Bid/Agreement form. (The Bid/Agreement form is an attempt to shorten the time period between submittal and award.) Bidder’s signature is an acceptance of all terms of the Agreement section and this Bid, if successful, will become an Agreement after it has been signed by an authorized representative of the Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
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</thead>
<tbody>
<tr>
<td>#1</td>
<td>Feb-22-18</td>
</tr>
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</table>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports, if available.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

L. All references to Bidder in this affirmation will change to the term Contractor if this Bid becomes an Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

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

4.02 Bidder further represents that:

A. Bidder has been prequalified for projects of this design, size, and complexity, or submits a “Bidder’s Sworn Work History Statement.”

B. Bidder is not barred from contracting with the Owner as a result of a violation of 720ILCS 5/33 et seq. Contractor shall certify that it is not barred from bidding the Work or executing this Agreement as a result of conviction for violation of 720 ILCS 5/33 et seq. prohibiting bid rigging or bid rotating.

4.03 Bidder agrees that no less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this Contract.

4.04 Compliance with Laws and Grants: Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is 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 Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner’s “Ordinance Ascertaining the Prevailing Rate of Wages” in effect as of the date of this Contract has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work,
including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all the conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

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' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents, including all labor and material, for the following price:

Base Bid price based on the Schedule of Values:

553700

$ 553700

Unit Prices have been computed in accordance with the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Project Summary – Section 00 00 40.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times, or within Milestone dates.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are to be attached to and made a condition of this Bid:

A. Required 10% Bid security in the form of a bond or cash surety. Include AM Best rating of bond company.

B. List of Proposed Subcontractors

C. Bidder Qualification Statement with Supporting Data – If Required

D. Affidavit of Non-Collusion

E. Certification for Contract.

F. Contractor Certification that he is not disbarred.

G. Certification of Compliance with Section 11-42-.1 of Illinois Municipal Code (taxes).
ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and/or the Supplementary Conditions.

8.02 **Time Framework for Award Execution:** The Owner will open bids on the bid date. After opening, no bid may be withdrawn or altered for sixty days, unless specifically stated elsewhere. The Owner may negotiate with the low Bidder and mutually both parties may alter bid (i.e. partial award of project).

The Bidder will be notified of award within sixty days of bid date, unless stated elsewhere or mutually extended. Notice of Award form will be sent by fax or mail. Within ten business days of Notice of Award, supply the Engineer with three original sets of separate Payment and Performance Bonds. Supply three original sets of Certificates of Insurance meeting requirements of General Conditions and Supplementary Conditions 5.01 and 5.02. Insurance companies and insurance forms must be standard to the industry and acceptable to the Owner. Failure to submit bonds and/or insurance within the time frame will be considered a default, a failure to perform as required by the Bid Bond. The Owner, at his option, may waive default, delay default, or proceed with capture of the Bid Bond which will become the Owner’s property.

Bonds and insurances are to be submitted to the Engineer for review. The Owner will within twenty days of receipt of approved bonds and insurances from the Engineer execute the Agreement and send a signed copy to the Contractor.

The executed copy will be accompanied by three copies of the Notice to Proceed. Within five days of the date on the Notice to Proceed, the Bidder will sign the Notice to Proceed and return a copy to the Engineer. If the Engineer does not receive the accepted Notice to Proceed in five days, then the Notice to Proceed will be considered accepted by default.

The Notice to Proceed will be dated on or around the Effective Date of Agreement.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed):

By: ____________________________  (SEAL)

(Individual’s signature)

Doing business as:

A Partnership

Partnership Name: ____________________________ (SEAL)

By: ____________________________  (Signature of general partner – attach evidence of authority to sign)

Name (typed or printed):

A Corporation

Corporation Name: ____________ (SEAL)

State of Incorporation: ________

Type (General Business, Professional, Service, Limited Liability): ____________

By: ____________________________  (Signature – attach evidence of authority to sign)
ARTICLE 10 – BID ACCEPTANCE

10.01 Bid Acceptance:
   A. The above Bid is accepted by the Owner, and shall become a Contract Agreement binding on all parties after signing by an authorized representative of the owner.

   B. All references in the second portion of this form are Agreement terminology. Bidder is now referred to as Contractor. Where appropriate, the term Bidder in the Bid form is changed to Contractor.

ARTICLE 11 - CONTRACT TIMES

11.01 Time is of the Essence

   A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

11.02 Dates for, or Days to Achieve (see paragraph 6.01) Substantial Completion and Final Payment

   A. Substantial Completion and Ready for Final Payment Dates are defined in the Project Summary – Section 00 00 40.

11.03 Liquidated Damages

   A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 6.01 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $750 for each day that expires after the time specified in Paragraph 6.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $250 for each day that expires after the time specified in Paragraph 6.01 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 12 - CONTRACT PRICE

12.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Article 5 Bid above.

12.02 As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.
ARTICLE 13 - PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

13.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 13.02.A.1 through 13.02.A.7 below. All such payments will be measured by the schedule of values (or Article 5 above) established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. On the wet interior, surface preparation by abrasive blast cleaning will be considered equal to 40 percent of the line item work and cost and each coat of paint 20 percent.

2. On the exterior, surface preparation by high pressure cleaning and power tool cleaning will be considered equal to 40 percent of the line item work and cost and each full coat of paint 15 percent. The remainder will be for lettering, demobilization and cleanup.

3. Dry interior, pit piping, and repairs will not be broken down. 100 percent completion is required before they will be considered for payment.

4. Mobilization is included in the surface preparation allotment for items 1 and 2 above.

5. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

Retainage to be held as follows: 10% of the dollar value through 50% completion; 5% of the dollar value through 100% completion.

6. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

13.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 14 - CONTRACT DOCUMENTS

14.01 Contents

A. The Contract Documents consist of the following:

1. This Bid/Agreement.

2. Performance bond.

3. Payment bond.

4. General Conditions, Supplementary Conditions, Specifications and Drawings as listed in the table of contents of the Project Manual.
5. Addenda (numbers _____ to_____ , inclusive).

6. Exhibits to this Agreement (enumerated as follows):
   a. Documentation submitted by Contractor prior to Notice of Award (pages _____ to_____ , inclusive).
   b. _____.

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages _____ to_____ , inclusive).
   b. Work Change Directives.
   c. Change Order(s).

B. The documents listed in Paragraph 14.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 14.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 15 - MISCELLANEOUS

15.01 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

15.02 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

15.03 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15.04 Other Provisions

A. Contractor to provide Maintenance Bond as specified, prior to receipt of final payment.

B. IN WITNESS WHEREOF, Contractor has signed this Agreement as Bidder. Owner has signed Agreement in duplicate and one counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

DEKALB – BID/AGREEMENT FORM - 7
This Agreement will be effective on, ________________ (which is the Effective Date of the Agreement).

OWNER:

By: ______________________________

Title: ____________________________
NON-COLLABORATION AFFIDAVIT

The Bidder is required to execute and submit with his Bid, the Non-Collusion Affidavit:

State of: Michigan
County of: Macomb
Bid Identification: 200,000 G Fishe Column (Drew Rd)

CONTRACTOR L & T Painting Inc., being first duly sworn, deposes and says that he is (sole owner, partner, president, secretary, etc.) of the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said BIDDER has not directly or indirectly solicited or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such Bid price, or that of any other BIDDER, or to secure any advantage against the OWNER awarding the CONTRACT or anyone interested in the proposed CONTRACT; that all statements contained in such Bid are true; and, further, that said BIDDER has not, directly or indirectly, submitted his Bid price or its breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, Bid depository, or to any person or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this the day of:
March 15, 2018

Seal of Notary:

JAMES LIGHT

[Stamp: Public Notary]

County of Macomb

Not Commissioner Ex Officio. 06-28-2018
Acting in the County of Macomb
CONTRACTOR CERTIFICATION

Leonard Lulay, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from bidding and/or contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of 720 ILCS 5/33E-1 et seq.

Dated this ___ day of ______, 2018.

Attest/Witness:

By: ______________ Title: ______________

Subscribed and sworn to before me this the ___ day of ______, 2018.

Notary Public

My Commission Expires:

06/22/2018

Seal
CERTIFICATION FOR CONTRACT

The undersigned, as a duly authorized representative of the Contractor, hereby certified to the (Client) Illinois, that the Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project known as (Project):

2,000,000 G-Fluted Column (Dresser Rd)

Leonard Lulaj

Name

L & T Painting Inc

Company

03/14/18

Date
CERTIFICATE OF COMPLIANCE WITH SECTION 11-42-.1
OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon being first duly sworn, hereby certifies to the (Client) Dekalb IL that

L & T Painting inc. (Contractor) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42-.1 Illinois Revised Statutes.

L & T Painting inc

Name of contractor

By

President

Title

Subscribed and sworn to before me this 15th day of March, 2015.

Notary Public
# SECTION 00 43 73

## SCHEDULE of VALUES

### 1.01 PART 1

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values — Section 03 00 00:

1. **GROUT REPAIR**
   
   $150 \text{/LINEAL FT.} \times 10 \text{ LINEAL FT.} \quad $1500

2. **SPLASH PAD**
   
   $6000 \quad $6000

**TOTAL PRICE SECTION 03 00 00 INCLUDING #1 THROUGH #2:**

   $7500

B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values — Section 05 00 00:

1. **WET INTERIOR ROOF HATCH**
   
   $3000 \quad $3000

2. **OVERFLOW FLAP GATE**
   
   $1600 \quad $1600

3. **CONDENSATE DRAIN LINE**
   
   $1800 \quad $1800

4. **MUD VALVE**
   
   $4800 \quad $4800

5. **WET INTERIOR LADDER SECTION**
   
   $8000 \quad $8000

6. **ROOF VENT**
   
   $5500 \quad $5500
7. CATHODIC CLIPS AND COUPLING
   2500 $ 2500
8. WELD PATCH PLATE
   200 $ 200
9. ROOF HANDRAIL
   18000 $ 18000
10. AVIATION LIGHT
    1800 $ 1800
TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #10:
    47200 $ 47200

C. Bidder agrees to perform all work in the following sections as described in the Contract
Documents, including all labor and material for the following Schedule of Values – Section
09 97 13:
1. EXTERIOR OVERCOAT
   169000 $ 169000
2. WET INTERIOR REPAINT
   267000 $ 267000
3. DRY INTERIOR PARTIAL REPAINT
   49000 $ 49000
4. PIT PIPING REPAINT
   6000 $ 6000
5. LETTERING
   8000 $ 8000
TOTAL PRICE SECTION 09 97 13 INCLUDING #1 THROUGH #5:
   499000 $ 499000

TOTAL PRICE SECTION 03 00 00, 05 00 00 and 09 97 13:
SECTION 03 00 00: $ 7500
SECTION 05 00 00: $ 47200
SECTION 09 97 13: $ 499000
PROJECT TOTAL: $ 553700

DEKALB SCHEDULE of VALUES - 2
D. ESTIMATED COST ALREADY INCLUDED IN EXTERIOR AND DRY INTERIOR PAINTING TO PROTECT AND WORK AROUND ANTENNAS AND CABLES. OWNER RESERVES THE RIGHT TO DELETE THIS AMOUNT IF THE ANTENNAS AND CABLES ARE REMOVED.

1.02 TOTALS
A. Total Base Bid is to match total Base Bid price supplied in Bid/Agreement form.

1.03 BID BOND
A. Bid Bond shall be based on 10% of the total.

1.04 MISTAKES
A. Total of Schedule of Values should equal lump sum bid. If addition of individual items does not match total, then each individual items will be proportionately changed to reflect total of values to match lump sum bid.
B. A mistake in addition for schedule items cannot be used to increase lump sum bid. Individual items will be proportionately changed downward to reflect lump sum price.
C. A mistake in Schedule of Values may be used as evidence of error in any request to withdraw bids because of error. Approval of request to withdraw bids is covered in the prebid information. This section is not intended to conflict any portion of the bid package. This section is only to reflect one of the reasons to withdraw bids. Approval of bid withdrawal will be based solely on the owner's interpretation of the severity of the mistake.

1.05 CHANGES in SCHEDULE of VALUES by OWNER
A. The owner reserves the right to delete any line item at their sole discretion for any reason, budgetary or other. All contract general costs should be evenly distributed over these items (mobilization, demobilization, bonds, etc.)
B. The bidder/contractor is advised not to overload any specific deletable line item. It could result in loss of profit if the overload item is deleted.
C. This deletion of items or not including additives is an expressly stated reservation (a contractually agreed automatic negotiation). This reservation applies to the three lowest responsible and responsive bidders. Any deletion of specific line item will be completed before selection of the lowest acceptable contractor. Change will be reflected in the Notice of Award.
1.06  NON-DELETABLE WORK

A. Any adjustment to the items described above will require negotiation and acceptance by both the contractor and owner.

B. Any deletion of line items, or increase or decrease in unit cost items deemed necessary after the Notice of Award will be completed through the Change Order procedure. Prices used in the Schedule of Values will be used in the Change Order adjustment. If work has begun on an item before being deleted by Change Order, the contractor is entitled to costs incurred.
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

L & T Painting Company, Inc. 50502 Hunters Creek Trail Shelby Twp, MI 48317

as Principal, hereinafter called the Principal, and

RLI Insurance Company
P.O. Box 3967 Peoria, Illinois 61612-3967

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Dekalb 200 South 4th St. Dekalb, IL 60115 as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of the Attached Bid

Dollars _______ for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2,000,000 Gallon Fluted Column (Dreser Rd.) Tank. Exterior Overcoat Wet Interior Repaint, Dry Interior Partial Repaint & Repairs

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contact with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this ___ day of ___ February __, 2018.

L & T Painting Company, Inc., 50502 Hunters Creek Trail, Shelby Twp, MI 48317

(Witness) 
(Principal)

RLI Insurance Company
(Seal)

(Witness) 
(Surety)

Barry W. Berman (Title)

Attorney-in-Fact
POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

BRAVE W. Berman, Colleen M. Berman, jointly or severally

in the City of Wixom, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of December, 2017.

By: [Signature]
Barton W. Davis
Vice President

State of Illinois
County of Peoria

On this 21st day of December, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: [Signature]
Gretchen L. Johnigk
Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 23rd day of February, 2018.

By: [Signature]
Jean M. Stephenson
Corporate Secretary
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
ALF INSURANCE AGENCY LLC
8541 HALL ROAD
SUITE A
UTICA
MI 48317

INSURED
L & T PAINTING, INC
50502 HUNTERS CREEK TRAIL
SHELBY TWP
MI 48317

COVERAGES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional remarks schedule, if more space is required)

ALL THE PEOPLE FROM CITY OF DEKALB AND DIXON ENGINEERING ARE ADDITIONAL INSURED ANY OTHER INDIVIDUALS OR ENTITIES IDENTIFIED IN THE SUPPLEMENTARY CONDITIONS AND INCLUDE COVERAGE FOR THE OFFICERS, DIRECTORS, INSPECTORS, EMPLOYEES, AGENTS AND ALL SUCH ADDITIONAL INSURED CONTINUE. WAIVER OF SUBROGATION APPLIES FOR CITY OF DEKALB AND DIXON ENGINEERING. PRIMARY AND NON CONTRIBUTORY COVERAGE APPLIES. 30 DAYS WRITTEN NOTICE OF CANCELLATION.

FAX: 588 803-4088

CERTIFICATE HOLDER

CITY OF DEKALB, ILLINOIS
200 SOUTH FOURTH STREET

DEKALB IL 60115

CANCELLATION

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

© 1988-2010 ACORD CORPORATION. All Rights Reserved
W-9
Request for Taxpayer Identification Number and Certification

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN); however, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: If this form is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I declare that:

1. The name shown on this form is my correct taxpayer identification number (TIN), and I am the individual to whom this return pertains.

2. The data in this return is true, complete and correct

3. I am either a U.S. citizen or other U.S. person defined below,

4. The FATCA code(s) entered on the form is (are) the correct FATCA code(s) for the appropriate person and number.

Social security number

or

Employer identification number

26-2777393

Date

05-03-18

General Instructions

For entities other than partnerships, Form W-9 must be signed by an officer, partner, or authorized agent. A signature given by a person acting in a const of the partnership must be authenticated by a notary public or other authorized official.

Purpose of Form

An individual or entity must complete Form W-9 and submit it to the person requiring the required information return. The person making the return must submit Form W-9 with the return and attach a list of the names and addresses of all persons who have signed the W-9. The W-9 is part of the return and must be submitted with the return. If a return is filed jointly, the W-9 must be signed by both taxpayers. If the return is filed by a tax-exempt organization, the W-9 must be signed by an authorized representative of the organization.

The return must also be signed by the person making the return. The person making the return must attach a list of the names and addresses of all persons who have signed the W-9. The W-9 is part of the return and must be submitted with the return.

Purpose of Form

An individual or entity must complete Form W-9 and submit it to the person requiring the required information return. The person making the return must submit Form W-9 with the return and attach a list of the names and addresses of all persons who have signed the W-9. The W-9 is part of the return and must be submitted with the return. If a return is filed jointly, the W-9 must be signed by both taxpayers. If the return is filed by a tax-exempt organization, the W-9 must be signed by an authorized representative of the organization.