

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.c

Title:

Recommendation to Award the Bid for Fire Hydrant Painting

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: July 24, 2017

Proposed Cost: \$60,200

Budgeted Amount: \$60,200

Not Budgeted: ☐**Executive Summary** (*if not budgeted please explain*):

On July 7, 2017, sealed bids for Fire Hydrant Painting were publicly opened and read aloud. The City received a total of Three (3) bids for this project, with the results shown below.

**Bid Results:**

Muscat Painting- \$71.78/ Unit

Giant Maintenance- \$72.00/ Unit

Oosterbaan &amp; Sons- \$786.24/Unit

The scope of work included sandblasting and repainting the fire hydrants red. Muscat painting is located in Dundee, IL and has completed several similar projects with other municipalities in Northern Illinois. Muscat Painting is also a certified Illinois Department of Transportation painting contractor.

At the proposed unit cost, the city will be able to paint 838 fire hydrants this fall. This is about 30% of the total number of fire hydrants in the City.

**Attachments** (*please list*):

\* Muscat Painting Bid

**Recommendation/Suggested Action** (*briefly explain*):

Recommendation to Approve bid with Muscat Painting for FY 17/18 Fire Hydrant Painting in the amount of \$60,200.

INVITATION TO BID

AND

SPECIFICATIONS

FOR

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**2017/2018 Fire Hydrant Painting**

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**MUSCAT PAINTING**  
**555 ASHLAND AVE.**  
**E. DUNDEE, IL 60118**

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CITY OF ST. CHARLES

ILLINOIS

2017

**SPECIFICATION #170707**

**BID OPENING: July 7, 2017**

**MUSCAT PAINTING**  
**555 ASHLAND AVE.**  
**E. DUNDEE, IL 60118**

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SPECIFICATION # 170707

BID OPENING : July 7, 2017

## SECTION I

### NOTICE TO BIDDERS

Sealed bids will be received by the City of St. Charles at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois 60174 no later than 10:00 a.m. on Friday, July 7, 2017, for the **2017/2018 Fire Hydrant Painting**. All bids will be opened publicly and read aloud in the Council Chambers located at Two East Main Street, St. Charles, IL 60174, at 10:00 a.m. on Friday, July 7, 2017.

Bidders are advised of the following requirements of this contract: 1) Certificate of Insurance meeting the City's requirements

Bid Documents and Proposal forms may be obtained at no charge at the City of St. Charles website at, <http://www.stcharlesil.gov/bids-proposals>. Addenda will be available to document holders via the website. It is the responsibility of the contractor to frequently check the City's website for any future addendums. Contractors will be required to submit all addendum acknowledgement forms with their bid submittal. All questions shall be directed to Tim Wilson, Public Works Manager, at [twilson@stcharlesil.gov](mailto:twilson@stcharlesil.gov).

**All sealed envelopes must be clearly marked for which proposal they pertain to.**

The City expressly reserves the right to reject any or all bids or to accept the one that appears to be in the best interest of the City. The City expressly reserves the right to waive any informalities, discrepancies or technical irregularities in a bid if to do so is in the best interest of the City.

The City of St. Charles does not discriminate in admission, access to, treatment, or employment in its programs and activities.

**SECTION II**  
**INFORMATION TO BIDDERS**

**1. GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding through April 30, 2018.**
- B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.
- C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning bidder to purchase items for the bid project, tax free. It is the intent that the contractor will include the savings into the bid or quote.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

- H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.
- I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED \_\_\_\_\_ NOT REQUIRED   X   \_\_\_\_\_

- L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED \_\_\_\_\_ NOT REQUIRED   X   \_\_\_\_\_

2. **MATERIALS:**

Only new, unused, first quality material and/or equipment shall be offered by the bidder.

3. **BID RESULTS:**

Bid results will be available on the City's website, [www.stcharlesil.gov](http://www.stcharlesil.gov), once they are tabulated or approved. In the alternative, the bidder may supply a self-addressed, stamped envelope for obtaining bid results. **NO** bid results will be given by telephone.

4. **ADDENDUM**

Any interpretation of the specifications or other changes will be made available on the City's web page under the "Bid & Proposals" page. It is the responsibility of the bidder to check periodically with the web page on updates and addendums.

5. **BID DEPOSIT**

A 10% bid deposit (certified check, cashier's check, or bank draft) or bid bond is required to accompany this bid. Failure to do so will eliminate the bid.

REQUIRED \_\_\_\_\_ NOT REQUIRED X \_\_\_\_\_

6. **PERFORMANCE & PAYMENT BONDS**

A performance bond in the amount of 100% of the bid submitted is required within ten (10) calendar days of acceptance of the bidder's proposal by the City.

The performance bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance and payment bonds shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance and payment bonds shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED \_\_\_\_\_ NOT REQUIRED X \_\_\_\_\_

7. **GENERAL GUARANTY**

The bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

The bidder shall secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City Finance Department Purchasing Office before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.



Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED   X   NOT REQUIRED                     

For this specific project, the City of St. Charles is requiring a liability umbrella of \$ 5,000,000 (aggregate for this project).

REQUIRED   X   NOT REQUIRED                     

11. **CERTIFICATE OF COMPLIANCE**

All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of 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), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

14. **EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS**

The successful bidder, within ten (10) business days after acceptance of the bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie bid arise between local OR non-local bidders.

18. **CERTIFICATE OF NON-DISQUALIFICATION**

All bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**  
All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.
20. **SURVIVAL**  
The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.
21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**  
All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).
22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**  
All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).
23. **WAIVERS OF MECHANICS LIEN**
- A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.
    - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
    - 2. When an application shows completion of an item, submit final or full waivers.
    - 3. The City reserves the right to designate which entries involved in the work must submit waivers.
    - 4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.
  - A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
    - 1. List of subcontractors.
    - 2. List of principal suppliers and fabricators.
    - 3. Schedule of values.

REQUIRED \_\_\_\_\_ NOT REQUIRED   X   \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE OF  
ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1**

The undersigned, upon being first duly sworn, hereby certifies to the City  
of St. Charles, Kane and DuPage Counties, Illinois, that Muscat Painting & Decorating  
BRETT MUSCAT (bidder) 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 Ch. 65, Sec. 11-42.1-1,  
Illinois Compiled Statutes.

Muscat Painting & Decorating

Brett Muscat

**Name of Bidder**

By: 

State of ILLINOIS

ss.

County of KANE


Subscribed and sworn to  
before me this 6<sup>TH</sup> day  
of JULY, 2017

REGINA MUSCAT  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Apr 12, 2020

  
Notary Public

**NOTE TO BIDDER:** Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33E-11 (b).

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Muscat Painting & Decorating \_\_\_\_\_ (bidder) shall comply with all local, state and federal safety standards.

MUSCAT PAINTING  
Name of Bidder  
BRETT MUSCAT  
By: 

33.

County of KANE

Subscribed and sworn to  
before me this 6<sup>th</sup> day  
of JULY, 2017

Regina Musced  
Notary Public



**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257  
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St.  
Charles, Kane and DuPage Counties, Illinois, that Muscat Painting & Decorating  
\_\_\_\_\_ (bidder) complies with the Illinois Human Rights Act as  
amended by Section 2-105, Public Act 87-1257 in relation to employment and human  
rights.

MUSCAT PAINTING  
555 ASHLAND AVE.  
E. DUNDEE, IL 60118

MUSCAT PAINTING  
Name of Bidder  
BRETT MUSCAT

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

State of ILLINOIS, ss.  
County of KANE

Subscribed and sworn to  
before me this 6<sup>TH</sup> day  
of JULY, 2017


REGINA MUSCAT  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Apr 12, 2020

Regina Muscat  
Notary Public

**CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Muscat Painting & Decorating \_\_\_\_\_ (bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

MUSCAT PAINTING  
555 ASHLAND AVE.  
E. DUNDEE, IL 60118

MUSCAT PAINTING  
Name of Bidder  
BRETT MUSCAT  
By: 

State of ILLINOIS, ss.  
County of KANE

Subscribed and sworn to  
before me this 6<sup>TH</sup> day  
of JULY, 2017

**REGINA MUSCAT**  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Apr 12, 2020

Regina Musca  
Notary Public

**JH:cb**  
**Biddara Section II**





**Illinois Department of Revenue**  
Office of Local Government Services  
Sales Tax Exemption Section, 3-520  
101 W. Jefferson Street  
Springfield, IL 62702  
217 782-6881

January 2, 2018

CITY OF ST CHARLES  
DIRECTOR OF FINANCE  
TWO EAST MAIN ST  
ST CHARLES IL 60174

Effective January 1, 2016, we have renewed your governmental exemption from payment of the Retailers Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

19996-0680-07  
to  
CITY OF ST CHARLES  
of  
ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services  
Illinois Department of Revenue

Issued To: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates Valid: \_\_\_\_\_

  
Christopher A. Minick, Director of Finance

ST-70 (1-2/98)  
L-482-2824  
10-0001288



## City of St. Charles Certificate of Insurance Requirements

Contractors shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

- (a) **Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois**
- (b) **General Liability Insurance:**
  - 1) **Bodily Injury, with limits of not less than \$1,000,000 each occurrence/  
\$2,000,000 aggregate;**
  - 2) **Property damage, with limits of not less than \$1,000,000 each occurrence/  
\$2,000,000 aggregate;**
  - 3) **Contractual insurance – broad form, with limits of not less than \$1,000,000  
each occurrence/\$2,000,000 aggregate.**
- (c) **Automotive Liability Insurance:**
  - 1) **\$1,000,000 each occurrence/  
\$2,000,000 aggregate;**
  - 2) **Property damage, with limits of not less than \$1,000,000 each occurrence/  
\$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.**
- (d) **Umbrella liability \$5,000,000.**



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- (e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.
  - (f) All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.

## Environmental Services Fire Hydrant Painting

St. Charles Public Works Department is seeking a contractor to perform Fire Hydrant Painting to the City's throughout the duration of the 2017/2018 fiscal year. The work will be completed between May 1, 2017 and ending on April 30, 2018. All work will be contracted on a unit basis.

Bids for Fire Hydrant Painting, as described in the accompanying technical scope, shall be received before **10:00 a.m., Friday, July 7, 2017**, at the City of St. Charles City Hall, 2 East Main Street, St. Charles, IL 60174, Council Chambers, and Attention: Purchasing Manager. Proposals will be read aloud at this time. Any proposal received subsequent to the time specified will be promptly returned to the Contractor unopened.

Proposals shall be in a sealed envelope labeled with "Sealed Bid – Fire Hydrant Painting".

Any questions shall be submitted to Tim Wilson via e-mail to the following e-mail addresses:

twilson@stcharlesil.gov

Upon receipt of questions prior to **July 1, 2017**, the Contractor shall receive a reply e-mail acknowledging the receipt of the question. Response to the question shall be as soon as practical. Should the question result in a clarification that requires addenda, such addenda will be issued via website update as soon as practical.

Questions submitted after **3:00 p.m., July 1, 2017**, shall not be acknowledged or answered. Contractors shall take all necessary steps to propose questions prior to **July 1**.

City reserves the right to extend the due date. Should an extension be necessary, communication of such shall be e-mailed to all registered Contractors.

I. **Scope:** The work shall be performed throughout the City. In areas identified by city staff, and assigned to the painting contractor on total quantity based off of unit cost. All work performed shall be in compliance with the design and inspection an excerpt of which is provided herein these specifications. Once the contractor has been notified with a notice to proceeded from the City; the contractor will be require to responded to the city within fifteen business days with an expected project schedule.

**Right to Change Scope of Work:** Due to budget constraints, the City reserves the right to add or delete from the contract, as required. No adjustments in contract unit process or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are estimates only, and may be altered.

## **II. FIRE HYDRANT BLASTING & PAINTING**

### **Specifications:**

The City will provide a map and hydrant inventory for each work area. The inventory will list each of the hydrant locations and identification numbers that will need service. The contractor shall document on a work sheet: the hydrant number, date completed, as well as an "P" for the prime coat, "F" for the first coat of paint, and a "S" for the second and finish coat, noting the date and times each were applied. Worksheet is to be supplied by the contractor.

Contractor will provide all materials, blast media, paint coatings, quality workmanship and labor in the preparation and application of the blasting and painting of fire hydrants.

Complete removal of existing coatings by sandblasting to a minimum SSPC-SP6, one prime coat and one final coat at recommended coverage rate of 6.0 – 10.0 wet mils per coating, including, labor, vehicles, equipment and materials for various commercial, industrial, and residential areas.

All metal/cast surfaces shall receive an abrasive blast that will remove paint, and rust from each fire hydrant. This includes barrel, caps, and chains. The minimum blast profile shall meet SSP-SP6 NACE 4 which includes containment and proper disposal of paint.

### **Commercial Blast Cleaning –**

A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products and other foreign matter, except for staining. Staining shall be limited to no more than 33% of each square inch of surface area and may consist of light shadows, slight streaks or minor discoloration caused by stains of rust, stains of mill scale or stains of previously applied paint.

The contractor shall abrasive blast clean all surfaces to remove all rust, mil scale and existing paint on the entire hydrant in accordance with the Society for Protective Coatings Commercial Blast Clean for Steel (SSPC-SP6), which includes containment and proper disposal of paint

Contractor shall supply the appropriate blasting media that does not contain silica.

#### Acceptable Products or approved equal:

- 1) "Black Beauty" coal slag abrasive 20/40 Reed Minerals Division – Harsco Corporation
- 2) "GD4" abrasive 20/40 Green Diamond Grade #4 - ClemTex

Contractor shall use a shield or shroud in high traffic areas and as needed to protect and help collect the spent media, insuring that no damage or harm will be incurred within the area surrounding the fire hydrant while sandblasting.

Contractor shall pick-up, collect and disposes of excessive blast media paint chips as generated in the preparation of the fire hydrant.

Contractor shall conduct and abide in accordance with local and state environmental rules and regulations pertaining to the blasting operation utilizing appropriate:

- a) Containment
- b) Blast Media (non-silica based)
- c) Reasonable disposal of spent media and waste generated during the blasting process.

#### **Commercial Painting –**

The contractor shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining recommended minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet or damp surfaces and shall not be applied in rain, snow, fog, mist, or when the relative humidity exceeds 85%

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry. Painting should be completed well in advance of the probable time prior to the formation of moisture on the surface.

The coating shall be applied at the specified thickness. If the specified thickness is not obtained, an additional coat(s) of paint shall be applied. Wet film thickness shall be measured in accordance with current ASTM D4414-95, "Standard Practice for Measurement of Wet Film Thickness by Notched Gauges". Dry film thickness shall be measured in accordance with current SSPC PA2, "Dry Paint Thickness with Magnetic Gauges".

Contractor shall take the measures to keep the dust and flying debris down to a minimum and control paint over-spray. The majority of our coatings have a dry fall circumference of five (5) feet.

The following manufactures have written warranty for Contractors process.

- 1. Sherwin Williams
- 2. Sherwin Williams Industrial Enamel HS
- 3. PPG High Gloss Enamel
- 4. Flynt Paint
- 5. Tnemec

All material shall be approved by City staff prior to them being brought to the job site. Materials are required to be in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the City. The contractor shall submit to the City, immediately upon completion of the job, certification from the paint manufacturer indicating the quantity of each coating purchased was sufficient to coat all

surfaces in accordance with the specifications and manufacturer's recommendations. No substitutions for the primer or paint are permissible.

**Commercial Spray Gun Painting** - Contractor uses conventional air-operated spray guns that operate at low pressures which atomizes coatings to offer exceptionally fine finishes and reduces overspray.

**Prime Coat-**

Before any rusting occurs, the contractor shall apply one coat of Sherwin Williams Kern Bond Universal Metal Primer to all surfaces to achieve a wet film thickness recommended by the manufacturer (listed on the primer specification sheet). All peaks in the surface profile shall be thoroughly coated.

Acceptable Products or approved equal:

Sherwin Williams Pro-Cryl

**1st Top Coat-**

The contractor shall coat all surfaces to achieve a wet film thickness recommended by the manufacturer (listed on the paint specifications sheet). All hydrants will be painted Safety Red

Acceptable Products or approved equal:

Sherwin Williams Sher-Cryl High Performance Acrylic

**2nd Top Coat-**

Apply a second top coat after the manufacturer's recommended drying time to provide complete coverage. The need for a 2nd top coat will be required by on all hydrants visual inspection and achieving the manufacturers recommended dry film thickness.

Acceptable Products or approved equal:

Sherwin Williams Sher-Cryl High Performance Acrylic

III. **General Conditions:** Contractor should have experience and provide three references with Hydrant Painting Work. The work schedule shall be coordinated by the City and the successful bidder. All work shall be completed and invoiced by April 30 of each contract year.

The Contractor may not start work before 7:00 AM weekdays, and must be completed for the day by 5:00 PM weekdays. Additional hours must be approved 24-hours in advance to coordinate inspection. Note that the contractor may be restricted with respect to work hours each day depending on special events in the area and weather. Weekend hours must be approved by the City in advanced, and generally will not be permitted.

Once the work starts on a site, the City expects within reason the work to proceed without delay to completion.

The Contractor shall provide a Safety Officer contact for the City Inspector to address any safety related concerns that arise on the job. The Safety Officer shall have the ability to respond and address the concern in a timely fashion.

The City Public Works facility, upon request, can be used for a job show up location. Utility trucks and private cars can be parked within our fenced in yard. The City reserves the right to revoke this privilege. The yard is open weekdays from 6:00 AM to 5:00 PM and is locked at all other times.

IV. **Traffic Control**: The Contractor is responsible for all traffic control and protection. Work in Right-of-Way requires traffic control and protection measures that meet IDOT standards for such. A City inspector will be making spot checks and any deficiencies must be addressed immediately. The City will secure an IDOT permit for any work on state roadways; however, the Contractor is responsible for reviewing the jobsite and quantifying the need for flaggers.

V. **Safety and Communication**: The contractor shall be responsible for scheduling with the surrounding property owners where hydrant painting will require the temporary relocation of vehicles or other property in order to complete the refinishing. The contractor shall construct a shield, or shroud, that will contain the over-spray. Any damage to the private property shall be the contractor's responsibility for repair. In the event of such damage, it must be reported to the City's Public Works Manager for Water.

VI. **Customer Service & Private Property**: Respect for resident and business property is very important. Where specialized equipment could be utilized to minimize private property damage, Contractor should consider such. Contractor shall make the City aware of any work on private property that may damage trees, landscaping, fences, sheds, or other property prior to starting work. Any abnormal damage, as deemed by the City Inspector, shall be the responsibility of the Contractor, without any additional payment by the City. The amount of forecast damage identified by the Contractor and communicated to/approved by the City, requiring advanced restoration shall be added to the evaluated price. To the extent that private property damage can be minimized, it is in the Contractor's best interest. Any driveways or sidewalks in the construction zone should be photographed by the Contractor prior to work starting to defend against resident claims that Contractor work cracked or damaged such. Contractor shall be responsible for defending and satisfying any claims for damage. Pending resident claims against the Contractor could delay final invoice processing.

VII. **Warranty**: All work and materials shall be warrantied for a minimum of one year from the date of acceptance. Any work proving defective within one year from the date of acceptance shall be redone without additional expense to the City for labor and/or workmanship and the warranty on the material, primer, and topcoat shall be one year. The warranty shall cover peeling, adhesion, cracking and premature fading. Prior to final payment, the assigned warranty card shall be provided to the City.



VII. **Liquidated Damages:** The City and the Contractor recognize that time and work quality is of the essence of this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Instead, the Contractor shall be liable and shall pay the City as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed until the final completion of the total physical work of the contract. The City shall deduct these liquidated damages from any monies due to the Contractor for breach of this contract.

1. \$100.00 per day for failure to complete work in the time frame required by this contract;
2. \$100.00 per day for failure to clean up as required by this contract;
3. \$100.00 for each hydrant improperly primed and painted.

### **Bid Pricing Request**

This contract is a unit base the City should not be charge for any additional work related to the price structures provided. Mobilization, traffic control, protection, labor, materials, equipment, sand blasting, priming and overhead should be included in the unit cost. Annual the city spends on average about \$50,000 - \$60,000 in Hydrant Painting Annually.

#### **Unit cost for May 1, 2017 – April 30, 2018 –**

<b>Item Letter</b>	<b>Items</b>	<b>Unit Cost</b>	<b>Estimate Number of units</b>	<b>Total Bid</b>
A	Commercial Blast Cleaning	Included in Item B		
B	Commercial Priming and Painting	Each 71.78	700	50,246.00

#### **Additional Clarifications – Award Criteria**

All bid received in accordance with this request will be evaluated based on the criteria established by the City which may include but not be limited to bid price, quality, experience of the bidder, responsiveness of the bidder, adaptability of the particular material and equipment for the specific intended use and conformity to bid specification. The City reserves the right to reject any and or all bids for any reason, whether or not the bid is lowest and to waive any irregularities or technicalities in any bid. The contract, if awarded, will be awarded to the bidder whose bid is determined to be in the best interest of the City. Once delivered, all bids are irrevocable for a period of 30 days from the deadline.

**Notice of Award**

Date: \_\_\_\_\_, 2017

To:

Project: City of St Charles – FY 17/18 Fire Hydrant Painting

The City has considered the bid submitter by you for the above described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \_\_\_\_\_ (\$ ).

You are required by the information for bidders to execute the Agreement and Furnish the required Certificates of Insurance and project schedule with in Fifteen (15) calendar days of this Notice of Award.

You are required to return an acknowledged copy of this Notice of Award to the City

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

City of St Charles, Illinois

\_\_\_\_\_  
Timothy Wilson  
Public Works Manager  
Environmental Services

**Acceptance of Notice**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

Printed name: \_\_\_\_\_

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



555 ASHLAND AVENUE  
EAST DUNDEE, ILLINOIS 60118  
Ph 847-428-6225 Fax 847-428-6125  
*Providing Expert Finishes Since 1938*  
[www.muscatpainting.com](http://www.muscatpainting.com)

#### REFERENCES

THIS IS A PRIVATE CLIENTEL LIST WITH PRIVILEGED INFORMATION WITH REGARDS TO CONTACTS AND PRICING, OF WHICH MUSCAT PAINTING & DECORATING EARNS THEIR LIVLIHOOD, AND IS NOT TO BE RELEASED VIA F.O.I.A. FREEDOM OF INFORMATION ACT TO THE GENERAL PUBLIC. THIS DOCUMENT IS BEING FURNISHED AS A SEPARATE REFERENCE DOCUMENT ONLY AS REQUESTED THEREBY COMPLYING WITH "QUALIFICATION OF BIDDER" INFORMATION AND IS NOT PART OF PUBLIC RECORD PROPOSAL BID SUBMISSION WHICH IS SUBJECT TO F.O.I.A. AND MAY BE RELEASED TO THE GENERAL PUBLIC UPON A F.O.I.A. REQUEST FOR PROPOSAL. ALL PROJECTS WERE COMPLETED IN PRESCRIBED TIME AND IN WITHIN PRESCRIBED BUDGET.

#### QUALIFICATION OF BIDDER

Related scope of work References;

City of Elgin

Eric Weis

1 Million Gallon reservoir Steel rust maintenance finish coat painting tnemec epoxy

Misc Fire hydrants

Riverside Water Treatment Plant

Elgin, Illinois 60123 847-931-6159

Approx value 75,000

City of Elgin

Eric Weis

5 million Gallon reservoir cleaning priming concrete repair and elastomeric coating PPG

Riverside Water Treatment Plant

Elgin, Illinois 60123 847-931-6159

Approx value 75,000

Chris Drey 815-378-4061  
Village of Shorewood  
One Town Center Blvd  
Shorewood, Illinois 60404  
Light poles sandblasted primed painted  
Approx 35,000

Village of Mount Prospect  
50 South Emerson  
Mount Prospect, Illinois  
Parking garage approx 50,000  
Paul Fahey  
847-875-0886

Village of Huntley  
11097 Main Street  
Huntley, Illinois  
light poles macro poxy and 218  
approx value 55,000 cumulative years  
Robert 847-561-3801

Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521  
Gina Hassett  
630-789-7000  
50 meter lap pool, dive well pool, 0 entry kiddie pool.  
Approx value 52,000.00

Northbrook Park District  
545 Academy Drive  
Northbrook Illinois 60062  
Nicole Buch  
847-291-2960  
District wide 2015 painting project  
Approx value 33,000.00 and 38,000 multiyear

Park District of Highland Park  
636 Ridge Rd  
Highland Park, IL 60035  
Nick Meo  
847.831.3810  
25 meter lap pool, 0 entry combo  
Approx 25,000.00

Des Plaines Park District  
Mystic Waters  
2222 Birch Street  
Des Plaines, Illinois  
60018  
Sand blasted pools o entry deep water and splash  
Approx 40,000.00

Village of Wheeling  
2 Commons Community Blvd  
Wheeling Illinois 60090  
Lori Hazlewood  
847-279-6951  
Light Pole painting project 2015-2017  
Approx value total 60,000 over 3 years

City of Wilmette  
Guy Lam  
Public Works Department  
711 Laramie Avenue  
Wilmette, Illinois 60091  
847-853-7705  
Multi Year Contract street light pole painting IDOT traffic control  
2015,2015,2016,2017

Batavia Park District  
Attention Jim Eby  
327 W. Wilson St.  
Batavia, Illinois 60510  
630-879-5235  
Restoration of Train Depot Exterior  
Approx 25,000

Oak Brook Park District  
Darren  
630-853-5507  
Oak Brook Public Library Staining  
Approx 17,000

Mike Brady Superintendant  
Libertyville Public Works  
Streets and Utilities Division  
600 North Avenue  
Libertyville, Illinois 847-918-2071  
Approx 100,000 cumalitive years  
Multi year contract Sternberg light poles with IDOT traffic control

Arlington Heights Park District

Chris Nisbet  
410 N. Arlington Heights Road  
Arlington Heights, Illinois 60004  
847-398-7780  
Approx 12,000 Gymnasium tennis courts

Village of Addison  
Stewart McLeod  
1491 West Jeffrey Drive  
Addison Illinois 60101-4331  
630-620-2020  
Approx 30,000 per year multi year contract  
Sandblasting fire hydrants 1500 hydrants

City of Geneva  
Jennifer Hilkemann  
1800 South Street  
Geneva, Illinois 60134  
630-232-1503  
Approx 36,000 Traffic signals and light poles with IDOT traffic control

Kane County Forest Preserve  
1996 S Kirk Rd # 320 Geneva, IL 60134-4118  
Director of Operationa and Maintenance  
John Goreth (630) 232-5983  
Fabyan Windmill Restoration- Geneva  
Fabyan Villa- Geneva  
Tomo Chi Chi Lodge- Gilberts  
Approx \$100,000 multiple projects cumulative

Dupage Forest Preserve  
Kline Creek Farm  
Multiple Buildings Exteriors  
3S580 Naperville Road, Wheaton, Illinois 60189  
630-988-7200  
Wayne Miklausch Site Manager  
Approx \$35,000

Lombard Park District  
227 W Parkside Avenue  
Lombard, IL 60148-2592  
Bill Sosnowski 630-620-7322  
complete water park nine pools and adjoinments



approx 15,000

Village of Grayslake

Kevin Timony

Water Park approx 20,000

10 S Seymour Ave Grayslake, IL 60030

(847) 223-8515

Barrington Park District

235 Lions Drive

Barrington, Illinois 60010

- Pat McCord (847) 514-0065

Citizens Park/ Numerous Pavilion Exteriors and Lodges

Approx 50,000.00

Carpentersville Fire Department buildings

John Skillman (847) 553-8212

Firehouse #2 Main St

Carpentersville , Illinois

60110

Approx 5,000

Dundee Township Park District-

270 Kennedy Drive

Carpentersville, Illinois 60110

Larry Muscatto (847) 347-9285

Dolphins Cove/Numerous Exteriors and Indoor Swimming Pool

Approx 50,000 CUMULATIVE

Itasca Park District

Joe McCan

Waterpark apprx 18,000

Village of Itasca, 550 W. Irving Park Rd, Itasca,

Illinois 60143-1795 | Ph: (630) 773-2257|

Approx 75,000 cumulative

St Mary's Catholic Church 847-426-4808

Matteson Street and Galligan Road

Gilberts, IL

Entire Exterior restoration & stripping

Apprx 20,000

St Catherine of Siena School- 845 West Main Street

West Dundee, IL 60118

Margaret Sanders/ Renee Link 847-426-4808

Hallways, Bathrooms, Heaters, Gymnasium , stairways

Multiple Phases multiple prices

St Edward Central Catholic High School  
335 Locust Street, Elgin Illinois  
Father Ed Siszer 847-741-7536  
Gymnasium Walls and Ceiling  
Approx 15,000

Village Green Condominiums  
605 Barrington Avenue  
East Dundee Illinois 60118  
Frank Mesio  
847-844-3801  
Complete exterior 100+ units  
Approx 36,000

Conrad Fischer Elementary School  
Elmhurst School District 205  
Elmhurst Illinois  
Gymnasium  
Jerry Christopherson 630-730-0558

Schaumburg Park District  
John Safakas  
Multiple Buildings Interior and Exteriors  
235 E Beech Dr  
Schaumburg, IL  
847-985-2115  
Approx \$125,000 cumulative

If you need more let us know.  
Respectfully Submitted,

Brett M. Muscat  
Muscat Painting & Decorating  
[www.muscatpainting.com](http://www.muscatpainting.com)  
888-PAINT-11

**ADDENDUM 1 TO BID SECTION II of 2017/2018 Fire Hydrant Painting  
2017/2018 FIRE HYDRANT PAINTING  
FORMS**

**Purpose:** City of St. Charles, St. Charles, Illinois

**NOTICE:** The quote is Not subject to Prevailing Wage.



RECEIVED

Brett