

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6.t

Title:

Recommendation to Award the Bid for Repainting and Repairs To Campton Hills Water Tower

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: April 23, 2018

Proposed Cost: \$789,200

Budgeted Amount: \$850,000

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

The Campton Hills Water Tower is a 1,000,000 gallon fluted column elevated water storage tank that was originally constructed in 1985. The exterior paint on the water tower was spot repaired in 2011, and the tower bears about 95% of the original coating applied during its construction. Repainting is important to protect the steel from rust and extend the life of the tower structure.

The planned scope of work to the water tower includes complete exterior and wet interior sandblast cleaning and repainting of the tower. The dry interior will only receive spot painting repairs. The blasting and repainting of the water tower will require containment. During the repainting, a tent-like cover will be draped around the tower to protect the surrounding area as sanding and painting is completed. Other work includes foundation maintenance, roof hatches, tank vent replacement, upgrade OSHA safety requirements and roof repairs.

The bid opening was conducted on April 5, 2018 and eight companies bid the project.

Seven Brothers	\$ 789,200
Era Valdivia	\$ 909,000
LC United	\$ 991,000
Maxcor	\$1,129,390
Tecorp	\$1,144,000
Jetco	\$1,187,140
D & M	\$1,392,780
Classic Protective	\$1,545,100

Dixon Engineering has reviewed the bids and has made the recommendation to award the bid to Seven Brothers.

Attachments (*please list*):

* Seven Brothers Bid * Dixon Engineering Recommendation * Rendering of Water Tower

Recommendation/Suggested Action (*briefly explain*):

Recommendation to award the bid for Campton Hills Water Tower Painting to Seven Brothers in the amount of \$789,200.

Seven Brothers Painting, Inc.
50805 Rizzo Dr
Shelby Township, MI 48315
586 323-7054

Sealed Proposal:

Project:

1,000,000 GAL. FILTERED COLUMN

COMPTON HILLS ROAD

ST. CHARLES, ILLINOIS

To:

CITY OF ST. CHARLES

2 EAST MAIN STREET

ST. CHARLES, ILLINOIS 60174

Bid Date: APRIL 5 @ 2:00 PM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

City of St. Charles
2 E. Main St.
St. Charles, IL 60174

(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.

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

- 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 720 ILCS 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:

SEVEN HUNDRED EIGHTY NINE THOUSAND TWO HUNDRED \$ 789,200.00

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: SEVEN BROTHERS PAINTING INC. (SEAL)

State of Incorporation: MICHIGAN

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): KARIM VUSHTA
Title: PRESIDENT
Attest: Maria Cichun (CORPORATE SEAL)
(Signature of Corporate Secretary)

All Business Entities

Date of Qualification to do business in MICHIGAN [State Where Project is Located] is 2/10/95.

Agent for service or process: DIXON ENGINEERING INC.

Address for giving Notices: 50805 RIZZO DR. SHELBY TWP, MICH. 48315

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 abrasive blast cleaning inside containment will be considered equal to 40 percent of the line item work and cost and each coat of paint 10 percent, with another 10 percent for lettering and demobilization, and 10 percent for waste disposal.
3. Dry interior painting 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.

This Agreement will be effective on, _____, _____ (which is the Effective Date of the Agreement).

OWNER:

By: _____

Title: _____

NON-COLLUSION AFFIDAVIT

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

State of:

Michigan

County of:

Macomb

Bid Identification:

CONTRACTOR SEVEN BROTHERS PAVING, being first duly sworn, deposes and says that he is (sole owner, a 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 induced 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 any 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 member 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:

Maria Cicchini

Subscribed and sworn to before me this the day of:

APRIL 3, 2018

Seal of Notary:

Maria Cicchini
Notary Public State of Michigan
County of Macomb
My Commission Expires Nov 21, 2018

CERTIFICATION FOR CONTRACT

The undersigned, as a duly authorized representative of the Contractor, hereby certified to the (Client) ST. CHARLES 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):

1,000,000 GAL. FILTED COLUMN ST. CHARLES, ILLINOIS



Name

SEVEN BROTHERS PRINTING INC.

Company

APRIL 3, 2018

Date

CONTRACTOR CERTIFICATION

KARL VACHA, 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 3 day of APRIL, 2018.

Attest/Witness:

By: Orlando Melandrucco

By: [Signature]

Title: ESTIMATOR

Title: President

Subscribed and sworn to before me this the 3 day of APRIL, 2018.

Maria Cicchini

Notary Public

My Commission Expires:

11/21/2018

Seal

Maria Cicchini
Notary Public State of Michigan
County of Macomb
My Commission Expires Nov 21, 2018

CERTIFICATION FOR CONTRACT

The undersigned, as a duly authorized representative of the Contractor, hereby certified to the (Client) ST. CHARLES 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):

1,000,000 GAL. FILLED COLUMN ST. CHARLES, ILLINOIS



Name

SEVEN BROTHERS PRINTING INC.

Company

APRIL 3, 2018

Date

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 01 00.01:

1. CRACK REPAIR – 6 LINEAL FT.

ONE THOUSAND TWO HUNDRED \$ 1,200.00

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. CONDENSATE PLATFORM HATCH

SEVEN THOUSAND TWO HUNDRED \$ 7,200.00

2. OVERFLOW FLAP GATE

ONE THOUSAND NINE HUNDRED \$ 1,900.00

3. MUD VALVE

EIGHT THOUSAND EIGHT HUNDRED \$ 8,800.00

4. ROOF VENT

SIX THOUSAND TWO HUNDRED \$ 6,200.00

5. ANTENNA MOUNT BRACES

ONE THOUSAND FOUR HUNDRED \$ 1,400.00

6. AVIATION LIGHT

SIX THOUSAND FIVE HUNDRED \$ 6,500.00

TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #6:

THIRTY TWO THOUSAND \$ 32,000.00

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 REPAINT WITH CONTAINMENT

FOUR HUNDRED NINETY FOUR THOUSAND \$ 494,000.00

2. WET INTERIOR REPAINT

TWO HUNDRED TWENTY TWO THOUSAND \$ 222,000.00

3. DRY INTERIOR PARTIAL REPAINT

TWENTY FIVE THOUSAND \$ 25,000.00

4. LETTERING AND LOGO

FIFTEEN THOUSAND \$ 15,000.00

TOTAL PRICE SECTION 09 97 13 INCLUDING #1 THROUGH #2:

SEVEN HUNDRED FIFTY SIX THOUSAND \$ 756,000.00

TOTAL PRICE SECTION 03 01 00.01, 05 00 00 and 09 97 13:

SECTION 03 01 00.01: \$ 1,200.00

SECTION 05 00 00: \$ 32,000.00

SECTION 09 97 13: \$ 756,000.00

PROJECT TOTAL: \$ 789,200.00

1.02 PART 2 - UNIT PRICES – ADJUSTMENT TO BASE BID QUANTITIES

A. Unit Price No. 1 – Crack Repair: Cost of concrete preparation and placement of 1 lineal foot of cementitious patching mortar. Add to or deduct from the base bid of six (6) lineal feet.

TWO HUNDRED \$ 200.00

1.03 TOTALS

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

1.04 BID BOND

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

1.05 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.

1.06 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.

1.07 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.

AIA[®] Document A310TM - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Seven Brothers Painting, Inc.

50805 Rizzo Drive

Shelby Township, MI 48315

OWNER:

(Name, legal status and address)

City of St. Charles

2 E. Main Street

St. Charles, IL 60174

BOND AMOUNT: Ten Percent (10%) of Amount of Bid

SURETY:

(Name, legal status and principal place of business)

International Fidelity Insurance Company

One Newark Center

Newark, NJ 07102

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

1,000,000 Gallon Fluted Column, Campton Hills, Exterior Repaint with Containment, Wet Interior Repaint, Dry Interior Partial Repaint, and Miscellaneous Repairs, Contract No. 99-45-14-02-18

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of April, 2018


(Witness)


(Witness)

Seven Brothers Painting, Inc.

(Principal)

(Seal)

(Title)

International Fidelity Insurance Company

(Surety)

(Seal)

(Title)

Susan L. Small, Attorney-in-Fact

Init.

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POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # N/A

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KATHLEEN M. IRELAN, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER,
JEFFREY A. CHANDLER, SUSAN L. SMALL

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017

, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

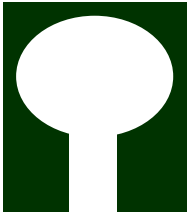
CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 4/5/2018

A00502

Maria H. Branco, Assistant Secretary



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (630) 220-1410

April 9, 2018

Mr. Tim Wilson, Public Works Manager
City of St. Charles
Two East Main Street
St. Charles, IL 60174

Re: 1,000,000 Gallon Campton Hills Hydropillar Rehabilitation and Repainting
Recommendation for Award

Dear Tim:

Dixon Engineering has reviewed the bids submitted for the rehabilitation and repainting of the City's 1,000,000 gallon Campton Hills hydropillar water storage tank and recommends the award to the low bidder, Seven Brothers Painting of Shelby Township, Michigan in the amount of \$789,200. Bidding was competitive with eight (8) bids received and the lowest bid under the City's budget of \$850,000.

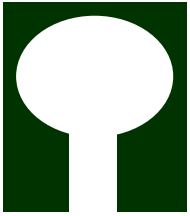
Seven Brothers is a prequalified contractor with Dixon Engineering, Inc. for this scope of project and has successfully completed many similar projects of this size in Illinois

Enclosed for your review and action are three (3) copies of the Notice of Award. After approval, please sign and forward all three (3) copies to the contractor for their signature. Instruct the contractor to return one copy to you, forward a copy to us, and retain a signed copy for their files. Also, please notify the contractor that he is to forward to our office the required bonds and insurance certificates for inclusion into the contract documents.

If you have any questions regarding our recommendation, please contact me at 630-220-1410.

FOR DIXON ENGINEERING, INC.,

Brad Schotanus
Illinois Division Manager



DIXON

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FOR THE COATING INDUSTRY**

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Suite 125
Hales Corners, WI 53130
Telephone: (630) 220-1410



North / South



East / West