

Caterpillar Trail Public Water District

404 Ten Mile Creek Rd

East Peoria, IL 61611

Phone: (309)383-4002

Fax: (309)383-3016

Website: www.cattrailwater.org

Email: cattrailwater@mtco.com



NOTICE OF INVITATION TO BID:

CATERPILLAR TRAIL PUBLIC WATER DISTRICT WATER TREATMENT SYSTEM GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL (1) LIME SILO TOUCH-UP PAINTING, and OPTIONAL (2) ANTI-MOLD TREATMENT BID PACKAGE

February 8, 2021

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Project Dates:

Invitation For Bids Release:	February 9, 2021
Questions from Bidders until:	March 2, 2021 (21 days from Invitation to Bid)
Bids due and Opened:	March 4, 2021 (24 days from Invitation to Bid)
CTPWD Board Meeting to Review Bids:	March 8, 2021 (If Acceptable Bid, Award(s) will be sent)
Contract Signed No Later Than:	March 24, 2021 (15 days after Award)
Earliest Contract(s) Payment Date:	July 1, 2021 (Paid at start of CTPWD 2022 Fiscal Year)
Work Must Commence No Later Than:	September 30, 2021 (6 months after Contract from CTPWD)
Contracted Work Must Complete No Later Than:	October 29, 2021 (7 months after Contract Signed)

**** Plain Language Introduction to Work being Requested:**

Thanks to the Contractors that take the time and effort to read and respond to our Invitation to Bid. As you continue through this document, you will probably notice that we're a water company - not professional painters or paint inspectors, or civil engineers or lawyers - so, we tried to write this Bid Request for painting our Ground Storage Tank and Head Tank, and touching-up paint on the Lime Silo as openly and clearly as we could to show the condition of our Tanks now, and what the end result we really would like to see.

The Tanks are now approaching 14 years old, and we had expected their paint, with proper maintenance, to last 20-25 years. But, while they probably don't need a complete stripping to bare metal and repainting, they do need attention to their paint coverings as there are areas of skipped paint, paint flaking, and rust areas. After completion of the most appropriate paint process resulting from this Bid Request, we would like the tanks' paint to last for at least 10 years, and preferably longer.

We did not try to specify the surface preparation techniques or the actual paint primers, intermediate, or finish coatings – because, frankly, we are not qualified to make those specifications. We did include some specific cleaning processes (i.e. SSPC codes) and paint specifications as reference to illustrate the quality of work and product we're requesting to be done.

We are requesting professional and capable painting companies to evaluate our requested work (including phone calls and/or site visits as needed), propose what they think is the most likely project path and cost as "Realistic Project" (i.e. "Best Guess") proposal.

But, we also realize that as project moves forward, surprises and/or new facts may come to light and therefore complexity and cost have to change - thus, our request also for the "Not To Exceed" (i.e. "Worst Case") Bids.

Thus, to help us clearly understand your proposal we request that your bid have:

1. **Detailed financial breakdown** for each Bid Item for both of your "**Realistic Project**" and "**Not To Exceed**" proposals, and
2. **Detailed surface preparation methods** are you expect to do for your costs of both the "**Realistic Project**" and the "**Not To Exceed**" proposals, and
3. **Detailed paint primers, intermediate coats, and finish paints** you propose for both the "**Realistic Project**" and the "**Not To Exceed**" proposals.

****The Legal Disclaimer:** This simple Plain Language Introduction does not modify, amend, or supersede any of the requirements in this Invitation to Bid document; but, is simply included to help communicate the intent of the work requested in this Invitation to Bid.

We do appreciate your time in reviewing and responding to this request!

I. NOTICE OF INVITATION TO BID:

WATER TREATMENT SYSTEM GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL (1) LIME SILO TOUCH-UP PAINTING, and OPTIONAL (2) ANTI-MOLD TREATMENT BID PACKAGE FOR Caterpillar Trail Public Water District (CTPWD)

Sealed bids for **WATER TREATMENT SYSTEM GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL (1) LIME SILO TOUCH-UP PAINTING, and OPTIONAL (2) ANTI-MOLD TREATMENT** will be received at the address listed below until **Thursday, March 4, 2021 at 11:00 a.m.**, and will be publicly opened and read aloud at the above stated time and place. Proposals not physically received by the CTPWD by **11:00 a.m. on Thursday, March 4, 2021** will be returned, unopened to the firm. Emailed or faxed bids will not be accepted.

All proposals should be addressed to:

Caterpillar Trail Public Water District

Re: (vendor name)

Proposal for GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL LIME SILO TOUCH-UP PAINTING, and OPTIONAL ANTI-MOLD TREATMENT

Attention: Greg Long, Operations Superintendent

404 Ten Mile Creek Rd

East Peoria, IL 61611

Proposal packets are available online at <http://www.cattrailwater.org/>. The link can be found on the Home page. Additional packets may be picked up at the Caterpillar Trail Public Water District Office, 404 Ten Mile Creek Rd, East Peoria, IL 61611, during the following business hours: Monday - Thursday 8:00-3:00, and Friday 8:00-12:00.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total amount of the proposal and made payable to the Caterpillar Trail Public Water District, 404 Ten Mile Creek Rd, East Peoria, IL 61611.

No bid shall be withdrawn for a period of thirty (30) days after the bid opening and reviewing date without the consent of the Caterpillar Trail Public Water District.

Checks or drafts of unsuccessful bidders will be returned as soon as possible after opening and reviewing the bids.

Successful bidder must provide proper insurance and a Performance Bond, including a Labor and Material Payment Bond, in the full amount of the Contract, acceptable to Caterpillar Trail Public Water District.

Contractor must comply with Prevailing Wage Act.

Each contractor is to submit their bid as indicated in the Specifications and include all signed supporting documents.

Caterpillar Trail Public Water District reserves the right to reject any or all bids and to waive any informality in bidding.

Award of Contract: Caterpillar Trail Public Water District will make the final award of the proposal. The successful bidder and Caterpillar Trail Public Water District shall execute a contract mutually agreeable to all parties within **15 days** from the award of contract.

NOTE: Hereafter **Caterpillar Trail Public Water District** will be identified as **CTPWD.**

II. SCOPE OF WORK & PROJECT SPECIFICATIONS for:
CTPWD WATER TREATMENT SYSTEM GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL (1) LIME SILO TOUCH-UP PAINTING, and OPTIONAL (2) ANTI-MOLD TREATMENT

A) FACILITY INTRODUCTION: The following 3 structures are all located at the CTPWD, 404 Ten Mile Creek Rd, East Peoria, IL 61611, and for which painting and anti-mold treatment will be paid at the contract unit price for each structure:



Image 1: CTPWD's (1)-Ground Storage Tank, (2)-Head Tank, and (3)-Lime Silo

Item 1) Location: CTPWD Ground Storage Tank (Reference - shown on left side of Image 1)

Type: Ground Storage Tank

Size: 400,000 gallons, 40 feet tall x 41 feet 10 inches diameter, Ground mounted

Item 2) Location: CTPWD Head Tank (Reference - column w/ blower shown on far right side of Image 1)

Type: Head Tank

Size: 12 feet diameter x 24 feet tall, Ground mounted

Item 3) Location: CTPWD Lime Silo (Reference - tall column shown on right side of Image 1)

Type: Cylindrical Tank,

Size: 10 foot diameter x 60 foot tall, Ground mounted

B) Project Overview: CTPWD is requesting bids for repairing rusted areas, painting, and applying mold & mildew inhibitor on **Item (1)-Ground Storage Tank** and **Item (2)-Head Tank** and **Item (3)- "touch-up" painting the Lime Silo** according to the specifications contained herein to meet goal of improving the appearance and extend the service life of the tanks with paint specifications and applications that will last at least 10 years.

1. **Bid Items (1) and (2):** Significant chipped / separated paint can be seen on CTPWD's **Ground Storage Tank and Head Tank** after their cleaning on May 21, 2019.
2. **Optional (1): Bid Item (3):** The Water Treatment **Lime Silo** has areas which were insufficiently painted during original construction, but are not significantly peeling or rusted.
3. **Optional (2): Bid Item (4):** **Final Mold and Mildew Inhibitor Rinse** on the Ground Storage Tank, Head Tank, and Lime Silo to aid against the re-growth of mold and mildew.

C) OPERATIONS:

1. The Ground Storage Tank, Head Tank, and Lime Silo are vital components in the CTPWD Water Treatment system and shall be in operation every day.
2. Contractor shall not operate any valves, covers, gates, drain any pipes or towers, or otherwise disturb the water system without the express consent of the CTPWD Operations Superintendent.
3. CTPWD normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday.
4. Painting Operations hours shall be from 8:00am until 4:00pm Monday through Friday, or as amended with the approval of the CTPWD Operations Superintendent.
5. If access is needed to any locked enclosures, the Contractor shall supply a lock and chain to secure the gate at the end of the day, and must provide a key to Contractor's lock to the CTPWD
6. Water for Project - Water will be provided by CTPWD at no charge.

D) BIDDERS' RESPONSIBILITY: Bidders must completely familiarize themselves with the specifications in this bid document, site locations and site conditions. Site visits may be scheduled by calling (309) 383-4002, or questions on Bid Request asked by emailing with Greg Long, CTPWD Operations Superintendent, Email: [Greg Long<catrailwater@mtco.com>](mailto:Greg.Long@catrailwater@mtco.com) , until the end of business on **Tuesday, March 2, 2021.**

E) BID PACKAGE:

1. **For Base Bid, Bid Items 1 & 2: Bidder's Bid Package must provide Paint and Process Specifications and Pricing**, including: performing the maintenance; furnish all labor, equipment, and supplies for Surface Preparation, Painting, Base Re-Caulking, and Project Cleanup of CTPWD's Ground Storage Tank and Head Tank.
2. **Bidder may also include Pricing and Specifications for:**
 - a. **Optional (1): Bid Item 3: Surface Preparation, Painting, Base Re-Caulking, and Project Cleanup for "Touch-Up Painting" of Lime Silo, and**
 - b. **Optional (2): Bid Item 4: Mold and Mildew Inhibitor Application.**

F) GENERAL SPECIFICATIONS: The object of these specifications is to define the quality of material and workmanship necessary to safely produce a quality coating system.

1. **PUBLIC SAFETY:** All equipment, safety devices and machinery shall be maintained in accordance with existing United States and Illinois State Laws (including OSHA) and all technicians should be trained and certified aerial lift operators.
 - a. **The importance of following correct safety procedures is emphasized.** The CTPWD, in cooperation with the Village of Germantown Hills, 216 Holland Road, Germantown Hills, Illinois 61548, reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
 - b. **The safety of the public and the convenience of traffic shall be regarded as prime importance.** Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
 - c. **The Contractor shall take all reasonable precautions for the safety and reasonable protection** to all of their employees and other persons and property, such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings and other property, to prevent damage, injury or loss to same.
 - d. If conditions indicate risk to neighbors or Village property, the Contractor, who must be accompanied by a CTPWD Representative, shall be responsible to notify affected properties.
 - e. If the Operations Superintendent determines that the Contractor has damaged or destroyed property, it shall be repaired or replaced at the Contractor's expense to CTPWD's, and if necessary, the Village of Germantown Hills' satisfaction.

2. **SURFACE PREPARATIONS:** Contractor shall specify in submitted Bid what surface preparation processes are expected to be used.
- a. **AS MINIMUM, prior to painting or caulking,** all surfaces to be clean and free of all dust, dirt, grease, oil and foreign matter (Reference SSPC Specification SP-12 or Steel Structures Painting Council's Specification SP-6, Visual Surface Preparation Condition WJ-4). All surfaces with mold and mildew will be cleaned with a bleach/water solution to kill all mold spores, and thoroughly rinsed with clean water prior to power tool cleaning. All rusted and abraded surfaces and any areas of non-properly adhered paint to be Power Tool Cleaned to Bare Metal (Reference SSPC Specification SP-11).
 - b. **ABRASIVE BLASTING FALLOUT AND RESIDUE CONTAINMENT:**
 - i. **ABRASIVE BLAST MEDIA:** Silica based abrasive blast media will not be allowed on this project.
 - ii. A Structure/Enclosure is required to prevent any abrasive blast media, dust, and paint residue migration from the property of the tank owner. The enclosure will consist of fire resistive mesh screening utilized as part of a total enclosure system which has been specifically designed for the structure. Such design will meet, but are not limited to, the following requirements:
 1. Enclosure shall not exceed the structural limits of the tank to support such structure.
 2. Enclosure will be used at all times during the blasting operation and may be removed the end of each day's work. Enclosure will also have the ability to be removed within ten minutes in the event of an emergency or to prevent storm/wind damage.
 3. Enclosure will be designed, installed, operated and removed with safety of the workers and surrounding area being the fundamental concern. Enclosure will comply with any and all applicable O.S.H.A. requirements as well as any other federal, state and local environmental regulations specific to this project.
 4. Tarps will be placed on the ground underneath and around the enclosure to prohibit any blast and paint residue from contaminating the soil.
3. **PRIMING:** Contractor shall specify in submitted Bid what Priming Material and Application Process will be used. As a minimum, all bare steel surfaces shall immediately after blasting and before any rusting occurs (within 12 hours maximum) have one coat of primer applied.
4. **PAINING:** Contractor shall specify in submitted Bid what Paint Material(s) and Application Process(es) will be used. All painting work to be implemented in strict accordance with the manufacturer's instructions and to be performed in a manner satisfactory to the CTPWD and/or its Engineering Support.
- a. **QUALITY OF PAINT:** The paint products mentioned in the following specifications are set up as "Standards of Quality". The standard "or equal" clause to apply. No substitution will be considered unless a written request for approval has been received by the CTPWD and/or its Engineering Support at least **10 days** prior to the date for receipt of bids. Each such request to include the name of the specified material for which a substitute is being requested; the name of the proposed substitute material; and a complete description of the proposed substitute including performance and test data and any other information

necessary for an evaluation. **The burden of proof of the merit of the proposed substitute is upon the submitter. The decision of the CTPWD and/or its Engineering Support regarding approval or disapproval of the proposed substitution is final.**

b. REFERENCE PAINT “STANDARDS OF QUALITY” PRODUCTS:

i. Exterior Overcoat System:

1. Primer & Intermediate Coats: Tnemec Series 118-colorUni-Bond Mastic, or equivalent.
2. Finish Coat: Two Complete Coats of Tnemec Series 1028-color Enduratone, or equivalent.

ii. Alternatively, Zinc/Fluoropolymer Exterior Coating System:

1. Primer: One coat of Tnemec Series 91-H20 or 94-H20 Hydro-Zinc primer
2. Intermediate Coat: One coat of Tnemec Series 73-Color Endura-Shield
3. Finish Coat: One coat of Tnemec Series V700-color HydroFlon

c. **ALL MATERIAL** to be brought in the original sealed and labeled containers of the paint manufacturer and subject to inspection by the CTPWD and/or its Engineering Support on the job. Colors intended for final top coat are to match existing tanks and CTPWD Water Towers’ paint colors.

d. **MANUFACTURER’S CERTIFICATION:** The Contractor will submit to the CTPWD and/or its Engineering Support, immediately upon completion of the job, certification from the paint manufacturer indicating that the quantity of each coating purchased was sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations.

e. **APPLICATION OF PAINT:** The Contractor to apply each coating in accordance with these specifications and the applicable Paint Manufacturer's:

- i. Printed data sheet and container label outlining recommended minimum and maximum surface and air temperatures required for application
- ii. Specified coating application thickness. If the specified thickness is not obtained, an additional coat(s) of paint to be applied.

5. Paint will not be applied to wet or damp surfaces and will not be applied in rain, snow, fog or mist, or when the relative humidity exceeds 85% relative humidity.

G) SPECIFIC BID SPECIFICATIONS:

1. Goals: Improve the appearance and extend the service life of the Ground Storage Tank and Head Tank with tanks’ surface preparation, including repairing rusted areas, and with paint specifications and paint applications that will last at least 10 years.

2. Base Bid for Items: 1) Ground Storage Tank and 2) Head Tank must include:

A. Specify and Price in bid Surface Preparation, Priming, and Touch-up or Repainting as determined. This service will include tool grinding or blasting, sanding, priming, tie coating, top paint, and clear coat touch-up or repaint as agreed with CTPWD and/or its Engineering Support staff.

B. Surface Preparation Process(s), Paint, Paint Colors, and Paint Application Processes, including planned adhesion and thickness tests, to be specified in bid and reviewed with and approved by CTPWD and/or its Engineering support staff.

C. Paint to be Tnemec 2-part Epoxy or equivalent or better paint specification as referenced in **General Specifications**, with final/topcoat in matching color to existing paint and applied in a process and under temperature and humidity conditions specified by the paint manufacturer.

D. Caulk/sealant at base of Ground Storage Tank and Head Tank:

- a. All caulking materials shall be identified in submitted Bid.
- b. All existing caulking shall be completely removed and rusted metal surfaces cleaned to bare metal before new caulk application
- c. All caulking work to be implemented in strict accordance with the manufacturer's instructions and to be performed in a manner satisfactory to the CTPWD and/or its Engineering Support.

E. All surface preparation and caulk application debris to be cleaned up and removed.

F. Expected Life of Final Painting Project and any Warranty offered must be stated: Desired paint life is at least 10 years and with minimum acceptable warranty is 1 year on material and workmanship.

3. **Optional (1): Bid Item (3):** The Water Treatment **Lime Silo** has areas which were insufficiently painted during original construction, but are not significantly peeling or rusted.
 - a. Request Bid for Lime Silo “touch-up” top coat painting with paint specification and color as to be applied on Ground Storage Tank and Head Tank.
 - b. Lime Silo Tank base joint also requires re-caulking to its foundation to same specs as for caulking Ground Storage Tank and Head Tank, detailed in section “G-2-D” above.

4) Optional (2): Bid Item (4): Final Mold and Mildew Inhibitor Rinse on the Ground Storage Tank, Head Tank, and Lime Silo to aid against the re-growth of mold and mildew.

- A. Mold & Mildew Inhibitor must be compatible with Paint specifications.
- B. “D/2” or equivalent as approved by CTPWD and its Engineering support staff.
- C. Schedule for Mold & Mildew Inhibitor application must be included (i.e., time after painting defined).

H) Base and Optional Bids Cleanup: All surface preparation, painting, and caulking process debris must be cleaned up and disposed of in accordance with applicable federal, state and local regulations.

I) Bid Uncertainty: CTPWD recognizes significant variables (e. g., paint adhesion, etc.) exist that may drastically affect project complexity and cost, and may only become apparent as Project progresses; thus, CTPWD requests alternate Definition and Bid Prices for both:

- A. **Realistic Project** (i.e., “Best Guess” / the probable project), and for
- B. **Not To Exceed** (i.e. worst case) scenarios.
- C. **If awarded the Contract and during Project work, if significant additional work and expense are identified, Contractor shall notify CTPWD in writing within 24 hours of issue and issue’s effect on project cost and completion date.**

J) BILLING / INVOICING:

1. All billing and invoicing will be done at the end of the project with detailed itemized billing for each tank and structure. Billing will include the date, the work performed, and the total charges for each tank, silo, and building. After receipt of a correct invoice, payments shall be due and owing by CTPWD in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et. Seq.
2. **Note: CTPWD, in accordance with Sec 6, (50 ILCS 505 / 6), specifically requests payment be made after July 1, 2021 in CTPWD's 2022 fiscal year.**
3. If, in the opinion of the CTPWD, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty eight (48) hours of receipt of a written demand from CTPWD for performance, has not cured any defect in performance specifically itemized in such demand, CTPWD may, at its option:
 - a. Withhold payment.
 - b. Consider all or any part of this contract breached and terminate the contractor, or
 - c. May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
 - d. Any demand for performance shall be specifically delivered to contractor by personal delivery, certified or registered mail.
4. The CTPWD or its representatives will make periodic inspections and follow up as needed with the contractor to discuss any issues or concerns.

K) SCHEDULE:

1. Work shall begin within **6 months** of award. All work shall be completed by **Friday, October 29, 2020**.
2. However, CTPWD recognizes that adverse weather, temperature, and humidity conditions (i.e., excessive rainfall, in-use tank "sweating", etc) may occur, and thus, the schedule may be adjusted with the prior consent of the CTPWD Operations Superintendent to ensure paint is applied within the paint's specifications and temperature ranges, and to insure minimum risk of overspray to CTPWD or its neighbors.

L) CERTIFICATIONS and WARRANTY: Immediately upon job completion, the Contractor shall submit to CTPWD:

1. **Certifications:**
 - a. From the Paint Manufacturer: Manufacturer's name, Paint Specifications, and indicating that the quantity of each coating purchased was sufficient to coat all surfaces in accordance with its specifications and manufacturer's recommendations.
 - b. That each coating was applied in accordance with the paint manufacturer's recommendations and specified thickness, and
 - c. The method/tooling used to verify applied paint thickness.
2. **Warranty:** The Bid shall be construed to contain a guarantee for a minimum of one (1) year or longer as guaranteed by Contractor for all materials and workmanship against any paint chipping, flaking, separation, or excessive oxidation. Any work proving defective within specified warranty period after the date of completion shall be redone promptly as agreed and without additional expense for labor or materials to CTPWD.

Instructions to Bidders

1. **Receipt of Bid: No Later than 11:00a.m., Thursday, March 4, 2021.**

2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.

3. **Bid Description: GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL (1) LIME SILO TOUCH-UP PAINTING, and OPTIONAL (2) ANTI-MOLD TREATMENT**

4. Preparation and Submission of Bids:

A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid unit and alternate prices, Surface preparation process(es), Paint, paint color, and paint application processes, including planned adhesion and thickness tests, must be filled in using both figures and words if indicated.

B. Bidders may attach separate sheets to the bid for the purpose of explanation, if needed.

C. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern

D. Each bidder must submit a complete bid package, including the following items:

i. Bid Sheet

ii. Bid Sheet Signature

iii. Bid Certifications

iv. References

v. Subcontractors List.

vi. Equipment List

vii. Bid Guarantee in the amount of 10% of the total project bid.

*** Note:** “Notice of Award” and the “Contract” are included in Bid Request document for Bidders’ information only and are not submitted with the Bid. *

E. Two (2) signed paper versions of the bid and one signed electronic version of the bid on a flash drive in a *.pdf (Adobe Acrobat) version shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name - **“GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL (1) LIME SILO TOUCH-UP PAINTING, and OPTIONAL (2) ANTI-MOLD TREATMENT”.**

F. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than ninety (90) days.

G. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.

H. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.

I. The Bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (CTPWD), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

J. The Bidder further agrees that if CTPWD decides to extend or shorten the work, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in the specifications; he will perform the work as altered, increased or decreased.

K. The Bidder further agrees that the CTPWD may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such other work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

L. The Bidder further agrees to execute all documents within this Bid Package, with the exception of the “Notice of Award” and the “Contract”, for this work and present all of these documents to CTPWD.

* **NOTE:** The “Notice of Award” will only be sent from CTPWD to successful Bidder(s) for awarded Contract Item(s).

M. **The Bidder** further agrees that upon receipt of “**Notice of Award**” that the Bidder will:

1. execute the Contract for Items agreed, and
2. that Bidder or Bidder's Subcontractor shall submit Certificate of Insurance that shall include the work classification code 5037 "the painting of metal structures, over two stories, in the State of Illinois" for this work, and
3. Present all of these documents within fifteen (15) days to the CTPWD.

N. **The Bidder further agrees to begin work not later than September 30, 2021 (6 months) after receipt of the executed Contract** from CTPWD, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

O. By submitting a bid, the Bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to CTPWD for any damages the CTPWD may thereby suffer.

P. No bid will be considered unless the party offering it shall furnish evidence satisfactory to CTPWD that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

5. Additional Information Request: Questions regarding this Bid Request can be emailed to Greg Long, Operations Superintendent, CTPWD, at ctwtp@mtco.com, by the end of business on **Tuesday, March 2, 2021**. Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the Bid Request and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware.

Information (other than in the form of a written Addendum issued by CTPWD) from any officer, agent, or employee of CTPWD or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals due date and acceptance of Bids, CTPWD may issue modification or additions to its proposal documents in the form on a written Addendum posted on CTPWD’s website. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a Bidder to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive: provided, however that the CTPWD may waive this requirement if in its best interest.

6. Conditions:

- A. The CTPWD is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
- B. To be valid, the bids shall be itemized so that selection of materials for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- C. The CTPWD shall reserve the right to add or to deduct from the base bid and/or alternate bids any item at the prices indicated in itemization of the bid.
- D. All bids shall be good for ninety (90) days from the date of the bid opening.

7. Award of Bid:

- A. **The CTPWD reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the CTPWD.**
- B. **It is the intent to receive the bid for the tanks’ painting and optional silo painting and anti-mold coating from one vendor; however, this bid package shall not bind CTPWD to one particular vendor.**
- C. **The CTPWD can and may prepare separate contracts or joint contract with responsible bidders.**

- D. If it is advantageous to Bidder to be awarded all Bid Items, thus resulting in lowered bid price to CTPWD, it is requested that the lowered cost be shown as “**Mobility Deduction** for awarding Items 1 & 2” and/or as “**Mobility Deduction** for awarding Items 1,2,3, &4” on their Bid.
- E. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all processes and costs to complete the project on time and in order to create a functional and operational system in accordance with the Scope of Work and Specifications.
- F. All awards made in accordance with these “**Instructions to Bidders for WATER TREATMENT SYSTEM GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL LIME SILO TOUCH-UP PAINTING, and OPTIONAL ANTI-MOLD TREATMENT**” are final determinations.
- G. In addition to prices, the CTPWD will consider:
- Ability, capacity and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability and adaptability of the commodities, services or construction, in relation to the CTPWD’s requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the bid/proposal.
 - Record of payments for taxes, licenses or other monies due CTPWD.
- H. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed, and to be in compliance with the Prevailing Wage Act.

8. Rejection of Bids:

A. CTPWD reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of CTPWD. Notice of cancellation shall be sent to all individuals or entities solicited.

B. CTPWD reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications, and to make award to the response deemed to be the most advantageous to the CTPWD.

C. Any bid not conforming to the specifications or requirements set forth by the CTPWD in the bid request may be rejected.

D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

9. Equal Opportunity: The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

10. Non-Discrimination: The Bidder, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

11. Copies of Documents: The number of copies of Contract and Bond required to be executed is as follows:

Two (2) original counterparts of the Contract documents will be required to be executed.

12. Execution of Documents: The Bidder, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

A. Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

B. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

C. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

D. The Contract shall be deemed as have been awarded when formal Notice of Award shall have been duly served upon the intended Awardee.

BID SHEET

TO: Caterpillar Trail Public Water District
404 Ten Mile Creek Rd,
East Peoria, IL 61611

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Caterpillar Trail Public Water District, Owner(s), and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Proposal at said prices.

Bidder certifies this bid to be for the project described in the **Instruction to Bidders** document and to be in accordance with plans, scope of work and specifications, and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any request for an increase of the Contract time shall be made in writing to the Caterpillar Trail Public Water District within seven (7) days of the cause.

Bid: GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL LIME SILO TOUCH-UP PAINTING, and OPTIONAL ANTI-MOLD TREATMENT located at the Caterpillar Trail Public Water District, 404 Ten Mile Creek Rd, East Peoria, IL 61611, identified below will be paid at the contract unit price per each Item shown below:

<u>ITEMS:</u>	<u>Realistic Project</u>	<u>Not To Exceed:</u>
1) Location: CTPWD Ground Storage Tank Tower Type: Ground Storage Tank Size: 400,000 gallons Height: 40 feet tall x 41 feet 10 inches diameter	\$ _____	\$ _____
2) Location: CTPWD Head Tank Type: Head Tank Size: 12 feet diameter x 24 feet tall Height: Ground mounted	\$ _____	\$ _____
3) Optional Bid: CTPWD Lime Silo Type: Cylindrical Tank, Size: 10foot diameter x 60 foot tall. Height: Ground mounted	\$ _____	\$ _____
4) Optional Bid: Final Mold and Mildew Inhibitor rinse on the Ground Storage Tank, Head Tank, and Lime Silo	\$ _____	\$ _____
5) Mobility Deduction for awarding both BASE BID Items:	\$ _____	
6) Mobility Deduction for awarding both BASE + OPTIONAL Items:	\$ _____	

BID SHEET (Continued)

BID SHEET SIGNATURE:

COMPANY _____

SIGNED _____

PRINTED NAME _____

TITLE _____

DATE _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

WAGE RATE REQUIREMENTS CERTIFICATION

GENERAL

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
4. The Contractor shall maintain certified time sheets and submit to the CTPWD with final invoice

(Printed Name of Contractor / Company)

Signature of Authorized Representative

Printed Name

Date

Title _____

Address

City

State

Zip Code

Attest _____

DRUG FREE WORKPLACE CERTIFICATION

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

Publishing a Statement:

A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.

B. Specifying the actions that will be taken against employees for violations of such prohibition.

C. Notifying the employee that, as a condition of employment on such Contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

D. Establishing a Drug Free Awareness Program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The Contractor's policy for maintaining a drug free workplace;

3. Available counseling, rehabilitation, or assistance programs; and

4. Penalties imposed for drug violations.

E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.

F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

(Printed Name of Contractor / Company)

Signature of Authorized Representative

Printed Name

Date

Title _____

Address

City

State

Zip Code

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Contractor / Company)

Signature of Authorized Representative

Printed Name

Date

Title _____

Address

City

State

Zip Code

**STATE AND FEDERAL EQUAL OPPORTUNITY EMPLOYER
CERTIFICATE**

The Undersigned Bidder agrees to comply with all State and Federal Equal Opportunity Employer laws.

(Printed Name of Contractor / Company)

Signature of Authorized Representative

Printed Name

Date

Title _____

Address

City

State

Zip Code

REFERENCES

CATERPILLAR TRAIL PUBLIC WATER DISTRICT (CTPWD)

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Business: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Business: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Business: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Business: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Business: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Business: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

If additional sheets are needed, please make copies.

SUBCONTRACTORS

CATERPILLAR TRAIL PUBLIC WATER DISTRICT (CTPWD)

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Value of Work Subcontracted: _____
Nature of Work Subcontracted: _____

Subcontractor No. 2: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Value of Work Subcontracted: _____
Nature of Work Subcontracted: _____

Subcontractor No. 3: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Value of Work Subcontracted: _____
Nature of Work Subcontracted: _____

Subcontractor No. 4: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Value of Work Subcontracted: _____
Nature of Work Subcontracted: _____

Subcontractor No. 5: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Value of Work Subcontracted: _____
Nature of Work Subcontracted: _____

Subcontractor No. 6: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Value of Work Subcontracted: _____
Nature of Work Subcontracted: _____

If additional sheets are needed, please make copies.

Caterpillar Trail Public Water District



404 Ten Mile Creek Rd
East Peoria, IL 61611
Phone: (309)383-4002
Fax: (309)383-3016
Website: www.cattrailwater.org
Email: cattrailwater@mtco.com

Date: _____

Notice of Award: “ WATER TREATMENT SYSTEM GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL (1) LIME SILO TOUCH-UP PAINTING, and OPTIONAL (2) ANTI-MOLD TREATMENT” BID PACKAGE FOR Caterpillar Trail Public Water District (CTPWD)

Contractor: _____

Address: _____

City State Zip Code

Telephone Number: _____

Fax Number: _____

Email Address: _____

Dear _____

Caterpillar Trail Public Water District accepts your Bid dated _____ for Item(s) _____.

Please complete and return to us signatures on the Contract, the required Proof of Insurance, and the Performance Bond within **10 days** of the date of this Notice of Award.

The Bid Documents and Contract will be reviewed for completeness and, if approved, will be signed by Caterpillar Trail Public Water District and returned to you within **5** days. The executed Contract will be your formal Notice to Proceed with the contracted Tasks.

Sincerely,

Caterpillar Trail Public Water District

Vice Chairman, Board of Trustees
Title

_____, 2021
Date

CONTRACT

The entire bid package and following sections apply to all proposals requested and accepted by the CTPWD and become a part of the contract unless otherwise specified. Persons submitting proposals or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The CTPWD assume that submission of a proposal means that the person submitting the proposal has familiarized himself or herself with all conditions and intends to comply with them unless noted otherwise.

1. Definitions: The Term “CTPWD” whenever used in the contract documents shall be construed to mean the **Caterpillar Trail Public Water District**. The Term “Village” shall refer to the **Village of Germantown Hills**.

2. Conditions: The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. The Contractor acknowledges that local ordinance permits the CTPWD to give preference to local businesses.

3. Bid Bond: Bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total amount of the project. Bid security shall be submitted with the bid.

4. Performance Bond: If the Bidder’s proposal for the project is accepted, then the following bond shall be delivered to the CTPWD and shall become binding with the acceptance of the bid:
Performance bond, including a labor and material payment bond, satisfactory to the CTPWD, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the CTPWD, in an amount equal to 100% of the contract price. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody’s Investors Service, Standard & Poor’s Corporation, or a similar rating agency.

5. Insurance Requirements: The Contractor will provide satisfactory proof of insurance naming the CTPWD together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. Contractor’s and/or Subcontractor’s Certificate of Insurance shall include the work classification code **5037** "the painting of metal structures, over two stories, in the State of Illinois. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor’s negligence in the performance of services under this Agreement. Contractor’s certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the CTPWD. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the CTPWD to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. **The limits of liability for the insurance required by this Subsection shall not be less than the following:**

Workmen’s Compensation Insurance:

All Liability imposed by Workmen’s Compensation statute
Employer’s Liability Insurance \$1,000,000
Contractual Liability Insurance \$1,000,000
Completed Operations Insurance \$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability \$2,000,000 (each occurrence)

Bodily Injury \$2,000,000 (each person)

\$2,000,000 (each accident)

Property Damage \$2,000,000 (each accident)

Automobile Liability \$1,000,000 combined single limit (each accident)

Umbrella Liability \$3,000,000 (each occurrence), \$3,000,000 (aggregate)

6. Force Majeure: Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the CTPWD or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

7. Liquidated Damages: Time is of the essence to the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the CTPWD the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the CTPWD during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The CTPWD will deduct these liquidated damages from any monies due or to become due to the Contractor from the CTPWD.

Deduction for Each Day of Overrun in Contract Time: \$250.00 per day.

8. Compliance with Laws and Regulations: In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

9. Contract Term: The contracted Items to be done under the Contract must be started no later than 6 months after this Contract signing and will be completed **by Friday, October 29, 2021.**

10. Change Orders: After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

A. Is not of such a size or nature as to undermine the integrity of the original bidding process; and

B. Is germane to the original contract; and

C. Does not exceed twenty percent (20%) of the contracted amount; and

D. Is approved by the CTPWD Board of Trustees for change orders that are greater than two thousand dollars (\$2,000).

11. Construction Contracts: In addition to the bid and performance bonds set forth above, the Contractor must furnish and pay for any other satisfactory security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the CTPWD will return the bid bond to the bidder.

- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
- B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
- D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the CTPWD within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
- E. The Contractor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract.

If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the CTPWD Operations Superintendent of the names and addresses of each new or replaced Subcontractor and must provide an affidavit indicating all incomplete work under its SubContracts, along with a schedule of the expected completion of each such contract.

12. Termination: The CTPWD shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the CTPWD shall provide Contractor at least ten (10) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 11th day.

- A. When this contract, or any portion hereof, is terminated or cancelled by the CTPWD, and the Contractor released before all items of work included in this contract have been completed, payment will be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
- B. Termination of a contract, as stated above will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

13. Additional Items: The CTPWD and Contractor further agree that:

A. Prevailing Wage

Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idol/>.

The CTPWD may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall indemnify the CTPWD for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws. The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

B. Wage Rate Requirements, if the Prevailing Wage Act Applies:

- (1) The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
- (2) A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
- (3) The Contractor shall maintain certified time sheets and submit to the CTPWD with final invoice.
- (4) The Contractor will be required to sign a Wage Rate Requirement Certification.

C. Sexual Harassment: During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775-ILCS 5/1-101 et.seq.) including at least the following:

- 1) a statement on the illegality of sexual harassment;
- 2) the definition of sexual harassment under Illinois Law;
- 3) a description of sexual harassment, utilizing examples;
- 4) an internal complaint process, including penalties;
- 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”);
- 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

D. Drug Free Workplace: In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement:
- 2) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
- 3) Specifying the actions that will be taken against employees for violations of such prohibition.
- 4) Notifying the employee that, as a condition of employment on such Contract, the employee will:
- 5) Abide by the terms of the statement; and
- 6) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 7) Establishing a drug free awareness program to inform employees about:
- 8) The dangers of drug abuse in the workplace;
- 9) The Contractor’s policy for maintaining a drug free workplace;
- 10) Available counseling, rehabilitation, or assistance programs; and
- 11) Penalties imposed for drug violations.
- 12) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- 13) Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
- 14) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- 15) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- 16) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 17) The Contractor will be required to sign a Drug Free Workplace Certification.

E. Substance Abuse Prevention on Public Works Projects: Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that

is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- 1) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing; however, blood testing is not mandatory for the employer where a urine test is sufficient.
- 2) A prohibition against the actions or conditions specified in 820 ILCS 265/10.
- 3) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
- 4) A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

F. Non-Collusion: The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.

G. Compliance with Laws and Regulations: In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

14. Indemnity and Hold Harmless Agreement: To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the CTPWD its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee (CTPWD) for its own negligence, or to allow indemnification not permitted by law, or to eliminate or reduce any other indemnification, right or remedy which the CTPWD is otherwise entitled to assert. This provision shall survive completion, expiration, or termination of this Agreement.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the CTPWD. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the

amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

15. Independent Contractor: There is no employee/employer relationship between the Contractor and the CTPWD. Contractor is an independent contractor and not the CTPWD's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The CTPWD will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the CTPWD, and the CTPWD is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the CTPWD and the Contractor.

16. Approval and Use of Subcontractors: The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the CTPWD in writing. All subcontractors and subcontracts used by the Contractor shall be included on the Subcontractor's form in the Bid proposal and be acceptable to, and approved in advance by the CTPWD. The CTPWD's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract. If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the CTPWD, the Contractor shall immediately upon notice from CTPWD remove and replace such personnel or subcontractor. The CTPWD shall not be liable for any claim or damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

17. Assignment: Neither the CTPWD nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

18. Governing Law: This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the laws of the State of Illinois. Venue for any action related to this Contract will be in the Circuit Court of Woodford County, Illinois.

19. Changes in Law: Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

20. Time: The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this Contract in DUPLICATE, each of which documents shall be deemed an original, on the day and year written below, for the Work identified and the respective agreed Price for Bid Item(s) _____ in attached BID SHEET, dated _____, for **WATER TREATMENT SYSTEM GROUND STORAGE TANK and HEAD TANK PAINTING, OPTIONAL LIME SILO TOUCH-UP PAINTING, and OPTIONAL ANTI-MOLD TREATMENT. Completed execution and communication of this Contract by CTPWD constitutes Notice to Proceed with the Work identified.**

Caterpillar Trail Public Water District Printed Name Title Date

Attest _____
Caterpillar Trail Public Water District Printed Name Title Date

Printed Name of Contractor / Company

Signature of Authorized Representative Printed Name Title Date

Address

City State Zip Code

Telephone Number: _____ Fax Number: _____

Email Address: _____