Ordinance 2024-4407

ORDINANCE AUTHORIZING AND APPROVING AWARD OF A CONTRACT TO ALPHA MAINTENANCE & SERVICES, INC. FOR THE SANDBLASTING AND PAINTING OF FIRE HYDRANTS FOR THE CALENDAR YEARS 2024, 2025 AND 2026

WHEREAS, the Village of Barrington (hereinafter sometimes referred to as "the Village"), Cook and Lake Counties, Illinois has, through the Village of Arlington Heights Joint Bidding Program, caused an invitation for bids to be published for a three (3) year contract term for the sandblasting and painting of fire hydrants to be performed during the calendar years 2024, 2025 and 2026; and

WHEREAS, the Village of Arlington Heights received five (5) sealed bids (one of which was disqualified for not including the required bid bond) for the sandblasting and painting of fire hydrants over a three (3) year term through the Village of Arlington Heights' Joint Bidding Program, and the bid submitted by Alpha Maintenance & Services, Inc., 9820 Haegers Bend Road, Algonquin, IL 60102, which is deemed to be a responsible bidder qualified to perform in accordance with the bid specifications, is the bid accepted by the Village of Arlington Heights; and

WHEREAS, there are approximately 1,000 fire hydrants within the Village of Barrington, and the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents to accept the bid received from Alpha Maintenance & Services, Inc. (the "Contractor") for the sandblasting and painting of 300 fire hydrants within the Village, i.e., 100 fire hydrants per year, during the contract years 2024, 2025 and 2026 (collectively, the "Work") as set forth below; and

WHEREAS, the bid received from the Contractor for the sandblasting and painting of 300 fire hydrants within the Village is as follows:

Year and Description	Quantity Per Year	Unit Price (Per Hydrant)	Cost Per Year
2024: Sandblasting and painting	100	$90.00	$ 9,000.00
2025: Sandblasting and painting	100	$93.00	$ 9,300.00
2026: Sandblasting and painting	100	$96.00	$ 9,600.00
Three-Year Contract Total			$27,900.00

; and

WHEREAS, the Corporate Authorities of the Village desire to award a contract to and enter into a contract with Alpha Maintenance & Services, Inc. for the sandblasting and painting of three hundred (300) fire hydrants within the Village over a three (3) year contract period of 2024, 2025, and 2026 for the aggregate amount of $27,900.00 pursuant to and consistent with the terms, conditions, and specifications set forth in the Village of Arlington Heights bid package and with the contract documents attached hereto and thereby made a part hereof as Group Exhibit A:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule Unit, as follows:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble of this Ordinance are true and correct and the same are hereby incorporated herein by reference as the findings of fact of the Corporate Authorities.

SECTION 2: The Corporate Authorities of the Village do hereby award a contract to Alpha Maintenance & Services, Inc. for the sandblasting and painting of three hundred (300) fire hydrants within the Village over the three (3) year contract period of 2024, 2025, and 2026 in the aggregate amount of $27,900.00 (the "Work") to be completed pursuant to and consistent with the terms, conditions, and specifications set forth in the Village of Arlington Heights bid package and with the following contract documents, copies of which are attached hereto and thereby made a part hereof as Group Exhibit A:

Exhibit A-1: Bid Package cover sheet;
Exhibit A-2: General Terms and Conditions (Pages 4-16);
Exhibit A-3: Specific Terms, Conditions, and Instructions;
Exhibit A-4: Village of Barrington – Program Overview, Scope of Work, and Technical Specifications, etc.;
Exhibit A-5: Excerpt of Proposal from Alpha Maintenance & Services, Inc.;
Exhibit A-6: Contract between the Village and Alpha Maintenance & Services, Inc.;
Exhibit A-7: Appendix A, Agreement Acceptance – Hydrant Painting;
Exhibit A-8: Affidavit of Compliance;
Exhibit A-9: Indemnity and Hold Harmless Agreement;
Exhibit A-10: Bidder's Acknowledgement of Receipt – Addendum No. 2; and
Exhibit A-11: Addendum No. 2;

(collectively, "Exhibits A-1 through A-11, inclusive") for the Work pursuant to competitive bidding, which Work shall be performed pursuant to and in compliance with the specifications contained in the Arlington Heights Bid Package and Exhibits A-1 through A-11, inclusive.

SECTION 3: The Corporate Authorities of the Village hereby approve and authorize the execution by the Village President and attestation by the Village Clerk of contract documents with Alpha Maintenance & Services, Inc., in substantially the form attached hereto and expressly made a part hereof as Group Exhibit A ("the Contract Documents"), and to do all other things necessary and/or appropriate, including but not limited to the execution and delivery of all of the Contract Documents and any other documents to implement the Contract authorized herein.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 10 DAY OF June 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Johnson, Sholeen, Wondrasek, Duncan, Moan, Prigge; President Darch

NAYS None

ABSENT None

ABSTAIN None

APPROVED THIS 10 DAY OF June, 2024

Karen Darch, Village President

Village of Barrington CORPORATE SEAL Cook & Lake Counties

ATTESTED AND FILED THIS
10TH DAY OF JUNE, 2024

Tony Ciganek, Village Clerk

GROUP EXHIBIT A

Exhibit A-1:	Bid Package cover sheet;
Exhibit A-2:	General Terms and Conditions (Pages 4-16);
Exhibit A-3:	Specific Terms, Conditions, and Instructions;
Exhibit A-4:	Village of Barrington – Program Overview, Scope of Work, and Technical Specifications, etc.;
Exhibit A-5:	Excerpt of Proposal from Alpha Maintenance & Services, Inc.;
Exhibit A-6:	Contract between the Village and Alpha Maintenance & Services, Inc.;
Exhibit A-7:	Appendix A, Agreement Acceptance – Hydrant Painting;
Exhibit A-8:	Affidavit of Compliance;
Exhibit A-9:	Indemnity and Hold Harmless Agreement;
Exhibit A-10:	Bidder's Acknowledgement of Receipt – Addendum No. 2; and
Exhibit A-11:	Addendum No. 2

EXHIBIT A-1

BID PACKAGE COVER SHEET

INVITATION FOR BIDS

BID DOCUMENTS AND SPECIFICATIONS

HYDRANT PAINTING

FOR THE MUNICIPALITIES OF:

Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka

Proposal Guaranty:
5% of Total Annual Bid Price (Cashiers/Certified Check or Bid Bond)

Performance Bond:
100% of Total Proposal

Date and Time Due:
February 21, 2024 @ 10:00 a.m. at 33 S. Arlington Heights Rd.

Contact Person:
Lisa, Subrin, Purchasing Coordinator
lsubrin@vah.com

VILLAGE OF ARLINGTON HEIGHTS
33 SOUTH ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
847.368.5800

EXHIBIT A-2

GENERAL TERMS AND CONDITIONS

(Pages 4-16)

GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Arlington Heights ("Arlington Heights"), The Village of Bannockburn, ("Bannockburn"), the Village of Barrington ("Barrington"), the Village of Glenview ("Glenview"), The City of Highland Park ("Highland Park"), The Village of Lake Zurich ("Lake Zurich"), The Village of Morton Grove ("Morton Grove"), The Village of Mount Prospect ("Mount Prospect"), The Village of Riverwoods ("Riverwoods"), The City of Rolling Meadows ("Rolling Meadows"), and The Village of Winnetka ("Winnetka") to award a single contract to a single contractor for Hydrant Sandblasting and Painting services.

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Arlington Heights is conducting the bidding process on behalf of the Municipalities. Each Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

2. BID PRICE

The Municipalities of Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka request pricing for the base bid of year (1) one and request firm/fixed pricing for years (2) two and (3) three. Additionally, the Municipalities request pricing for Emergency Response Services. The Contractor shall identify the discount per municipality if equipment staging is allowed at municipal facilities.

3. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made on a total lump sum of the bid. Each Municipality reserves the right to award multiple years, to award the bid in part or in whole or not award, and/or reject any or all bids, whatever is deemed to be in its best interest.

Each year, the individual Municipalities shall award their work to the Contractor independently of the other Municipalities after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

4. VOLUME/ESTIMATED QUANTITY

The quantities identified herein are estimates quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

In the event awarded Contractor (s) is unavailable, the Municipalities reserve the right to use whatever Contractor is available to minimize and/or mitigate damages to their Municipality.

5. TERM

The term of the contract shall be for three (3) years from the date of award for Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka. The Municipalities reserve the right to renew this contract for two (2) additional one (1) year periods subject to acceptable performance by the Contractor.

At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of either municipality to appropriate funds in future contract years.

6. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of the Municipalities.

7. CONTACT WITH MUNICIPAL PERSONNEL

All bidders are prohibited from making any contact with the municipalities' Presidents, Trustees, or any other official or employee of the municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Arlington Heights Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Arlington Heights Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

8. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Arlington Heights is the only official source for bid packages, questions and answers, and supporting materials. Registration with the Village of Arlington Heights is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Arlington Heights cannot ensure that bidders who obtain bid packages from sources other than the Village of Arlington Heights will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Arlington Heights' discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village of Arlington Heights will NOT rebid the project absent extraordinary circumstances.

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees

that the Village of Arlington Heights shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Arlington Heights, including, but not limited to:

- Certificate of insurance naming each additional Municipality as an additional insured

10. RESERVATION OF RIGHTS

Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject, and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

11. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- Bid pricing
- Emergency Response Rate and Minimum Call Out Time
- Compliance with specifications
- Previous Municipality Experience
- Submittal compliance
- References

12. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Municipalities is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

13. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to used.

14. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Lsubrin@vah.com. Questions are requested prior to the Bid Opening and are required no later than 4:00 p.m. on February 15, 2024.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Arlington Heights to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Municipalities recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Arlington Heights will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

15. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Arlington Heights Purchasing Coordinator within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Purchasing Coordinator. The decision of the Purchasing Coordinator or their duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor

shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Coordinator.

16. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- References
- Disqualification of Certain Bidders
- Affidavit/Anti-collision
- Conflict of Interest Form
- Tax Compliance
- Identification of Subcontractors
- Participation Affidavit

17. RESPONSIVE BID

17.1. A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

17.2. Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

18. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

18.1. Workers' Compensation Insurance covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

18.2. Employers Liability covering all liability of contractor as employer, with limits not less than: $1,000,000 per injury – per occurrence; $500,000 per disease – per employee; and $1,000,000 per disease – policy limit.

18.3. Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself,

because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track.

- General Aggregate Limit $ 2,000,000
- Each Occurrence Limit $ 1,000,000

18.4. Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

- Each Occurrence Limit $ 1,000,000

18.5. Contractor agrees that with respect to the above required insurance:

18.6. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

18.7. To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.

18.8. The Contractor's insurance shall be primary in the event of a claim.

18.9. Each Municipality shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

18.10. A Certificate of Insurance that states that each Municipality has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

18.11. Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Arlington Heights may purchase such insurance coverages and charge the expense thereof to the Contractor.

19. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Arlington Heights ("Arlington Heights"), The Village of Bannockburn, ("Bannockburn"), the Village of Barrington ("Barrington"), the Village of Glenview ("Glenview"), The City of Highland Park ("Highland Park"), The Village of Lake Zurich ("Lake Zurich"), The Village of Morton Grove ("Morton Grove"), The Village of Mount Prospect ("Mount Prospect"), The City of Rolling Meadows ("Rolling Meadows"), and The Village of Winnetka ("Winnetka") (collectively, "Municipalities") which include their representatives, agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused

directly by the willful and wanton conduct of the Village of Arlington Heights ("Arlington Heights"), The Village of Bannockburn, ("Bannockburn"), the Village of Barrington ("Barrington"), the Village of Glenview ("Glenview"), The City of Highland Park ("Highland Park"), The Village of Lake Zurich ("Lake Zurich"), The Village of Morton Grove ("Morton Grove"), The Village of Mount Prospect ("Mount Prospect"), The City of Rolling Meadows ("Rolling Meadows"), and The Village of Winnetka ("Winnetka") (collectively, "Municipalities") its agents, servants, or employees or any other person indemnified hereafter.

20. CHANGE IN STATUS

The Contractor shall notify the Village of Arlington Heights and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Municipalities shall have the option to terminate the contact with the vendor immediately on written notice based on any such change in status.

21. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village of Arlington Heights prior to execution.

Change Orders shall comply with 720 ILCS 5/33E-9.

21.1. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

21.2. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both extras and credits and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.

21.3. Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Coordinator.

21.4. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

21.5. A written Change Order must be issued by the affected Municipality's Purchasing Coordinator prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

22. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The

Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.
Invoices shall be delivered to:

Village of Arlington Heights	Village of Bannockburn
accountspayable@vah.com	SHannon@villageofbannockburn.org
Village of Barrington	Village of Glenview
kfecske@barrington-il.gov	zbadasyan@glenview.il.us
City of Highland Park	City of Lake Zurich
rbannon@cityhpil.com	mike.brown@lakezurich.org
Village of Morton Grove	Village of Mount Prospect
klochner@mortongroveil.org	accountspayable@mountprospect.org
City of Rolling Meadows	Village of Winnetka
RivardR@cityrm.org	ap@winnetka.org

23. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Arlington Heights Project Specifications; The Village of Arlington Heights General Terms & Conditions, The Village of Arlington Heights Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

24. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

25. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

26. TERMINATION

The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

27. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

28. MUNICIPALITY CONTRACTOR'S LICENSE

The most responsive and responsible bidder, prior to commencing any work, must have a valid Contractor's License on-file with the respective Municipality's Development Department, if applicable.

29. NON-APPROPRIATIONS

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council of the affected Municipality.

30. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Arlington Heights Purchasing Coordinator within seven calendar days of the closing time and date. This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village of Arlington Heights Purchasing Coordinator. The decision of the Village of Arlington Heights Purchasing Coordinator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Coordinator.

31. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Arlington Heights will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the right is reserved to reject such bid at the discretion of the Village of Arlington Heights.

32. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

33. AUDIT/ACCESS TO RECORDS

33.1. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

33.2. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

33.3. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

33.4. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

34. WITHDRAWL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Villages Board of Trustees or City Council have accepted said bid.

35. COMPETENCY OF BIDDER

If requested in writing by a municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the Contract if the Bidder fails to perform any of the provisions in the Contract or fails to make delivery within the time stated.

DEFAULT

In case of the default by the Bidder, the Village will procure articles or services from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INSURANCE

The successful Bidder shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village, and Municipalities, with Certificates of Insurance (COI) and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village and/or Municipalities. The Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

A. All Certificates of Insurance required to be obtained by the Bidder shall provide that coverage under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village, and/or Municipalities. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village (or respective Local Government Agency) and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.

B. All insurance required of the Bidder shall state that it is Primary and Non-Contributory Insurance as to all additional insured's with respect to all claims arising out of operations by or on their behalf. If additional insured's have other applicable insurance coverage, those coverage shall be regarded as on an excess or contingent basis.

C. The Bidder shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Bidder, unless the Village or Local

Government Agency authorizes such lesser amount of coverage, naming the same additional insured's and subject to the same restrictions and obligations as set forth for the Bidder's insurance in the Contract Documents.

D. Under no circumstances shall the Village, and/or Local Government Agency, be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(1) allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;

(2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Bidder agrees that the obligation to provide insurance is solely the Bidder's responsibility and cannot be waived by any act or omission of the Village, or Local Government Agency.

E. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village, and/or Local Government Agency, in excess of policy limits or not covered by the policies purchased.

F. The Bidder shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.

G. The Bidder shall provide insurance acceptable to the Village, and Local Government Agency. Such insurance shall include the following coverage in the following amounts:

(1) Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village, and Local Government Agency, and the Waiver of subrogation attached to the certificate of insurance.

(2) Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage):

i. Bodily Injury & Property Damage Combined Single Limit — $1,000,000 each occurrence / $2,000,000 aggregate

ii. Covering the following hazards:

X (Explosion)
C (Collapse)
U (Underground)

iii. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the Village on an annual basis during the two-year period.

(3) Umbrella Excess Liability:

$4,000,000 over Primary Commercial General Liability Insurance
$10,000 Retention

(4) Automobile Liability (owned, non-owned, hired):

Bodily Injury & Property Damage
$1,000,000 each occurrence combined single limit

H. The Bidder further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Bidder's contractual liability hereunder and to indemnify the Village, and/or local Government Agency, and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:

NON-DISCRIMINATION

A. Bidder/Supplier shall, as a party to a public contract
   (1) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
   (2) By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

B. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2002 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

CERTIFICATIONS FOR SUBMISSION OF BID

Certification to Enter into Public Contracts – 720 ILCS 5/33E-1. Bidder certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Bidder shall execute the attached Certificate at Exhibit "A."

Payments to Illinois Department of Revenue. Bidder certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1-1. Bidder shall execute the attached Certificate at Exhibit "B."

EXHIBIT A-3

SPECIFIC TERMS, CONDITIONS, AND INSTRUCTIONS

SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS

PROJECT OVERVIEW

To extend the life of fire hydrants as well as maintain aesthetics, Municipalities require the painting of hydrants. This entails sandblasting to remove previous paint layers, applying a single coat of primer and single coat of paint (specific to each Municipality). Some Municipalities may require a separate paint color on hydrant caps.

It is the intent of the Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka (collectively referred to as "Municipalities") to jointly bid the sandblasting and painting of municipal fire hydrants and award a Contract to a single Contractor. Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing.

The Village of Arlington Heights is conducting the bidding process on behalf of the Municipalities. Each of the Municipalities' manager, Board of Trustees or City Council as the case may be, will have the right to review and independently approve or reject the bid award and execute a Contract or Agreement.

CONTRACTOR RESPONSIBILITY

Contractors shall carefully examine all data made available in the Bid Documents, fully inform and familiarize themselves as to all existing conditions and limitations, the obstacles that may be encountered, and all relevant matters concerning the Work to be performed. Failure to do so will not relieve the Contractor from any obligations to comply strictly and fully with the terms of the Contract. No allowances or extra compensation shall be made for the failure of the Contractor to correctly estimate the nature and quantities of labor, equipment, materials, tools, transportation and warranties that are to be provided under this Contract.

MEETING

Once awarded, Contractor shall be required to attend a pre-construction meeting with the Local Government Agency to discuss the Work required in the Contract prior to the commencement of Work. At this time, or prior dependent on the Local Government Agency, the Contractor shall confirm hydrant products before any purchases are made.

ADDITIONAL WORK

Any alterations or modifications of the Work performed under this Contract shall be made only by written agreement between the Contractor and Local Government Agency, and shall be made prior to commencement of the altered or modified Work. No claim for any extra Work or materials shall be allowed unless pre-authorized by written agreement prior to commencement of said Work.

PROPOSAL PRICING

I. Hydrant Painting
   - This price is a fixed price per hydrant for sandblasting, priming and painting a standard paint color for the entire hydrant (barrel and caps).

II. Additional Color: Cap Painting
   - This price is an *additional* fixed price per hydrant for the painting of hydrant caps in a different color from the barrel or body of the hydrant to indicate water flow capacities. Colors may be blue, green, orange or red. The Local Government Agency shall work with the Contractor on color and paint manufacturer.

EXHIBIT A-4

VILLAGE OF BARRINGTON – PROGRAM OVERVIEW, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, ETC.

(Pages 22 and 23)

VILLAGE OF BARRINGTON

Program Overview

The Village Barrington owns, maintains, and operates an independent water system with approximately 1,000 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surroundingproperties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Sher-Cryl Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Sher-Cryl Professional High Performance Acrylic, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up
The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway
Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work
The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection
The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property
The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)
Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty
The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

EXHIBIT A-5

EXCERPT FROM BID PROPOSAL OF ALPHA MAINTENANCE & SERVICES, INC.
RELATIVE TO VILLAGE OF BARRINGTON

VILLAGE OF ARLINGTON HEIGHTS

BID PROPOSAL

	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Arlington Heights							
	1	1	Year 1, sandblasting and Painting	Per Hydrant	500	90-	$45,000-
	2	2	Year 2, sandblasting and Painting	Per Hydrant	500	93-	$46,500-
	3	3	Year 3, sandblasting and Painting	Per Hydrant	500	96-	$48,000-
						Village of Arlington Heights TOTAL	1,500
	Line Item	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Village of Bannockburn							
	4	4	Year 1, sandblasting and Painting	Per Hydrant	0	90-	$0-
	5	5	Year 2, sandblasting and Painting	Per Hydrant	0	93-	$0-
	6	6	Year 3, sandblasting and Painting	Per Hydrant	265	96-	$25,440-
						Village of Bannockburn TOTAL	265
	Line Item	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Village of Barrington							
	7	7	Year 1, sandblasting and Painting	Per Hydrant	100	90-	$9,000-
	8	8	Year 2, sandblasting and Painting	Per Hydrant	100	93-	$9,300-
	9	9	Year 3, sandblasting and Painting	Per Hydrant	100	96-	$9,600-
						Village of Barrington TOTAL	300
	Line Item	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Village of Glenview							
	10	10	Year 1, sandblasting and Painting	Per Hydrant	415	90-	$37,350-
	11	11	Year 2, sandblasting and Painting	Per Hydrant	590	93-	$54,870-
	12	12	Year 3, sandblasting and Painting	Per Hydrant	600	96-	$57,600-
						Village of Glenview TOTAL	1605
	Line Item	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
City of Highland Park							
	13	13	Year 1, sandblasting and Painting	Per Hydrant	400	90-	$36,000-
	14	14	Year 2, sandblasting and Painting	Per Hydrant	400	93-	$37,200-
	15	15	Year 3, sandblasting and Painting	Per Hydrant	400	96-	$38,400-
						City of Highland Park TOTAL	1200
	Line Item	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Village of Lake Zurich							
	16	16	Year 1, sandblasting and Painting	Per Hydrant	300	90-	$27,00-

EXHIBIT A-6:

VILLAGE OF BARRINGTON
CONTRACT

This Agreement is made and entered into this ____ day of April, 2024, between the Village of Barrington, Cook and Lake Counties, Illinois (the "Village") and Alpha Maintenance & Services, Inc. (the "Vendor").

In consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, the parties agree as follows:

1. The Vendor agrees to do all the work, furnish all materials and all labor necessary to complete the work in full compliance with all of the terms of this Agreement and the proposed specifications and requirements of the Director under it;
2. The Village agrees to pay the Vendor based on unit prices for completion of the work in accordance with the bid documents;
3. It is understood and agreed that Exhibits A-1 through A-11, including the Bid Documents, Specifications, Addenda, and the Bidder's response are all essential documents for the Hydrant Painting Services for the contract years 2024, 2025, and 2026. They are attached and hereby made part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Attest:

Tony Ciganek
Village Clerk

[Seal]

Village of Barrington

By: Karen Y. Darch
Title: Village President
Date: June 10, 2024

Bidder: Alpha Maintenance & Services, Inc.

By: _____
Title: President
Date: May 3, 2024

Notary

[Seal]

JOANN L JONES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 31, 2025

Subscribed and sworn before me this 3 day of May, 2024.

EXHIBIT A-7:

APPENDIX A
AGREEMENT ACCEPTANCE

HYDRANT PAINTING

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Barrington ("Owner") this ____ day of _____, 2024.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal". Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF BARRINGTON

By: _____

Title: _____

ATTEST: _____
Tony Ciganek, Village Clerk

[Seal]

EXHIBIT A-8:

VILLAGE OF BARRINGTON

AFFIDAVIT OF COMPLIANCE

Applicant: Alpha Maintenance & Services, Inc.
Name
9820 Haegers Bend Road, Algonquin, IL 60102
Address

As a condition of entering into a contract with the Village of Barrington, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, Dimitrios Korkotigas, being first duly sworn on oath, deposes and states that he or she is President (sole owner, partner, joint ventured, President, Secretary, etc.) of Alpha Maintenance & Services, Inc. and has the authority to make all certifications required by this Affidavit.

Section I:

Non-Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interest in the proposed contract.

Section II:

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III:

Illinois Drug-Free Workplace Act

The undersigned further states that Alpha Maintenance & Services, Inc. provides a drug-free workplace pursuant to Illinois Statutes, 30 ILCS 580/1, et seq. and provides compliance with necessary requirements.

Section IV:

Tax Payment

The undersigned further states that Alpha Maintenance & Services, Inc. is not delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Sighed by: _____

Name Dimitrios Kerkofigas

Title President

Subscribed and sworn to before me this 3 day of May, 2024.

By: _____

Notary Public

[Seal]

JOANN L JONES
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 31, 2025

EXHIBIT A-9

VILLAGE OF BARRINGTON

INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Barrington, its Board of Trustees, officers, agents, and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense: appear, defend, and pay all charges of attorneys and all costs and other expenses arriving therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Barrington, its Board of Trustees, officers, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policie3s required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Barrington, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: Alpha Maintenance & Services, Inc..

By: _____

EXHIBIT A-10

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT
OF ADDENDUM NO. 2
VILLAGE OF ARLINGTON HEIGHTS,
HYDRANT PAINTAING MPI

BIDDER'S ACKNOWLEDGMENT OF RECEIPT

ADDENDUM NO. 2
VILLAGE OF ARLINGTON HEIGHTS,
HYRDRANT PAINTING MPI

BIDDER hereby acknowledges receipt of Addendum No. 2

Company Name..... : Alpha Maintenance & Services Inc.

By .....: [signature]

Print Name .....: Dimitrios Korkofigas

Position/Title..... : President

Date .....: February 20, 2024

Note: This Addendum shall be included with and is considered part of the bid documents. Include this original in your bid.

Failure to return this form may result in disqualification of the Bidder

EXHIBIT A-11

ADDENDUM NO. 2

ADDENDUM NO. 2
VILLAGE OF ARLINGTON HEIGHTS
HYRDRANT PAINTING MPI
2/20/24

The following addendum has been issued and will be part of the bidding and contract documents for this bid. The bidder shall acknowledge receipt of this addendum and its inclusion to this bid by signing page 4 of the addendum and submitting it with your sealed bid.

Bid Proposal Page: The Bid Proposal Page has been adjusted with 3 small changes. Please note the individual quantities have **NOT** been changed with this addendum.

- The total line for the "Village of Glenview Total" had the wrong name and has been updated with the correct name.
- The total for the 3 years for the Village of Glenview has been.
- The total for the 3 years for the City of Highland Park has been added.

VILLAGE OF ARLINGTON HEIGHTS

Bid Tabulation Sheet

Hydrant Painting MPI

The following bids were opened February 21, 2024 at 10:00 a.m., in the Village of Arlington Heights Municipal Building 33 S. Arlington Heights Road, Arlington Heights, IL 60005

BIDDER	BID BOND	Signed Addendum 1	Signed Addendum 2	Village of AH Year 1	Village of AH Year 2	Village of AH Year 3
Alpha Maintenance & Services Inc	Y	Y	Y	$45,000.00	$46,500.00	$48,000.00
BP&T Construction	Y	Y	Y	$40,000.00	$42,000.00	$44,000.00
Muscat Painting	Y	Y	Y	$49,390.00	$49,890.00	$50,390.00
~~Red Feather Group~~	~~N~~ ~~Y~~	~~Y~~	~~Y~~	~~$39,250.00~~	~~$41,605.00~~	~~$42,855.00~~
Taza Construction	Y	Y	Y	$57,800.00	$65,875.00	$72,250.00

Disqualified - Bid Bond was not included in Sealed Package at 10:00 AM