



**VILLAGE OF GRAYSLAKE**

**CONTRACT**

**WATER TOWER WASHING**

**PLEASE PROCEED TO NEXT PAGE**

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder Giant Maintenance ("Bidder")  
Principal Office Address 20678 W Highway 176 Mundelein, IL 60060  
Local Office Address \_\_\_\_\_  
Contact Person Beverly Giarrante Telephone Number 847 566 9188

TO: Village of Grayslake ("Owner" or "Village")  
10 South Seymour Avenue  
Grayslake, Illinois 60030

Attention: Michael J. Ellis  
Village Manager

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including the following Attachments, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:*

- A. Supplementary Schedule of Contract Terms
- B. Schedule of Prices
- C. Special Provisions

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

- 1. **General Standard.** All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent herewith. All equipment, materials, and supplies incorporated into the Work shall be

new and undamaged and shall be the best of their respective kinds for their intended use.

- 2. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.
- 3. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 4. **Bonds and Insurance.** Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
- 5. **Taxes.** Pay all applicable federal, state, and local taxes;
- 6. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and
- 7. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and

expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment C and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Owner or Bidder from those set forth in this Contract/Proposal.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Owner repair or replace, damage done to, and any loss or injury suffered by, the Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in the Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers; the compensation set forth below.

### A. SCHEDULE OF PRICES See Attachment B

### B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

C. In the event that Bidder is to receive periodic payments under this Contract/Proposal, each such periodic payment shall be subject to a 10% hold-back ("Retainage") that the Owner may utilize to cure any deficiency in Bidder's performance under the terms of the Contract/Proposal. After final acceptance of the Work by the Owner, the Owner's final payment to Bidder shall include the balance of the Contract Price (including any remaining Retainage).

## 3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Owner's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment A.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently,

vigorously, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract.

#### 4. **Financial Assurance**

- A. **Bonds (if required by Attachment A)**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.
- B. **Insurance**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Owner, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Owner's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Owner to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Owner. Such policies shall name the Owner as an additional insured and cancellation notice recipient, including without limitation naming the Owner as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Owner. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Owner within thirty (30) days after Bidder receives such notice from the Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or

damages under this Contract/Proposal. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for the Owner, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Owner, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. Bidder shall also provide the Owner with a copy of the actual additional insured endorsement demonstrating that the Owner is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Owner of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract.

- C. **Indemnification**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. **Subcontractor Insurance**. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. **Penalties**. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or

inconnection with Bidder's performance of, or failure to perform, the Work or any part thereof.

#### 5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

#### 6. Bidder's Representations and Warranties

In order to induce the Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Owner.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Bidder's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at [www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM). If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice

of the prevailing wage rates in accordance with the Act. Any increases in costs to the Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Bidder shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

C. Not Barred. Bidder is not barred by law from contracting with the Owner or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Bids set forth above.

## 7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Bidder's Certification. All the facts and information submitted by Bidder in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Bidder's Certification are true and correct.

C. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Owner reserves the right to reject any and all bids, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

E. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Owner's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

G. Penalties. Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Owner, whether before or after the Owner's acceptance of this Contract/Proposal; nor any information or data supplied by the Owner, whether before or after the Owner's acceptance of this Contract/Proposal; nor any order by the Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Owner; nor any extension of time granted by the Owner; nor any delay by the Owner in exercising any right under this Contract/Proposal; nor any other act or omission of the Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Owner.

J. Severability. The provisions of this Contract/Proposal shall be interpreted when possible to sustain their

L. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Owner.

M. Acceptance as Full Payment and Satisfaction. The acceptance by Bidder of full payment for the Work shall operate as a full and complete release of the Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to this Contract.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder 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.

All Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder 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. All 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 Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. Cleanliness of the Work Site and Environs. Bidder shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Bidder shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Bidder fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Bidder.

R. Damage to the Work, the Work Site, and Other Property. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Bidder from the Commencement Date until Final Payment.

S. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

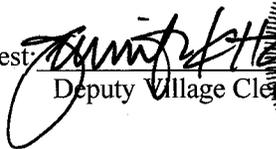
**ACCEPTANCE**

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 Grayslake ("Owner") this 10<sup>th</sup> day of June, 2016.

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 the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

**VILLAGE OF GRAYSLAKE**

*JK*  
By   
*Michael J. Ellis*  
*Village Manager*

Attest   
Deputy Village Clerk



The seal is circular with a double-line border. The outer ring contains the text "VILLAGE OF GRAYSLAKE, ILL." at the top and "SEAL" at the bottom, separated by a star on the left and right. The inner circle contains the text "CORPORATE" at the top and "SEAL" at the bottom, with a horizontal line and a small star in the center.

**ATTACHMENT A  
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: Water Tower Washing
- II. Work Site: Lincoln Water Tower and Lake Street Water Tower (see Attachment C)
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: Within thirty (30) days of the date of execution.
- VI. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory  
Employer's Liability:  
\$500,000 ea. accident-injury  
\$500,000 ea. employee-disease  
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of the Village.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements.

VII. Per Diem Administrative Charge:

A. General. Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.

VIII. Contract Bonds Required:

NO

**ATTACHMENT B**  
**SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)



20678 W. Highway 176  
Mundelein, IL 60060  
847-566-9188 or 847-388-3711  
Fax 847-388-3712

# Proposal

Date	Proposal #
3/11/2016	5046

Name / Address		Contact #	
Village of Grayslake 10 South Seymour Grayslake, IL 60030			
Description		Total	
<p>LOCATION: Lincoln Avenue south of IL Rt 120, Grayslake, IL 60030</p> <p>Giant proposes to use proper cleaning procedures standard to the industry to clean a 500,000 gallon hydro pillar water storage tank. Using a all-terrain telescoping boom, we apply "D-2 Biological Solution" as a prewash with low pressure (increases the ability to clean with less high pressure - product label available upon request) follow up with our professional pressure washing techniques to properly clean the surface without damaging the paint. Final step is with a final rinse of "D-2 Biological Solution" for a barrier to help fight against future mold &amp; mildew. Hot water temperature will be used as deemed necessary at time of project. Giant's cleaning process is a touchless system to avoid unnecessary damage to the tower via markings and scratching due to hanging cables and other equipment from towers.</p> <p>GIANT'S PROPOSAL PRICE INCLUDES APPLYING A FINAL RINSE USING A MOLD &amp; MILDEW INHIBITOR THAT WILL AID AGAINST THE REGROWTH OF MOLD &amp; MILDEW AND KEEPS THE SURFACE CLEANER LONGER.</p> <p>Safety equipment will be used by OSHA requirements.</p> <p>All cleaning products used are biodegradable and are environmentally friendly.</p> <p>All equipment, safety devices, and machinery are included in this bid.</p> <p>All technicians are trained &amp; certified aerial lift operators.</p> <p>Performance bond -Only if required.</p>		5,700.00	
		180.00	
		<b>Total</b>	
		5,880.00	

We hereby propose to furnish all the materials and perform all the labor necessary for this job description in a substantial workman like manner for the sum of above.

Any alterations or deviations from the above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. Pricing does not reflect prevailing wages which may or may not increase price.

All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above mentioned work to be taken out by Giant.

This proposal may be withdrawn by us if not accepted within 60 days.

Respectfully Submitted: Mark Giarrante

With this signature GIANT is authorized to do the work as specified.

Visit our website: [www.giant2u.com](http://www.giant2u.com)

Signature \_\_\_\_\_



**MAINTENANCE & RESTORATION, INC.**

20678 W. Highway 176  
 Mundelein, IL 60060  
 847-566-9188 or 847-388-3711  
 Fax 847-388-3712

# Proposal

Date	Proposal #
3/11/2016	5045

Name / Address		Contact #	
Village of Grayslake 10 South Seymour Grayslake, IL 60030			
Description		Total	
LOCATION: Lake Street south of IL Rt 83, Grayslake, IL 60030 Giant proposes to use proper cleaning procedures standard to the industry to clean a 167' 500,000 gallon water storage tank. Using a all-terrain telescoping boom, we apply "D-2 Biological Solution" as a prewash with low pressure (increases the ability to clean with less high pressure - product label available upon request) follow up with our professional pressure washing techniques to properly clean the surface without damaging the paint. Final step is with a final rinse of "D-2 Biological Solution" for a barrier to help fight against future mold & mildew. Hot water temperature will be used as deemed necessary at time of project. Giant's cleaning process is a touchless system to avoid unnecessary damage to the tower via markings and scratching due to hanging cables and other equipment from towers. GIANT'S PROPOSAL PRICE INCLUDES APPLYING A FINAL RINSE USING A MOLD & MILDEW INHIBITOR THAT WILL AID AGAINST THE REGROWTH OF MOLD & MILDEW AND KEEPS THE SURFACE CLEANER LONGER. Safety equipment will be used by OSHA requirements. All cleaning products used are biodegradable and are environmentally friendly. All equipment, safety devices, and machinery are included in this bid. All technicians are trained & certified aerial lift operators. Performance bond -Only if required.		4,820.00	
		150.00	
		<b>Total</b>	
		<b>\$4,970.00</b>	

We hereby propose to furnish all the materials and perform all the labor necessary for this job description in a substantial workman like manner for the sum of above.

Any alterations or deviations from the above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. Pricing does not reflect prevailing wages which may or may not increase price.

All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above mentioned work to be taken out by Giant.

This proposal may be withdrawn by us if not accepted within 60 days.

Respectfully Submitted: Mark Giarrante

With this signature GIANT is authorized to do the work as specified.

Visit our website: [www.giant2u.com](http://www.giant2u.com)

Signature \_\_\_\_\_

**SPECIAL PROVISIONS OF CONTRACT**

**I. Tank Specifications**

**Village of Grayslake Locations**

- A. Location: Lake Street south of Illinois Route 83, Grayslake, IL 60030
- B. Type: Water Spheroid
- C. Size: 500,000 gallons
- D. Height: 167 feet
  
- A. Location: Lincoln Avenue south of Illinois Route 120, Grayslake, IL 60030
- B. Type: Hydro Pillar
- C. Size: 500,000 gallons
- D. Height: 135 feet

Contractor shall be responsible for identifying all locations and site conditions.

**II. General Specifications**

- A. apply a solution of one (1) part household bleach to three (3) parts water to all exterior surfaces of the water tower with a low pressure pump-up sprayer to kill all mold and mildew present; allow to dwell for 5 minutes
  
- B. power wash all exterior surfaces of the water tower in accordance with SSPC-SP 12/NACE No. 5, LPWC (1,500 p.s.i. maximum)

**III. Qualifications. Contractor shall have completed at least three (3) municipal water tower washings in the last five (5) years. Please provide documentation on a separate sheet including:**

- 1. municipality
- 2. contact name and phone number
- 3. date of washing
- 4. type, size, and height of water tower

**BID WILL BE CONSIDERED "NON-RESPONSIVE" IF DOCUMENTATION IS NOT PROVIDED**

**IV. Contract Time. Contractor shall complete within thirty (30) days after the Commencement Date.**

**V. Liquidated Damages. If Contractor fails to complete the Work within the Contract Time or within such extended time as may have been allowed, Contractor shall be liable in the amount of \$100.00 per calendar day, not as a penalty but as liquidated damages.**

Bidder's Status: (  ) Illinois Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: Giant Maintenance & Restoration Inc

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: Beverly Giarrante

Printed Name: Beverly Giarrante

(corporate seal) (if corporation)

Title/Position: Vice President

Bidder's Business Address: 20678 W. IL Route 176

Mundelein, IL 60060

Bidder's Business Telephone: 847-566-9188 Facsimile: 847-388-3712

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>Beverly Giarrante</u>	<u>Vice President</u>	<u>20678 W. HWY 176</u>
<u>Mark Giarrante</u>	<u>President</u>	<u>Mundelein IL 60060</u>

STATE OF ILLINOIS }  
                                  } SS  
COUNTY OF LAKE }

**ATTACHMENT D**  
**CERTIFICATIONS OF INSURANCE COVERAGE**

Beverly Giarrante, as Contractor, and Tyler Vandermeer, as representative of contractor's insurer EC Services ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor and Contractor's Insurer depose, state, and certify that Contractor has obtained insurance coverage as required pursuant to Section 4 of this Contract and provided certificates of insurance evidencing the minimum insurance coverages and limits set forth in Section VI of Attachment A to this Contract as required pursuant to Section 4 of this Contract.

Dated this 6 day of JUNE, 2016.

Attest/Witness

CONTRACTOR

By:

Beverly Giarrante  
By: Beverly Giarrante

Title:

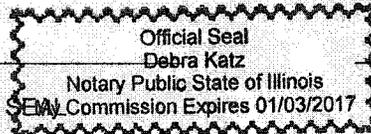
Vice President  
Grant Maintenance Restoration, Inc

Title:

Subscribed and sworn to before me  
this 6 day of JUNE, 2016.

My Commission Expires:

Debra Katz  
Notary Public



1/3/2017

Attest/Witness

CONTRACTOR'S INSURER

By:

Tyler Vandermeer  
By: Tyler Vandermeer

Title:

Financial Representative

Title:

Subscribed and sworn to before me  
this 3rd day of June, 2016.

My Commission Expires:

Joanne M Weigt  
Notary Public  
SEAL



01/31/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CC Services 1705 N Towanda Ave PO Box 2020 Bloomington IL 61702-2020		<b>CONTACT NAME:</b> CC Services, Inc. <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____															
<b>INSURED</b> Giant Maintenance and Restoration Inc. 20678 W Il Rt 176 Mundelein IL 60060		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Scottsdale Insurance Company thru</td> <td></td> </tr> <tr> <td>INSURER B: Donald Gaddis Co., Inc.</td> <td></td> </tr> <tr> <td>INSURER C: Progressive Companies</td> <td></td> </tr> <tr> <td>INSURER D: V3 Insurance Partners LLC thru</td> <td></td> </tr> <tr> <td>INSURER E: Spriska</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Company thru		INSURER B: Donald Gaddis Co., Inc.		INSURER C: Progressive Companies		INSURER D: V3 Insurance Partners LLC thru		INSURER E: Spriska		INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER: 2015-2016** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible - \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS2314505	10/28/2015	10/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000												
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			03674697-2	4/21/2016	10/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0065056	05/19/2016	10/28/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000												
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	V9WC721514	5/18/2016	5/18/2017	<table border="1"> <thead> <tr> <th></th> <th>PER STATUTE</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </tbody> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
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E.L. DISEASE - EA EMPLOYEE		\$ 500,000																	
E.L. DISEASE - POLICY LIMIT		\$ 500,000																	
A	Commercial Package			CPS2314505	10/28/2015	10/28/2016	BPP - \$1,000 Deductible \$10,000 Inland Marine - \$500 Deductible \$15,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as additional insured, Waiver of subrogation applies- Per the GL policy only.

**CERTIFICATE HOLDER**

VILLAGE OF GRAYSLAKE  
 10 SEYMOUR AVE  
 GRAYSLAKE, IL 60030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Murphy/AR

*Angela Murphy*

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CC SERVICES INC  
 PO BOX 2020  
 BLOOMINGTON, IL 61702  
 1-866-434-3458

**Policy number: 03674697-2**

Underwritten by:  
 ARTISAN AND TRUCKERS CASUALTY CO  
 May 6, 2016  
 Page 1 of 2

## Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured VILLAGE OF GRAYSLAKE 10 SEYMOUR AVE GRAYSLAKE, IL 60030	GIANT MAINTENANCE AND RESTORATION INC. 20678 W. IL RT. 176 MUNDELEIN, IL 60060	CC SERVICES INC PO BOX 2020 BLOOMINGTON, IL 61702

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Apr 21, 2016      Policy Expiration Date: Oct 21, 2016

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST BODILY INJURY	\$1,000,000 COMBINED SINGLE LIMIT
UNDERINSURED MOTORIST BODILY INJURY	\$1,000,000 COMBINED SINGLE LIMIT
EMPLOYER'S NON-OWNED AUTO BIPD	\$1,000,000 COMBINED SINGLE LIMIT
HIRED AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2000 GMC SIERRA C2500/K2 1GTGK24R4YR177039		
MEDICAL PAYMENTS	\$5,000	
COMPREHENSIVE	\$1,000 DED	
COLLISION	\$1,000 DED	
ROADSIDE ASSISTANCE	SELECTED	
2002 GMC SONOMA 1GTCS145928220342		
MEDICAL PAYMENTS	\$5,000	
COMPREHENSIVE	\$1,000 DED	
ROADSIDE ASSISTANCE	SELECTED	
2004 GMC SIERRA 2500 1GTGK29V542133719		Stated Amount \$7,500
MEDICAL PAYMENTS	\$5,000	
COMPREHENSIVE	\$1,000 DED	
COLLISION	\$1,000 DED	
ROADSIDE ASSISTANCE	SELECTED	
1993 CHEVROLET C1500/K1500 1GCEK14H6PZ01039		
MEDICAL PAYMENTS	\$5,000	
2001 CHEVROLET SILVERADO C2500 1GCHC29UX1E300936		

MEDICAL PAYMENTS	\$5,000		
COMPREHENSIVE	\$1,000 DED		
ROADSIDE ASSISTANCE	SELECTED		
.....			
2012 AMERICAN TRAILER 1A9UT18A2C1668624		Stated Amount	\$3,500
COMPREHENSIVE	\$1,000 DED		
COLLISION	\$1,000 DED		
.....			
2007 FORD F250 1FDSX20587EA54375			
MEDICAL PAYMENTS	\$5,000		
COMPREHENSIVE	\$1,000 DED		
ROADSIDE ASSISTANCE	SELECTED		

**Certificate number**

12716NET697

**Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.**

