

RESOLUTION 19-59

A RESOLUTION AWARDING THE BID FOR THE 1,000,000 GALLON CONCRETE WATER RESERVOIR EXTERIOR OVERCOATING, WET INTERIOR PIPING REPAINTING AND MISCELLANEOUS REPAIRS TO BADGER SPECIALTY COATINGS & CONSTRUCTION, LLC IN THE AMOUNT OF \$79,963.00

WHEREAS, the Village of Antioch, Lake County, Illinois (the "Village") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and

WHEREAS, bids for the painting and repairs of the 1,000,000-gallon concrete water reservoir were opened on September 30, 2019 at 10:00 a.m.; and

WHEREAS, bids were received from Seven Brothers Painting, Inc., DN Tanks, Inc., Tecorp Inc., and Badger Specialty Coatings & Construction, LLC

WHEREAS, Dixon Engineering consultants have reviewed the bids and given recommendation for award of bid to Badger Specialty Coatings & Construction, LLC

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS, to authorize the Village Administrator to execute a contract with Badger Specialty Coatings & Construction, LLC in the amount of \$79,963.00 for the exterior overcoating, wet interior piping repainting and miscellaneous repairs.

ADOPTED by the Mayor and Village Board of Trustees of the Village of Antioch, Lake County, Illinois, and this 14th day of October, 2019.

APPROVED this 14th day of October, 2019.

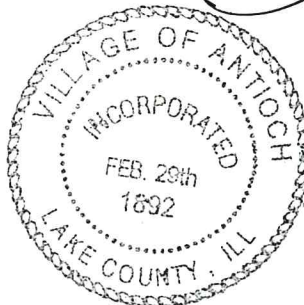
AYES: 5: Pierce, Macek, Yost, Poulos and Johnson.

NAYS: 0.

ABSENT: 1: Dominiak.

ATTEST:


Lori K. Romine, Village Clerk




Lawrence M. Hanson, Mayor

Request For Board Action

REFERRED TO BOARD: October 14, 2019

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Administration

SUBJECT: Consideration of a Resolution Awarding the Bid for the 1,000,000 gallon concrete water reservoir exterior overcoating, wet interior piping repainting and miscellaneous repairs to Badge Specialty Coatings & Construction, LLC in the amount of \$79,963 and authorizing the Village Administrator to execute the contract

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

With the importance of properly maintaining Village infrastructure and structures, the 1,000,000-gallon concrete water reservoir located in the Clublands Subdivision has been put out to bid for exterior overcoating, wet interior piping repainting and miscellaneous repairs. This service is included in the current budget at \$80,000.

The reservoir will be out of service for a maximum of 22 days. Measures such as hydrant flushing will take place to ensure water quality.

Dixon Engineering consultants have reviewed the bids and determined that Badger Specialty Coatings & Construction, LLC is the lowest responsible bidder and recommends awarding the contract to Badger Specialty Coatings & Construction, LLC. in the amount of \$79,963.00.

FINANCIAL IMPACT:

\$79,963.00

DOCUMENTS ATTACHED:

1. Bid Tabulation Sheet
2. Recommendation from Dixon Engineering
3. Notice of Award
4. Contract
5. Resolution

RECOMMENDED MOTION:

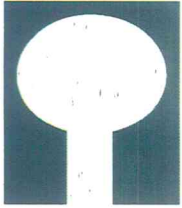
Move to Approve a Resolution Awarding the Bid for the 1,000,000 gallon concrete water reservoir exterior overcoating, wet interior piping repainting and miscellaneous repairs to Badge Specialty Coatings & Construction, LLC in the amount of \$79,963 and authorizing the Village Administrator to execute the contract

Antioch, Illinois - 1,000,000 Gallon Concrete Reservoir
2019 Water Tower Painting Project -September 30, 2019, 10:00 a.m.

	LC United Sterling Hgts, MI	Seven Brothers Shelby Twp., MI	D & N Tanks Wakefield, MA	Dynamic Industrial Highland, IN	Tecorp Joliet, IL
Section 03 00 00					
Crack Repair (1)		20,000	2,000		19,200
Splash Pad (2)		5,300	7,083		8,000
Total Section 03 (1-2)		25,300	9,083		27,200
Section 09 00 00					
Exterior Overcoat(1)		74,500	72,765		64,000
Wet Interior Repaint (2)		19,800	15,000		37,000
Total Section 09 (1-2)		94,300	87,765		101,000
Project Total		119,600	96,848		128,200
Acknowledgement of Addendum 1		Yes	Yes		Yes
Bid Bond		10%	10%		10%

**Antioch, Illinois - 1,000,000 Gallon Concrete Reservoir
2019 Water Tower Painting Project -September 30, 2019, 10:00 a.m.**

	Badger Specialty Coatings	PT & T	Era Valdivia		
	Janesville,	Henderson,	Chicago,		
	WI	KY	IL		
Section 03 00 00					
Crack Repair (1)	4,000				
Splash Pad (2)	5,000				
Total Section 03 (1-2)	9,000				
Section 09 00 00					
Exterior Overcoat(1)	61,463				
Wet Interior Repaint (2)	9,500				
Total Section 09 (1-2)	70,963				
Project Total	79,963				
Acknowledgement of Addendum 1					
Bid Bond	10%				



DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

October 2, 2019

Mr. Dave Hanson
Village of Antioch
911 Clublake Drive
Antioch, IL 60002

Subject: Antioch, Illinois – 1,000,000 gallon Concrete Reservoir Repainting and Repair Project -
Recommendation for Award

Dear Mr. Hanson:

Dixon Engineering has reviewed the bids received for repainting and repair of the 1,000,000 gallon concrete reservoir and recommends award to Badger Specialty Coatings & Construction LLC of Janesville, Wisconsin for the total base bid amount of \$79,963. Badger Specialty Coatings & Construction LLC is a prequalified contractor with Dixon.

Enclosed find three copies of the Notice of Award. After review, please sign and forward all copies of the selected notice to the contractor for signature. The contractor is to return one copy to your office, forward a copy to our office, and retain a copy for his files. Also, please remind the contractor he then has ten days to forward to our office the required bonds and certificate(s) of insurance for inclusion in the Contract Documents.

If you have any questions, please contact me at (414) 429-3430.

FOR DIXON ENGINEERING, INC.,

Kayla Mulcahy
Project Manager – NACE Inspector

Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council

NOTICE of AWARD

To: **Badger Specialty Coatings & Construction LLC**
1310 Mineral Point
Janesville, WI 53548

Contract: **Village of Antioch, Illinois**
1,000,000 Gallon Concrete Reservoir
Exterior Overcoat
Wet Interior Piping Repaint
and Miscellaneous Repairs

Project Scope (selected line items):
Crack Repair (\$4,000)
Splash Pad (\$5,000)
Exterior Overcoat (\$61,463)
Wet Interior Repaint (\$9,500)

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids and Information for Bidders dated September 30, 2019.

You are hereby notified that your Bid has been accepted for the line items listed in the Project Scope in the amount of \$79,963.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificate(s) of Insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the Owner.

Dated this the _____ day of _____, 2019.

VILLAGE OF ANTIOCH, ILLINOIS

By _____

Title _____

ACCEPTANCE of NOTICE

Receipt of the above NOTICE of AWARD is hereby acknowledged by Badger Specialty Coatings & Construction LLC this the _____ day of _____, 2019.

BADGER SPECIALTY COATINGS & CONSTRUCTION LLC

By _____

Title _____

Project Complete 2019

SECTION 00 05 00

BID/AGREEMENT FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid/Agreement Form with initial capital letters have the meanings stated in the Instructions to Bidders, Supplemental Instructions to Bidders (if applicable), the General Conditions, and the Supplementary Conditions.

ARTICLE 1 - BID/AGREEMENT SIGNATURES AND BID

1.01 By signing this Bid Proposal, Contractor acknowledges that this Bid Form becomes an Agreement upon acceptance and signature of Owner below in Article 2.

1.02 Receipt of Addenda – Bidder hereby acknowledges receipt of the following Addenda:
Attach sheet if more rows are needed.

Addendum Number	Addendum Date	SIGNATURE -Addendum Received
1	9/25/19	Daniel Tvascher

1.03 Bid – Bidder will complete the Work in accordance with the Contract Documents, including all labor and material, for the following Total price which is the Sum of prices from the Schedule of Values. Section 00.06.00:

Seventy nine thousand nine hundred sixty three \$ 79,963

Lump Sum Prices are based on the Schedule of Values – Section 00 06 00.

Unit Prices have been computed in accordance with the General Conditions and listed in Schedule of Values.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder acknowledges that Lump Sum bids are actually itemized bids based on the Schedule of Values, and further agrees and acknowledges the alternatives and conditions set forth in the Schedule of Values.

1.04 This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

1.05 Bidder agrees that no less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this Contract.

1.06 BIDDER hereby submits this Bid to:

Owner: village of Antioch, IL

Address of Owner: 847 main st Antioch, IL

Bidder: BADGER SPECIALTY COATINGS & CONSTRUCTION LLC

By: *Daniel Tuescher* (typed or printed name of organization)
(individual's signature)

Name: DANIEL TUESCHER

Title: PRESIDENT

Date: 9/25/2019

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____

Title: _____

Date: _____

Address for giving notices:

4009 SANDHILL DR JANESVILLE, WI 53546

Bidder's Contact and Agent for Service or Process:

Name: DANIEL TUESCHER

Title: PRESIDENT

Phone: 608 290 3500

Email: blastco@yahoo.com

(Email will be used for Electronic Document Transfer Protocol.)

All Business Entities

Date of Qualification to do business in Illinois [State Where Project is Located] is
9 \ 25 \ 19

ARTICLE 2 – AGREEMENT SIGNATURES

2.01 Owner's signature as Party to Agreement, Changes Bidder's Status to Second Party to Agreement, Contractor.

AGREEMENT: IN WITNESS WHEREOF, Contractor has signed this Agreement as Bidder. Owner has signed Agreement in duplicate and one counterpart each has been delivered to Owner

and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf. (a third copy or original has been delivered to DIXON)

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

OWNER: _____

By: _____

Title: _____

Agent and Address for Giving Notice and for Electronic Transmittal of Documents Protocol:

Address: _____

Cell phone: _____

Email: _____

ARTICLE 3 – BIDDER TO CONTRACTOR

3.01 The above signed Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner by Owner signing above and transforming this Document into a combined Bid/Agreement Form and:

- A. Agrees to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- B. Agrees to accept all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- C. Bidder accepts all the terms and conditions of the combined Bid/Agreement form. (The Bid/Agreement form is an attempt to shorten the time period between submittal and award.) Bidder's signature is an acceptance of all terms of the Bid and Agreement sections.

NON-COLLUSION AFFIDAVIT

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

State of: WISCONSIN

County of: rock

Bid Identification: 99-49-06-06-19

CONTRACTOR BADGER SPECIALTY COATINGS & CONSTRUCTION LLC, being first duly sworn, deposes and says that he is (sole owner, a partner, president, secretary, etc.) of the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or that of any other BIDDER, or to secure any advantage against the OWNER awarding the CONTRACT or anyone interested in the proposed CONTRACT; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

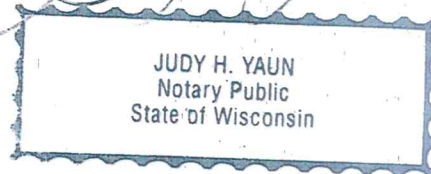
David Tiescher

Subscribed and sworn to before me this the day of:

Sept 27, 2019

Seal of Notary:

Judy H. Yaun



My Commission Expires
February 28, 2020

CONTRACTOR CERTIFICATION

DANIEL TUESCHER, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from bidding and/or contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of 720 ILCS 5/33E-1 et seq.

Dated this 27 day of Sept, 2019.

Attest/Witness:

By: [Signature]

Title: President

By: [Signature]

Title: Owner

Subscribed and sworn to before me this the 27th day of Sept, 2019.

My Commission Expires:

Notary Public

JUDY H. YAUN
Notary Public
State of Wisconsin


My Commission Expires
February 28, 2020

Seal

CERTIFICATION FOR CONTRACT

The undersigned, as a duly authorized representative of the Contractor, hereby certified to the (Client) Village of Antioch, IL Illinois, that the Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project known as (Project):

DANIEL TUESCHER



Name

BADGER SPECIALTY COATINGS & CONSTRUCTION LLC

Company

6/25/16

Date

OF THE ILLINOIS MUNICIPAL CODE

BADGER SPECIALTY COATINGS & CONSTRUCTION LLC

Name of Contractor Daniel T. H.

PRESIDENT

Subscribed and sworn to before me this 27th day of Sept, 2019

JUDY H. YAUN
Notary Public
State of Wisconsin

Commission Expires
February 28, 2020

SECTION 00 06 00
SCHEDULE of VALUES

PART 1

1.01

- A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 03 00 00:

1. CRACK REPAIR – 400 FT.

\$ 4,000

2. SPLASH PAD

\$ 5,000

TOTAL PRICE SECTION 03 00 00 INCLUDING #1 THROUGH #2:

\$ 9,000

- B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 00 00:

1. EXTERIOR OVERCOAT

\$ 61,463

2. WET INTERIOR PIPING REPAINT

\$ 9,500

TOTAL PRICE SECTION 09 00 00 INCLUDING #1 THROUGH #2:

\$ 70,963

TOTAL PRICE SECTION 03 00 00 and 09 00 00:

SECTION 03 00 00: \$ 9,000

SECTION 09 00 00: \$ 70,963

PROJECT TOTAL: \$ 79,963

1.02 TOTALS

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

will complete 2019 in full

Bid Bond

AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

**BADGER SPECIALTY COATINGS &
CONSTRUCTION LLC**
4009 Sandhill Drive
Janesville, WI 53546

Bid Bond No. GR17557

SURETY:

(Name, legal status and principal
place of business)

Granite Re, Inc.
14001 Quailbrook Dr.
Oklahoma City, OK 73134

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

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

OWNER:

(Name, legal status and address)

Village of Antioch
874 Main St
Antioch, IL 60002

BOND AMOUNT: Ten Percent of the Bid Amount (10.00% of Bid Amount)

PROJECT:

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


**1,000,000 Gallon Concrete Reservoir;
Project No. 99-49-06-19**

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

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

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

Signed and sealed this 20th day of September, 2019


(Witness)


(Witness) Karla K. Heffron

BADGER SPECIALTY COATINGS & CONSTRUCTION LLC
(Principal)

(Seal)

(Title)

Granite Re, Inc.

(Surety)

(Seal)

(Title) Connie Smith, Attorney-in-Fact

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061110

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


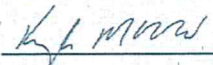
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27th day of June, 2018.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)


Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 27th day of June, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:
August 8, 2021
Commission #: 01013257


Notary Public

GRANITE RE, INC. Certificate

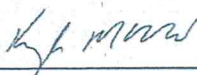
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

20th day of September, 2019




Kyle P. McDonald, Secretary/Treasurer