

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees

FROM : Scott Niehaus, Village Manager

DATE : January 14, 2014 Agenda Date: February 6, 2014

TITLE : **Addendum** for the Renewal of Contract for: Snow and Debris Hauling

SUBMITTED BY: Brian M. Jack, Utilities Superintendent, Public Works *for*

RESULTS:

Date Bids Were Published N/A Bidding Closed N/A

Total Number of Bids Received N/A

Total Number of Bidders Meeting Specifications _____

Bid Security Required _____ Yes _____ No

Performance Bond Required _____ Yes _____ No

Were Any Bids Withdrawn _____ Yes _____ No

Explanation:

Waiver of Bids Requested? _____ X _____ Yes _____ No

If yes, explain:

Award Recommended to Lowest Responsible Bidder? _____ Yes _____ No

If no, explain:

FISCAL IMPACT:

Amount of Award **\$92,500**

Account #'s 101.270.310.75350 (\$20,000)

510.270.365.75770 (\$30,000)

510.270.380.75770 (\$35,000)

510.270.390.75770 (\$ 7,500)

BACKGROUND/RECOMMENDATION:

See attached memo.

Has Recommended Bidder Worked for Village Previously X Yes _____ No

If yes, was quality of work acceptable X Yes _____ No

Was item bid in accordance with Public Act 85-1295? _____ Yes X No

Waiver of bids - Public Act 85-1295 does not apply X Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.



MEMORANDUM

To: Scott Niehaus, Village Manager
Through: Carl S. Goldsmith, Director of Public Works
From: Brian M. Jack, Utilities Superintendent *bmj*
Date: January 14, 2014
Subject: **Snow & Debris Hauling Contract Renewal Addendum**

Background

The Village Board approved the renewal of the Snow and Debris Hauling Contract with Nagel Trucking and Materials on November 7, 2013. The Board of Trustees Action Item, Legistar #130557, only included the amount of \$20,000 for Snow Hauling. The remaining amount of \$72,500 for Debris Hauling was inadvertently left out of the item.

Debris Hauling was included in the bid opening for Snow and Debris Hauling on December 7, 2012 in which the lowest responsible bidder was Nagel Trucking and Materials of Batavia, IL. The contract was in effect for January 1, 2013 through December 1, 2013 with the option to extend the contract for an additional year through December 31, 2014.

Nagel Trucking and Materials has agreed to maintain their prices from the 2013 contract to the 2014 renewal period. Nagel Trucking and Materials continued to provide quality and timely service to the Village throughout the 2013 contract period.

The FY 2014 Budget includes \$20,000 within the General Fund and \$72,500 within the Water/Sewer Operation and Maintenance Funds for these services.

Recommendation

Staff recommends the Board of Trustees waive bids and increase the amount of the awarded contract by \$72,500 and not to exceed \$92,500.00 for Debris Hauling & Disposal and Snow Removal to Nagel Trucking and Materials of Batavia, IL. This will be the final extension of the contract and will expire on December 31, 2014. Services will be rebid for FY 2015. Please submit this recommendation to the Board of Trustees for their approval at the February 6, 2014 meeting.

Encl: Nagel Trucking and Material email

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees
FROM : Tim Sexton, Acting Village Manager
DATE : October 28, 2013 Agenda Date: November 7, 2013
TITLE : Renewal of Contract for: Snow and Debris Hauling
SUBMITTED BY: Tom Ellis, Operations Superintendent, Public Works

RESULTS:

Date Bids Were Published N/A Bidding Closed N/A

Total Number of Bids Received N/A

Total Number of Bidders Meeting Specifications _____

Bid Security Required _____ Yes _____ No

Performance Bond Required _____ Yes _____ No

Were Any Bids Withdrawn _____ Yes _____ No

Explanation:

Waiver of Bids Requested? X Yes _____ No

If yes, explain:

See attached memo.

Award Recommended to Lowest _____ Yes _____ No

Responsible Bidder?

If no, explain:

See attached memo.

FISCAL IMPACT:

Amount of Award \$20,000 101,270,310,75350

BACKGROUND/RECOMMENDATION:

See attached memo.

Has Recommended Bidder Worked for Village Previously X Yes _____ No

If yes, was quality of work acceptable X Yes _____ No

Was item bid in accordance with Public Act 85-1295? _____ Yes X No

Waiver of bids - Public Act 85-1295 does not apply X Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.



MEMORANDUM

To: Tim Sexton, Acting Village Manager

Through: Carl S. Goldsmith, Director of Public Works *CS*

From: Tom Ellis, Operations Superintendent, Public Works *TE*

Date: August 22, 2013

Subject: Sidewalk Snow Removal Contract Renewal

The Village of Lombard opened bids for the Snow and Debris Hauling on December 7, 2012. The lowest responsible bidder was received from Nagle Trucking and Materials. The original contract is in effect from January 1, 2013 to December 31, 2013.

Nagle Trucking and Materials has agreed to maintain their prices from the 2013 contract for the 2014 contract. Nagle trucking and Materials has provided good service to the Village. The FY14 budget includes \$20,000.00/year for this service.

Staff recommends renewing the Snow and Debris Hauling contract with Nagle Trucking and Material in an amount not to exceed \$20,000.00. This is the final extension of the contract and will expire December 31, 2014. Please present this item to the Board of Trustees at the September 19, 2013 meeting for their approval.

Encl: Nagle Trucking and Material email

Ellis, Tom

From: laurie@axle-equip.com
Sent: Monday, October 28, 2013 10:39 AM
To: Ellis, Tom
Subject: Snow & Debris Hauling Contract

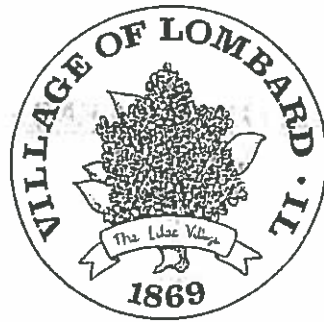
Please be advised, Nagel Trucking & Materials have agreed to hold their prices for an additional year for Contract Document Number PWO-1203 "Snow and Debris Hauling". Our prices will remain in effect until 12-31-2014.

Should you require additional information or documentation, please feel free to contact our office at 630-879-6600.

Thank you,

Laurie A. Stone
Nagel Trucking & Materials, Inc.
1043 Paramount Parkway
Batavia, IL. 60510
630-879-6600
fax: 630-879-6690

COPY



VILLAGE OF LOMBARD
SPECIFICATION & CONTRACT DOCUMENT NUMBER PWO-1303
FOR
Snow and Debris Hauling

Bid Opening Date..... : Friday, December 7, 2012
Bid Opening Time..... : 9:30AM
Bid Opening Location..... : Public Works Building 1051 S. Hammerschmidt Ave.
Bid Opening Room Number : Front Conference Room
Bid Deposit..... : No
Performance Bond..... : No

Obtain information from and submit bids to:

Carl S. Goldsmith
Director of Public Works
Village of Lombard
1051 S. Hammerschmidt Avenue
Lombard, Illinois 60148
(630) 620-5700

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lombard and any successful bidder. Do not detach any portion of this document. Invalidation may result.

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Dear Sir or Madam:

Your attention is directed to the attached legal advertisement which appeared in the Wednesday, November 21, 2012 edition of the Lombardian requesting sealed bid proposals for Snow and Debris Hauling.

Specific instructions to bidders and specifications are enclosed.

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village of Lombard.

We welcome your bid.

Sincerely,

Carl S. Goldsmith
Director of Public Works

**VILLAGE OF LOMBARD
NOTICE TO BIDDERS
FOR
Snow and Debris Hauling**

The Village of Lombard is now accepting sealed bid proposals for Snow and Debris Hauling.

Bid proposals must be received prior to 9:30AM, December 7, 2012 at the Department of Public Works, Village of Lombard, 1051 S. Hammerschmidt, Lombard, Illinois, 60148, marked "Attention: "Carl Goldsmith" and at that time publicly opened and read aloud. Each proposal should be placed in a sealed envelope and labeled with the bid name, date, contractor's name provided by the Village. Only sealed bids will be accepted.

Bid specifications and specific instructions to bidders may be obtained from the Director of Public Works at Lombard Public Works. **All questions concerning the bid document or specifications must be submitted in writing to the Director of Public Works.** A written response will then be provided to all known bidders and made available to the public. No interpretations, clarifications or addenda will be issued after the fourth day prior to the scheduled bid opening.

All contractors and subcontractors bidding for work involving fixed works constructed for public use, for public work, or otherwise undertaking public works, must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130).

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village.

Brigitte O'Brien
Village Clerk

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

PREPARATION OF PROPOSAL

The bidder shall prepare proposal on the attached proposal forms furnished by the Director of Public Works. Do not detach any portion of this document. Invalidation may result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate By-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Director of Public Works shall be submitted.

SUBMISSION OF PROPOSAL

All bids must be delivered to the office of the Director of Public Works by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope.

All bids should be submitted in a sealed 9" x 12" or 10" x 13" envelope. Each proposal should be placed in a sealed envelope and labeled with the bid name, date, contractor's name. Only sealed bids will be accepted.

Any bidder who does not submit a proposal is requested to return bidding documents, stating the reason for failure to submit thereon, and requesting that the bidder's name be retained on our mailing list, if desired. Bidders not submitting proposals may otherwise be removed from our bid mailing list.

BID DEPOSIT

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bid bond, cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Lombard. All bids not accompanied by a bid deposit, when required, will be rejected.

The bid deposits of all except the three (3) lowest responsive and responsible bidders on each contract will be returned within fourteen (14) calendar days after the opening of the bid. The bid deposit of the accepted bidder will be returned after acceptance by the Village of satisfactory performance bond where such bond is required or completion of contract where no performance bond is required. The remaining

bid deposits of each contractor will be returned within fourteen (14) days after the Village Board has awarded the contract.

PERFORMANCE BOND

When required on the cover sheet, contractor must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contract sum. Said Bonds shall be in a form acceptable to the Village, shall be deposited with the Village at the time of execution of the contract and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon completion of the work for a period of one (1) year to cover the one (1) year guaranty and maintenance period. Execution of any contract by the Village is contingent upon the provision of the required Bond by the contractor. As evidence of capability to provide such security for performance, each bidder shall submit with the bid proposal either a letter executed by its surety company indicating the bidder's performance bonding capability, or a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the bidder. Failure to furnish the required bond within the time specified may be cause for rejection of the bid.

CONDITIONS

Bidders are advised to become familiar with all conditions, instructions, and specifications governing this bid and where applicable, the contractor shall inspect the site and conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the contractor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

CATALOGS

Each bidder shall submit when necessary, or when requested by the Director of Public Works, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications, necessary to fully illustrate and describe the material or work proposed to be furnished. When equipment requires installation, contractor shall submit detailed shop drawings to the Director of Public Works for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

INSPECTIONS

The Village shall have the right to inspect any material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid proposal.

COMPLIANCE WITH LAWS

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and Village governments, which may in any manner affect the preparation of proposals or the performance of the contract.

TAXES

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village of Lombard. A copy of the Village Tax-Exempt letter will be provided to the successful bidder when requested.

COMPLIANCE WITH OSHA STANDARDS

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

INDEMNIFICATION

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

PERMITS AND LICENSES

The successful bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

SUBLETTING OF CONTRACT

No contract awarded by the Village of Lombard shall be assigned or any part sub-contracted without the written consent of the Director of Public Works. In no case shall such consent relieve the successful bidder from his obligation or change the terms of the contract.

GUARANTEES AND WARRANTIES

All guarantees and warranties from manufacturers shall be furnished by the contractor and shall be delivered to the Director of Public Works before final voucher on the contract is issued. The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents and that the work will be free from defects in material and workmanship for one year from the date of issuance of the final payment by owner and any deficiencies shall be corrected by the contractor under this warranty immediately upon notification from the owner.

WITHDRAWAL OF PROPOSAL

Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Director of Public Works that said proposal has been accepted by the Village Board. Failure on the part of the successful bidder to execute a contract within fifteen days of its receipt or to provide an acceptable bond shall be considered just cause to withdraw the award. In such case the bid deposit shall be forfeited as liquidated damages.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Lombard.

The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the successful bidder, in the event of default by the successful bidder. Default is defined as failure of the successful bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village will procure, upon such terms and in such manner as the Director of Public Works may deem appropriate, supplies or services similar to those so terminated. The successful bidder shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Director of Public Works that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the successful bidder.

COMPETENCY OF BIDDER

Upon request bidder should supply the Village with information pertaining to financial stability, available equipment, prior experience and conflicting working schedules which will be used in determining the responsible bidder.

CONSIDERATION OF PROPOSALS

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Lombard upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village, or that has failed to perform faithfully any previous contract with the Village.

The Village of Lombard shall accept the bid of the lowest responsible bidder on the basis of the bid that is in the best interest of the Village to accept. In awarding the contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the bidder to perform the contract to provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid;
- j. Whether the bidder has a place of business in the Village;
- k. Responsiveness to the exact requirements of the invitation to bid;
- l. Ability to work cooperatively with the Village and its administration; and
- m. Past records of the bidder's transaction with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all bids, and may order a re-advertisement for new bids.

The bidder, if requested, must present within three (3) working days, evidence satisfactory to the Director of Public Works of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The Director of Public Works shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The bids shall be awarded to the lowest responsible bidder who submits the responsive bid that is most advantageous to the public. In determining the responsibility of any bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each bidder within ten (10) working days of the President and Board of Trustees' decision.

PERFORMANCE REFERENCES

All bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name.....: Village of Lombard !
Address.....: 255 East Wilson
City & State.....: Lombard IL 60148
Telephone Number.....: 630-620-5700
Person To Contact.....: _____
Title/Position.....: _____

Company Name.....: City of Batavia
Address.....: 100 N. Island Ave
City & State.....: Batavia, IL 60510
Telephone Number.....: 630-879-1424
Person To Contact.....: _____
Title/Position.....: _____

Company Name.....: City of Naperville
Address.....: 400 S Eagle St
City & State.....: Naperville IL 60566
Telephone Number.....: 630-420-6059
Person To Contact.....: _____
Title/Position.....: _____

DISQUALIFICATION OF BIDS

The following will be cause for disqualification of bids:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Rhonda Heabel, Director of Public Works;

- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;
- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;
- i. Late bids;
- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

DEFAULT

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

INTERPRETATION OF CONTRACT DOCUMENTS

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may obtain information from the Village regarding clarification of the plans and specifications. Information furnished by the Village shall be made in writing and furnished to all contractors who have requested plans and specifications. The information shall also be placed on file and be made available to the public. Any bidder in doubt of the true meaning of this document must submit to the Director of Public Works a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Director of Public Works. In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all bidders known to the Village and made available to the public. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after the fourth working day prior to bid opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Lombard, DuPage County, Illinois.

All specification deviations must be clearly stated on the form provided in the bid package. If the bidder wishes to submit more than one (1) bid, each bid after the first is to be considered an alternate. These bids must be placed in separate envelopes. The envelope and the bid proposal page must be plainly marked "alternate bid."

The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder purposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therewith.

COLLUSION

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies. If the Village decides it is in its best interest, the contract will be awarded to the bidders located furthest from the point of delivery when identical bids include delivery cost. Publication of the situation will occur if local suppliers are involved.

INSURANCE

(A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:

1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
5. Umbrella Coverage - \$2,000,000.00

(B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insured (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverage's. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.

- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

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 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (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. S2000 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 DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

PREVAILING WAGES

The Village of Lombard requires all contractors (and any subcontractors) bidding on Village projects to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., as applicable to the particular contract. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

Note: On August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring the contractor and each subcontractor participating on public works projects to submit monthly a certified payroll to the public body in charge of the project.

**SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS
FOR
SNOW AND DEBRIS HAULING**

The purpose of this bid is for the removal of debris generated by the Public Works Department and also for the removal of snow from the downtown business district and/or cul-de-sacs. All of the above material will be loaded by Village equipment. The price furnished by contractors shall include all costs to haul and properly and lawfully dispose of debris. The Village is also seeking bids for snow removal utilizing the contractor's front end loaders.

SNOW & MATERIAL HAULING

This portion of the bid consists of the contractor providing all costs of labor and equipment to haul snow or dry materials such as asphalt, grindings and gravel. Snow hauling consists of hauling snow loaded into semi-trucks by a Village owned snow blower and transporting the snow to the Village owned property on Garfield Street approximately three (3) miles round trip. Snow removal operation requires a minimum of four (4) semi-trucks for each and every call out. This operation is generally performed at night (approximately a 10 p.m. start) although cul-de-sacs may be cleared during normal business hours. Material hauling consists of, but not limited to, transporting asphalt from DuPage Materials, Elmhurst, IL to various locations within the Village, hauling materials (salt, gravel, etc) from various locations within the Village to the Village's Garfield property or other locations within the Village.

The price should include the following:

1. Hourly Rate (straight time), portal to portal (this rate is equipment and manpower).
2. Hourly Rate (overtime), portal to portal (this rate is equipment and manpower).
3. Hourly Rate (Sunday/Holiday), portal to portal (this rate is equipment and manpower).

DEBRIS HAULING & DISPOSAL

This portion of the bid is for the hauling and disposal of different types of debris which will be loaded onto contractor's semi-trucks by Village equipment. There will be seven (7) different categories of debris to be hauled and disposed of.

The following are the seven (7) categories of debris:

1. **Clean Fill** - which consists of dirt, clay, sand and gravel that has been tested and certified by the Village's professional engineer to meet the IEPA Clean Construction & Demolition Debris (CCDD) criteria. The Village will provide the contractor with signed IEPA forms for the disposal.
2. **Asphalt** - which will be strictly broken-up chunks of asphalt.
3. **Concrete** - which consists of chunks of broken concrete which will not include any exposed rebar or wire mesh.
4. **Mixed Debris** - which will consist of asphalt, concrete, dirt, clay, gravel, metal and concrete pipe, etc that has been tested and certified by the Village's professional engineer to meet the IEPA CCDD criteria. The Village will provide the contractor with signed IEPA forms for the disposal.

5. **Street Sweepings** - which will consist of any combination of the following: tin cans, dirt, sand, rocks, sticks, grass, leaves, etc.
6. **Special Waste** - which consists of dirt, clay, sand and gravel that has been tested and certified by the Village's professional engineer for failure to meet CGDD criteria. The Village will provide the contractor with signed IEPA forms for the disposal.
7. **Too Wet to Handle Loads** – CCDD that is saturated due to raining conditions.

It is also important to note that the Village does not have a leaf pickup program. Therefore the leaves that are mixed in with the street sweepings are what fall naturally from the trees.

The price should include the following: All labor, material, equipment, disposal fees and permit fees to safely and legally dispose of the material on a per load basis. One semi-trailer loaded to its gross vehicle weight allowed by law shall constitute **ONE LOAD** of debris.

SNOW REMOVAL

This portion of the bid consists of the contractor providing all costs of equipment and operator to use a John Deere 524J or equivalent front end loader to clear dead end streets and cul-de-sacs according to the Village's Snow Plan.

The price should include the following:

1. Hourly Rate (straight time), portal to portal (this rate is transport, equipment and manpower).
2. Hourly Rate (overtime), portal to portal (this rate is transport, equipment and manpower).
3. Hourly Rate (Sunday/Holiday), portal to portal (this rate is transport, equipment and manpower).

Services will be provided in accordance with the following:

Debris hauling schedule shall be established between the Village and the selected contractor. Yearly estimated hauling of debris shall be approximately 300 loads.

Quantities shown are approximate, and are intended only to establish unit prices. The Village of Lombard reserves the right to increase or decrease the quantity shown by any amount. Successful bidder shall supply services on an as needed basis (at any given time).

20 yard semi-trailers shall be the vehicle used to transport debris and snow. For the purpose of payment, one semi-trailer loaded to its gross vehicle weight allowed by law shall constitute **ONE LOAD** of debris. **The Contractor must have the ability to provide a minimum of five semi-truck and trailer combinations capable of hauling 20 tons or more each upon request of the Village.**

For the removal of snow from the business district or Cul-de-sacs, this operation shall be on an hourly rate only. Under snow removal operations the Village will contact the contractor to make arrangements as to when the trucks will be needed. The amount of snow windrowed to the center of the street or piled in the center of the cul-de-sacs shall determine the amount of time it will take to complete the operation. Minimum time frame will be four (4) hours.

The contractor, at his expense, shall provide any necessary permits, or other services, required by any other regulatory agency.

The contractor shall bear all cost related to the hauling and disposal of debris. The Village will pay separately for regulatory fees that are imposed by the IEPA after the award of this contract.

If a load of debris is rejected by a landfill, the contractor will return the load to the Village and be paid the applicable hourly rate for SNOW & MATERIAL HAULING.

The contractor shall bear full responsibility for the hauling (transport) requirements of other regulatory agencies (permits, state and local laws, etc.). The contractor shall furnish written documentation to the Village regarding the above. In addition, copies of all forms utilized must be submitted and an itemized indexing sheet of all forms must be part of the above.

The contractor shall furnish all necessary equipment and manpower for the hauling of the debris and snow. The Village shall furnish all equipment and manpower to load the debris and snow for hauling.

The contractor shall have a minimum of three (3) years experience in hauling, and shall include at least three (3) references, preferably from other local municipalities.

CONTRACT TERMS

Bidder agrees to hold firm proposal unit price from date of award until December 31, 2013. Bidders are allowed to submit proposals for any or all categories listed on the proposal form(s). The Village of Lombard reserves the right to terminate this agreement, if through any cause the successful vendor fails to fulfill any service or obligations under this bid. The Village of Lombard shall have the right to terminate upon at least ten (10) days written notification of cancellation, and to purchase materials or service elsewhere, and charge vendor with any additional costs incurred. The Village may withhold any payments to the successful vendor for damages sustained by the Village of Lombard by virtue of any breach of this contract by the vendor.

The Village of Lombard also reserves the right to extend this contract for a period of one year from 12:01 a.m., January 1, 2014 until 12:00 midnight, December 31, 2014 under the same terms, conditions and pricing as the original contract upon thirty days notice in writing of its intention to exercise this option for the second year. The Contractor, however, shall have the privilege of rejecting an extension of the contract period. Such a rejection shall be made at least ninety (90) days prior to the expiration of the contract period and shall state his unwillingness to continue under the same terms, conditions and pricing.

PAYMENT TERMS

Payments are made in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

**VILLAGE OF LOMBARD
 BID PROPOSAL**

Proposal for Contract Document Number PWO-1203. We hereby agree to furnish to the Village of Lombard Snow and Debris Hauling in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

SNOW & MATERIAL HAULING

Hourly rate (straight time) for one (1) semi-trailer truck portal to portal	16 Hrs. @ \$ <u>95⁴⁴</u> per Hour	Total \$ <u>1527⁰⁴</u>
Hourly rate (overtime time) for one (1) semi-trailer truck portal to portal	38 Hrs. @ \$ <u>108⁰⁸</u> per Hour	Total \$ <u>4107⁰⁴</u>
Hourly rate (Sunday/Holiday) for one (1) semi-trailer truck portal to portal	16 Hrs. @ \$ <u>147³⁶</u> per Hour	Total \$ <u>2357⁷⁶</u>

SNOW & MATERIAL HAULING TOTAL BID PRICE

DEBRIS HAULING & DISPOSAL PRICES

1. Clean Fill per load	10 loads @ \$ <u>180²²</u> per load	Total \$ <u>1802²⁰</u>
2. Asphalt per load	40 loads @ \$ <u>195²²</u> per load	Total \$ <u>7808⁸⁰</u>
3. Concrete per load	10 loads @ \$ <u>121¹¹</u> per load	Total \$ <u>1211¹⁰</u>
4. Mixed Debris per load	125 loads @ \$ <u>180²²</u> per load	Total \$ <u>22,527⁵⁰</u>
5. Street Sweepings per load	35 loads @ \$ <u> </u> per load	Total \$ <u> </u>
6. Special Waste	25 loads @ \$ <u> </u> per load	Total \$ <u> </u>
7. Too Wet to Hand	10 loads @ \$ <u> </u> per load	Total \$ <u> </u>

DEBRIS HAULING TOTAL BID PRICE

\$ 33349⁶⁰

SNOW REMOVAL

Hourly rate (straight time) for one (1)
front end loader portal to portal 10 Hrs. @ \$_____per Hour Total \$ _____

Hourly rate (overtime time)for one (1)
front end loader portal to portal 1 Hrs. @ \$_____per Hour Total \$ _____

Hourly rate (Sunday/Holiday)for one (1)
front end loader portal to portal 1 Hrs. @ \$_____per Hour Total \$ _____

SNOW REMOVAL TOTAL BID PRICE _____

The Village reserves the right to award a contract for all hauling and snow removal to one contractor or award separate contracts for Snow & Material Hauling, Debris Hauling & Disposal and Snow Removal. The bid will be awarded by the total bid price for Snow & Material Hauling, Debris Hauling & Disposal and/or Snow Removal.

VILLAGE OF LOMBARD
BID PROPOSAL (CONTINUED)

Delivery of the item(s) will be within AS Needed day(s) following notification of bid award.

State length and terms of warranty(s): N/A

Is your bid in compliance with specifications?: Y Yes ___ No
If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this 5th day of December, 2012.

If an individual or partnership, all individual names of each partner shall be signed:

By: Bruce L Nagel
Print Name: Bruce L. Nagel
Position/Title: PRES.

By: _____
Print Name: _____
Position/Title: _____

Company Name: _____
Address line 1: _____
Address line 2: _____
Telephone: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By.....: Bruce L Nagel
Print Name: Bruce L. Nagel
Position/Title.....: President
Company Name.....: Nagel Trucking + Materials, Inc.
Address line 1: 1043 Paramount Pkwy., Batavia, IL 60510
Telephone: 630-879-6600

No additional charges over the total net bid price will be made during the specified Bid/Contract period.
The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

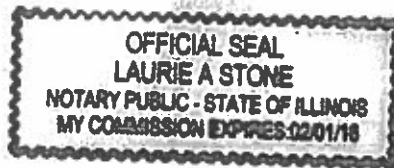
**CONTRACTOR'S (BIDDER) CERTIFICATION
BID PROPOSAL**

NAGEL TRUCKING & MAINTENANCE, Inc
SNOW & DEBRIS HAULING
(Name of Contractor/Bidder), having submitted a bid on a contract for
(General description of item(s) bid on) to
the Village of Lombard, hereby certifies that said contractor/bidder is not barred from bidding on the
aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of
Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute
containing the same or similar elements.

By: [Signature]
Authorized Agent of Contractor/Bidder

Subscribed and sworn to before me this 5th day of December, 2012.

[Signature]
Notary Public



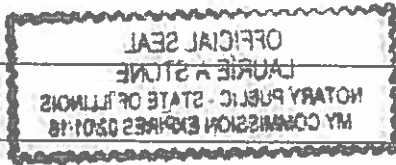
The Village of Lombard reserves the right to reject any or all bids, to waive technicalities in bidding, or to choose any combination of bids which are deemed to be in the best interest of the Village of Lombard.

**VILLAGE OF LOMBARD
SPECIFICATION DEVIATION**

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE USE THE BACK OF THIS PAGE)

None



Bruce A. Giegel, Sr.

Signature of Bidder

12/6/2012

Date

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Contractor's Certification Form must be signed by an authorized agent. The date, notary public seal and any other relevant information must also be properly filled out.
3. The Specification Deviation Form must be signed and dated even if no deviations are taken.
4. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE FOUR FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The *successful* bidder will be required to agree to and sign the Village of Lombard contract and exhibits (contract execution certification, sexual harassment policy and Illinois Department of Revenue tax compliance certification) that follow this page. These documents need not be completed at the time the bid is submitted. They are provided at this time for the bidder's information.

VILLAGE OF LOMBARD

(Contract for Services)

(SAMPLE)

CONTRACT DOCUMENT NUMBER PWO 1203

This agreement is made this 5th day of December, 2012 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Ngel Trucking + Materials) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

(The description, quantities and proposal prices are stated here)

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document no. PWO 1203 for _____, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. 50064 - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated 5 DEC 12
 - c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the services which are the subject matter of this Contract the total sum of \$ _____ paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

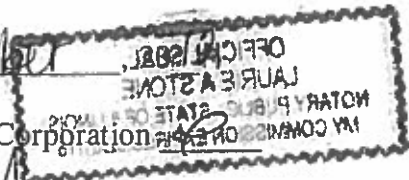
IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 5 day of December 20 12

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 5th day of December

Individual or Partnership _____ Corporation _____

By [Signature] [Signature]
By _____ Position/Title _____
By _____ Position/Title _____



Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20 day of December, 2012.

Village President

Attest:

Brigitte O'Brien
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

(SAMPLE)

Nagel Trucking & Materials Inc (Name of Contractor) having submitted a bid on a contract (Name of Contractor) for SNOW & DEBRIS HAULING (General description of item(s) bid on) to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 5th
day of December, 2012.

[Signature]
Notary Public



Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

(SAMPLE)

NAGEL TRUCKING & MATERIALS, INC, having submitted a bid/proposal for
SNOW & DEBRIS HAULING, to the Village of Lombard, hereby certifies that said contractor has
a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 5th
day of December, 2012.

[Signature]
Notary Public

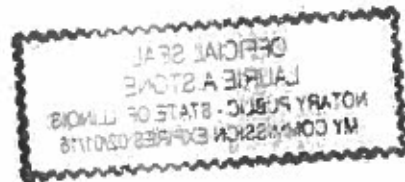


Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

(SAMPLE)

Nagel Trucking + Materials, having submitted a bid/proposal for
Snow + Debris Removal, to the Village of Lombard, hereby certifies that said contractor is
not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Jim O'Connell
Authorized Agent of Contractor

Subscribed and sworn to
before me this 5th
day of December, 2012.

Laurie A Stone
Notary Public

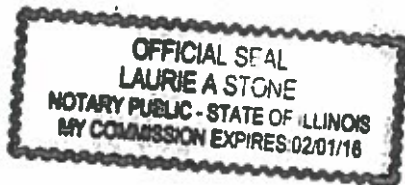
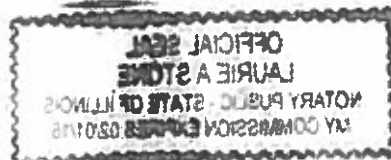


Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

(SAMPLE)

NAYEL TRACKING & MATERIALS, INC. hereby certifies that it is in full compliance with the
[Company Name]

Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et.seq., and that all employees

[name of employee/driver or "all employee drivers"]

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

NAYEL TRACKING & MATERIALS, INC.
[Company Name]

By:

James L. Geyer

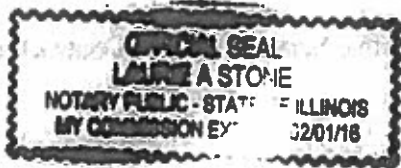
Its:

President

SUBSCRIBED AND SWORN TO

before me this 5th day
of December, 2012.

Laure A Stone
NOTARY PUBLIC



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
2015-2016

Exhibit "E"
ADDITIONAL INSURED ENDORSEMENT
(SAMPLE)

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

