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Bensenville, IL 60106

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[www.bensenville.il.us](http://www.bensenville.il.us)

**VILLAGE BOARD**

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Evan K. Summers

November 1, 2021

Mr. John Freitag  
6170 Joliet Road, #200  
Countryside, Illinois 60525

Re: October 29, 2021 FOIA Request

Dear Mr. Freitag:

I am pleased to help you with your October 29, 2021 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on October 29, 2021. You requested copies of the items indicated below:

*"Please provide a copy of your current contract for sludge or lime residual removal from your wastewater treatment plant and/or water treatment plant."*

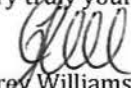
After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Resolution No. R-7-2020. (40 pgs.)

These are all the records found responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

  
Corey Williamsen  
Freedom of Information Officer  
Village of Bensenville

**RESOLUTION NO. R-7-2020**

**AUTHORIZING THE EXECUTION OF A TWO (2) YEAR CONTRACT WITH  
STEWART SPREADING, INC. FOR YEAR 2020 AND 2021 FOR SLUDGE  
HAULING AND LAND APPLICATION IN THE NOT-TO-EXCEED AMOUNT  
OF \$199,900**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS, the Village of Bensenville (the "Village") is responsible for providing the necessary wastewater treatment to its residents, and

WHEREAS, the Village owns a wastewater treatment facility ("Facility") located at 711 E Jefferson Street, Bensenville, Illinois and

WHEREAS, sludge hauling is a required process that takes the sludge byproduct from the treatment process and removes it from the site, and

WHEREAS, land application is the most environmentally and economical process available, and

WHEREAS, the Village solicited formal bids and received two from Stewart Spreading Inc. and Synagro Inc., and

WHEREAS, Stewart Spreading Inc. was the lower bid, and

WHEREAS, the contract includes potential for two (2) one (1) year extensions, and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

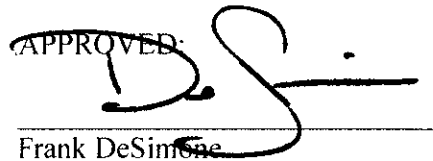
SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a two-year contract for 2020 and 2021 to Stewart Spreading Inc. of Sheridan, Illinois to provide the necessary sludge hauling and land application for the Wastewater Treatment Facility in the not to exceed amount of \$199,900

SECTION THREE: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated January 28, 2020

APPROVED:   
Frank DeSimone

ATTEST:

  
Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

ABSENT: Lomax



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

## 2020-2021 Sludge Hauling

### Invitation for Bids (IFB)

Village of Bensenville  
Public Works Department  
717 E Jefferson Street  
Bensenville, Illinois 60106

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## INVITATION TO BID:

### 2020-2021 Sludge Hauling

December 9, 2019

The Village of Bensenville seeks bids for 2020-2021 Sludge Hauling as indicated in the bid document. Bids shall be sent to:

*Village of Bensenville  
Office of the Village Clerk  
12 South Center Street  
Bensenville, IL 60106*

The Village of Bensenville will accept Sealed Bids until **09:30 am local time on Wednesday, January 8, 2020**. The Bid must be in a sealed opaque envelope plainly marked *2020-2021 Sludge Hauling*. The forms can be found at [www.bensenville.il.us](http://www.bensenville.il.us) under "Business." The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Jovana Dacic at 630-594-1012 or via email at [jdacic@bensenville.il.us](mailto:jdacic@bensenville.il.us).

All bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the base bid amount.

The Village Board reserves the right to reject any and all bids or portions thereof.

Nancy Quinn  
Village Clerk

## **GENERAL TERMS & CONDITIONS**

### **1. CONDITIONS**

Bidders are advised to become familiar with all conditions, instructions, and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

### **2. BID SECURITY**

- 2.1** Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.
- 2.2** Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.
- 2.3** Upon project starting, the Bid deposit will be returned. Failure of the bidder to execute a contract after notice of contract award will result in forfeiture of the Bid deposit. Bid deposit shall be retained by the Village as liquidated damages, not a penalty.
- 2.4** Village will return Bid deposits from unsuccessful Bidders if requested after contract is awarded by the Village Board and all documents are executed.

### **3. ADJUSTMENTS TO THE CONTRACT**

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of goods to be purchased, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

### **4. MULTI-YEAR CONTRACT/TERM/TERMINATION**

- 4.1** This is a two (2) year contract for 2020-2021.
- 4.1** The term of the contract shall be from January 28, 2020 to December 31, 2021
- 4.2.** The Village may terminate the contract for any reason with thirty (30) day written notice.

### **5. DAMAGES TO PROPERTY**

- 6.1** The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

### **6. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES**

- 6.1** The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.
- 6.2** Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the

OWNER in the amount of Two Hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date. For non-emergency orders, the Contractor must deliver the purchased goods within five (5) days of order or is subject to liquidated damages.

- 6.3** Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in completion of the work.

## **7.0 CONTRACT EXTENSION**

Upon mutual agreement, this contract may be extended for two (2) one (1) year terms.

**The Village Board reserves the right to reject any and all bids or portions thereof.**

## **SCOPE OF WORK**

Bidding requirements, general terms, and conditions, scope of work and other special requirements are all part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

**PURPOSE:** This bid provides for Contractor to furnish all equipment, materials, labor, coordination, agricultural testing, farmer contacts and agreements, IEPA coordination, and other incidentals as may be necessary to remove Class B sludge from the Village's storage facility located at 711 E. Jefferson Street, Bensenville, Illinois.

The Village estimates that it creates 5,000 cubic yards of sludge per calendar year. This is only an opinion of probable volume and provides no guarantee.

### **OWNER REQUIREMENTS:**

- A. Provide for a chemical analysis of the composite sludge samples to characterize the sludge to assure that sludge is not hazardous and meets the IEPA requirements for land application. Village is responsible for sample collecting and testing.
- B. Apply for and obtain an IEPA sludge application permit.
- C. Other contractual responsibilities as per proposed contract.

### **CONTRACTOR REQUIREMENTS:**

- A. Remove Class B sludge in compliance Village's IEPA Sludge Application Permit.
- B. Coordinate individual applications with road authorities and IEPA providing all necessary information and documentation.
- C. Contractor must comply with IEPA Standards and practices. If Contractor fails to comply, the contract may be immediately terminated.
- D. Employ a responsible person experienced and qualified to review each site's soil conditions, and recommend and ensure proper application rates.



- E. Contractor must have a Certified Crop Advisor CCA on staff to demonstrate agricultural professionalism.
- F. Accept sole responsibility for any charges made to farmers or property owners where sludge is applied.
- G. Accept sole responsibility for determination of a proper application rate.
- H. Report to Village Wastewater Supervisor the amount of sludge removed each haul. Provide copies of daily hauling logs.
- I. Contractor shall provide Village a copy of their sludge application report form to determine adequacy of information as part of this Bid Proposal.
- J. Provide Village with a completed sludge user sheet for each application site with each haul. Sludge user shall have signed form.
- K. Contractor shall keep sludge storage facility site clean as directed by Village WWTP staff. Contractor is totally responsible for all equipment and materials used in this operation that may be kept at the site.
- L. Contractor will abide by and comply with all applicable governmental laws, regulations and rules in the performance of its activities under the contract.
- M. Provide Village with documentation sufficient to the Village of Bensenville that contractor has all necessary applicable permits to land apply Class B municipal sludge.
- N. Contractor shall notify Village immediately should any spill occur. The clean-up of any spilled sludge in any location other than the main site is the sole responsibility of Contractor at his sole expense, in accordance with all applicable laws and regulations.
- O. Contractor must use an agriculturally accepted method for the application of the sludge to the fields and provide a description for each site as to how the sludge application will be made to agricultural fields.
- P. Upon removal of the Class B sludge from the Village said sludge shall become the property of selected Contractor. Village shall not be held liable for any illegal dumping of Class B sludge and selected Contractor shall so indemnify the Village.
- Q. Contractor shall arrange with the WWTP Village staff the days and times of access to the sludge storage barn for hauling.
- R. PROOF OF LICENSE, PERMIT, CERTIFICATIONS, ETC.: Contractor must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the proposal award and prior to the performance of the work. It is Bidder's responsibility to inquire about requirements of performing the job with the requesting department contact person.

#### **EQUIPMENT – CONTRACTOR REQUIREMENTS**

1. Contractor must provide a complete list of all equipment available for use to demonstrate company's ability to perform work in a timely and professional manner.
2. Contractor must possess equipment that is set up with tier 4 emissions ratings. Contractor is solely responsible for the operation and maintenance of the equipment used by the Contractor.

**PRICE** – Based upon a base price per cubic yard hauled

**BASIS OF PAYMENT** - Payment is based on the number of cubic yards removed from the storage facility.

## GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

### **ELIGIBILITY TO BID**

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers, and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3). "It is the Contractor's responsibility to determine the applicability of prevailing wage rates on this project."
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
  - a) Services performed do not comply with specifications of contract with the vendor;
  - b) Work is not done within the contract's specified in the contract;
  - c) An offer is not kept firm for the length of time specified in the contract;
  - d) Contractor fails to provide performance bond when required by invitation to bid;
  - e) Contractor is found guilty of collusion;
  - f) Bankruptcy or other evidence of insolvency is found;
  - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

### 3) Compliance to Law -

The bidder shall at all times observe and comply with all laws, ordinances, regulations, and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

- a) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

### **CONDITIONS FOR BIDDING**

- 1) Bid Definitions -
  - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work/specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.

- b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Turf Chemical Maintenance".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage, and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items

to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

## **AWARD OR REJECTION OF BIDS**

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
  - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
  - c) The financial resources of the bidder;
  - d) Cash discounts offered;
  - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price, therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
  - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

## **CONTRACT PROVISION**

- 1) Material, Equipment, and Workmanship - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall if required to furnish satisfactory evidence as to the source, kind, and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

### **A) Minimum Scope of Insurance Coverage shall be at least as broad as:**

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

### **B) Minimum Limits of Insurance Contractor shall maintain limits no less than:**

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the

required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

**C) Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

**D) Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

**(1) General Liability and Automobile Liability Coverages**

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause, language stating that Contractor's insurance shall apply separately to each insured against who claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

**(2) Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

**(3) All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

**E) Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois

**F) Verification of Coverage**

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville

and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full-certified copies of the insurance policies and endorsements.

**G) Subcontractors**

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

**H) Assumption of Liability**

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

**I) Indemnity/Hold Harmless Provision**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

**5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.**

- a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.

**6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload**

quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.

7) **Delivery** - Bid price shall include delivery as indicated herein.

8) **Default** - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

*If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.*

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

9) **Alternate Materials and Equipment** - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

10) **Bidder's Access to Procurement Information** - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

11) **Acceptance** - Contracted work will be considered accepted when final payment is made.

12) **Payment** -

- a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.
- b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

13) **Reorders** - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14) **Guarantees and Warranties** -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, immediately, at no extra charge to the Village. Said time shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, immediately, at no extra charge to the Village.

- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

**15) Changes/Additional Services/Deletions** - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

**16) Change Order Authorization** - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;



## VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

I, Michelle L. Stewart, having been first duly sworn, depose and state that:  
(Owner/authorized company representative)

Stewart Spreading, Inc. ("Contractor"), having submitted a proposal for:  
(Name of Company)

2020 - 2021 Sludge Hauling to the Village of Bensenville hereby certifies that Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).

2. 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 Illinois 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.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that All employee drivers  
(Name of employee/driver or "all employee drivers")

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

4. is in full compliance with the Drug-Free Workplace Act, 30 ILCS 580/1 et. seq.

5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.

6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).

By: Michelle L. Stewart  
(Officer or Owner of Company stated above)

Title: President & Secretary

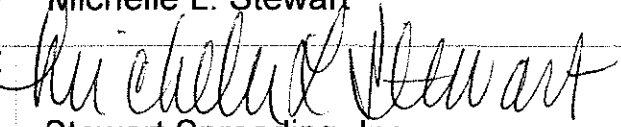
SUBSCRIBED AND SWORN to before me

This 3rd day of January, 2020.

Billie M Marko  
NOTARY PUBLIC



## BIDDER INFORMATION SHEET

NAME (PRINT)	Michelle L. Stewart
SIGNATURE	
COMPANY NAME (PRINT)	Stewart Spreading, Inc.
ADDRESS	3870 N. Route 71, Sheridan, IL 60551
TELEPHONE	815-695-5667
FACSIMILE	815-695-5770
EMAIL	michelle@stewartspreading.com greg@stewartspreading.com

Please Return to:

Corey Williamsen  
Deputy Village Clerk  
Village of Bensenville  
12 S Center St.  
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope **plainly marked**: "2020-2021 Sludge Hauling."

The bids must be received by **9:30 AM, Wednesday, January 8, 2020** and thereafter immediately publically opened and read in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Bids submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

## BID COST SHEETS

If this Sludge Hauling bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.


Price includes all aspects associated with the Contractor furnishing supervision, labor, delivery, tools, and equipment necessary to complete standards in the specifications.

January 28, 2020 through December 31, 2020			January 1, 2021 through December 31, 2021		
Estimated Quantity	Unit Price per Cubic Yard	Total Cost	Estimated Quantity	Unit Price per Cubic Yard	Total Cost
5,000 cubic yards	\$ 19.79	\$98,950.00	5,000 cubic yards	\$ 20.19	\$100,950.00

**TOTAL 2020 + 2021 BID AMOUNT: \$** 199,900.00

The Village Board reserves the right to reject any and all Bids or portions thereof.

Signed:



Authorized Signature

If Bidder is a Corporation:



Secretary or Other Authorized Officer)

Date: January 7, 2019

[CORPORATE SEAL]

## BID COST SHEETS

If this Sludge Hauling bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

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**TOTAL 2020 + 2021 BID AMOUNT: \$** 199,900.00

The Village Board reserves the right to reject any and all Bids or portions thereof.

Signed:

Max Halma-gyi

Authorized Signature

If Bidder is a Corporation:

Michelle Stewart

Secretary or Other Authorized Officer)

Date: 1-7-2020

[CORPORATE SEAL]

## BIDDER REFERENCES FORM

Provide three (3) references for current or former clients with requirements/scope of work similar to those included in this Bid. References of local government or related agencies is preferred. The VILLAGE reserves the right to contact any references listed.

### **Reference #1:**

Client/Municipality Name:	Village of Bensenville
Address:	717 E. Jefferson Street, Bensenville, IL 60106
Contact Person:	Joseph M. Caracci, P.E., Director of Public Works
Telephone	630-350-3431
Fax	630-594-1148
Email Address:	jcaracci@bensenville.il.us

### **Reference #2:**

Client/Municipality Name:	Village of Plainfield
Address:	14400 Coil Plus Dr., Plainfield, IL
Contact Person:	Doug Kissel, Wastewater Superintendent
Telephone	815-436-3577
Fax	815-436-1950
Email Address:	dkissel@goplainfield.com

### **Reference #3**

Client/Municipality Name:	Metropolitan Water Reclamation Dist. of Greater Chicago
Address:	7601 South LaGrange Road Willow Springs, IL 60804
Contact Person:	Ahmad Laban, P.E., MBA, Biosolids Manager
Telephone	708-588-4300
Fax	708-588-4304
Email Address:	ahmad.laban@mwrd.org

## CONTRACT

1. THIS AGREEMENT made and concluded this \_\_\_\_ day of, \_\_\_\_\_ 2020 between the Village of Bensenville acting by and through its Village President and Village Board, known as the party of the first part and \_\_\_\_\_ his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.
3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.
4. And it is understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of Bensenville

By: \_\_\_\_\_

Village President

ATTEST:

Nancy Quinn  
Municipal Clerk

(If Corporation)

Corporate

Name Stewart Spreading, Inc.

(Corporate Seal)

Address 3870 N. Route 71

Sheridan, Illinois 60551

ATTEST:

By  (Seal)  
President

  
Corporate Secretary  
Business Development Manager

---

(If an Individual)

Business

Name \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_ (Seal)

Bidder

---

(If a Co-partnership)

Firm

Name \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_ (Seal)

(If Corporation)

Corporate

Name Stewart Spreading, Inc.

(Corporate Seal)

Address 3870 N. Route 71

Sheridan, IL 60551

ATTEST:

By \_\_\_\_\_ (Seal)

President

\_\_\_\_\_  
Corporate Secretary

---

(If an Individual)

Business

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_ (Seal)

Bidder

---

(If a Co-partnership)

Firm

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_ (Seal)

\_\_\_\_\_



## CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

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

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance program; and

(4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

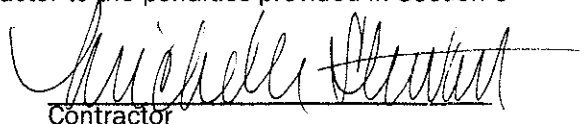
(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

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

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

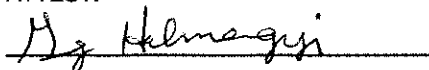
Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.



Contractor

**Michelle L. Stewart - President**  
**Stewart Spreading, Inc.**

ATTEST:



DATE: 1-7-2020

## SEXUAL HARASSMENT CERTIFICATE

Stewart Spreading, Inc. hereinafter referred to as "Contractor" having submitted a bid/proposal for **SLUDGE HAULING** to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775

ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: *Michelle Stewart*  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 3rd day  
of January, 2020.

*Billie M Marko*  
NOTARY PUBLIC



**CONTRACTOR'S ILLINOIS DEPARTMENT OF REVENUE-TAX  
COMPLIANCE**

**Stewart Spreading, Inc.**, having submitted a bid/proposal for **SLUDGE HAULING** to the Village of Bensenville, 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:

- 1) It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- 2) 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: \_\_\_\_\_

Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

Me this 7<sup>th</sup> day January, 2020

\_\_\_\_\_  
*Billie M Marko*

NOTARY PUBLIC



**CERTIFICATE OF COMPLIANCE – CRIMINAL CODE OF 2012**

720 ILCS 5/33-1 et. Seq.

**Michelle L. Stewart**

I, **Stewart Spreading, Inc.**, the contractor under a certain contract dated:

1/7/2020 with the Village of Bensenville for Sludge Hauling hereby certifies that said contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 2012.

Contractor:

By: \_\_\_\_\_

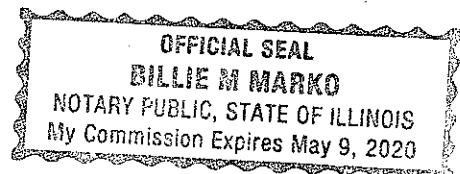
Title: President

SUBSCRIBED AND SWORN to before

me this 7<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
*Billie M Marko*

NOTARY PUBLIC





## **Bensenville 2020 – 2021 Bid, Included Documents**

### **Attached documents**

- 5% Bid Bond
- Stewart Spreading Equipment List
- Stewart Spreading's IEPA Permit
- Stewart Spreading's ICC Transportation Division Public Carrier Certificate
- Stewart Spreading's IEPA Special Waste Hauler Permit
- Sample Certificate of Insurance



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

2020-2021 Sludge Hauling



# Stewart Spreading, Inc. Schedule of Equipment

## Row Crop Tractors & Attachments

5540	2010	New Holland T8010 Tractor	ZARW05540
2258	2016	JOHN DEERE 5055E Utility Tractor	1PY5055ELGG102258
2221	2017	JOHN DEERE 6130M Cab Tractor	1L06130MKHG882221
3472	2017	JOHN DEERE 6130M Cab Tractor	1L06130MAHG883472
2613	2018	JOHN DEERE 8270R Tractor	1RW8270RTJP132613
2535	2018	JOHN DEERE 8320R Tractor	1RW8320RKJD132535
5529	2018	JOHN DEERE 8345R Tractor	1RW8345REJD135529
5967	2018	JOHN DEERE 8345R Tractor	1RW8345RCJD135967
6198	2018	JOHN DEERE 8320R Tractor	1RW8320RVJD136198
6243	2018	JOHN DEERE 8320R Tractor	1RW8320RTJD136243
6308	2018	JOHN DEERE 8345R Tractor	1RW8345REJD136308
6348	2018	JOHN DEERE 8295R Tractor	1RW8295RVJP136348
6456	2018	JOHN DEERE 8295R Tractor	1RW8295RPJP136456
1123	2018	JOHN DEERE 9520RTractor	1RW9520RPJP061123
1135	2018	JOHN DEERE 9520RTractor	1RW9520RCJP061135
1116	2018	JOHN DEERE 9470RTractor	1RW9470RHJP061116
729	2019	JOHN DEERE 8245R Tractor	1RW8245RHJP140729
659	2019	JOHN DEERE 8245R Tractor	1RW8245RVJP140659
755	2019	JOHN DEERE 8245R Tractor	1RW8245RJJP140755
740	2019	JOHN DEERE 8245R Tractor	1RW8245RKJP140740
659	2019	JOHN DEERE 8270R Tractor	1RW8270RJJP140697
711	2019	JOHN DEERE 8270R Tractor	1RW8270REJP140711
719	2019	JOHN DEERE 8320R Tractor	1RW8320RVJD140719
761	2019	JOHN DEERE 8320R Tractor	1RW8320RCJD140761
759	2019	JOHN DEERE 8345R Tractor	1RW8345RHJD140759
767	2019	JOHN DEERE 8345R Tractor	1RW8345RKJD140767
7505	2019	John Deere 712FC 12Row Folding Corn Head	1XF712FCTJX807505
7506	2019	John Deere 712FC 12Row Folding Corn Head	1XF712FCPJX807506
5040	2019	John Deere 740FD draper head	1H0740FDPJ0805040
5048	2019	John Deere 740FD draper head	1H0740FDEJ0805048
1906	2018	JOHN DEERE S780 Combine	1H0S780SCJ0801906
5100	2019	JOHN DEERE S780 Combine	1H0S780SCJT805100
5066	2019	JOHN DEERE S780 Combine	1H0S780SAJT805066

**Loaders**

*0282	2013	John Deere 326E Skid Steer	1T0326EMVDJ250282
4108	2013	John Deere 724KXDW Wheel Loader	1DW724KZVDE654108
K320-1	2017	Komatsu End Loader 320-8	85247
K320-2	2017	Komatsu End Loader 320-8	85250
K320-3	2017	Komatsu End Loader 320-8	85246
K320-4	2017	Komatsu End Loader 320-8	85245
K380-5	2017	Komatsu End Loader 320-8	85251
K380-6	2017	Komatsu End Loader 380-8	A74314
K470-7	2017	Komatsu End Loader 470-8	100068
K380-8	2017	Komatsu End Loader 380-8	A74323

**Excavators**

D61-10	2016	Komatsu Dozer D61PX-24	40022
PC360-9	2016	Komatsu Excavator PC360LC-11	A35659
907	2004	Hitachi ZX450LC Hydraulic	HCM16J00V00010724
4780	2004	John Deere 200C LC Hydraulic	FF200CX504780
9543	2013	John Deere 350GLC Excavator	1FF350GXVDE809543
7191	2013	John Deere LR 3-60 Long Arm	16719-1

**Semi Tractors**

1302	2013	Kenworth T800	1XKDDP9X8DJ345246
1303	2013	Kenworth T800	1XKDDP9XXDJ345247
1304	2013	Kenworth T800	1XKDDP9X1DJ345248
1306	2013	Kenworth T800	1XKDDP9XXDJ345250
1307	2013	Kenworth T800	1XKDDP9X1DJ345251
1308	2013	Kenworth T800	1XKDDP9X3DJ345252
1309	2013	Kenworth T800	1XKDDP9X5DJ345253
1310	2013	Kenworth T800	1XKDDP9X7DJ345254
1312	2013	Kenworth T800	1XKDDP9X0DJ345256
1313	2013	Kenworth T800	1XKDDP9X2DJ345257
1315	2013	Kenworth T800	1XKDDP9X6DJ345259
1322	2013	Kenworth T800	1XKDDP9X3DJ345266
1323	2013	Kenworth T800	1XKDDP9X5DJ345267
1325	2013	Kenworth T800	1XKDDP9X9DJ345269
1326	2013	Kenworth T800	1XKDDP9X5DJ345270
1329	2013	Kenworth W900B T/A	1XKWD49X8DJ345271
1330	2013	Kenworth W900B T/A	1XKWD49XXDJ345272
1705	2017	Kenworth T880	1XKZDP9X5HJ158879
1714	2017	Kenworth T880	1XKZDP9XXHJ158876
1716	2017	Kenworth T880	1XKZDP9X1HJ158877
1717	2017	Kenworth T880	1XKZDP9X1HJ158880
1718	2017	Kenworth T880	1XKZDP9X3HJ158881
1719	2017	Kenworth T880	1XKZDP9X8HJ158875
1720	2017	Kenworth T880	1XKZDP9X5HJ158882
1721	2017	Kenworth T880	1XKZDP9X3HJ158878
1727	2017	Kenworth T880	1XKZDP9X7HJ158883
1728	2017	Kenworth T880	1XKZDP9X9HJ158884

**Dump Trailers**

418	2005	MAC 35' Dump, 28-Yard	5MADN35215C009030
419	2005	MAC 35' Dump, 28-Yard	5MADN35275C009260
421	2005	MAC 35' Dump, 28-Yard	5MADN35265C009251
422	2005	MAC 35' Dump, 28-Yard	5MADN352X5C009253
424	2005	MAC 35' Dump, 28-Yard	5MADN35245C009247
465	2008	East 28' Aluminum End Dump, 28-Yard	1E1F9N2868RG42297
466	2007	East 28' Aluminum End Dump, 28-Yard	1E1F9N28X7RC41642
467	2007	East 28' Aluminum End Dump, 28-Yard	1E1F9N2817RC41643
468	2009	East 28' Aluminum End Dump, 28-Yard	1E1F9M28X9RC44229
471	2007	Vantage 35 Ft T/A End Dump Trailer, 28-Yard	4E7AA35267ASA1650
472	2007	Vantage 35 Ft T/A End Dump Trailer, 28-Yard	4E7AA35237ASA1461
473	2007	Vantage 35 Ft T/A End Dump Trailer, 28-Yard	4E7AA35217ASA1460
474	2007	Vantage 35 Ft T/A End Dump Trailer, 28-Yard	4E7AA35257ASA1459
475	2007	Vantage 35 Ft T/A End Dump Trailer, 28-Yard	4E7AA35237ASA1458

**Utility Trailers**

279	2000	Dierzen Lowboy	1D913272IYI059567
280	2000	Dierzen Deliverall	1D913272I2I059503

**Tanker Trailers**

303	1980	Polar American 6000 gallon SS	SJ7R64694
304	1967	Fruehauf 6000 gallon SS	UNG262602
322	1987	Polar 6700 gallon	1PMS34228H1008628
323	1987	Polar 6700 gallon	1PMS34220H1008624
325	1979	Fruehauf 6700 gallon	UNV623308
336	1986	Acro 7100 Gallons Double Conical Tank Trailer	1A9114225G1005100
337	1987	Acro 7100 Gallons Double Conical Tank Trailer	1A9114227H1005021

**Fertilizer Spreaders**

22	2007	KNIGHT 8150T	B0022
47	2008	KNIGHT 8150T	B0047
48	2008	KNIGHT 8150T	B0048
50	2008	KNIGHT 8150T	B0050
54	2008	KNIGHT 8150T	B0054
57	2008	KNIGHT 8150T	B0057
59	2008	KNIGHT 8150T	B0059
16	2009	KNIGHT 8150T	C0016
25	2009	KNIGHT 8150T	C0025
35	2009	KNIGHT 8150T	C0035
75	2011	KNIGHT 8150T	C0075
77	2011	KNIGHT 8150T	C0077
78	2011	KNIGHT 8150T	C0078
80	2011	KNIGHT 8150T	C0080
82	2011	KNIGHT 8150T	C0082
1687	2003	Husky 7400	SE031687
1688	2003	Husky 7400	SE031688
1911	2008	Husky 7400	SE081911
1912	2008	Husky 7400	SE081912

**Mobil Dewatering Belt Presses**

BP1	2004	BDP 1.5 Meter Belt Press	996-6-03
BP2	2005	BDP 1.5 Meter Super E Belt Press	1040-01-05
BP2	2005	BDP 1.5 Meter Super E Belt Press	1040-01-07

**CORRECTED PERMIT**  
**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**  
**WATER POLLUTION CONTROL PERMIT**

LOG NUMBERS: 2018-63790

PERMIT NO.: 2018-SC-63790

BUREAU ID: W0938030006

FINAL PLANS, SPECIFICATIONS, APPLICATION  
AND SUPPORTING DOCUMENTS

DATE ISSUED: December 27, 2018

PREPARED BY: Stewart Spreading, Inc.

CORRECTION DATE: January 18, 2019

SUBJECT: STEWART SPREADING, INC-Land Application of Sludge

PERMITTEE TO OPERATE

Stewart Spreading, Inc.  
3874 North Illinois Route 71  
Sheridan, Illinois 60551

Permit is hereby granted to the above designated permittee(s) to operate water pollution control facilities described as follows:

Application of approximately 125,000 dry tons per year of sewage sludge to agricultural lands at rates not to exceed the agronomic nitrogen demand of the crop grown.

Application of approximately 125,000 dry tons per year of water treatment plant sludge to agricultural lands at rates not to exceed the agronomic purposes.

This operating permit expires on November 30, 2021.

This permit renews and replaces Permit Numbers 2014-SC-58345, 2014-SC-58345-1, 2014-SC-58345-2 and 2014-SC-58345-3 which were previously issued for the herein permitted facilities.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: Sludge shall not be applied to the soils designated by 241D3 and 241E3 Chatsworth Silty Clay.

SPECIAL CONDITION 2: Sludge stored off the treatment plant site shall be performed within the following guidelines:

1. Off-site interim storage of liquid sludge shall not be allowed.
2. Off-site interim storage of dried sewage sludge in excess of 30 days shall not be allowed. Off-site interim storage of water treatment plant lime sludge shall not be stored in excess of 60 days. In addition, measures shall be taken to contain runoff and leachate from any dried sludge that is stored.
3. Off-site stockpiling of sludge is prohibited from November 15 to March 1, unless such stockpiling occurs on sites

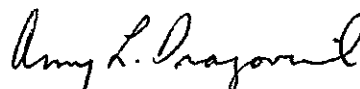
Page 1 of 9

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

SAK:SKT:n:\bow\permits\wpdocs\docs\permits\statecon\ntandon\2018-63790.docx Se

DIVISION OF WATER POLLUTION CONTROL

cc: EPA-Peoria FOS  
EPA-Des Plaines FOS  
Records - Municipal

  
Amy L. Dragovich, P.E.  
Manager, Permit Section



**ILLINOIS COMMERCE COMMISSION  
TRANSPORTATION DIVISION  
PUBLIC CARRIER CERTIFICATE**

**139573 MC  
STEWART SPREADING, INC.**

Pursuant to the provisions of the Illinois Commercial Transportation Law (625 ILCS 5/18c-1101 et seq.), this certificate authorizes the above-named motor carrier to operate in intrastate commerce transporting:

**ANY AND ALL COMMODITIES (Except Household Goods)  
TO AND FROM ALL POINTS IN ILLINOIS.**

The privilege conveyed by this certificate is conditioned upon compliance with all applicable provisions of State Law and rules.

The vehicles of this certificate holder must be identified in accordance with 92 Ill. Adm. Code 1307.

The holder of this license certifies to the Commission that it will perform transportation activities only with the lawful amount of insurance in accordance with 92 Ill. Adm. Code 1425.

Issue Date: June 24, 2005

Processing Section  
Transportation Division



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

October 2, 2019

Stewart Spreading  
Mr. Dan Nordmann  
3870 North Route 71  
Sheridan, Illinois 60551

Re: 0991105009 -- -- LaSalle County  
Stewart Spreading -- S.W.H. Permit 4832-10 Modification 000  
USEPA Waste Handling ID --  
For Special Waste Hauling 25

Dear Mr. Nordmann:

Special Waste Hauling Permit 4832-10 Modification 000 is hereby issued to Stewart Spreading to engage in special waste hauling in the State of Illinois. In accordance with this Special Waste Hauling Permit, Stewart Spreading may utilize the vehicles, tanks, and equipment enumerated in the Special Waste Hauling Permit Application dated August 6, 2019 and consisting of 2 pages. A copy of the Special Waste Hauling Permit Application is hereby incorporated by reference.

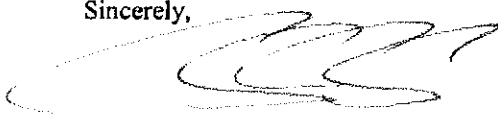
This Special Waste Hauling Permit is issued subject to the standard conditions set forth on pages 4 and 5 of this permit, attached hereto and incorporated herein by reference, and is further subject to any additional conditions, including the terms of this letter.

**This Special Waste Hauling Permit issued October 2, 2019 is valid from October 1, 2019, to and through September 30, 2022, for all registered vehicles identified in the application. No special waste hauling may be conducted in any vehicles, tanks or other equipment that are not enumerated in the Special Waste Hauling Permit Application dated August 6, 2019, and this permit dated October 2, 2019, unless a written request to modify this permit is submitted to the Agency, and a written approval of such proposed modification is issued.**

In accordance with 35 Ill. Adm. Code 809, et seq., upon issuance of a special waste hauling permit, the owner and/or operator of any vehicle used to transport special waste shall maintain within the vehicle a legible photocopy of the special waste-hauling permit. Issuance of the special waste hauling permit shall be disclosed by the owner and operator of the vehicle to any representative of the State of Illinois, any generator of the special waste, or any treatment storage, or disposal facility which has handled, is handling or will handle the special waste. Upon request by such representative, the owner and operator of the vehicle for review shall make the photocopy available. The owner/operator of the vehicle shall also comply with any otherwise applicable federal regulations.

If you have any questions, please contact Hope Wright at either [Hope.Wright@illinois.gov](mailto:Hope.Wright@illinois.gov) or (217) 785-2361.

Sincerely,



James Jennings, Manager  
Waste Reduction and Compliance Section  
Bureau of Land

JJ:

4302 N. Main Street, Rockford, IL 61103 (815) 987 7760  
595 S. State Street, Elgin, IL 60123 (847) 608-3131  
2125 S. First Street, Champaign, IL 61820 (217) 278-5800  
2009 Mall Street Collinsville, IL 62234 (618) 346-5120

9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000  
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022  
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200  
100 W. Randolph Street, Suite 4-500, Chicago, IL 60601



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2019

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> Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 630-355-2077 <b>FAX</b> (A/C, No): 630-355-7996 <b>E-MAIL ADDRESS:</b> COI@esserhayes.com		
<b>INSURED</b> Stewart Spreading Inc. 3870 N. IL Rte. 71 Sheridan IL 60551		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Westfield Insurance Company		24112
		INSURER B : Accident Fund Insurance Co		10166
		INSURER C : Tokio Marine Specialty Ins Co		23850
		INSURER D : Market Insurance Company		38970
		INSURER E : Cincinnati Insurance Company		10677
		INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 987829415**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	CAG4041753	6/28/2019	6/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	CAG4041753	6/28/2019	6/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A		CAG4041753	6/28/2019	6/28/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> <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	Y/N N N/A	WCS7500515	6/28/2019	6/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C E D	POLLUTION MOTOR TRUCK CARGO EXCESS LIABILITY		PPK1806774 ENP 0335709 MKLM3EUE100607	4/14/2020 6/28/2018 6/28/2019	4/14/2020 6/28/2021 6/28/2020	LIMIT \$5,000,000/INC \$500 DEDUCTIBLE \$25,000 \$5,000,000/OCC \$5,000,000/AGGR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THE CITY OF BENSENVILLE ARE ADDITIONAL INSURED ON THE ABOVE AUTO AND GENERAL LIABILITY POLICY ON A PRIMARY/NON-CONTRIBUTORY BASIS.  
ENDORSEMENT FORM(S) ATTACHED.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Bensenville  
12 S. Center  
Bensenville IL 60106

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Stewart Spreading, Inc.  
3870 N. Route 71  
Sheridan, IL 60551

### SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company  
702 Oberlin Road  
Raleigh, NC 27605-0800  
Mailing Address for Notices  
1411 Opus Place, Suite 450  
Downers Grove, IL 60515

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)

Bensonville Public Works  
717 E. Jefferson Street  
Bensonville, IL 60106

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

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

2020-2021 Sludge Hauling

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 8th day of January, 2020

  
(Witness)

Stewart Spreading, Inc.

(Principal)

(Seal)

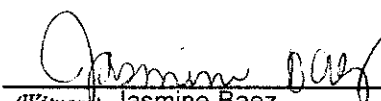
By:   
(Title)

Harco National Insurance Company

(Surety)

(Seal)

By:   
(Title) Kelly A. Gardner Attorney-in-Fact

  
(Witness) Jasmine Baez

State of IL

County of DuPage

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Jasmine Baez Notary Public of DuPage County, in the State of IL,

do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the Harco National Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the

Harco National Insurance Company

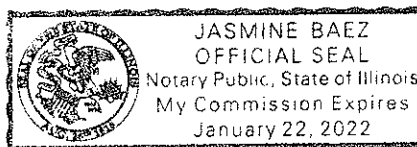
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in  
said County, this 8th day of January, 2020.

  
\_\_\_\_\_  
Notary Public

Jasmine Baez

My Commission expires: January 22, 2022



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # \_\_\_\_\_ Bid Bond \_\_\_\_\_

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

AMY B. WICKETT, R.L. MCWETHY, DAWN L. MORGAN, KEVIN J. SCANLON, ROBERT W. KEGLEY JR., KELLY A. GARDNER, JAMES I. MOORE, ELAINE MARCUS, JENNIFER J. MC COMB, MELISSA SCHMIDT, STEPHEN T. KAZMER  
Downers Grove, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents  
on this 31st day of December, 2018



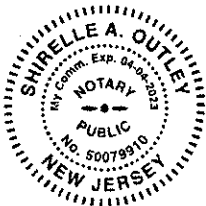
STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 08, 2020

A00313

Irene Martins, Assistant Secretary



## Village of Bensenville

√	<b>Submittal Checklist – Bid Packet must be returned in its entirety</b>
	Bidder Information Sheet
	Bid Price Sheet
	Equipment List
	Addenda Number Acknowledged, if applicable
	References
	Bid Security of 5%
	Signature Page

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
Performance Bond, if applicable	25% due within 10 days of notice of award
Payment Bond, if applicable	25% due within 10 days of notice of award
Certificate of Insurance	
Certificate of Compliance	
Executed Contract with Authorized Signatures	