



Invitation to Bid – Land Application of Sludge Q&A
Bid Opening: May 1, 2024, 1:00pm

1. *Is the total amount to be land applied 250 dry tons annually or for each event?*

NMWRD typically does two hauls a year for a total of 250 dry tons combined.

2. *When submitting a price for the extension years (years 2 & 3) – On the bid sheet, can we submit / state “current price plus annual CPI” for years 2 & 3?*

No, bidders must submit actual prices. If you are not comfortable with providing a price for Year 2 and Year 3, you don't have to.

3. *Are the extensions (years 2 & 3) a Sole/Owner decision or are they by mutual agreement?*

Extensions are a Sole/Owner decision.

4. *Please confirm that the performance bond required will be an annual bond as there is no guarantee of year 2 and 3 extensions of the contract.*

Yes, it will be an annual bond.

5. *Will NMWRD be issuing a separate Contract Agreement with additional terms and conditions to the winning bidder? If yes, will NMWRD please distribute the form agreement to the bidders in advance of the submission date?*

Yes, a Contract Agreement will be sent to the awarded bidder. NMWRD will not be distributing the agreement before the bid opening date. A past agreement is attached for your review.

6. *Will NMWRD include in the final Contract Agreement, a Mutual Force Majeure clause?*

No





7. *Will NMWRD include a Choice of Law and Waiver of Punitive and Consequential Damages Clause into the final contract agreement?*

No

8. *Will this contract be subject to price adjustment based on fuel surcharge adjustments as published by the US Dept. of Transportation – Division of Highways for the Geographic Region where the work is being performed?*

No, the contract price is not subject to any adjustments.

9. *Does NMWRD have any previous testing results for the PFAS/PFOA or other regulated 40 CRF 503 substances within the materials? If yes, will those tests be shared with the bidders prior to the due date of the bids?*

No, NMWRD does not have testing results for PFAS/PFOA. See the USEPA Biosolids Annual Report provided with the Invitation to Bid.

10. *Will NMWRD agree to definitive payment terms of NET 30 upon receipt of properly formatted invoice from the contractor and include such language in the final contract document?*

No, but the District normally pays within 30 days at its next scheduled board meeting (Monthly) as long as all certified payroll and waivers are provided in accurate form.

11. *Will NMWRD elaborate on the requirements of the winning bidder to perform site restoration activities at the completion of the project (IE – seeding and loaming, excavation, tree planting etc. required to complete “site restoration”)?*

If the contractor damages any landscaping or pavement, they will be expected to fix it.



**NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT
CONTRACT**

Full Name of Bidder DAHM ENTERPRISES ("Bidder")
Principal Office Address 2720 RAFFEL ROAD, WOODSTOCK, IL 60098
Local Office Address _____
Contact Person: BRYAN DAHM Telephone Number: (815) 482-2088

TO: Northern Moraine Wastewater Reclamation District ("Owner" or "District")
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042
Attention: Mohammed Haque, District Manager

Bidder warrants and represents that Bidder has carefully examined the Work Site, as defined in Attachment A, and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including the following Attachments A-C, which are incorporated into this Contract/Proposal by this reference:

- A. Project Specifications and Supplemental Contract Terms
- B. Schedule of Prices
- C. Bidder's Certification

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and all attachments hereto, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal and all attachments hereto, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Work at the "Work Site," as defined and further described in Attachment A;
2. Permits. Procure, furnish, and operate in compliance with all permits, licenses, and other governmental approvals and

authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and procure all insurance and furnish all insurance policies and certificates specified in this Contract/Proposal and the attachments hereto;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. Bidder shall fully provide, perform, and complete all Work in accordance with the specifications attached hereto as Exhibit A.

C. Responsibility for Damage or Loss. Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

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

2. Contract Price Proposal

A. Schedule of Prices. Bidder shall take in full payment for all Work the compensation set forth in Attachment B: Schedule of Prices (the "Contract Price").

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. The Contract Price, including all per-unit prices or rates, if applicable, stated in Attachment B is firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Contract Price, and all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work and all contributions, premiums, fees, and other costs arising from the Work are included in the Contract Price.

C. Time of Payment. All payments shall be made in accordance with the schedule set forth in Attachment B. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

A. The Work shall commence on the Commencement Date specified in Attachment A (unless noted otherwise by NMWRD District Manager) and proceed continuously and expeditiously until completed, provided that Bidder has furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal. Bidder shall perform the Work diligently and continuously and shall complete the Work no later than the Completion Date specified in Attachment A.

4. Financial Assurance

A. Bonds. If required by Attachment A, Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

B. Insurance. Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner and shall name the Owner as an additional insured and cancellation notice recipient. The insurance coverages and limits set forth in Attachment A shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits set forth in Attachment A shall be maintained at all times while providing, performing, or completing the Work.

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

D. Penalties. Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen,

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

5. **Firm Proposal**

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

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

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

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

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

The Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, applies to this Contract/Proposal, and it is the Bidder's obligation to pay (and require every subcontractor to pay) prevailing wages for each craft or type of work needed to execute the Contract/Proposal in accordance with the Act and to comply with the other requirements of the act. The

prevailing rates of hourly wages are revised from time to time by the Illinois Department of Labor and are available on the Department's official website at: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx>. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract/Proposal.

C. **Not Barred.** Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. **Qualified.** Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth in this Contract/Proposal.

7. **Owner's Remedies**

If it should appear at any time prior to the Owner's final payment for the Work that Bidder has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract/Proposal, or has attempted to assign or subcontract this Contract/Proposal or Bidder's rights and obligations hereunder, either in whole or in part, without Owner's prior written consent, or has falsely made any representation or warranty in this Contract/Proposal, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract/Proposal or has failed to pay its debts as they come due (collectively, "Event of Default"), and has failed to cure any such Event of Default within five business days after Bidder's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to

any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Owner may require Bidder, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Bidder and the Work into strict compliance with this Contract/Proposal.

B. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Section 1 above and withhold or recover from Bidder all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

C. Owner may terminate this Contract/Proposal.

D. Owner may withhold from any progress payment or final payment, whether or not previously approved, or may recover from Bidder, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

E. Owner may recover any damages suffered by Owner.

8. Acknowledgements and General Terms

Bidder acknowledges and agrees that:

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

B. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge: (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of Bidder or in this Contract/Proposal, or has personally received payment or other consideration for this Contract/Proposal; (2) neither Bidder nor any person employed or associated with Bidder has (and during the term of this Contract/Proposal shall not acquire or obtain) any interest that would conflict in any manner or degree with the performance of this Contract/Proposal.

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

D. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and the attachments hereto.

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

F. Cumulative Effect; Conflicts. This Contract/Proposal, including all of the Attachments, shall be interpreted so that the duties and obligations imposed herein are cumulative, unless otherwise specifically provided. In the event that a conflict exists or arises between the terms set forth in the body of this Contract and any of the Attachments hereto (including, without limitation, any conflicts between the body of the Contract and the project specifications or supplemental contract terms set forth in Attachment A), then the body of the Contract shall control. In the event of a conflict between or among any of the Attachments hereto, then the provision that provides the greatest control and protection for the District, as determined by the District Manager, shall control.

G. Time. Time is of the essence in the completion of this Contract/Proposal. Except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

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

otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Owner.

I. Severability. The provisions of this Contract/Proposal shall be interpreted when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

J. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

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

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

M. Cleanliness of the Work Site and Environs. Bidder shall keep the Work Site and adjacent areas clean at all times during performance of the Work, shall remove and properly dispose of all waste and surplus materials in conformance with applicable law, and shall leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday.

N. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

DATED this 8th day of February 2023.

Dahm Enterprises

By: 

Name: Bryan Dahm

Position/Title: President

Northern Moraine Wastewater Reclamation District

By: 

NMWRD District Manager

Mohammed M. Haque

Attest: 

NMWRD Junior Engineer

Jasmin Bait

ATTACHMENT A
PROJECT SPECIFICATIONS AND SUPPLEMENTAL CONTRACT TERMS

- I. Project: **REMOVAL AND OFF-SITE LAND APPLICATION OF SLUDGE**
- II. Work Site: **420 TIMBER TRAIL, ISLAND LAKE, IL 60042**

Use of the Work Site

Bidder shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Owner. Except as provided herein, Bidder shall not (nor shall Bidder cause or permit any employee or person under Bidder's control) to display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (e.g. personnel uniforms and clothing) that identify the Bidder (such as by displaying the Bidder's name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Owner, the display of information regarding the sponsor of the Work or funding sources for the Work.

In addition, Bidder shall not (nor shall Bidder require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. Bidder and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of Owner in connection with any prohibited political activity. For purposes of this section, the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

- III. Effective Date: THIS AGREEMENT is entered into this 8th day of February, 2023, between the Northern Moraine Wastewater Reclamation District, an Illinois municipal corporation, (hereinafter referred to as the "District"), and Dahm Enterprises (hereinafter referred to as the "Contractor").
- IV. Commencement Date: **May 1, 2023.**
- V. Completion Date: **April 30, 2024.**
- VI. Project Specifications:

1. General

The successful bidder shall be responsible for the removal of sludge produced by the wastewater facility at the Work Site and off-site disposal of the sludge via land application. Bidder is responsible for furnishing all labor, materials, tools, equipment, personnel, and supervision to perform the work specified in this document.

2. Project Supervisor

N/A

3. Scope

The successful bidder shall be responsible for the removal of sludge produced by the wastewater facility at the Work Site and off-site disposal of the sludge via land application. Bidder shall be responsible for furnishing all labor, materials, personnel, supervision, insurance and equipment necessary for the annual

removal of approximately 250 dry tons of dried aerobically digested sludge from sludge storage sites at the District's Wastewater Treatment Plant at the Work Site and off-site disposal of such sludge via land application. Bio-solids from the facility meet USPEA 503 Class "B" standards. The removal and disposal of the sludge stored at the Work Site will be conducted a minimum of two times per year under this contract, or more frequently if directed by the District as specified under "Work Hours" below. All phases of this project shall be conducted in strict compliance with all Federal, State, and local regulations and in accordance with all other District specifications and IEPA Permit requirements.

4. Materials

Bidder shall provide all transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means necessary to complete the Work.

5. Work Hours

All work at the Work Site shall occur on dates specified by the District upon five (5) business days' notice to bidder; provided, however, that bidder shall complete specified work upon less than five (5) business days' notice, and as soon as practicable under the circumstances, in the event of an emergency as determined by the District. All work at the Work Site shall be conducted between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday, or as otherwise specified by the District in the event of an emergency.

6. Miscellaneous

Successful bidder shall be responsible for site clean-up after each sludge removal occurrence.

VII. Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability:\$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)

- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth in the Contract/Proposal.

4. **Umbrella Liability**

Limits shall not be less than:

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

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

VII. **Contract Bonds Required:**

Yes

VIII. **Other Insurance Requirements:**

1. **VERIFICATION OF COVERAGE:** Before commencing the Work, Bidder shall furnish the District with certificates of insurance and additional insured endorsements verifying all required insurance coverages (an example of which is attached hereto as Exhibit 1). 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 are to be received and approved by the District before any work commences. The District reserves the right to request full certified copies of the insurance policies and endorsements.
2. **DEDUCTIBLES AND SELF-INSURED RETENTIONS:** Any deductibles or self-insured retentions must be declared to and approved in advance by the District in its sole discretion.
3. **ADDITIONAL INSURED:** The Northern Moraine Wastewater Reclamation District and its officials, employees, agents, and volunteers shall be named as additional insureds for the Bidder's Commercial General Liability and Automobile Liability coverages. Bidder shall provide the District with copies of all additional insured endorsements demonstrating compliance with this provision. The policies of insurance shall contain no provisions that invalidate the naming of the District and its officials, employees, agents, and volunteers as additional insureds.
4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, VII and licensed to do business in the State of Illinois.
5. **NOTICE OF CANCELLATION OR MODIFICATIONS:** Each insurance policy required shall have the Northern Moraine Wastewater Reclamation District expressly endorsed onto the policy as a Cancellation Notice Recipient and shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the District. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change or modification of coverage, Bidder shall notify District within thirty (30) days after Bidder receives such notice of such change.
6. **NO WAIVER:** Under no circumstances shall the District be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to:
 - A. Allowing work by Bidder or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - B. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

EXHIBIT 1

(EXAMPLE)

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER		Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		Fully Completed					
				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A: Name of Insurance Company		Completed	
				INSURER B: Name of Insurance Company		Completed	
				INSURER C: Name of Insurance Company		Completed	
				INSURER D: Name of Insurance Company		Completed	
				INSURER E: Name of Insurance Company		Completed	
COVERAGES							
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
						AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request
						AGGREGATE	\$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE-EA EMPLOYEE	\$ 500,000
						E.L. DISEASE-POLICY LIMIT	\$ 500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Member, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			
				SIGNATURE OF AUTHORIZED AGENT			

ACORD 25 (2001/08)

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ATTACHMENT B
SCHEDULE OF PRICES

Schedule of Prices

For providing, performing, and completing all Work:

Bid Price: (May 1, 2023 through April 30, 2024)

Price shall include the price per dry ton for sludge removal and subsequent land application of sludge (for all equipment, Transportation Costs & Labor)

Price Per Dry Ton	<u>\$ 136.00</u>
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Time of Payment

Payment, less 10% retention, shall be made within 60 days of invoice submittal. Retainage shall be paid upon final completion and completion of all punchlist items.

ATTACHMENT C
BIDDER'S CERTIFICATION

Bidder's Status: () ILLINOIS Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: DAHM ENTERPRISES

Doing Business As (if different): _____

Bidder's Business Address: 2720 RAFFEL ROAD, WOODSTOCK, IL 60098

Bidder's Business Telephone: (815) 482-2088 Facsimile: _____

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

NAME	TITLE	ADDRESS
Bryan Dahm	President	10806 Allendale Road, Woodstock, IL 60098

By signing below, the Bidder represents and certifies that all facts and information submitted by Bidder in connection with this Contract/Proposal are true and correct in all respects to the best of Bidder's knowledge and belief.

Signature of Bidder or Authorized Agent: _____

(corporate seal if corporation)

Printed Name: Bryan Dahm

Title/Position: president



NORTHERN MORaine
W R D

February 8, 2023

Bryan Dahm
Dahm Enterprises, Inc.
2720 Raffel Road
Woodstock, IL 60098

via e-mail only: bdahm@dahmco.com

Re: Board Action Letter - Land Application of Sludge

Dear Bryan,

Please be advised that the Board of Trustees of the Northern Moraine Wastewater Reclamation District took the following action at its regular meeting on March 8, 2022:

Motion to award the bid to the lowest responsible and responsive bidder, Dahm Enterprises, in the amount bid for land application of sludge for the 2023-24 Fiscal Year and adopt a resolution authorizing the District Manager to execute a one-year agreement with Dahm Enterprises for land application of sludge for a one-year period beginning on May 1, 2023 and authorize the District Manager to extend the contract for up to two additional years. Approved.

Bids received are tabulated below:

DAHM ENTERPRISES ~ Woodstock, IL ✓

Land Application of Sludge	\$131.00 per dry ton
2nd Year Land Application of Sludge	\$136.00 per dry ton ✓
3rd Year Land Application of Sludge	\$139.00 per dry ton

SYNAGRO CENTRAL, LLC ~ Baltimore, MD

Land Application of Sludge	\$176.50 per dry ton
2nd Year Land Application of Sludge	\$188.86 per dry ton
3rd Year Land Application of Sludge	\$202.08 per dry ton

✓ Indicates recommended lowest responsible and responsive bidder.



113 Timber Trail, PO Box
240, Island Lake, IL 60042



Phone: 847-526-3300
Fax: 847-526-3349



Email: info@nmwrd.org
Web: www.nmwrd.org



NORTHERN MORaine **W R D**

Please be advised that I am exercising the option of extending this agreement for the period beginning May 1, 2023 through April 30, 2024 at the unit costs listed in this document. Enclosed is a signed copy of a service agreement for the next period. Please countersign (wet signature) the attached agreement and return to me at 113 Timber Trail, Island Lake, IL 60042. Also, please provide an up-to-date certificate of insurance. Upon having a fully executed agreement, a new PO will be issued.

NORTHERN MORaine WRD

Mohammed M. Haque
District Manager

cc: Joe Lapastora, Director of Operations
Jasmin Bait, Junior Engineer

Enc. Service Contract



113 Timber Trail, PO Box
240, Island Lake, IL 60042



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Fax: 847-526-3349



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Web: www.nmwrd.org