

# INVITATION TO BID

## **Addendum #1**

### Northern Moraine Wastewater Reclamation District



### Land Application of Sludge

**BID OPENING:  
Wednesday, March 3rd  
1:15 PM**

**Sample Form Contract and Clarification Notice.  
Note: Please include this Addendum #1 with your bid.**

**NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT  
CONTRACT**

Full Name of Bidder \_\_\_\_\_ (“Bidder”)  
Principal Office Address \_\_\_\_\_  
Local Office Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

TO: Northern Moraine Wastewater Reclamation District (“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.

To the extent that the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, applies to this Contract/Proposal, 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. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021. [MATCH "EFFECTIVE DATE" ON NEXT PAGE.]

[INSERT BIDDER NAME]

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

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

**Northern Moraine Wastewater Reclamation District**

By: Mohammed Haque  
NMWRD District Manager

Attest: \_\_\_\_\_

**ATTACHMENT A**  
**PROJECT SPECIFICATIONS AND SUPPLEMENTAL CONTRACT TERMS**

- I. Project: **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      day of      , 2021**, between the Northern Moraine Wastewater Reclamation District, an Illinois municipal corporation, (hereinafter referred to as the “District”), and **[ENTER COMPANY/CORPORATION NAME]** (hereinafter referred to as the “Contractor”).
- IV. Commencement Date: **May 1, 2021.**
- V. Completion Date: **April 30, 2022.** (Unless extended as provided for in the bid package)
- VI. Project Specifications:

- 1. General

The successful bidder shall be responsible for the provision of removal and land application of sludge produced by the wastewater facility.

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 provision of removal and land application of sludge produced by the wastewater facility.

The proposed project consists of all labor, materials, supervision, insurance and equipment necessary for the annual removal and disposal of approximately 250 dry tons of dried aerobically digested sludge from sludge storage sites at the District's Wastewater Treatment Plant. Bio-solids from the facility meets USPEA 503 Class "B" standards. The removal and disposal of the sludge stored at the Wastewater Treatment Plant will be conducted a minimum of two times per year under this contract. 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

All equipment shall be provided by successful bidder.

5. Work Hours

All work shall occur within five (5) business days after notice or sooner in emergencies, between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday.

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)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                                                                                                                                                                                             |                                                                                                                                                                                               |                                                                                          |                                |  |
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| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                                                                                                                                                                                             |                                                                                                                                                                                               |                                                                                          | DATE (MM/DD/YYYY)<br>Completed |  |
| PRODUCER<br><br><p style="text-align: center;">Fully Completed</p>                                                                                                                                                                                                                                                                                                                                                                                                          |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               | 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<br><br><p style="text-align: center;">Fully Completed</p>                                                                                                                                                                                                                                                                                                                                                                                                           |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               | <b>INSURERS AFFORDING COVERAGE</b>                                                                                                                                                                          |                                                                                                                                                                                               |                                                                                          | <b>NAIC #</b>                  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               | 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     |                                                                                                                                                                                                             |                                                                                                                                                                                               |                                                                                          |                                |  |
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                                                                                                                                                                                             |                                                                                                                                                                                               |                                                                                          |                                |  |
| 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           | <b>GENERAL LIABILITY</b> CG001<br><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> OWNERS & CONT PROT (IF REQUIRED)<br><input type="checkbox"/><br>GEN'L AGGREGATE LIMIT APPLIER PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Policy Number | Policy Start Date                                                                                                                                                                                           | Policy End Date                                                                                                                                                                               | EACH OCCURRENCE                                                                          | \$                             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | DAMAGE TO RENTED PREMISES (Ea. Occur.)                                                                                                                                                                                                                                                                                                                                                                                              |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | MED EXP (Any one person)                                                                                                                                                                                                                                                                                                                                                                                                            |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | PERSONAL & ADV INJURY                                                                                                                                                                                                                                                                                                                                                                                                               |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | GENERAL AGGREGATE                                                                                                                                                                                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | PRODUCTS-COMP/OP AGG                                                                                                                                                                                                                                                                                                                                                                                                                |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                                                                                                                                                                                             |                                                                                                                                                                                               |                                                                                          |                                |  |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             | <b>AUTOMOBILE LIABILITY</b> CA001<br><br><input type="checkbox"/> ANY AUTO CA001<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS<br><input type="checkbox"/> _____                                                                                                                                      | Policy Number | Policy Start Date                                                                                                                                                                                           | Policy End Date                                                                                                                                                                               | COMBINED SINGLE LIMIT (Ea. Accident)                                                     | \$                             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | BODILY INJURY (PER PERSON)                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | BODILY INJURY (PER ACCIDENT)                                                                                                                                                                                                                                                                                                                                                                                                        |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | PROPERTY DAMAGE (PER ACCIDENT)                                                                                                                                                                                                                                                                                                                                                                                                      |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | <b>GARAGE LIABILITY</b><br><br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                                                                                                    |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | AUTO ONLY-EA ACCIDENT                                                                    | \$                             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | OTHER THAN EA ACC                                                                                                                                                                                                                                                                                                                                                                                                                   |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | AUTO ONLY: AGG                                                                                                                                                                                                                                                                                                                                                                                                                      |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | X           | <b>EXCESS UMBRELLA LIABILITY</b><br><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$                                                                                                                                                                                                                              | Policy Number | Policy Start Date                                                                                                                                                                                           | Policy End Date                                                                                                                                                                               | EACH OCCURRENCE                                                                          | \$ per request                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | AGGREGATE                                                                                                                                                                                                                                                                                                                                                                                                                           |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$ per request                                                                           |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                                                                                                                                                                                             |                                                                                                                                                                                               |                                                                                          |                                |  |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                                                                                                                                             | Policy Number | Policy Start Date                                                                                                                                                                                           | Policy End Date                                                                                                                                                                               | <input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | E.L. EACH ACCIDENT                                                                                                                                                                                                                                                                                                                                                                                                                  |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | E.L. DISEASE-EA EMPLOYEE                                                                                                                                                                                                                                                                                                                                                                                                            |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | E.L. DIESEASE-POLICY LIMIT                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                                                                                                                                                                                             |                                                                                                                                                                                               | \$                                                                                       |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | <b>OTHER</b> Professional Liability (If requested)                                                                                                                                                                                                                                                                                                                                                                                  | Policy Number | Policy Start Date                                                                                                                                                                                           | Policy End Date                                                                                                                                                                               |                                                                                          |                                |  |
| <b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b>                                                                                                                                                                                                                                                                                                                                                                      |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                                                                                                                                                                                             |                                                                                                                                                                                               |                                                                                          |                                |  |
| 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.                                                                                                                                                                                                                                                                         |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                                                                                                                                                                                             |                                                                                                                                                                                               |                                                                                          |                                |  |
| <b>CERTIFICATE HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                                                                                                                                                                                             | <b>CANCELLATION</b>                                                                                                                                                                           |                                                                                          |                                |  |
| 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                                                                                                                                                                 |                                                                                          |                                |  |

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

Schedule of Prices

For providing, performing, and completing all Work:

**Bid Price: (May 1, 2021 through April 30, 2022)**

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 \$ \_\_\_\_\_

**Optional Second Year: (May 1, 2022 through April 30, 2023)**

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 \$ \_\_\_\_\_

**Optional Third Year: (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 \$ \_\_\_\_\_

Time of Payment

**[INSERT SCHEDULE RE: MILESTONE OR PROGRESS PAYMENTS/RETAINAGE REQUIREMENTS/SUBMISSION DATES].**

**ATTACHMENT C**  
**BIDDER'S CERTIFICATION**

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

Bidder's Name: \_\_\_\_\_

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

Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |

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: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**Clarification Notice to questions received to date, please be advised of the following information and changes to the specifications.**

1. Please specify the average dry tons per year. The bid bond amount is based on 10% of the total bid.

The average dry tons per year produced by NMWRD is approximately 250 tons. Note that the 256.86 dry metric tons provided in “Attachment B – Summary of Submitted 2020 IEPA 53 Sludge Report” is the exact value yielded in 2020 only. **Please use the 250 dry tons value as a basis to calculate the required bid bond value.**

Sample Bid Bond Amount Calculation (i.e.  $0.10 * 250 \text{ dry tons} * \text{Price per dry ton} = \text{price of bid bond}$ )

2. The report in the back of the packet says 256 dry ton per year. Can you clarify please? Thanks

The value of 256.86 dry metric tons provided in “Attachment B – Summary of Submitted 2020 IEPA 503 Sludge Report” of the bid package is the exact value yielded in 2020 only.