



VILLAGE OF GRAYSLAKE

CONTRACT

2015 STREET SWEEPING

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder TKG Environmental Services Group, LLC ("Bidder")
Principal Office Address 3804 Hawthorn Ct., Waukegan, IL 60087
Local Office Address Same
Contact Person Rich KATE Telephone Number 847-505-1400

TO: Village of Grayslake ("Owner" or "Village")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis
Village Manager

Bidder warrants and represents that Bidder has carefully examined the Work Site described below 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, which are securely stapled to the end of this Contract/Proposal and are incorporated into this Contract/Proposal by this reference:

- A. Project Specifications
- B. Schedule of Prices
- C. Supplementary Schedule of Contract Terms

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that 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 the Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. **General Standard.** All Work shall be provided, performed, and completed in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. All equipment, materials, and supplies incorporated into the Work shall be new and undamaged and shall be the best of their respective kinds for their intended use.
2. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the WORK at the WORK SITE.

3. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
4. **Bonds and Insurance.** Procure and furnish all bonds and procure all insurance and furnish all insurance certificates specified in this Contract/Proposal;
5. **Taxes.** Pay all applicable federal, state, and local taxes;
6. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and
7. **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.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as Attachment A and by this reference made a part of this Contract/Proposal. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of the Village or Bidder from those set forth in this Contract/Proposal.

C. **Responsibility for Damage or Loss.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village repair or replace, damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. The Village 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 the Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, 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

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers; the compensation set forth below.

A. SCHEDULE OF PRICES See Attachment B

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that 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 are included in the Schedule of Prices.
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices

C. In the event that Bidder is to receive periodic payments under this Contract/Proposal, each such periodic payment shall be subject to a 10% hold-back ("Retainage") that the Village may utilize to cure any deficiency in Bidder's performance under the terms of the Contract/Proposal. After final acceptance of the Work by the Village, the Village's final payment to Bidder shall include the balance of the Contract Price (including any remaining Retainage).

3. Contract Time Proposal

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work no later than Completion Date in Attachment C.

B. Time is of the Essence. The time of beginning, rate of progress, and time of completion of the Work is of the essence of this Contract. Contractor shall be solely responsible for completing the Work in a timely fashion. Contractor shall promptly, continuously, diligently, vigorously, and systematically provide and perform the Work, and all component parts of the Work, within such time or times as may be set forth in this Contract.

4. Financial Assurance

A. Bonds (if required by Attachment C). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that 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. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance and, if specified by the Village, copies of policies evidencing that Bidder has obtained and will maintain insurance coverage and policies providing no less than the minimum insurance coverages and limits set forth in Attachment A within ten (10) days following the Village's acceptance of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to the Village to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the Work until final acceptance and payment by the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured for the Bidder's Comprehensive General Liability and Comprehensive Motor Vehicle Liability coverages. Such insurance 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 Village. In the event of any such cancellation (30) days after Bidder receives such notice from the Village. The insurance coverages and limits set forth below 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. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Contractor shall, prior to and at all times while providing, performing, or completing work for the Village, procure, maintain, and keep in force, at Contractor's expense, all insurance necessary to protect and save harmless the Village, the Work Site, and all property located at or about the Work Site, including but not limited to the insurance coverages specified in Attachment A. Bidder shall also provide the Village with a copy of the actual additional insured endorsement demonstrating that the Village is named as an additional insured. The policy of insurance shall contain no provisions that invalidate the naming of the Village of Grayslake as additional insured. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as set forth in Attachment A to this Contract. Bidder and a representative of Bidder's insurer must execute the certification of insurance coverage attached as Exhibit D.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, 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. Subcontractor Insurance. Unless otherwise provided in the Attachment A, Bidder shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Bidder by this Contract.

E. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that

or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty days 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 are firm and shall not be subject to withdrawal, escalation, or change provided the Village 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 the Village 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 Subsection 1B of this Contract/Proposal; 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 unto the Village.

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.*; 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.*) (Act) applies to this Contract, it is the Bidder's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Bidder due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Bidder and not at the expense of the Owner. Any change order shall be

computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Bidder shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government for any reason, including without limitation as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. 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.

E. 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 Bids set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

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

B. Bidder's Certification. All the facts and information submitted by Bidder in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Bidder's Certification are true and correct.

C. 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 Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict

by the Act. The Bidder shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the in any manner or degree with the performance of the obligations under this Contract; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

D. Reservation of Rights. The Village 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.

E. 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 in the Village's written notification of acceptance in the form included in this bound set of documents.

F. Remedies. Each of the rights and remedies reserved to the Village 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.

G. 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, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof.

H. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

I. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village 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 Village.

J. 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.

The Village and Bidder, provided, however, that the Village shall have the right, by written order executed by the Village, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

L. 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 the Village.

M. 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 the Village 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.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Bidder or (2) to create any relationship between Owner and any subcontractor or supplier of Bidder.

O. Bidder's Duty to Administer the Work. Bidder shall have full and sole responsibility for administration of the Work. Bidder's field organization shall include fully qualified and adequate management, supervisory and technical personnel to insure competent and expeditious handling of all matters related to the Work. Bidder shall have full and sole responsibility for keeping all personnel, equipment, materials, supplies, and other things required to provide, perform, and complete the Work within the designated construction area limits of the Work Site and out of areas not designated for Bidder's use. On all other lands, Bidder shall have no rights unless it obtains them from the proper parties.

Owner shall have the authority to order Bidder to remove from the Work Site any of Bidder's employees or any Subcontractors' employees who fail to discharge responsibilities, refuse to obey instructions, who are incompetent, abusive, threatening, or disorderly in their conduct, or who otherwise fail to perform that part of the Work undertaken in a manner satisfactory to Owner. Any such Person so removed shall not be employed again on the Work. No adjustment in the Contract Price or Contract Time shall be made as a result of such removal.

K. 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

All subcontractors, suppliers, and subcontracts used by Bidder shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract.

All Subcontractors and Suppliers shall be directly responsible to Bidder and shall be subject to Bidder's supervision and control. Bidder shall have the duty to coordinate all Subcontractors and Suppliers so as to avoid hindrance or interference among them and to ensure that the Work will be completed in full compliance with, and as required by or pursuant to, this Contract and within the Contract Time.

Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Bidder of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Bidder.

P. Claims. If the Work or any of Bidder's operations or property is damaged by any other Person, Bidder shall make its claim directly against such Person. If a dispute develops between Bidder and any such other Person concerning the responsibility for any such damage, the dispute shall be resolved with such other Person by whatever method may be available and appropriate, but such dispute shall not be cause for delay in the restoration of the damaged Work, and Bidder shall restore the Work immediately. Failure of Bidder to comply with this Subsection shall entitle Owner to perform, or to have performed, all Work necessary for compliance and to withhold or recover from Bidder the cost of such Work.

Q. 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 and shall remove and properly dispose of all waste and surplus materials from the Work Site each workday in such a manner as may be necessary to conform to Law. Bidder shall sweep and clean the Work Site, and shall remove from the Work Site all hoses, cables, extension cords and similar materials, as may be necessary to leave the Work Site and adjacent areas in a clean and orderly condition at the end of each workday. If Bidder fails to comply with its obligations under this Section, Owner shall have the right to perform, or to have performed, such obligations and to withhold or recover the cost thereof from Bidder.

R. Damage to the Work, the Work Site, and Other Property. The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the

sole risk and cost of Bidder from the Commencement Date until Final Payment.

S. 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. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this 24th day of March, 2015.

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

Bidder's Name: TKE Environmental Services Group, LLC

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: [Signature]
 Printed Name: Richard Katz

(corporate seal) (if corporation) _____
 Title/Position: Member / President

Bidder's Business Address: 3804 Hawthorn Ct.
Waukegan, IL 60087

Bidder's Business Telephone: 847-505-1400 Facsimile: 847-505-1410

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

NAME	TITLE	ADDRESS
DANIEL KATZ	Member	3804 Hawthorn Ct. Waukegan, IL 60087
RICHARD KATZ	Member	3804 Hawthorn Ct. Waukegan, IL 60087

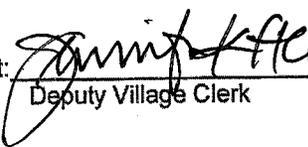
ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 27th day of March, 2015.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE

UBK
By 
Michael J. Ellis
Village Manager

Attest: 
Deputy Village Clerk



SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 or latest edition, (hereinafter referred to as the Standard Specifications) and latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Street and Highways" in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

I. AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

The total Contract Price is defined as Bidder's Proposal for making Entire Improvements as in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall perform the Work between April 1, 2015 through March 31, 2016.

Upon receiving the Notice To Proceed, the contractor shall coordinate each of the Street Sweeping Rounds with the Village Representative.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of performing Street Sweeping for the Villages of Grayslake, Lindenhurst, and Lake Villa.

IV. SCOPE OF WORK

As directed by the Village Representative, Contractor shall sweep all streets based on a Street Sweeping List, provided by each municipality.

Street Sweeping shall be completed on weekdays between the hours of 7:00 AM and 3:30 PM.

Contractor shall sweep all streets within one day's time or a time mutually agreed upon by the Village Representative and Contractor.

A. Special Request / Emergency Call-Out

Contractor shall provide street sweeping by special request and/or emergency call-out by the Village Representative.

Contractor shall be guaranteed a ten (10) mile minimum per call-out.

Village Representative shall give at least twenty-four (24) hours notice for a special request, except in an emergency.

V. CONTROL OF WORK

A. Coordination With the Village

During each Street Sweeping Round, Contractor is required to check-in before work is started and check-out with the Village Representative once work is completed. Contractor is required to carry a copy of the Street Sweeping List, provided by the Village Representative, at all times.

Contractor is required to notify the Village Representative upon the completion of each Street Sweeping Round. Upon said notice, the Village Representative will inspect the Work completed and the Contractor shall re-sweep any street(s) to satisfaction of the Village Representative within twenty-four (24) hours of notification. This additional work shall be the responsibility of the contractor and will not be paid for separately but shall be considered as incidental to the cost of the project.

B. Water Supply

Contractor may obtain water, at no cost, only from the fixtures designated by the Village Representative. No water shall be obtained except for use on those streets as part of the contract.

C. Sweeping Debris

Contractor may deposit debris, at no cost, at a designated dumpsite provided by the Village Representative. No debris shall be deposited except that collected from those streets as part of the contract.

VI. FUNDING SOURCE

This maintenance function is funded by Motor Fuel Tax funds and is subject to all requirements set forth by the State of Illinois.

VII. PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to the Work performed by Contractor.

Once the Village Representative has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the contract unit price per CURB MILE based on the Street Sweeping List for each municipality for STREET SWEEPING as specified in the Schedule of Prices or at the contract unit price per CURB MILE for the sweeping locations determined by the Village Representative in the case of a Special Request/Emergency Call-Out (Section IV.A) and the Contractor shall be guaranteed a ten (10) mile minimum per call-out.

I. SCHEDULE OF QUANTITIES

The table below represents estimated quantities provided by each Owner. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

MUNICIPALITY	CURB MILES	# OF ROUNDS	TOTAL CURB MILES
Grayslake	108.19	6	649.14
Lindenhurst	66.1	2	132.20
Lake Villa	58	2	116.00
		Total	897.34

LR107-7
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DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & StreetsSPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKSEffective: January 1, 1999
Revised: January 2, 2013

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.
The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

**ATTACHMENT B
SCHEDULE OF PRICES**

PLEASE SEE THE FOLLOWING PAGE(S)

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	STREET SWEEPING	CURB MILE	897.34	\$ 30.95	\$ 27,772.67
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL CONTRACT PRICE:

Twenty-Saen Thousand Dollars
(in writing) seven hundred Seventy-Two

and Sixty-Saen Cents
(in writing)

27,772 Dollars
(in figures)

and 67 Cents
(in figures)

ATTACHMENT C
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS

- I. Project: 2015 Street Sweeping
- II. Work Site: Grayslake, IL
- III. Permits, Licenses, Approvals, and Authorizations: Bidder shall obtain all required governmental permits, licenses, approvals, and authorizations. The Owner will submit initial application materials for said permits. However, the Bidder will be responsible for meeting all requirements of any such permits, including the posting any required bonds and/or sureties.
- IV. Commencement Date: The date of execution of the Contract by Owner.
- V. Completion Date: March 30, 2015
- VI. 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 the Village.

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 below.

4. Umbrella Liability

Limits shall not be less than:
\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

ATTACHMENT C

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

Contractor is required to name the Village of Grayslake as the additional insured for Comprehensive General Liability and Comprehensive Motor Vehicle Liability as required in the Contract and provide the Village with the certificate of insurance and additional insured endorsements.

IX. Per Diem Administrative Charge:

A. General. Two hundred and fifty dollars (\$250.00) per day for each day after the completion date.

X. Contract Bonds Required:

No

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following: Policy #07328908

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Village of Grayslake	Village of Grayslake 2015 Street Sweeping Program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

LEGAL NOTICE /PUBLIC NOTICE
VILLAGE OF GRAYSLAKE
BID NOTICE

The Village of Grayslake, Lake County, Illinois, is soliciting sealed bids from construction contractors for the following project:

2015 Joint Street Sweeping

This is a joint bid for the Villages of Grayslake, Lindenhurst, and Lake Villa. Sealed bids for this contract must be received before 11:30 a.m. on March 13, 2015 at the Grayslake Village Hall, 10 S. Seymour Avenue, Grayslake, Illinois 60030, at which time all bids will be publicly opened and read aloud.

Copies of the bidding documents, including contract provisions and specifications, may be examined at the Grayslake Village Hall. Bid packets may be obtained from the Village of Grayslake, 10 S. Seymour Avenue, Grayslake, IL 60030 or www.villageofgrayslake.com. It is the responsibility of the bidder to meet all requirements of the bid documents.

The municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the municipalities, as determined by the municipalities. The municipalities also reserve the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents. President and Board of Trustees

Village of Grayslake, Illinois
By: Village Manager, Michael J. Ellis
Published in Daily Herald March 3, 2015 (4399878)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora

County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published March 3, 2015 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Daula Baltz*
Authorized Agent

Control # 4399878



March 24, 2015

TKG Environmental Services Group LLC
3804 Hawthorn Ct.
Waukegan, IL 60087

Re: 2015 Street Sweeping

The Village of Grayslake has awarded the contract for **2015 Street Sweeping** to your firm in the amount of **\$20,090.88**. The bid tabulation is enclosed for your records.

Please sign and return the enclosed contract documents along with your contract bond and certificate of insurance listing the Village of Grayslake as an additional insured with all endorsements.

If you have any questions, please feel free to contact me at (847) 223-8515.

Sincerely,

VILLAGE OF GRAYSLAKE

Brett Krysko
Administrative Services & Contracting Manager

Mayor: Rhett Taylor
Trustees: Bruce R. Bassett - Amy Edwards - Shawn M. Vogel - Ronald L. Jarvis - Kevin D. Waldenstrom - Elizabeth Davies
Village Clerk: Cynthia E. Lee

2015 Street Sweeping
Village of Lindenhurst
Village of Grayslake
Village of Lake Villa
Bid Tabulation

	Unit	Quantity	TKG Environmental		Hoving Clean Sweep	
			Unit Price	Total	Unit Price	Total
Street Sweeping	Curb Mile	897.34	30.95	\$ 27,772.67	45.58	\$ 40,900.76
				Low Bidder		
Total (as read)				\$ 27,772.67		\$ 40,900.00

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA

CONTRACT FOR
2015 STREET SWEEPING

BIDDER'S PROPOSAL

Full Name of Bidder TKG Environmental Services Group LLC ("Bidder")

Principal Office Address 3804 Hawthorn Ct, Waukegan IL 60087

Local Office Address 3804 Hawthorn Ct, Waukegan IL 60087

Contact Person Richard Katz Telephone (847) 505-1400

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as

PROPOSAL

otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	STREET SWEEPING	CURB MILE	897.34	\$ 30.95	\$ 27,772.67
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL CONTRACT PRICE:

Twenty-Seven Thousand Dollars
(in writing) seven hundred Seventy-Two

and Sixty-Seven Cents
(in writing)

27,772 Dollars
(in figures)

and 67 Cents
(in figures)

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposals and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachments A.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it 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 Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of One thousand three hundred dollars (\$ 1,389), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

EIGHTY-NINE and zero Cents

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 10 day of March, 2015.

Attest/Witness: TKG Environmental Services Group, LLC
Bidder

By: [Signature]

By: [Signature]

Title: Director of operations

Title: Member / Owner

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

**VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA**

CONTRACT FOR

2015 STREET SWEEPING

BIDDER'S SWORN ACKNOWLEDGEMENT

TKG Environmental Services Group LLC ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of Dec 10, 2014, that is qualified to do business in the State of Illinois, and that is operating under the legal name of TKG Environmental Services Group.LLC

The general partners of the partnership are as follows:

NAME

ADDRESS

Richard Katz

1118 Sommerset, Deerfield IL 60015

Daniel Katz

875 King Richards Ct, Deerfield IL 60015

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)

ADDRESS

_____ ()

_____ ()

_____ ()

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 19th day of March, 2015.

Attest/Witness:

TKG Environmental Services Group LLC

Bidder

By: [Signature]

By: [Signature]

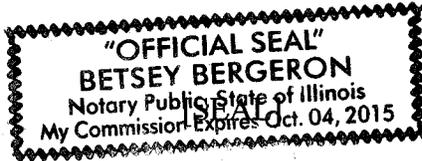
Title: Director of operations

Title: Member/owner

Subscribed and Sworn to
before me this 19 day
of March, 2015.

My Commission Expires: 10/4/15

[Signature]
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA

CONTRACT FOR

2015 STREET SWEEPING

BIDDER'S SWORN WORK HISTORY STATEMENT

TKG Environmental Services Group LLC ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Power Sweeping

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u> </u> % Federal	<u> 1 </u> % As Contractor	<u> </u> % Bidder's Forces
<u> 4 </u> % Other Public	<u> 10 </u> % As Subcontractor	<u> 3 </u> % Subcontractors
<u> 82 </u> % Private		<u> </u> % Materials

3. **Years in Business**

ACKNOWLEDGEMENT

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 1 years

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>TKG Sweeping & Services LLC</u>	<u>3804 Hawthorn Ct, Waukegan IL 60087</u>	<u>7</u>
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Village of Gurnee</u>	<u>Village of Vernon Hills</u>	<u>Village of Rolling Meadows</u>
Owner Address	<u>1151 Kilbourne Rd</u>	<u>490 Greenleaf Rd</u>	<u>3900 Berdnick St</u>
	<u>Gurnee, IL 60031</u>	<u>Vernon Hills, IL 60061</u>	<u>Rolling Meadows, IL 60008</u>
Reference	<u>Jake Balmes</u>	<u>Ryan Papik</u>	<u>Bill Suchecki</u>
Telephone Number	<u>(847) 599-6800</u>	<u>(847) 366-5759</u>	<u>(847) 963-0500</u>
Type of Work	<u>Street Sweeping</u>	<u>Street Sweeping</u>	<u>Street Sweeping</u>
	_____	_____	_____

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
Amount of Contract	<u>\$39,432</u>	<u>\$35,000</u>	<u>\$23,000</u>
Date Completed	<u>On Going</u>	<u>On Going</u>	<u>On Going</u>

DATED this 10th day of March, 2015.

Attest/Witness:

TKG Environmental Services group LLC
Bidder

By: [Signature]

By: [Signature]

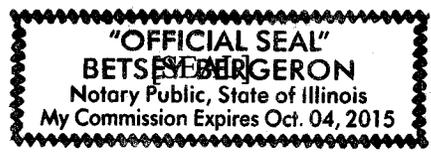
Title: Director of operations

Title: Member / Owner

Subscribed and Sworn to
before me this 10 day
of March, 2015.

My Commission Expires: 10/24/15

[Signature]
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2012 or latest edition, (hereinafter referred to as the Standard Specifications) and latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Street and Highways” in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

I. AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

The total Contract Price is defined as Bidder's Proposal for making Entire Improvements as in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall perform the Work between April 1, 2015 through March 31, 2016.

Upon receiving the Notice To Proceed, the contractor shall coordinate each of the Street Sweeping Rounds with the Village Representative.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of performing Street Sweeping for the Villages of Grayslake, Lindenhurst, and Lake Villa.

IV. SCOPE OF WORK

As directed by the Village Representative, Contractor shall sweep all streets based on a Street Sweeping List, provided by each municipality.

Street Sweeping shall be completed on weekdays between the hours of 7:00 AM and 3:30 PM.

Contractor shall sweep all streets within one day's time or a time mutually agreed upon by the Village Representative and Contractor.

A. Special Request / Emergency Call-Out

Contractor shall provide street sweeping by special request and/or emergency call-out by the Village Representative.

Contractor shall be guaranteed a ten (10) mile minimum per call-out.

Village Representative shall give at least twenty-four (24) hours notice for a special request, except in an emergency.

V. CONTROL OF WORK

A. Coordination With the Village

During each Street Sweeping Round, Contractor is required to check-in before work is started and check-out with the Village Representative once work is completed. Contractor is required to carry a copy of the Street Sweeping List, provided by the Village Representative, at all times.

Contractor is required to notify the Village Representative upon the completion of each Street Sweeping Round. Upon said notice, the Village Representative will inspect the Work completed and the Contractor shall re-sweep any street(s) to satisfaction of the Village Representative within twenty-four (24) hours of notification. This additional work shall be the responsibility of the contractor and will not be paid for separately but shall be considered as incidental to the cost of the project.

B. Water Supply

Contractor may obtain water, at no cost, only from the fixtures designated by the Village Representative. No water shall be obtained except for use on those streets as part of the contract.

C. Sweeping Debris

Contractor may deposit debris, at no cost, at a designated dumpsite provided by the Village Representative. No debris shall be deposited except that collected from those streets as part of the contract.

VI. FUNDING SOURCE

This maintenance function is funded by Motor Fuel Tax funds and is subject to all requirements set forth by the State of Illinois.

VII. PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to the Work performed by Contractor.

ATTACHMENT A

Once the Village Representative has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the contract unit price per CURB MILE based on the Street Sweeping List for each municipality for STREET SWEEPING as specified in the Schedule of Prices or at the contract unit price per CURB MILE for the sweeping locations determined by the Village Representative in the case of a Special Request/Emergency Call-Out (Section IV.A) and the Contractor shall be guaranteed a ten (10) mile minimum per call-out.

I. SCHEDULE OF QUANTITIES

The table below represents estimated quantities provided by each Owner. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

MUNICIPALITY	CURB MILES	# OF ROUNDS	TOTAL CURB MILES
Grayslake	108.19	6	649.14
Lindenhurst	66.1	2	132.20
Lake Villa	58	2	116.00
		Total	897.34



Bond Number BD140737

BID BOND

KNOW ALL BY THESE PRESENTS, that we, TKG ENVIRONMENTAL SERVICE GROUP LLC of 3804 HAWTHORN CT WAUKEGAN, IL 60087-3220 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto VILLAGE OF GRAYSLAKE 10 S SEYMOUR AVE, GRAYSLAKE IL 60030-1542 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for GRAYSLAKE, LINDENHURST, LAKE VILLA STREET SWEEPING

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 11th day of March, 2015.

[Signature] _____
Witness

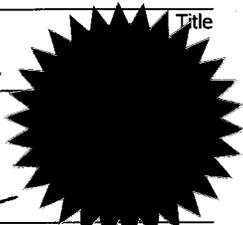
[Signature] _____
Principal

TKG ENVIRONMENTAL SERVICE GROUP LLC
Member _____
Title

Auto-Owners Insurance Company

Amanda Lamp _____
Amanda Lamp Witness

[Signature] _____
Jim House Attorney-in-Fact





Bond Number BD140737

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 11th day of March, 2015, before me personally appeared Jim House, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Amanda Lamp
Notary Public in the State of Michigan
County of Eaton

AMANDA LAMP
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Jan. 1, 2020

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD140737

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Jim House

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014.

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020

Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 11th day of March, 2015



William F. Woodbury, Senior Vice President, Secretary and General Counsel



**Hoving Clean Sweep, LLC.
2351 Powis Road
West Chicago, IL. 60185
Phone: 630-377-7000 Fax: 630-377-7462**

March 11, 2015

**Village of Grayslake
10 South Seymour Ave.
Grayslake, IL. 60030**

To Whom It May Concern:

Thank-You for the opportunity to bid on the street sweeping services for the Village of Grayslake. We have enclosed the bid along with our certificate of insurance, references, equipment list and a certified check for 5% of the contract price.

Hoving Clean Sweep has state of the art equipment and all of our trucks are equipped with a GPS system that gives us the capability to supply reports that show the time and distance each driver is traveling daily. We have enclosed a sample copy of our GPS system. You can also visit our website at www.khoving.com to see all of the services we supply.

If you have any questions please feel free to contact K.J. Loerop at 630-377-7000.

Sincerely,


**K. J. Loerop
Vice President**

VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA

CONTRACT FOR
2015 STREET SWEEPING

BIDDER'S PROPOSAL

Full Name of Bidder Hoving Clean Sweep, LLC. ("Bidder")

Principal Office Address 2351 Powis Road West Chicago, IL. 60185

Local Office Address _____

Contact Person K.J. Loerop Telephone 630-377-7000

TO: Village of Grayslake ("Owner")
10 South Seymour Avenue
Grayslake, Illinois 60030

Attention: Michael J. Ellis

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as

PROPOSAL

otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

OPTION A
SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

PREVAILING WAGE

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1-	STREET SWEEPING	CURB MILE	897.34	\$ 45.58	\$40,900.00
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL CONTRACT PRICE:

Forty thousand nine hundred Dollars
(in writing)

and zero Cents
(in writing)

\$40,900 Dollars
(in figures)

and 0.00 Cents
(in figures)

PLEASE SEE OPTION B & C ATTACHMENTS

This sweep reflects the use of sweepers that sweep an 11'6" path. We think that it is important to not allow parking lot sweepers that sweep an 8' path to sweep municipalities.

OPTION B
SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Prevailing Wage-Broken Down by Municipality

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	STREET SWEEPING	CURB MILE	897.34	\$	\$
	Grayslake Sweeping	Miles	649	\$ 38.00	\$24,662.00
	Lindenhurst Sweeping	Miles	132	\$ 65.48	\$8,643.00
	Lake Villa Sweeping	Miles	116	\$ 65.48	\$7,595.00
	Total Curb Miles	Miles	897.34	\$45.58	\$40,900.00

TOTAL CONTRACT PRICE:

Forty thousand nine hundred Dollars
(in writing)

and zero Cents
(in writing)

\$40,900 Dollars
(in figures)

and 0.00 Cents
(in figures)

Please note that the above pricing reflects Hoving Clean Sweep paying our drivers based on "Prevailing Wage," with certified payroll documentation provided to each of the municipalities. As per "Attachment A, item VI Funding Source," this sweeping is funded through "Motor Fuel Tax," and is subject to all requirements set forth by the State of Illinois.

This sweep reflects the use of sweepers that sweep an 11'6" path. We think that is important to not allow parking lot sweepers that sweep an 8' path to sweep municipalities.

OPTION C
SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item.

**Sweeping pricing based on paying wages according to Teamsters
Collective Bargaining Agreement**

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1-	STREET SWEEPING	CURB MILE	897.34	\$	\$
	Grayslake Sweeping	Miles	649	\$ 34.96	\$22,689.04
	Lindenhurst Sweeping	Miles	132	\$ 60.24	\$7,951.68
	Lake Villa Sweeping	Miles	116	\$ 60.24	\$6,987.84
	Total Curb Miles	Miles	897.34	\$ 41.93	\$37,628.56

TOTAL CONTRACT PRICE:

Thirty seven thousand six hundred twenty eight
Dollars
(in writing)

fifty six
and Cents
(in writing)

\$37,628 Dollars
(in figures)

and 0.56 Cents
(in figures)

In the event that this sweeping is not governed by prevailing wage, we would pay our employees according to our collective bargaining agreement with Teamsters Local 673. Pricing of sweeping done under the collective bargaining agreement reduce the sweeping rate by 8%.

This sweep reflects the use of sweepers that sweep an 11'6" path. We think that is important to not allow parking lot sweepers that sweep an 8' path to sweep municipalities.

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachments A.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it 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 Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of \$2,250.00 dollars (\$ _____), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 12th day of March, 2015.

Attest/Witness:

Hoving Clean Sweep, LLC
Bidder

By: [Signature]

By: [Signature]

Title: Admin

Title: President

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

ACKNOWLEDGEMENT

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

NAME

ADDRESS

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)

ADDRESS

_____()
_____()
_____()

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 12th day of March, 2015.

Attest/Witness:

Hoving Clean Sweep, LLC.

Bidder

By: [Signature]
Title: Vice President

By: [Signature]
Title: President

Subscribed and Sworn to before me this 12th day of MARCH, 2015.

My Commission Expires: 5-10-16

[Signature]
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

ACKNOWLEDGEMENT

**VILLAGE OF GRAYSLAKE
VILLAGE OF LINDENHURST
VILLAGE OF LAKE VILLA**

CONTRACT FOR

2015 STREET SWEEPING

BIDDER'S SWORN WORK HISTORY STATEMENT

K.J. Loerop ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: Street Sweeping

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>0</u> % Federal	<u>80</u> % As Contractor	<u>N/A</u> % Bidder's Forces
<u>70</u> % Other Public	<u>20</u> % As Subcontractor	<u>N/A</u> % Subcontractors
<u>30</u> % Private		<u>N/A</u> % Materials

3. **Years in Business**

10 Years

ACKNOWLEDGEMENT

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 10 years

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>N/A</u>		

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>N/A</u>			

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Hoffman Estates</u>	<u>Woodridge</u>	<u>Bloomingtondale</u>
Owner Address	<u>2305 Pembroke</u>	<u>One Plaza Dr</u>	<u>201 S. Bloomingtondale</u>
	<u>Hoffman 60169</u>	<u>Woodridge 60517</u>	<u>Bloomingtondale 60108</u>
Reference	<u>Joseph Volpe</u>	<u>Scott Sramek</u>	<u>Ed Lewen</u>
Telephone Number	<u>847-490-6800</u>	<u>630-719-4757</u>	<u>630-893-7000</u>
Type of Work	<u>Village Sweep</u>	<u>Village Sweep</u>	<u>Village Sweep</u>

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>Pepper Construction</u> <u>CDH</u>	<u>Everest Excavating</u> <u>Elk Grove</u>	<u>Power Construction</u> <u>Skokie Hospital</u>
Amount of Contract	<u>On-Going</u>	<u>On-Going</u>	<u>On-Going</u>
Date Completed	_____	_____	_____

DATED this 12th day of March, 2015

Attest/Witness: Hoving Clean Sweep, LLC.
Bidder

By: _____
Title: _____

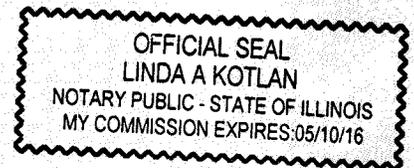
By: [Signature]
Title: Vice President

Subscribed and Sworn to before me this 12th day of March, 2015.

My Commission Expires: 5-10-16

[Signature]
Notary Public

[SEAL]



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT



Hoving Clean Sweep, LLC.

2351 Powis Road

West Chicago, IL. 60185

Phone: 630-377-7000 Fax: 630-377-7462

References

Village of Hoffman Estates

Attn: Joseph D. Volpe
2305 Pembroke Avenue
Hoffman Estates, IL. 60169-2009
Phone: (847) 490-6800
Fax: (847) 490-6868

City of Highland Park

Attn: Chris Townsend
1150 Half Day Road
Highland Park, IL. 60035
Phone: (847) 774-8896
Fax: (847) 432-9907

Village of Bloomingdale

Attn: Ed Lewen
201 S. Bloomingdale Rd.
Bloomingdale, IL. 60108
Phone: (630) 893-7000
Fax: (630) 893-5136

Village of Itasca

Attn: Dave Sloan
411 N. Prospect Ave.
Itasca, IL. 60143-1795
Phone: (630) 773-2455
Fax: (630) 773-9856

Village of Woodridge

Attn: Scott Sramek
One Plaza Drive
Woodridge, IL. 60517-4199
Phone: (630) 719-4757
Fax: (630) 719-0130

Village of Downers Grove

Attn: John Tucker
5101 Walnut Ave.
Downers Grove, IL. 60515
Phone: (630) 327-4841
Fax: (630) 434-5460

Village of Cary

Attn: Mark Knoch
454 Cary Woods Circle
Cary, IL. 60013
Phone: (847) 366-0687
Fax: (847) 639-4963

Village of Glenview

Attn: Greg Boldt
1370 Shermer Ct.
Glenview, IL. 60025
Phone: (262) 206-9231
Fax: (262) 763-2509

Hoiving Clean Sweep List of Equipment

Type of Sweeper	Make	Model	Hopper Size	Year	Unit #
Regenerative Air Sweeper	Sterling/SC8000	Schwarze	8.4	2009	306
Regenerative Air Sweeper	International 4300	Schwarze	8.4	2007	305
Regenerative Air Sweeper	International 4300	Schwarze	8.4	RB 2008	304
Regenerative Air Sweeper	Ford/Cargo	Schwarze	8.4	2006	300
Regenerative Air Sweeper	Sterling	Elgin Crosswind	8.4	RB 2009	308
Regenerative Air Sweeper	Sterling	Schwarze	8.4	RB 2010	309
Regenerative Air Sweeper	Sterling	Schwarze	8.4	2011	311
Regenerative Air Sweeper	Sterling /SC8000	Freightliner	8.4	2003	314
Regenerative Air Sweeper	Sterling	Schwarze	8.4	200	315
Mechanical Broom Sweeper	Sterling/SC8000	Elgin Eagle	4	2006	307
Mechanical Broom Sweeper	Sterling/SC8000	Elgin Eagle	4.5	RB 2010	303
Mechanical Broom Sweeper	GMC W5500	Husky	4	2003	302
Mechanical Broom Sweeper	GMC W5500	Husky	4	2003	301
Mechanical Broom Sweeper	Elgin	Pelican	4	RB 2007	310
Mechanical Broom Sweeper	Sterling/SC8000	Freightliner	4.5	2002	312
Mechanical Broom Sweeper	M2	Freightliner	4.5	2008	316