



VILLAGE OF GRAYSLAKE

CONTRACT

PUBLIC WORKS FLEET MAINTENANCE

PLEASE PROCEED TO NEXT PAGE

VILLAGE OF GRAYSLAKE

CONTRACT

Full Name of Bidder Dave's Transmission ("Bidder")
Principal Office Address 1083 S. Corporate Cir, Grayslake, IL 60030
Local Office Address _____
Contact Person _____ Telephone Number 817-223-3216

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

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 C 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 A.

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 A). 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 (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.

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

shall have been given by the insurance company to the Village. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Bidder shall notify Village within thirty

liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal 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 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

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 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

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 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, 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

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.

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 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.

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 _____ day of _____, 2015.

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

Bidder's Name: Dave's Transmission Inc

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

Printed Name: David Feltner

(corporate seal) (if corporation)

Title/Position: Vice - President

Bidder's Business Address: 1083 S Corporate Cir
Grayslake IL 60050

Bidder's Business Telephone: 847-223-3216 Facsimile: _____

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

NAME	TITLE	ADDRESS
<u>Dave Feltner Sr</u>	<u>President</u>	
<u>David Feltner III</u>	<u>Vice - President</u>	
<u>Derrick Feltner</u>	<u>Vice - President</u>	

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 1th day of August, 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



**ATTACHMENT A
SUPPLEMENTARY SCHEDULE OF CONTRACT TERMS**

- I. Project: Public Works fleet maintenance (see Attachment C).
- II. Work Site: See Attachment C.
- 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: April 30, 2016 (See Attachment C)
- 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.

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

**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:

TYPE II INSPECTIONS – LIGHT DUTY TRUCKS	
1. Change Engine Oil and Filters, Run Engine, and Recheck Fluid Level	
2. Pressure Test Coolant System- Check for leaks, Write on Radiator or Reservoir, Date, and what Temperature Anti-Freeze is good to. If not at least 35 degrees, notify Village's Assistant to the Public Works Director	
3. Inspect all belts for proper tension and cracks	
4. Inspect all water, oil, fuels, air hoses and line for cracks, leaks and correct routing.	
5. Visual inspection of air cleaner (Do not pull air cleaner unless replacing). Pull piping from canister and visually inspect.	
6. Inspect air filter piping for holes and cracks	
7. Inspect oil levels in transmission, differential(s) and hydraulic brake systems, fill to proper level, check vent caps on differential(s).	
8. Jack front end up and inspect king pins and bearings for looseness. Check and adjust brakes and grease front end.	
9. Inspect lug bolts and tire wear, record tire pressure.	
10. Inspect U-joints and midship bearings.	
11. Inspect wheel seals and oiler caps for leakage.	
12. Load test and clean batteries. Notify Village's Assistant to the Public Works Director for additional work.	
13. Inspect gauges and instruments.	
14. Inspect all lights including the turn signals, brakes light, four-way flashers, and running lights.	
SUBTOTAL: TYPE II INSPECTIONS -- LIGHT DUTY TRUCKS	\$ 25.00

TYPE II INSPECTIONS – MEDIUM & HEAVY DUTY TRUCKS	
1. Change Engine Oil and Filters, Run Engine, and Recheck Fluid Level	
2. Pressure Test Coolant System- Check for leaks, Write on Radiator or Reservoir, Date, and what Temperature Anti-Freeze is good to. If not at least 35 degrees, notify the Village's Assistant to the Public Works Director	
3. Inspect all belts for proper tension and cracks	
4. Inspect all water, oil, fuels, air hoses and line for cracks, leaks and correct routing.	
5. Visual inspection of air cleaner (Do not pull air cleaner unless replacing). Pull piping from canister and visually inspect.	
6. Inspect ail filter piping for holes and cracks	
7. Inspect oil levels in transmission, differential(s) and hydraulic brake systems, fill to proper level, check vent caps on differential(s).	
8. Jack front end up and inspect king pins and bearings for looseness. Check and adjust brakes and grease front end.	
9. Inspect lug bolts and tire wear, record tire pressure.	
10. Inspect U-joints and midship bearings.	
11. Inspect wheel seals and oiler caps for leakage.	
12. Load test and clean batteries. Notify Village's Assistant to the Public Works Director for additional work.	
13. Inspect gauges and instruments.	
14. Inspect all lights including the turn signals, brakes light, four-way flashers, and running lights.	
15. Inspect low and high idle speeds.	
SUBTOTAL: TYPE II INSPECTION – MEDIUM & HEAVY DUTY TRUCKS	\$ 190.00

TYPE III INSPECTION – MEDIUM & HEAVY DUTY TRUCKS	
1. Complete Type II Inspection	
2. Remove valve covers and reset valve clearance (without engine breaks)	
3. Check timing for correct settings.	
4. Check low and high idle speeds	
5. Service transmission	
6. Replace Fuel Filter	
7. Service differentials	
SUBTOTAL: TYPE III INSPECTION – MEDIUM & HEAVY DUTY TRUCKS	\$ 400

TYPE IV INSPECTION – MEDIUM & HEAVY DUTY TRUCKS	
1. Perform IDOT Official Safety Test Vehicle Inspection Report	
SUBTOTAL: TYPE IV INSPECTION – MEDIUM & HEAVY DUTY TRUCKS	\$ 100.00

(CARRY DOWN UNIT COSTS)

TYPE	UNIT	QUANTITY	UNIT COST	TOTAL
SUBTOTAL: TYPE II INSPECTION - LIGHT DUTY TRUCKS	EA	18	\$ 25.00	\$ 450.00
SUBTOTAL: TYPE III INSPECTION - LIGHT DUTY TRUCKS	EA	3	\$ 150.00	\$ 450.00
SUBTOTAL: TYPE IV INSPECTION - LIGHT DUTY TRUCKS	EA	6	\$ 100.00	\$ 600
SUBTOTAL: TYPE II INSPECTION - MEDIUM & HEAVY DUTY TRUCKS	EA	5	\$ 190.00	\$ 950.00
SUBTOTAL: TYPE III INSPECTION - MEDIUM & HEAVY DUTY TRUCKS	EA	5	\$ 400.00	\$ 2000.00
SUBTOTAL: TYPE IV INSPECTION - MEDIUM & HEAVY DUTY TRUCKS	EA	10	\$ 100	\$ 1000 ⁰⁰
TOTAL CONTRACT PRICE			\$	5450 ⁰⁰

TOTAL CONTRACT PRICE:

Five Thousand Four Hundred Fifty Dollars
(in writing)

and Zero Cents
(in writing)

SPECIAL PROVISIONS OF THE CONTRACT

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the final contractual intent as to the matter involved and shall take precedence in the event of conflict.

1. GENERAL SPECIFICATIONS:

- A. DESCRIPTION OF WORK. The work described in these specifications consists of providing inspection and maintenance services for the Village's Public Works Truck Fleet (Exhibit A to these Special Provisions). The Village's Public Works Truck Fleet is subject to adjustment during the Contract. All routine inspections, maintenance, and repairs shall be performed on-site and in accordance with the specifications, unless an alternate system is established whereby the Contractor picks up the vehicle from the Owner's site, performs the inspection, maintenance, and repair services at the Contractor's site, and delivers the vehicle back to the Owner.
- B. QUALIFICATIONS. Contractor must be able to perform all preventative maintenance inspections and repairs. Contractor shall supply, at the request of the Owner, a list of references demonstrating the required experience necessary to perform the Work. Contractor shall also supply, at the request of the Owner, qualifications of any mechanics that may be performing work on the Public Works Truck Fleet. Contractor must be able to carry in stock the parts necessary for International, GMC, Dodge, Chevrolet, International Trucks, and Ford in order to perform the Work. Contractor shall have the necessary labor and equipment to perform all repairs, including but not limited to engine repairs, brake repairs, welding, fuel pump repairs, electrical work, hydraulic repairs, ect.
- C. CONTROL OF WORK. The Contractor shall closely coordinate all scheduling of Work with the Village's Assistant to the Director of Public Works (847-223-2860).
- a) Work Database. The Contractor shall maintain a database of all preventative work completed in accordance with this contract. The database shall reference the truck type and truck number, date of repair and type of repair completed. The Contractor shall provide a copy of the database in paper form to the Village's Assistant to the Director of Public Works upon request. The Contractor shall notify the Village's Assistant to the Director of Public Works of upcoming scheduled repairs based on the truck's repair history as documented in the database.
- b) Preventive Maintenance Inspections. The Truck Fleet Preventative Maintenance Program will be managed by the Village's Assistant to the Director of Public Works. The Village's Assistant to the Director of Public Works will direct the Contractor to perform the various levels of preventative maintenance inspections based upon the usage of the trucks. Contractor shall pick-up said vehicle to be inspected and deliver the vehicle back to the Owner within the established time period for inspections. Attached to these Special Provisions is a list of the Public Works Department Truck Fleet, detailing light/medium/heavy duty, year & make, and estimated level of preventative maintenance inspections necessary during the year. It should be noted that the quantities detailed within the Schedule of Prices are estimates, and may fluctuate based upon truck mileage and hours throughout the year. The various levels of preventative maintenance inspections are as follows:

TYPE II INSPECTION – LIGHT DUTY TRUCK: This Level of preventative maintenance inspection is to be performed every 3,000 miles or 200 hours, whichever is first, unless otherwise directed by the Village's Assistant to the Director of Public Works.

TYPE III INSPECTION – LIGHT DUTY TRUCK: This level of preventative maintenance inspection is to be performed once a year, prior to the winter snow plow season, unless otherwise directed by the Village's Assistant to the Director of Public Works.

TYPE IV INSPECTION – LIGHT DUTY TRUCK: This level of preventative maintenance inspection, the Official Safety Test, is to be performed once per year in accordance with Section 13-101 in Chapter 95 /2 of the Illinois Revised Statutes and rule established by the Illinois Department of Transportation. A copy of the Illinois Department of Transportation Vehicle Inspection Report is attached hereto and made a part of these specifications.

TYPE II INSPECTION – MEDIUM & HEAVY DUTY TRUCK: This Level of preventative maintenance inspection is to be performed every 6000 miles or 200 hours, whichever is first, unless otherwise directed by the Village's Assistant to the Director of Public Works.

TYPE III INSPECTION – MEDIUM & HEAVY DUTY TRUCK: This level of preventative maintenance inspection is to be performed once a year, prior to the winter snow plow season, unless otherwise directed by the Village's Assistant to the Director of Public Works.

TYPE IV INSPECTION – MEDIUM & HEAVY DUTY TRUCK: This level of preventative maintenance inspection, the Official Safety Test, is to be performed once per year in accordance with Section 13-101 in Chapter 95 /2 of the Illinois Revised Statutes and rule established by the Illinois Department of Transportation. A copy of the Illinois Department of Transportation Vehicle Inspection Report is attached hereto and made a part of these specifications.

The Contract Unit Price for Preventative Maintenance Type II-IV Inspections shall include any adjustments, which must be made, including but not limited to replacing fluids. All fluids, such as oil, brake fluid, power steering fluid, transmission fluid, etc. shall be provided by Contractor.

- c) Preventative Maintenance Reporting. Once the Contractor receives a request for a preventative maintenance inspection, the Contractor shall perform the Work and report the Work performed on the Village of Grayslake Contractor Payment Request Checklist. Contractor shall perform the work as per the line items for the type of inspection requested. Contractor shall check off the work line item performed and denote it OK, Adjust, or Repair.

If an adjustment is required, Contractor shall note the adjustment and any fluid needed to be added (if applicable).

Contractor shall have 3 working days to perform such inspections. If more time is necessary, specific approval must be requested and approved by the Village's Assistant to the Director of Public Works.

IF CONTRACTOR FAILS TO DELIVER VEHICLE WITHIN THE ESTABLISHED TIME PERIOD, A 15% PENALTY WILL BE ASSESSED TO THE BILL FOR SUCH VEHICLE UNLESS A SPECIFIC TIME EXTENSION HAS BEEN AUTHORIZED BY THE VILLAGE'S ASSISTANT TO THE DIRECTOR OF PUBLIC WORKS.

- d) Repairs discovered during Inspection. If a repair is recommended or required during an inspection, Contractor shall describe the recommended repair on the Checklist form and

ATTACHMENT C

estimate the labor and material cost required for the Work to be performed. Contractor shall then notify the Village's Assistant to the Director of Public Works for an authorization to proceed with the recommended repair. Final repair costs should then be completed on the Checklist form. The mechanic's hourly rate for repairs shall be that which is bid in the Schedule of Prices. No repair Work should proceed prior to receiving the Village's Assistant to the Director of Public Works authorization.

Contractor shall list all repair parts used on a particular inspection on the Checklist Form and return the used parts to the Owner if requested. All repair parts to be installed shall be new and of quality. Owner reserves the right to inspect any parts prior to installation.

- e) Unscheduled Repairs. If a repair is discovered by Owner, which is outside of the regularly scheduled inspection rotation for a particular vehicle, the Village's Assistant to the Director of Public Works shall call Contractor to give an estimate of said repair. The Assistant to the Director of Public Works will give the Contractor a Vehicle Maintenance Repair Report to be completed by Contractor. Contractor shall contact the Village's Assistant to the Director of Public Works with the price of said repair and the estimated time of completion prior to any repairs being performed. At the Village's Assistant to the Director of Public Works's discretion, Contractor shall pick-up said vehicle to be repaired and deliver vehicle when completed.
- f) Emergency Repair Call Out. During the Winter Season, a quick response time for repairs is imperative in order to perform emergency snow plowing operations. Contractor shall provide an emergency number in order for the Village's Assistant to the Director of Public Works or his designee to call the Contractor's Mechanic's Hourly Rate for Repairs, as stated within the Schedule of Prices, for responding to the emergency call in a minimum of one (1) hours. If Contractor fails to meet this response time, Contractor shall not be paid the two-hour minimum call-out pay.

D. PAYMENT. Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment, which is allocable to work performed by the Contractor. The Contractor Payment Request Checklist must be thoroughly completed, signed by the Mechanic and the Village's Assistant to the Director of Public Works prior to payment. Once the Assistant to the Director of Public Works has certified as to the completion and quality of the Work performed on the Contractor Payment Request Checklist, payment will be made to the Contractor.

2. CONTRACT TIME. The Contractor shall perform the Work from on or around May 1, 2015 through April 30, 2016. If this Bidder's Proposal is accepted, and upon execution of the Contract Agreement, Bidder will commence the preventative maintenance for the Village of Grayslake's Public Works truck fleet on or about May 1, 2015 ("Commencement Date") and the work will be ongoing until April 30, 2016 ("Completion Date"). At any point after April 30, 2016, this contract may be extended through April 30, 2017, subject to appropriation of funds, upon mutual agreement between the Owner and Contractor. If the Contract is extended through April 30, 2017, upon mutual agreement between the Owner and Contractor, the contract price may adjust at a maximum of 2% after April 30, 2016.

Grayslake Public Works Truck List
Exhibit A

Truck #	Year	Make	Model	Description
1	2015	Ford	F-250	Pick-Up
2	2012	Chevrolet	3500HD	Pick-Up
3	2007	International	7400	2.5 Ton
4	2012	International	7400	2.5 Ton
5	2011	Chevrolet	Silverado 3500	Pick-Up
6	2011	Ford	F-550	1 Ton
7	2010	Ford	F-550	1 Ton
8	2009	International	7400	2.5 Ton
10	2011	Ford	F-550	1 Ton
11	2011	International	7400	2.5 Ton
12	2007	International	4900	Heavy Duty (DT)
13	2005	Chevrolet	Silverado 1500	Pick-Up
20	2006	Ford	Explorer	SUV



August 11, 2015

Dave's Transmission, Inc.
1316 Fairfield Rd.
Round Lake Beach, IL 60073

Re: Public Works Fleet Maintenance

The Village of Grayslake has awarded the contract for **Public Works Fleet Maintenance** to your firm.

Please sign and return the enclosed contract documents along with your 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

LEGAL NOTICE /
PUBLIC NOTICE
VILLAGE OF
GRAYSLAKE
BID NOTICE

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

PUBLIC WORKS TRUCK FLEET MAINTENANCE
Sealed bids for this contract must be received before 11:00 a.m. on April 24, 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 Village of Grayslake reserves the right to accept the bid from the lowest responsible bidder most favorable to the Village, as determined that the Village. The Village also reserves the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify and 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
April 15, 2015 (4404434)

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 April 15, 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 Paula Baltz
Authorized Agent

Control # 4404434

PROPOSAL

VILLAGE OF GRAYSLAKE

CONTRACT FOR

PUBLIC WORKS TRUCK FLEET MAINTENANCE

BIDDER'S PROPOSAL

Full Name of Bidder Dave's Transmission Inc ("Bidder")
 Principal Office Address 1316 N. Fairfield Rd Round Lake Beach IL 60073
 Local Office Address 1082 S. Corporate Cir Grayslake IL 60030
 Contact Person David Felner Telephone 847-223-3216

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 C; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as 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

PROPOSAL

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:

PROPOSAL

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

A. 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.

PROPOSAL

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.

PROPOSAL

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of Two Hundred Seventy Three dollars (\$ 273.00), 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**

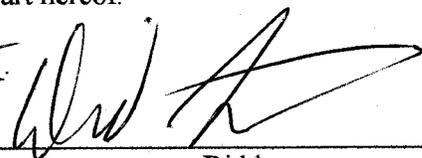
Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

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 17 day of April, 2015.

Attest/Witness:



Bidder

By: _____

By: _____

Title: _____

Title: _____

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

VILLAGE OF GRAYSLAKE
CONTRACT FOR
PUBLIC WORKS TRUCK FLEET MAINTENANCE

BIDDER'S SWORN ACKNOWLEDGEMENT

David Reimer ("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 Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of David's Transmission Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>David Reimer Jr</u>	_____
Vice President	<u>David Reimer III</u>	_____
Secretary	<u>Derrek Reimer</u>	_____
Treasurer	<u>Debbie Reimer</u>	_____

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 _____ day of _____, 20__.

Attest/Witness:

Bidder

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

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

ACKNOWLEDGEMENT

VILLAGE OF GRAYSLAKE

CONTRACT FOR

PUBLIC WORKS TRUCK FLEET MAINTENANCE

BIDDER'S SWORN WORK HISTORY STATEMENT

David Peltner ("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: Automotive Repair

2. **Composition of Work**

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

___ % Federal	___ % As Contractor	___ % Bidder's Forces
___ % Other Public	___ % As Subcontractor	___ % Subcontractors
___ % Private		___ % Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 20 years

ACKNOWLEDGEMENT

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>
_____	_____	_____
_____	_____	_____

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	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

ACKNOWLEDGEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this _____ day of _____, 20__.

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
before me this _____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

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

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:

TYPE II INSPECTIONS – LIGHT DUTY TRUCKS	
1. Change Engine Oil and Filters, Run Engine, and Recheck Fluid Level	
2. Pressure Test Coolant System- Check for leaks, Write on Radiator or Reservoir, Date, and what Temperature Anti-Freeze is good to. If not at least 35 degrees, notify Village's Assistant to the Public Works Director	
3. Inspect all belts for proper tension and cracks	
4. Inspect all water, oil, fuels, air hoses and line for cracks, leaks and correct routing.	
5. Visual inspection of air cleaner (Do not pull air cleaner unless replacing). Pull piping from canister and visually inspect.	
6. Inspect air filter piping for holes and cracks	
7. Inspect oil levels in transmission, differential(s) and hydraulic brake systems, fill to proper level, check vent caps on differential(s).	
8. Jack front end up and inspect king pins and bearings for looseness. Check and adjust brakes and grease front end.	
9. Inspect lug bolts and tire wear, record tire pressure.	
10. Inspect U-joints and midship bearings.	
11. Inspect wheel seals and oiler caps for leakage.	
12. Load test and clean batteries. Notify Village's Assistant to the Public Works Director for additional work.	
13. Inspect gauges and instruments.	
14. Inspect all lights including the turn signals, brakes light, four-way flashers, and running lights.	
SUBTOTAL: TYPE II INSPECTIONS – LIGHT DUTY TRUCKS	\$ 25.00

TYPE III INSPECTION – LIGHT DUTY TRUCKS

1. Complete Type II Inspection

2. Remove valve covers and reset valve clearance (without engine breaks)

3. Check timing for correct settings.

4. Check low and high idle speeds

5. Service transmission

6. Replace Fuel Filter

7. Service differentials

**SUBTOTAL: TYPE III INSPECTION – LIGHT
DUTY TRUCKS**

\$

150.00

TYPE IV INSPECTION – LIGHT DUTY TRUCKS

1. Perform IDOT Official Safety Test Vehicle Inspection Report

**SUBTOTAL: TYPE IV INSPECTION – LIGHT
DUTY TRUCKS**

\$

100.00

TYPE II INSPECTIONS – MEDIUM & HEAVY DUTY TRUCKS

1. Change Engine Oil and Filters, Run Engine, and Recheck Fluid Level

2. Pressure Test Coolant System- Check for leaks, Write on Radiator or Reservoir, Date, and what Temperature Anti-Freeze is good to. If not at least 35 degrees, notify the Village's Assistant to the Public Works Director

3. Inspect all belts for proper tension and cracks

4. Inspect all water, oil, fuels, air hoses and line for cracks, leaks and correct routing.

5. Visual inspection of air cleaner (Do not pull air cleaner unless replacing). Pull piping from canister and visually inspect.

6. Inspect ail filter piping for holes and cracks

7. Inspect oil levels in transmission, differential(s) and hydraulic brake systems, fill to proper level, check vent caps on differential(s).

8. Jack front end up and inspect king pins and bearings for looseness. Check and adjust brakes and grease front end.

9. Inspect lug bolts and tire wear, record tire pressure.

10. Inspect U-joints and midship bearings.

11. Inspect wheel seals and oiler caps for leakage.

12. Load test and clean batteries. Notify Village's Assistant to the Public Works Director for additional work.

13. Inspect gauges and instruments.

14. Inspect all lights including the turn signals, brakes light, four-way flashers, and running lights.

15. Inspect low and high idle speeds.

SUBTOTAL: TYPE II INSPECTION – MEDIUM & HEAVY DUTY TRUCKS

\$ 190.00

TYPE III INSPECTION – MEDIUM & HEAVY DUTY TRUCKS

1. Complete Type II Inspection

2. Remove valve covers and reset valve clearance (without engine breaks)

3. Check timing for correct settings.

4. Check low and high idle speeds

5. Service transmission

6. Replace Fuel Filter

7. Service differentials

**SUBTOTAL: TYPE III INSPECTION
–MEDIUM & HEAVY DUTY TRUCKS**

\$

400

TYPE IV INSPECTION – MEDIUM & HEAVY DUTY TRUCKS

1. Perform IDOT Official Safety Test Vehicle Inspection Report

**SUBTOTAL: TYPE IV INSPECTION –
MEDIUM & HEAVY DUTY TRUCKS**

\$

100.00

(CARRY DOWN UNIT COSTS)

TYPE	UNIT	QUANTITY	UNIT COST	TOTAL
SUBTOTAL: TYPE II INSPECTION - LIGHT DUTY TRUCKS	EA	18	\$ 25.00	\$ 450.00
SUBTOTAL: TYPE III INSPECTION - LIGHT DUTY TRUCKS	EA	3	\$ 150.00	\$ 450.00
SUBTOTAL: TYPE IV INSPECTION - LIGHT DUTY TRUCKS	EA	6	\$ 100.00	\$ 600
SUBTOTAL: TYPE II INSPECTION - MEDIUM & HEAVY DUTY TRUCKS	EA	5	\$ 190.00	\$ 950.00
SUBTOTAL: TYPE III INSPECTION - MEDIUM & HEAVY DUTY TRUCKS	EA	5	\$ 400.00	\$ 2000.00
SUBTOTAL: TYPE IV INSPECTION - MEDIUM & HEAVY DUTY TRUCKS	EA	10	\$ 100	\$ 1000 ⁰⁰
			TOTAL CONTRACT PRICE \$	5450 ⁰⁰

TOTAL CONTRACT PRICE:

Five Thousand Four Hundred Fifty Dollars
(in writing)

and Zero Cents
(in writing)