

CONTRACT

Village of Homewood Leaf Pickup Program

Purchaser: Village of Homewood
an Illinois Municipal Corporation.

Seller/Contractor: Homewood Disposal Service, Inc.

THIS AGREEMENT is made on October 25, 2022 between the Village of Homewood (referred to as the "Village") and Homewood Disposal Service, Inc., its executors, administrators, successors or assigns (referred to as the "Contractor").

For and in consideration of the sum of Twenty Seven Thousand One Hundred and Fifty Dollars (\$27,150.00), the Contractor agrees to provide all labor, materials, and otherwise fully perform all requirements of the Proposal, attached hereto and incorporated herein.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IN WITNESS WHEREOF, the Village and Contractor have executed this contract on the above date.

For the Contractor

Homewood Disposal Service, Inc.

By: _____

Frank Hillegonds, Municipal Manager

ATTEST:

Secretary

For the Village

Village of Homewood

By: _____

Richard A. Hofeld, Village President

ATTEST:

Village Clerk

BID PROPOSAL

HOMWOOD LEAF PICK-UP PROGRAM

BID NO. 22-10PW
BID OPENING DATE: October 11, 2022
BID OPENING TIME: 10:00 A.M.

All bid proposals are conditioned upon the bid instructions and specifications outlined in this bid proposal.

Necessary labor and equipment to collect, haul and dispose of leaves to an I.E.P.A. approved facility.
The leaf collection services shall take place on November 16, November 23 & November 30, 2022.

Total cost per week of
Collection and disposal: \$ 9,050.00

Total cost for **3-week Program**: \$ 27,150.00

OPTION #1

Necessary labor and equipment to collect, haul and dispose of leaves to an I.E.P.A. approved facility.
The leaf collection services shall take place on November 23 & November 30, 2022.

Total cost per week of
Collection and disposal: \$ 12,000.00

Total cost for **2-week Program**: \$ 24,000.00

<p> <u>Frank Hillegonds</u> Name</p> <p><u>Homewood Disposal Service, Inc.</u> Company</p> <p><u>1501 W. 175th St., Homewood</u> Address</p>	<p><u>Municipal Manager</u> Title</p> <p><u>708-798-1004</u> Phone Number</p> <p><u>10.10.2022</u> Date</p>
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ATTACHMENT FOR SIGN OFF BY BIDDER	REQUIRED	NOT REQUIRED
Drug Free Workplace Certification	X	
Equal Employment Opportunity	X	
Hold Harmless Agreement	X	
Insurance Requirements	X	
Prevailing Wage Certification	X	
Compliance With Safety Standards	X	
Sexual Harassment Policy Certification	X	
Blood Borne Pathogens Compliance Certification		X
Authorization To Perform Background Checks		X
Contact Information	X	
Certificate of Authorized Dealer		X
Performance/Payment Bond		x
W-9 Form submitted with proposal	x	

Contract For: Leaf Pick Up Program

Date Due: October 11, 2022 @ 10am

Bid # 22-10PW

DRUG FREE WORKPLACE CERTIFICATION

The bidder shall certify that it will comply with all requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) including but not limited to:

1. Publishing a Statement:
 - A. Notifying the employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the bidder's workplace,
 - B. Specifying the actions that will be taken against employees for violations of such prohibition,
 - C. Notifying the employee that as a condition of employment on such contract or grant, the employee will; 1) abide by the terms of the statement and 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The grantee's or bidder's policy of maintaining a drug free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the Village of Homewood within 10 days after receiving notice under part (2) of paragraph (C) of subsection 14.1 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is convicted, as required by Section 5 of the Illinois Drug Free Workplace Act.
6. Training of personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 15.3.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the bidder's non-compliance with any provision of this equal employment opportunity clause, the Illinois Human Rights Act or the Illinois Department of Human Rights (IDHR) Rules and Regulations for Public Contracts, the bidder may be declared non-responsible, and therefore, ineligible for future contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies provided by statute or regulations.

During the performance of this contract the bidder agrees as follows:

1. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry or other legally protected class; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
2. If it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the IDHR's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonable recruit, and it will hire from each job classification from which employees are hired in such a way that minorities and women are not underutilized.
3. In all solicitation or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, or other legally protected class.
4. It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Human Rights Act and IDHR's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such act and rules and regulations, the bidder will promptly so notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
5. It will submit reports as required by IDHR Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency and in all respects comply with the Illinois Human Rights Act and IDHR Rules and Regulations for Public Contracts.
6. It will permit access to all relevant books, records, accounts and work sites by personnel by the contracting agency and IDHR for the purposes of investigation to ascertain compliance.

HOLD HARMLESS AGREEMENT

The successful bidder shall agree to the fullest extent permitted by law to defend, indemnify and hold harmless the Village of Homewood, its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney fees, which in any way may accrue against the Village of Homewood, its elected and appointed officials, agents and employees, arising in whole, in part, or in consequence of the performance of this work by the Bidder or its employees or subcontractors, or which may in any way result therefrom, except for those injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses caused solely by the acts of the Village of Homewood, its elected or appointed officials, agents or employees. The Bidder shall, at its own expense, appear, defend and pay all attorney fees, costs and other expenses arising therefore or incurred in connection with this hold harmless agreement. If any judgment is rendered against the Village of Homewood, its elected or appointed officials, agents or employees, the Bidder shall, at its own expense, satisfy and discharge the same.

Bidder expressly understands and agrees that any performance bond, payment bond or insurance policy required by this contract or state law shall not limit its responsibility to indemnify, keep and save harmless and defend the Village of Homewood, its elected and appointed officials, agents and employees as herein provided.

INSURANCE REQUIREMENTS

Upon bid award, the bidder shall submit a Certificate of Insurance providing the following coverage:

- 1) Comprehensive General Liability and Excess Liability Insurance for Personal Injury, Property Damage, Contractual Liability, Product/Complete Operations, Premises Operations and Independent Contractor's coverage. Minimum coverage is \$1,000,000.00.
- 2) Workers' Compensation – coverages A and B.
- 3) Automobile Liability insurance including coverage of Uninsured Motorists and Hired/non-owned auto.

The certificate shall name the Village of Homewood and all its officials and employees, elected and appointed, as additional insured and shall include the policy's expiration date. In addition, as part of the contract, the Village of Homewood must receive a minimum of ten days notice upon cancellation of the company's insurance policy.

- 4) The bidder shall not commence work until it provides the certificate of insurance as described above. The bidder shall maintain all such insurance coverage for the term of the contract.

PREVAILING WAGE CERTIFICATION

The bidder shall certify that it will comply with the Illinois Prevailing Wage Act. (830 ILCS 130/1 *et seq.*)

This contract calls for the construction of a "public-work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq* (The "Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer top the Illinois Department of Labor's web site. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

COMPLIANCE WITH SAFETY STANDARDS

The bidder shall certify that it has a written safety policy and agrees to comply with all state and federal regulations pertaining to employee safety, including but not limited to the Federal Occupational Safety and Health Act, EPA and OSHA safety standards, and the Village of Homewood's Safety Policy Manual.

SEXUAL HARASSMENT POLICY CERTIFICATION

The bidder hereby certifies that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

BLOOD BORNE PATHOGENS COMPLIANCE CERTIFICATION

Bidder shall submit a BLOOD BORNE PATHOGEN COMPLIANCE CERTIFICATION statement, certifying that the Bidder is in compliance with OSHA standards for Occupational Exposure to Blood Borne Pathogens, 29 CFR, Part 1910.1030.

AUTHORIZATION TO PERFORM BACKGROUND CHECKS

Personnel assigned by Bidder to perform work at the Village of Homewood shall pass a routine background check to be conducted by the Homewood Police Department prior to commencing work.

Bidder authorizes the Village of Homewood to perform a routine background check on personnel assigned to perform work.

CONTACT INFORMATION

Bidder shall designate a point of contact responsible for day to day contract performance, including the following information:

Frank Hillegonds

Name

Municipal Manager

Title

Homewood Disposal Service, Inc.
1501 W.175th St., Homewood IL 60430

Organization Name/Address

708-798-1004 x237

Office Phone

708-200-2388

Cell Phone

fhillegonds@mydisposal.com

Email Address

AUTHORIZED DEALER CERTIFICATION

The bidder shall certify that it is an Authorized Dealer of the product for which a bid has been submitted, and will provide a bona fide manufacturer's warranty reflecting the Village of Homewood as the original purchaser.

PUBLIC CONSTRUCTION BOND ACT COMPLIANCE

The bidder shall provide a performance/payment bond as required by the Public Construction Bond Act (30 ILCS 550/1 et seq.)

ACKNOWLEDGEMENT OF BID/CONTRACT TERMS

The undersigned, on behalf of the bidder, hereby agrees that all of the provisions marked "required" on page one of this addendum shall be incorporated into their bid as if fully restated therein.

Signature

Frank Hillegonds

Name (Print)

Municipal Manager

Title

Homewood Disposal Services, Inc.

Organization

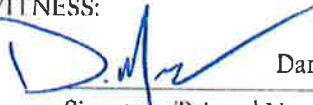
1501 W. 175th St., Homewood IL 60430

Address

10.10.2022

Date

WITNESS:



Dan Merrick, Sales Manager

Signature/Printed Name

10.10.2022

Date





INVITATION TO BID

HOMWOOD LEAF PICK-UP PROGRAM

Applicability

All bids shall be mailed or hand-delivered to the office of the Director of Public Works, Village of Homewood, 17755 Ashland Avenue, Homewood, IL 60430, no later than October 11, 2022 at 10:00 a.m. at which time and place they will be opened and publicly read. No late, phone, fax or emailed bids will be accepted.

All bids whether hand delivered, sent through the mail, or other delivery system shall be submitted in an sealed envelope, marked with the project title, bid number, name and address of the bidder and marked with the note "Bid 22-10PW Enclosed" on the face thereof. All certificates, proposals, etc. must be properly executed and must accompany the bid.

Bids to Remain Open

All bids shall remain open for sixty (60) days after the day of the bid opening, but the Village may, at its discretion, release any bid prior to that date.

Contact Person Regarding Bid

All questions about the meaning or intent of the contract documents shall be submitted to the municipal contact: Public Works Director John Schaefer, (708) 206-3470, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Withdrawing of Bids

No bid may be withdrawn for at least thirty (30) days after the closing time for receipt of bids.

Right to Reject

The Village reserves the right to reject any or all bids. Unless otherwise specified, the Village reserves the right to accept any item in the bid.

Default

In case of default by the vendor, the Village of Homewood will hold such vendors responsible for any excess cost caused by the vendor. The Village of Homewood may procure the articles or services from other sources and may deduct from the unpaid balance due the vendor and the prices paid by the Village of Homewood will be considered the prevailing market price at the same time such purchase is made.

Price

All prices must be submitted on the enclosed Bid Proposal form. An authorized officer or individual of the company submitting the bid must sign the proposal. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections made; however, the person signing the proposal must initial all corrections in ink. The Village is exempt from the payment of city, State of Illinois and Federal excise tax. These taxes must be excluded from all prices. All prices are F.O.B. Homewood, Illinois.

Award of Contract

The Village reserves the right to reject any and all bids, to waive any and all informalities, and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive, or conditional bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In case of error in extending the total amount of the bid, the unit prices will govern.

In evaluating bids, the Village shall consider the qualifications of the bidders, whether or not bids comply with the prescribed requirements and unit prices if requested in the bid forms.

The Village may conduct such investigation as the Village deems necessary to assist in the evaluation of the bid. If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by the Village indicates to the Village that the award will be in the best interest of the project.

Contract Time

The contract or agreement for the Homewood Leaf Pick-up program may be terminated in whole or in part by the Village of Homewood following a thirty (30) day notification period and by the Contractor following a sixty (60) day notification period.

Renewal of Contract

Upon written agreement of both parties no later than June 1, 2020, and 2021, the contract may be renewed by the Village of Homewood for a period of one successive year under the same terms and conditions as in the original contract subject to approval by the Village Board. The contract unit prices may be changed for the renewal periods with ***Price Adjustments Based on the Consumer Price Index***. The total number of renewal years permitted shall not exceed two (2).

Price Adjustments Based on the Consumer Price Index

The contract unit prices shall remain firm for the first twelve (12) months of the contract term. The unit prices for the contract renewal period shall be used on the movement of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U). The contract unit prices shall be changed by the Village of Homewood in an amount equal to the percentage of movement of the CPI-U for "All items" for the twelve-month period ending in the month of January of each contract year.

BID PROPOSAL / CONTRACT FORMS

The Bid form is attached hereto. Bid forms must be completed in ink or by typewriter. The bid price of each item on the form must be stated clearly. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature. The bid shall contain an acknowledgment of receipt of any addenda (the numbers of which shall be included on the Bid Form). The address to which communications regarding the bid are to be directed must be shown.

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

A. SCOPE OF WORK:

It is the intent of these specifications to describe the minimum requirements for the provision of contractual leaf pickup services for the Village of Homewood. The Village seeks to secure the services of a private scavenger service to pickup pre-bagged leaves placed at curbside by residents of Homewood.

For the purposes of the leaf pickup program the residential area of the Village of Homewood is as shown on the attached map.

B. WORK HOURS:

Leaves shall be placed in 30 gallon biodegradable paper bags and placed at curbside by residents of Homewood. Contractor shall only collect leaves, NO brush, branches and/or grass shall be collected under this contract. Any bags containing such items shall be left at curbside.

Curbside leaf pickup service is to be provided to all residential areas of the Village, and is to follow pre-established residential refuse pickup schedules. The contractor shall collect the bagged leaves on a weekly basis for a three-week period to begin November 16, November 23 & November 30, 2022.

C. DISPOSAL OF LEAVES:

Collected leaves shall be hauled to and disposed of at an I.E.P.A. approved disposal facility. The quoted price shall include all disposal fees.

D. COMPLETION OF JOB:

The contractor shall furnish and use sufficient numbers of personnel and equipment to properly complete leaf collection in all residential areas of the Village within one week. Trucks shall be covered or enclosed (such as refuse packers) so as to prevent spillage during transport.