

VILLAGE OF DOWNERS GROVE
Report for the Village
2/17/2026

SUBJECT:	SUBMITTED BY:
Award of Contract - Debris Hauling Services	David Moody Director of Public Works

SYNOPSIS

A motion has been prepared to authorize a contract for the provision of debris hauling services to S. Schroeder Trucking Inc. of Montgomery, Illinois in the amount of \$169,000.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2025-2027 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY26 Budget includes a total of \$154,088 for this contract. There are sufficient funds available to cover the expenses above the budgeted amount.

- \$77,044.00 in the Storm Water Fund
- \$77,044.00 in the Water Fund

RECOMMENDATION

Approval on the February 17, 2026 consent agenda.

BACKGROUND

The contract amount is based on the hauling and disposal of approximately 450 loads of debris required for Public Works street, storm water and water utility system maintenance. The contract to provide debris hauling was competitively bid for 2026 with three bids received as summarized in the bid tabulation below.

Service Provider	Bid Price
S. Schroeder Trucking, Montgomery, Illinois	\$169,000.00
Utility Transport, Oak Forest, Illinois	\$192,950.00
Gayton Enterprises LLC, Algonquin, Illinois	\$308,750.00

S. Schroeder Trucking Inc. held the debris hauling contract for the Village in 2025 and has completed satisfactory work. S. Schroeder has also received positive feedback from the Village of Lombard.

ATTACHMENTS

Contract
Contractor Evaluation



CALL FOR BIDS

- I Name of Company Bidding: S. Schmeder Investing Inc
- II. Instructions and Specifications:
- A. Bid No.: CFB-8-0-2026/JV
 - B. For: DEBRIS HAULING SERVICES
 - C. Bid Opening Date/Time: January 30, 2026 @ 10:00am
 - D. Pre-Bid Conference Date/Time: N/A
- III. Required of All Bidders:
- A. Bid Deposit: N/A
 - ☒ B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- ☒ A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: Yes

Legal Advertisement Published:
 Date Issued: January 16, 2026
 This document comprises 34 pages

Submit Bid **ELECTRONICALLY** through DemandStar or return **ORIGINAL** and a **digital pdf version** on one (1) USB flash drive in a sealed envelope marked with the Bid Number as noted above to:

JOHN VALENTI
 ASSISTANT DIRECTOR OF PUBLIC WORKS - UTILITIES
 VILLAGE OF DOWNERS GROVE PUBLIC WORKS
 5101 WALNUT AVE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5461
 FAX: 630/434-5495

www.downers.us

CALL FOR BIDS**Bid No.:**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the, Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

ELECTRONIC BIDDING

The Village of Downers Grove is now accepting bids submitted electronically. All bidders must be registered with DemandStar in order to access bid documents and submit an electronic bid. If you are not registered, a free agency subscription to the Village of Downers Grove account is available by going to www.demandstar.com/register.rsp. If you are registered with DemandStar, but subscribed to another agency, you do not need to modify your subscription. The Village maintains an Open Access account whereby all bidding information and e-bidding capabilities are accessible under any subscription plan. Incomplete submittals may be rejected as non-responsive. Infrequent or first-time users of electronic bidding are encouraged to upload their bid responses at least 24 hours prior to bid opening. The Village is not responsible for submittal errors or incomplete bid submissions. For technical issues or concerns, bidders may contact DemandStar Supplier support directly at hello@demandstar.com or at 866-273-1863. All bids must be received prior to the Due Date and Time set forth above and on the cover page of this document. Bid Opening will be conducted in person at where all bids received will be publicly opened and read aloud immediately following the Due Date and Time. Bidders, their authorized agents, and interested parties are invited to join.

SPECIFICATIONS MUST BE MET AT THE TIME THE BID IS DUE.

The Village Council reserves the right to accept or reject any and all Bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

I. CALL FOR BIDS

II. TERMS & CONDITIONS

III. DETAILED SPECIFICATIONS

IV. BID/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

CALL FOR BIDS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS CALL FOR BIDS.
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: ED LEWANDOWSKI, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

2. PREPARATION OF BID

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall

be written with ink.

2.4 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.5 All costs incurred in the preparation, submission, and/or presentation of any Bid including any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

2.6 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. PRE-BID CONFERENCE

3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Mandatory" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

3.3 No Contract Documents will be issued after a mandatory pre-bid conference except to attendees.

4. SUBMISSION OF BID

4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Agent.

4.2 A bid deposit may be required, the amount of which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in the Bid and

according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place indicated above.

5. MODIFICATION OR WITHDRAWAL OF BID

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the Bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the Bid opening, by a letter bearing the signature of the person authorized for submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

6. REJECTION OF BIDS

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

7. COMPETENCY OF BIDDER

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default or breach upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. DISQUALIFICATION OF BIDDERS

8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.

8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.

8.1.2 Evidence of collusion among Bidders.

8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.

8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.

8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.

- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
 - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
 - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;
 - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.
 - 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, if applicable.

9. BASIS OF AWARD

- 9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.
- 9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. AWARD OF CONTRACT

- 10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (the credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder)

11. RETURN OF BID DEPOSIT

- 11.1 The bid deposit of all except the three (3) lowest responsive Bidders on each contract will be returned within fifteen (15) calendar days after the opening of Bids. The remaining bid deposits of each Bidder will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

- 13.1 The awarded contractor, within ten (10) calendar days after acceptance of his Bid by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Agent. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision that guarantees faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Bidder.**

14. TAX EXEMPTION

14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected vendor.

15. RESERVED RIGHTS

15.1 The Village reserves the right to waive irregularities and informalities, sections to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

17. TRADE NAMES/SUBSTITUTIONS

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

I. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

- 19.1 The Bidder is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. INSPECTION

- 20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

21. DELIVERIES

- 21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

22. SPECIAL HANDLING

- 22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

23. COMPLIANCE WITH OSHA STANDARDS

- 23.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

24. CERCLA INDEMNIFICATION

- 24.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

- 24.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements

can be met.

25. BUY AMERICA

25.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

26. CAMPAIGN DISCLOSURE

26.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

26.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

26.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

26.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

27. BACKING PRECAUTIONS

27.1 Any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS

28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department.

29. COPYRIGHT/PATENT INFRINGEMENT

- 29.1 The Bidder agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

30. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 30.1 To the fullest extent permitted by law, the Bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Bidder, its employees, or its subcontractors, and the Bidder shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Bidder, its employees, or its subcontractors.

31. NONDISCRIMINATION

- 31.1 Bidder shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Bid, the Bidder certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.
- (c) It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 *et seq.*, The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 *et seq.*, and The Americans with Disabilities Act, 42 U.S.C. Sec. 12101 *et seq.*

32. SEXUAL HARASSMENT POLICY

- 32.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

33. EQUAL EMPLOYMENT OPPORTUNITY

- 33.1 In the event of the Bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Bidder may be declared ineligible for future contracts or subcontracts 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 such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Bidder agrees as follows:
 - 33.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; 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 underutilization.
 - 33.3 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 33.4 That, in all solicitations 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, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
 - 33.5 That 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 Illinois Human Rights Act and the Department's Rules and Regulations. 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 the

Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 33.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 33.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 33.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

34. DRUG FREE WORK PLACE

Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 34.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or bidder's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 34.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 34.3 Providing a copy of the statement required by subparagraph .1 above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice

under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.

- 34.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 34.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 34.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

35. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 35.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Bidder agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Bidder agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

36. PATRIOT ACT COMPLIANCE

- 36.1 The Bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Bidder further represents and warrants to the Village that the Bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

37. INSURANCE REQUIREMENTS

- 37.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 37.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 37.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 37.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 37.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 37.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents.

Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.

- 37.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Contract pursuant to its terms.
- 37.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 37.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 37.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 38. SUBLETTING OF CONTRACT**
- 38.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from his obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

39. TERM OF CONTRACT

- 39.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions sections.

40. TERMINATION OF CONTRACT

- 40.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 40.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

41. BILLING & PAYMENT PROCEDURES

- 41.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 41.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

41.3 If this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

41.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 850 Curtiss St., Downers Grove, IL 60515.

42. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE

42.1 The relationship between the Village and the Bidder is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

43. STANDARD OF CARE

44.1. Any services performed by Bidder under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinions, and documents or otherwise.

44.2 If the Bidder fails to meet the foregoing standard, Bidder will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Bidder’s failure to comply with the above standard and reported to Bidder within one (1) year from the completion of Bidder’s services for the Project.

44. SUCCESSORS AND ASSIGNS

44.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Bidder will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

45. WAIVER OF CONTRACT BREACH

45.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

46. CHANGE ORDERS

46.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

46.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

47. SEVERABILITY OF INVALID PROVISIONS

47.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

48. GOVERNING LAW AND VENUE

48.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

49. NOTICE

49.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
850 Curtiss St.
Downers Grove, IL 60515**

And to the Bidder as specified on the Contract Form.

50. AMENDMENT

50.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

51. COOPERATION WITH FOIA COMPLIANCE

51.1 Contractor acknowledges that the Freedom of Information Act does apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 *et seq.*

52. COPYRIGHT or PATENT INFRINGEMENT

52.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit,

claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

53. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- 53.1 Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.

II. DETAIL SPECIFICATIONS

Intent

The intent of this Call for Bid is to solicit sealed bids from reputable contractors who are capable of providing specified debris hauling within the Village of Downers Grove (hereafter Village). This bid is open to all contractors actively engaged in supplying debris hauling services as specified herein.

Scope of Work

DEBRIS HAULING – Work shall be performed during a mutually agreed upon time by the Village and the contractor. The debris to be removed and disposed of includes dirt, construction spoils, broken concrete and asphalt generated in the course of the Village's Water and Streets Divisions normal operations, including the repair of water main breaks and service leaks, valve and fire hydrant repairs, storm sewer repairs, drainage ditch shaping, and catch basin and manhole repair and replacement. **It does not include hazardous materials or street sweepings.**

Testing & Certification

The Village will test and certify the stock piles to be hauled to the CCDD facility which will include all IEPA certifications (LPC-662 or LPC-663) forms, attachments and information used as basis for certification.

Bid Item Definitions

1. **Uncontaminated Soil** – This is primarily dirt and/or clay, comingled with stone, concrete or asphalt that are not from sites of known contamination. Soils will include **Form LPC 663 Certification**.
2. **Broken Concrete** – This is primarily broken pieces of concrete, but contain up to 5% foreign materials such as dirt or stone.
3. **Broken Asphalt** – This is primarily broken pieces of asphalt, but contain up to 5% foreign materials such as dirt or stone.
4. **Hard to Handle Dirt, Spoils & Waste** - Periodically, the debris & spoils are such that they can not be easily separated or could be considered waste or loads could be refused by the primary dump site and have to be hauled to a landfill.
5. **Snow Hauling** – Occasionally the Village needs assistance with the hauling of snow in our downtown area at an hourly rate per semi-truck. **Snow hauling operation can take place at any time within a 24 hour period 7 days a week.**

CCDD Facilities

All soils will be managed at permitted CCDD facilities from the Village stockpile. Soils have been managed at the following CCDD facilities in the past.

- Reliable Lyons CCDD, 4226 Lawndale Ave, Lyons, IL 60534
- Hanson Material Service, 125 N Independence Blvd, Romeoville, IL 60446
- Elmhurst Chicago Stone Co, 351 Royce Rd, Bolingbrook, IL 60490
- Bluff City Materials, 1245 Gifford Road, Elgin, IL 60120
- Vulcan Materials, 5500 Joliet Rd, McCook, IL 60525

The contractor shall consult with these facilities on hauling all CCDD generated materials prior to

submitting their bid. No additional compensation will be allowed for hauling to any other facilities, for any reason, unless none of the above listed facilities will accept the material. Should the contractor wish to haul material to an alternate facility, the name, location and contact information for the proposed facility shall be submitted to the Village for evaluation, a minimum of five (5) calendar days prior to submission of a bid. By submitting a bid, contractor agrees that at least one (1) of the above listed facilities will accept the material and shall be used for disposal of all CCDD, unless otherwise determined to be non-hazardous special waste.

Pricing

1. Quantities on bid tab are listed as semi-loads. One semi-load is defined as having an approximate capacity of 20 tons.
2. Quantities on bid tab are estimates. Actual quantities may vary.
3. The price provided on the bid tab for each semi-load is to include any disposal costs as well as all other costs incidental to performing the specified hauling/disposal services. The Village will not pay waiting charges assessed by the contractor. The Village will do its best to work with the contractor to load each truck within a normal loading time frame, and the contractor will do their best to provide trucks at intervals where waiting times will not be excessive.

Location

Debris for hauling and disposal will be picked up at the Village transfer site located at 2700 Curtiss Street, Downers Grove, IL.

Screening of Loads

The Village will screen each truck-load of material on-site, using a PID or other acceptable method. If said screen indicates levels that will be unacceptable for disposal at a CCDD facility (typically greater than 0.0 or daily background levels, as acceptable to the receiving CCDD facility), the material shall be quarantined on-site for further evaluation. If material is rejected at the CCDD facility, it shall be returned to the transfer site and quarantined for further evaluation. No additional compensation shall be allowed for returning a rejected load back to the project site. Should it be determined by the Village or Village's agent that the material is not suitable for disposal in a CCDD facility, the contractor shall be responsible for properly disposing of the material at an acceptable landfill, and providing the Village with all of the proper paperwork to document the material disposal with the IEPA.

Loading

1. A Public Works equipment operator and necessary equipment will be on site to load the debris. The Village equipment will be a John Deere 624 High lift with a 3 cubic yard bucket.
2. It will be the responsibility of the contractor to ensure that an overweight truck does not leave the Village. The Village will not be responsible for any fines or penalties incurred by the contractor as a result of overweight vehicle. No reimbursement shall be made by the Village for costs incurred by the contractor in obtaining overweight permits.

Disposal

1. The ultimate disposal site(s) must be an approved Illinois Environmental Protection Agency (IEPA) landfill meeting all governmental regulations to accept the type of debris

delivered. The successful contractor will be responsible for the legal disposal of all debris and complying with all applicable Federal, State, City and other local governmental or agency laws currently in effect or amended, or enacted during the term of the contract.

2. Each bidder must submit complete proof to the Village showing that either by title, lease or agreement, the proposed ultimate disposal site(s) (landfill), may be used during the contract period for the purpose of disposing of the debris received by the contractor from the Village. Such title, lease or agreement must be proven free from encumbrance, limitation, or restrictions which might prevent the use of the property for the purposes of this contract.

Permits

The contractor must possess at the time of the bid opening, all applicable Federal, State, City and other local governmental or agency required permits, licenses, vehicle sticker and certificates as may be necessary to legally perform its obligations under this contract. All permits, licenses, vehicle stickers and certificates must be kept current during the term of this contract. No reimbursement shall be made for any permits, licenses, vehicle sticker and certificates.

Invoicing

The Village will issue a purchase order to cover all hauling and disposal for this contract. The Contractor will be responsible to invoice directly for payment. Applications for payment must include hauling tickets.

Contract Administration: After award of contract, all questions in regard to the administration of this contract will be directed to the Contract Administrator, the Director of Public Works, or their designee, who is responsible for the monitoring and verifying of work completed for payment under this contract. This will include directions as to the way in which the work is to be carried out.

Contractor's Representatives: The contractor shall provide and have a competent supervisor available to resolve issues with the contractor's employees at all times, who shall have full authority to act for the contractor and to receive and execute requests from the Contract Administrator. Any instructions given to such supervisor executing work for the contractor shall be binding on the contractor as though given to the contractor personally. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential personal injury or safety hazards. The contractor's supervisor must be proficient in the use of and interpretation of the English language.

Contractor Qualifications: All bidders will be required to demonstrate their qualifications by submitting the following information with their sealed bid:

- ✓ List of at least five (5) previous and/or current customers under contract for excavating debris hauling and a description of work performed;
- ✓ List of equipment that will be dedicated to performing services to the Village; and
- ✓ Any additional evidence that the Bidder is adequately prepared to fulfill this contract.

General Notes: Bidders must completely familiarize themselves with the specifications in this bid document. The contractor shall furnish all equipment and manpower necessary to handle the debris hauling and supply of crushed limestone in a timely and safe manner, at the bid prices as stated on the *Bid/Contract Form*.

Work Hours: The contractor shall work the same hours as the Public Works Department unless other arrangements are agreed upon ahead of time. The Department's current hours are 7:00 a.m. to 3:30 p.m., Monday through Friday.

Right to Change Scope of Work: Due to budget constraints, the Village reserves the right to add or delete from the contract as required. No adjustments in contract unit prices or additional compensation will be made for alteration in the quantities or services from the contract. The quantities identified are estimates only and may be altered.

Safety: The contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The contractor shall abide by all EPA and OSHA safety standards and regulations. **The Village is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies and site safety.**

The contractor upon his receipt of instructions from the Contract Administrator, to discontinue such practice shall, immediately discontinue any practice obviously hazardous in the opinion of the Contract Administrator.

The contractor at all times during the life of this contract shall observe and abide by all Federal, state and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction.

Payment for Services: Payment for services will be made in accordance with the costs as listed on the *Bid/Contract Form*.

Operation Standards: All debris hauling operations will be done following the standards outlined below:

- The contractor will perform all work in a manner that minimizes road hazards for the motoring public. All reasonable precautions will be taken to protect public and private property, such as sidewalks, pavement, lawns, fences, bushes, trees, shrubs, buildings, and other property from undue damage. If the Contract Administrator determines that contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Village at the contractor's expense.
- All accidents occurring on the job which damage public or private property, or result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Village's Police Department at 630-434-5600, and to the Public Works Department at 630-434-5460.

III. BID/CONTRACT FORM

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

BIDDER:

S. Schroeder Trucking Inc.

Company Name

1355 Bohr Ave.

Street Address of Company

Montgomery, IL 60538

City, State, Zip

630-279-2999

Business Phone

630-801-1964

Fax

Date: 1/29/2026

SST278@sbglobal.net

Email Address

Scott Schroeder

Contact Name (Print)

630-546-7492

24-Hour Telephone



Signature of Officer, Partner or
Sole Proprietor

Scott Schroeder President

Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

BID/CONTRACT FORM (Continued)

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Contract Term: **Award Date to December 31, 2025**

Bid Item	Item (Hauling and Disposal)	Estimated Quantity (Truckloads)	Per Truckload Unit Cost (Including Dump Fees)	Total (Truckloads x Per Truckload Unit Cost)
1	Uncontaminated Soil	250	\$ 325.00	\$ 81,250.00
2	Broken Concrete	25	\$ 175.00	\$ 4,375.00
3	Broken Asphalt	25	\$ 335.00	\$ 8,375.00
4	Hard To Handle Dirt, Spoils & Waste	150	\$ 500.00	\$ 75,000.00
			TOTAL NET BID \$ 169,000.00	

Line Item	Equipment Item	Unit Price (per hour)
1	18 Cubic Yard Dump Truck (Hourly Rate)	\$ 135.00

MUNICIPAL REFERENCE LIST

Municipality: Village of Glendale Hts.
 Address: 300 Civic Center Plaza Glendale Hts. IL 60139
 Telephone # 630-260-6040
 Contact Name Mike

Municipality Village of Lombard
 Address: 355 E. Wilson Lombard IL 60148
 Telephone # 630-680-5700
 Contact Name Jason

Municipality: Downers Grove Sanitary
 Address: 2710 Curtiss St. Downers Grove IL 60515
 Telephone # _____
 Contact Name Michelle

Municipality: Village of Carol Stream
 Address: 500 N. Gary Ave. Carol Stream, IL 60186
 Telephone # 630-665-7050
 Contact Name Body

Municipality: Wayne Township
 Address: 27W031 North Ave West Chicago IL 60185
 Telephone # 630-231-7140
 Contact Name Martin

Municipality: City of Elmhurst
 Address: 200 N York St. Elmhurst IL 60126
 Telephone # 630-530-3000
 Contact Name _____

Municipality Village of Addison
 Address: 1 Friendship Plaza Addison, IL 60101
 Telephone # 630-543-3000
 Contact Name John

Municipality City of Des Plaines
 Address: 1420 Minor St. Des Plaines IL 60016
 Telephone # 847-591-5300
 Contact Name _____



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: S. Schroeder Trucking
 ADDRESS: 1355 Bohr Ave.
 CITY: Montgomery
 STATE: IL
 ZIP: 60538
 PHONE: 630-279-2999 FAX: 630-801-1964
 TAX ID #(TIN): 36-3459805

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

Individual	Limited Liability Company – Member-Managed
Sole Proprietor	Limited Liability Company - Manager-Managed
Partnership	Medical
Corporation	Charitable/Nonprofit
Government Agency	

SIGNATURE: _____

DATE: 1-26-26

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to DEAN 7 HALLWAY ^{STELIA} Bidder [Signature] hereby certifies
(Name of Project) (Name of Bidder)

the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. This record shall be sent to the Illinois Department of Labor no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. The records must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate

BIDDER'S CERTIFICATION (page 2 of 3)

Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BY: _____

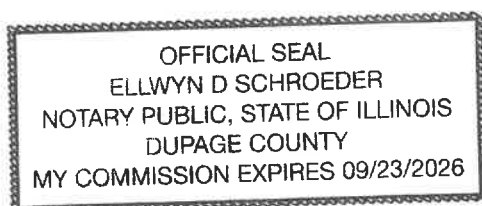
Bidder's Authorized Agent Signature

36-3459805

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____

Social Security Number



Subscribed and sworn to before me

this 29th day of January 20 26

Ellwyn D Schroeder
Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of S. Schroeder Trucking Inc., and the full names of its Officers are as follows:

President: Scott Schroeder

Secretary: Scott Schroeder

Treasurer: Scott Schroeder

and it does have a corporate seal. (In the event that this Bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Limited Liability Company (LLC)

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

BIDDER'S CERTIFICATION (page 3 of 3)

(c) Partnership

Names and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the state of _____.

(d) Sole Proprietor

The Bidder or Supplier is a Sole Proprietor whose full name is: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the state of _____.

6. Are you willing to comply with the Village's preceding insurance requirements within 10 days of the award of the contract? **(YES)** NO (circle one)

INSURER'S NAME Acuity Insurance

AGENT Assured Partners / Doug Gibson

Street Address 25 Northwest Point Blvd

City, State, Zip Code Elk Grove Village IL 60007

Telephone Number 847 758-1000

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: S. Schroeder Trucking Inc.

Print Name and Title of Authorizing Signature: Scott Schroeder President

Signature: [Signature]

Date: 1-29-26

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: S. Schroeder Trucking Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

Union 673 Local

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Scott Schroeder Pres
 Signature: [Signature]
 Date: 1-29-26

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature Scott Schroeder

Company Name S. Schroeder Trucking Inc.

Title President

Date 1-29-24

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name: S. Schroeder Trucking Inc.
Address: 1355 Bohr Ave.
City: Montgomery Zip Code: 60538
Telephone: (630) 279-2999 Fax Number: (630) 801-1964
E-mail Address: SST 278@sbglobal.net
Authorized Company Signature: [Signature]
Print Signature Name: Scott Schroeder Title of Official: President
Date: 1-29-26

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

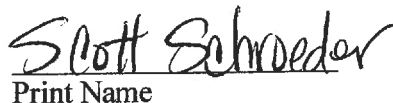
Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature


Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) S Schroeder Trucking, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 1355 Bohr Avenue		
6 City, state, and ZIP code Montgomery IL 60538		Requester's name and address (optional)
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
3	6			-	3	4	5	9	8 0 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
		12/23/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Bond Number 2644939

Performance Bond – Multi Year Contracts

KNOW ALL MEN BY THESE PRESENTS, that we, S Schroeder Trucking, Inc. as Principal, (hereinafter called the "Principal"), and West Bend Insurance Company as Surety, (hereinafter call the "Surety"), are held firmly bound unto, Village of Downers Grove as Oblige, (hereinafter called the "Obligee"), in penal sum of One Hundred and Forty-Six Thousand Seven Hundred and Fifty Dollars and Zero Cents Dollars (\$ 146,750.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written contract with the Oblige, dated 04/15/2025 (hereinafter called the "Contract"), which Contract is incorporated herein by reference for the work described as Debris Hauling Services and,

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Oblige for any and all loss that the Oblige may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 04/15/2025 and expiring on 04/15/2026, unless released by the Oblige prior thereto. However, the term of this bond may be extended for an additional one-year period(s) by the issuance of a Continuation Certificate by the Surety.
2. The Liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the bond amount set forth above or in any additions, riders or endorsements properly issued by the Surety.
3. Non-renewal by the Surety nor failure of the Principal to provide the Oblige with a replacement bond shall not constitute default under this bond.
4. In the event the Principal shall be declared by the Oblige to be in default under the Contract, the Oblige shall provide the Surety with a written statement setting forth the particular facts of said default no later that thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the following address: PO Box 620976, Middleton, WI 53562.
5. The Surety will have the right and opportunity, at its option, and in its discretion, to: a.) cure the default; b.) assume the remainder of the Contract to perform or sublet same; c.) or to tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
6. The Oblige's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.

Signed and Sealed this 15th day of April 20 25

Principal:

S Schroeder Trucking, Inc.

By: [Signature] (SEAL)

Name Typed: _____ Title _____

Witness:

[Signature]

Surety:

West Bend Insurance Company

By: [Signature] (SEAL)

Name Typed: PAUL PRAXMARER, Attorney-In-Fact Title _____

Witness:

[Signature]

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.

NB 0585 01 25

Page 1 of 1

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com



Bond Number 2644939

Payment Bond – Multi-Year Contracts

KNOW ALL MEN BY THESE PRESENTS, that we, S Schroeder Trucking, Inc. as Principal, (hereinafter called the "Principal"), and West Bend Insurance Company as Surety, (hereinafter call the "Surety"), are held and firmly bound unto, Village of Downers Grove as Obligee, (hereinafter called the "Obligee"), in the amount of One Hundred and Forty-Six Thousand Seven Hundred and Dollars (\$46,750.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written contract with the Obligee, dated 04/15/2025 (hereinafter called the "Contract"), which Contract is incorporated herein by reference for the work described as Debris Hauling Services

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the conditions outlined on page two of this bond.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 04/15/2025 and expiring on 04/15/2026, unless released by the Obligee prior thereto. However, the term of this bond may be extended for an additional one-year period(s) by the issuance of a new bond or a continuation certificate by the Surety.
2. Non-renewal by the Surety or failure of the Principal to provide the Obligee with a replacement bond shall not constitute default under this bond.
3. The Liability of the Surety under this bond and all bonds or continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the bond amount set forth above or in any additions, riders or endorsements properly issued by the Surety.
4. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.

Signed and Sealed this 15th day of April 20 25

		Principal:	
		<u>S Schroeder Trucking, Inc.</u>	
Witness:		By:	(SEAL)
		Name Typed: _____	Title
		Surety:	
		<u>West Bend Insurance Company</u>	
Witness:		By:	(SEAL)
		Name Typed: <u>PAUL PRAXMARER</u> , Attorney-In-Fact	Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.

CONDITIONS

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.



Bond No. 2644939

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

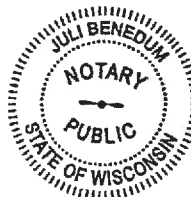
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 15th day of April, 2025



Christopher C. Zwygart
Christopher C. Zwygart
Secretary



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)
)
 County of Cook) SS

On this 15th day of April, 20 25, before me appeared Paul F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires


 Notary Public

December 7, 20 27 County of Dupage, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



**VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS**

ADDENDUM NO. 1

FOR

**CFB-8-0-2026/JV: DEBRIS HAULING SERVICES 2026
January 28, 2026**

QUESTION AND ANSWERS:

1. Question: What is the current equipment being used to haul the material from the current hauler?

Answer: Semis are being used with an approximate capacity of 20 tons

2. Question: Who is the current hauler for this service?

Answer: The contract has ended, but the previous hauler was S. Schroeder Trucking, Inc.

3. Question: Is there a scale present on site to weigh the material?

Answer: No.

4. Question: Do the approved facilities that are listed in the proposal currently charge a disposal rate? If so, what is the rate?

Answer: Bidders would have to call these facilities for current pricing.

5. Question: Is the Village open to other facilities that meet the criteria for disposing the material or does it have to go to the facility that are listed in the proposal?

Answer: See the bottom of page 20 and the top of page 21 of the CFB.

6. Question: Please provide the average time to load the material onto the equipment.

Answer: This should take 10 to 15 minutes to load. Please see page 21 of the document titled Loading.

7. Question: Do we need to call ahead when we are on our way to pick up the material? Or is there a designated person who will be present all day?

Answer: Two Public Works Staff will be present all day to load . We usually schedule the hauling a couple days in advance starting at 7am till about 3 or 3:15pm Monday through Friday when needed.

8. Question: Are these live loads or do we need to drop a container and pick it up?

Answer: These will be live loads. The Village will not be loading drop containers.

The Acknowledgement of Receipt of Addendum for this addendum MUST be included in the bid package. Bid packages not including signed Acknowledgement Sheets may be REJECTED.

**End of Addendum No. 1
January 28, 2026**

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

PROPOSAL/BID: DEBRIS HAULING SERVICES 2026

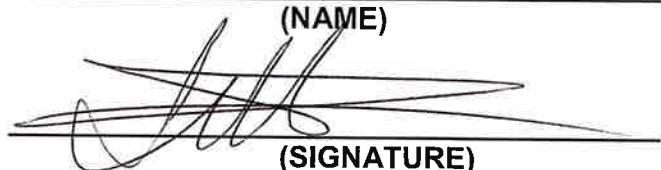
PROPOSAL/BID NUMBER: CFB-8-0-2026/JV

PROPOSAL/BID OPENING: Jan 30, 2026 10:00 am (CST)

ADDENDUM NO.: 1

PROPOSER/BIDDER: S. Schroeder Truck & Inc

ADDRESS: 1355 Bohr Ave Montgomery, IL
60538

RECEIVED BY: _____
(NAME)


(SIGNATURE)

DATE: 1-29-26



Village of Downers Grove

Contractor Evaluation

Contractor: S. Schroeder Trucking

Project: Debris Hauling Services

Primary Contact: Scott Schroeder Phone: 630-774-3484

Time Period: 2025

On Schedule (allowing for uncontrollable circumstances) ☒ Yes ☐ No

Provide details if early or late completion: Hauling away spoils from the Village transfer site.

Change Orders (attach information if needed): None

Difficulties / Positives: S. Schroeder preformed hauling from the transfer site in 2025. They were very easy to schedule and would haul as many loads in an 8 hour period for several days. Would contact me at the end of each day to inquire about hauling for the next day. Paperwork was in order and invoicing was prompt.

Interaction with public: No Interaction with public. Interaction with Public Works staff:

☒ Excellent ☐ Good ☐ Average ☐ Poor

No comments reported

General Level of Satisfaction with work:

☒ Well Satisfied ☐ Satisfied ☐ Not Satisfied

Reviewers: John Valenti, Assistant Director - Utilities

Date: February 2, 2026