



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Wastewater Biosolids Disposal		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	March 21, 2022		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMSII, ESII			
Estimated Cost: \$62,916.00		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other <input type="checkbox"/> Yes Funding? <input type="checkbox"/> No
Executive Summary:			
<p>The Wastewater plant produces roughly 2,800 cubic yards of biosolids annually. Land application to farm fields is the most economical way to dispose of the material. A notification for bids was published in the Daily Herald and on the City of Geneva Web Site. Two bids were received and opened on March 14, 2022 with Stewart Spreading submitting the low bid. The City of Geneva has been using Stewart Spreading since 2011 and staff has been satisfied with their work.</p>			
Attachments: (please list)			
<ul style="list-style-type: none"> • Resolution • Bid Summary 			
Voting Requirements:			
<p><i>This motion requires 6 affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: (how the item should be listed on agenda)			
<p>Recommend approval of a Resolution No. 2022 authorizing the City Administrator to approve contract for disposal of biosolids by land application to Stewart Spreading in an amount not-to-exceed \$22.47 per cubic yard.</p>			

RESOLUTION NO. 2022-26

**RESOLUTION AUTHORIZING EXECUTION OF
Contract for Wastewater Biosolids Disposal**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, an contract with Stewart Spreading, for disposal of wastewater biosolids.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2022

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk



**CONTRACT DOCUMENTS
AND PROJECT SPECIFICATIONS
FOR
BIOSOLIDS DISPOSAL
BY LAND APPLICATION
FOR
CALENDAR YEAR 2022
FOR THE CITY OF GENEVA, ILLINOIS**

NOTICE TO BIDDERS

Sealed bids submitted in **duplicate** in a sealed envelope with the words "BIOSOLIDS DISPOSAL BY LAND APPLICATION" clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 a.m. Monday, March 14, 2022** at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read aloud for performing all services related to the disposal of mechanically dewatered biosolids from centrifuges, by land application.

All pertinent documents may be obtained from the City of Geneva Public Works 1800 South Street, Geneva, IL 60134.

All proposals must be accompanied by a Bid Bond payable to the City of Geneva in the amount of ten percent (10%) of the total bid amount.

The Contractor and sub-contractors shall pay not less than the prevailing rate of wages as found by the Department of Labor or as determined by the Court of Appeal, to all laborers, workmen and mechanics performing work under the Contract. A signed certification stating the above as well as the fact that the bidder is not barred from bidding as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) must be submitted with the sealed bid.

The City of Geneva, Illinois reserves the right to reject any or all bids and waive technicalities.

INSTRUCTIONS TO BIDDERS

Before submitting a bid Contractors shall carefully read and examine all of the contract documents, consisting of the following:

SECTION 1. Submission of Proposal

1.0 Submission of Proposals. Each Sealed bid must be submitted in **duplicate** in a sealed envelope addressed to the Office of the City Administrator, 22 South First Street, Geneva, IL. 60134, with the words "BIOSOLIDS DISPOSAL BY LAND APPLICATION" clearly marked on it. The envelope should bear on the outside the name of the bidder and his address.

1.0 Preparation of Proposals. Only proposals which are made out upon the supplied proposal forms will be considered. The proposal forms must not be separated from the complete set of documents. The Proposal Form provides for one disposal method, Land Application, with or without transportation. Bidders may submit Proposals for either or both. However, bidders must provide a Bid Bond for the greater bid. All writing shall be in ink or typewritten, except the signature of the bidder which shall be in ink.

1.1 Unit Prices. Unit prices shall include all costs associated with land application of the biosolids.

The Contractor will be required to know and comply with all Federal and State Codes and laws which apply to the work to be done.

The successful bidder will be required to furnish a Contract Bond satisfactory to the City from a surety company authorized to do business in this state. All contracts involving actual on-site work will be required to furnish other additional insurance.

If any bidder is in doubt as to the true meaning of any part of the specifications, or other contract documents, he may submit to the Superintendent of Water and Wastewater a written request for an interpretation thereof; said bidder will be responsible for its prompt delivery. The superintendent of Water and Wastewater will give an interpretation of the matter in question by issuing an "Addenda" and sending same to each person receiving a set of contract documents.

Bidders are cautioned to inform themselves of the conditions under which the work is to be done, including the site of the work, and conditions that may be encountered in the progress of the work and all other relevant matters which may affect the prices submitted for the work to be performed so that his bid will cover all expenses of disbursements in connection therewith. If awarded the contract, the bidder will not be allowed any extra compensation by reason of any matter of thing concerning which such bidder might have fully informed himself, because of his failure to have so informed himself prior to the bidding.

No official, officer, or agent of the City is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered, and the Contractor agrees that no such statement or the evidence of any document or plan not a part of his contract shall constitute any grounds for claims as to conditions encountered. No verbal agreement of conversation with any officer, agent, or employee of the City either before or after the execution of this contract shall affect or modify any terms or obligations herein contained.

Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation should give the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By_____". If such a bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such a bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

Before an award of the contract is made to a Contractor, said Contractor may be required, upon request by the City, to furnish any of the following information:

- a. His performance record
- b. Address and description of his plant or permanent place of business
- c. An itemized list of his equipment
- d. His financial statement
- e. Such additional information as will satisfy them that the bidder is adequately prepared to fulfill the contract.

1.2 Bid Bond. Each Proposal must be accompanied by a Bid Bond in the amount of ten percent (10%) of the total land application bid amount. As soon as the Proposal prices have been compared, The City will return the Bid Bonds to all except the three (3) lowest reasonable bidders. When the Contract is awarded, Bid Bonds for the two (2) remaining unsuccessful bidders will be returned. The Bid Bond for the successful bidder will be retained until the Contract Bond has been executed and approved, after which time it will be returned.

1.3 Competency of Bidders. The bidder, if a corporation, shall show the name of the state in which the corporation is chartered. Each bidder shall furnish the City of Geneva, upon request, with satisfactory evidence of his competency to perform the work contemplated. When requested, he shall submit to the City of Geneva a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The Accountant who prepares this statement shall certify that he holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the state in which he is licensed. The bidder shall complete the listing, attached to the proposal form of equipment available to perform work under this Contract, the listing of key support staff, including legal representation, available to support the work, and a listing of other biosolids disposal contracts that the bidder has been awarded.

Before an award is made, the bidder may, at the option of the City of Geneva, be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

SECTION 2. Award and Execution of the Contract.

2.1 Evaluation of Proposals. In awarding contracts, the City of Geneva will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under Section 1.3 of the Submission of Proposal and from other investigations which the City of Geneva may elect to make. In case of discrepancy between the gross sum shown in the Proposal prices, the unit prices shall govern, and any errors found in said products shall be corrected.

2.2 Award of Contract. The contract shall be deemed as having been awarded when formal written notice of award has been duly served upon the bidder to whom the City contemplates awarding the contract by some officer or agent of the City duly authorized to give such notice.

2.3 Contract Bond. A Contract Bond, in the amount of one hundred percent (100%) of the total bid amount with a corporate surety, approved by the City of Geneva, will be required for the performance of the Contract. This Guarantee shall remain in effect for a period of one (1) year after the acceptance of the work by the City of Geneva.

2.4 Execution of the Contract. The Contract shall be executed by the bidders. The Bond, when required, shall be executed by the principal and surety, and executed Contract and Bond shall be presented to the City of Geneva within fifteen (15) days after receipt of the Notice of Award and the Contract for signature.

2.5 Failure to Execute Contract. Failure on the part of the successful bidder to execute a Contract and provide an acceptable Bond, within fifteen (15) days from the date of receipt of Contract from the City of Geneva, will be considered as just cause for the annulment of the award and the forfeiture of the Proposal Guarantee to the City of Geneva.

2.6 Failure to Perform. If the successful bidder fails to perform its obligations, the City of Geneva may terminate this contract upon 30 days written notice. The remedies provided herein shall be in addition to any other remedies available in accordance with Illinois Law.

SECTION 3. General Conditions

3.0 Indemnification. Duty to Defend, Indemnify, Give Notice: Contractor shall defend all suits brought against the Owner, and their representatives, officers agents and employees by any person (whether employed by Contractor, or not) for damage to property and / or injury to persons (including death) alleged or claimed to have been caused by or through the performances by Contractor of the work, including work required by guarantees or the condition of the site, and shall indemnify and hold harmless the Owner, and their representatives officers, agents, and employees in their individual or their official capacities, from and against all claims, damages, losses and expenses, including attorney's fee, caused by or growing out of, incidental to, the performance of the work covered by these Contract Documents. The Contractor shall pay, liquidate, and discharge all claims or demands for personal injury (including death), and for loss of and damage to all property caused by, growing out of or incidental to the performance of the work by the Contract Documents including, without limiting the foregoing thereto, damage to the work and other property of the Owner and including all damages for the obstruction of private driveways, streets and alleys and all costs and expenses of suits and reasonable attorney's fees.

The obligation set forth in this Section shall, but not by way of limitation, specifically include all claims and judgment arising or alleged to arise under the Illinois laws. In the event of any such injury (including death) or loss or damage (or claims therefore), the Contractor shall give immediate notice thereof to the Owner. The Contractor shall not be required to indemnify and hold Harmless the Owner, their representatives, officers, agents, and employees, in their individual or their official capacities for such claims or demands which result solely from their own negligence. In any and all claims against the Owner, their

respective agents, employees, and representatives in their personal capacities as individuals as well as in their public and official capacities, made by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under any Workmen's Compensation Act, any Disability Benefit Act or any other Employee Benefit Act.

3.1 Permits, Fees and Inspection. The Contractor shall obtain all permits and arrange for all inspections required by the State, County, Local and other authorities having lawful jurisdiction. All fees shall be paid by the Contractor. Copies of all permits shall be submitted to the Owner before commencing construction. Contractor shall be responsible for any and all notifications to area land owners as required by the EPA.

3.2 Subcontracts. Contractors operating under direct contracts with the Owner may let Subcontracts for the performance of such portions of the work as are usually executed by special trades. All such Subcontractors shall be based on conformance with all pertinent conditions set forth in the Contract Documents. The Contractor shall not, without written consent of the Owner, make assignments or subcontracts for the execution of any of the works hereby quoted.

3.4 Pre-Disposal Meeting. Contractor shall attend, by phone or in person, a pre-disposal meeting with the Owner prior to initiation of the work. At the meeting the Contractor shall present his schedule for performing the work as well as discuss his proposed methodology for performing the work.

3.5 Insurance. The Contractor shall indemnify and save harmless the City of Geneva, their officers, agents, employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the Contract, which may arise on connection with the work to be performed under this Contract. This Contract is not intended by any of the Provisions of any part of the Contract to create the public or any member thereof a third party beneficiary, or to authorize any one not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms of Provisions of this Contract. The duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

An ACORD Certificate of liability insurance policy equal to or greater than \$5,000,000 aggregate is required. The total coverage must add up to \$5,000,000 coverage. The following language shall be included on the certificate: *The City and its elected and appointed officers, officials, agents, and employees are included as additional insureds.*

The Contractor, prior to execution of the Contract, shall file with the Owner copies of completed certificates of insurance, satisfactory to the City of Geneva to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion.

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from contractor's performance and furnishing of the work and contractors other obligations under the Contract Documents, whether performed or furnished by the Contractor or by any subcontractor, or supplier, by anyone directly or indirectly employed by any item to perform or furnish any of the work, or by anyone for whose acts any of them may be liable, and shall name City of Geneva as named as additional insured.

1. Worker's Compensation Insurance in accordance with the laws of the State of Illinois, but not less than:
 - a. \$500,000 each accident
 - b. \$500,000 each employee
 - c. \$500,000 policy limit

2. Commercial Automobile Liability
Bodily Injury per Person- \$1,000,000
Bodily Injury per Occurrence- \$1,000,000
Property Damage per Occurrence-\$1,000,000

3. Commercial General Liability
Combined Single Limit \$1,000,000 for bodily injury and property damage.
General aggregate \$2,000,000

4. Umbrella Liability Policy
Bodily Injury and Property Damage per Occurrence- \$2,000,000 aggregate

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Geneva at least thirty (30) days prior to non-renewal, or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered included in the price of the Contract.

3.6 Safety. The Contractor shall take all necessary job safety precautions as required to be in accordance with all Local, County, State and Federal requirements including the Federal Occupation Safety and Health Act normally referred to as OSHA.

3.7 Working Hours

The maximum working hours for this contract:

7:00 A.M. to 3:30 P.M. Monday through Friday

Working hours outside of the above must be approved by the Superintendent of Water and Wastewater.

3.8 Tracking Mud. The Contractor shall be responsible when tracking mud or biosolids onto City of Geneva roads, State Routes, or County roads. This is strongly not advised and if any tracking should occur, the contractor shall immediately remove the mud and clean the streets. This work will not be paid separately but shall be considered incidental to the contract.

3.9 Bid Bond: A 10% Bid Bond will be required.

Contract Bond: A contract bond in the amount of 100% of the contract will be required. All costs for bonds shall be incidental to the contract and shall be paid by the Contractor.

3.10 Payment. The work done will be paid for on an awarded contract unit price basis.

1. Pay Requests

Pay requests will be processed once per month.

2. Retainage

Contract retainage will be 10% of the contract amount until the final payment.

3. Waiver of Lien

The first partial Waiver of Lien equivalent to the amount of the first pay request shall be submitted with the second pay request. Thereafter each pay request shall be submitted with a partial waiver for the cumulative amount of all payment minus the current pay request. A final Waiver of Lien will be required for the final payment will be made. The Contractor shall submit waivers of lien for all work including subcontractors and materials.

4.

5. Certified Payrolls (PUBLIC ACT 94-0515): Effective August 10, 2005 Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

WRITTEN QUOTE PROPOSAL

The following written quote proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the

Owner. The below Written Quote Proposal is submitted by: Stewart Spreading, Inc.

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform **BIOSOLIDS DISPOSAL BY LAND APPLICATION** in accordance with the Specifications and procedural documents attached.

In submitting this written quote proposal the undersigned declares that the only persons or parties interested in the Written Quote Proposal as principals are those named herein and that the Written Quote Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Date</u>	<u>Initials</u>
<u>NONE</u>	_____	_____
_____	_____	_____
_____	_____	_____

The Undersigned declares that he has examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract and the requirements of the construction and understands that in making this Written Quote Proposal he waives all right to plead any misunderstanding regarding the same.

If awarded the Contract, the Undersigned agrees to complete the work by the date specified in the Special Provisions and to work diligently and continuously.

The undersigned further agrees to begin work not later than 10 days after the issuance date of the notice to proceed unless otherwise provided and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion by the completion date as specified in the Special Provisions, it being understood and agreed that the completion by the completion date is an essential part of the Contract.

The undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform **BIOSOLIDS DISPOSAL BY LAND APPLICATION** in accordance with the attached Specifications and Documents.

(to be included with bid)

SCHEDULE OF PRICES BID SHEET

Calendar Year 2022

<u>ITEM</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>BID AMOUNT</u>
1. Land Application	Cu. Yds	2800	<u>\$22.47</u>	<u>\$62,916.00</u>

Based on the bids received, the City of Geneva reserves the right to evaluate the option of hauling the biosolids to the awarded parties' farm field using City vehicles and City staff. The City of Geneva must be notified ten (10) business days in advance of the expected hauling date to the farm field. In the event that the City of Geneva is unable to provide hauling services to the site, the Unit Price specified in the bid to include transportation will be honored. The City of Geneva will notify awarded party a minimum of five (5) business days in advance if the City is unable to perform hauling of the biosolids.

Dated this 11th day of March, 2022

Respectfully submitted

If BIDDER is:

An Individual

By N/A (SEAL)
(Individual's Name)

Doing business as _____

Business Address: _____

Telephone Number: _____

A Partnership

By N/A (SEAL)
(Firm Name)

(General Partner)

Doing business as _____

Business Address: _____

Telephone Number: _____

A Corporation

By Stewart Spreading, Inc.
(Corporation Name)

Illinois
(State of Incorporation)

By Michelle L. Stewart *Michelle L. Stewart, President*
(Name of Person Authorized to Sign)

President & Secretary
(Title)

(CORPORATE SEAL)
Attest *Michelle Stewart, Secretary*
(Secretary)

Business Address: 3870 N. IL Route 71, Sheridan, IL 60551

Telephone Number: 815-695-5667

SPECIFICATIONS
BIOSOLIDS DISPOSAL BY LAND APPLICATION

General. These specifications cover the disposal of mechanically dewatered biosolids produced in the treatment of domestic wastewater. The biosolids are primary and waste activated sludge that has been co-digested in anaerobic digesters prior to dewatering.

Disposal schedules

- a. Disposal can be scheduled in the summer and fall.
- b. The Contractor must remove a minimum of 1,500 cubic yards of biosolids before winter soil conditions exist, or November 15, whichever comes first.
Note: Special conditions is needed for after November 15.
- c. Biosolids Loading – The Contractor shall furnish the necessary equipment and operators to load stockpile biosolids in the contractor’s equipment.
- d. Biosolids Disposal- The Contractor shall provide a land application site and land apply the biosolids in accordance with applicable regulations of the United States Environmental Protection Agency, Illinois Emergency Management Agency, Illinois Environmental Protection Agency, and City of Geneva NPDES Permit.

Biosolids Quality

- a. The City of Geneva will conduct an analysis of biosolids for land application in accordance with USEPA criteria. Appendix I to these specifications includes the most current evaluation of biosolids. Biosolids are typically dewatered to approximately 20% solids.
- b. Dewatered biosolids are stored in covered storage building.

Land Application Site Selection

Prior to application of Biosolids to any land, the Contractor shall submit, to the City of Geneva for review, a Biosolids Site Evaluation which includes.

1. Site Survey:
USGS quarter quadrangle map.
Site Topographical map.
2. Soil testing results:
pH
Phosphorus
CEC meg-100g
Potassium
Organic Matter
3. Agronomist Field Report
4. 5 Year Site History

Contractor Report

Contractors land applying biosolids shall submit a User Information Sheet as found in Appendix III, to the City and the Illinois EPA identifying the parcels of land to which biosolids have been applied, the application rate of biosolids in dry tons per acre and Kg/Hectare, the crop to be grown on the parcel of land and the cumulative metal loading to the parcel and a certification that the land application was performed in compliance with required management practices. The Contractor must also maintain any other reports that may be required by any regulatory agency, including the USEPA.

Contractor shall submit to the city upon request the land application history, owner acknowledgement, soil testing information including radium, multiple user information, actual site application location within field, or other pertinent information related to the application of the biosolids.

Shipping Documents

The City may choose to document Biosolids disposal, by load tickets supplied by the contractor. If required, each load ticket shall be signed by a City employee and the contractor's driver, and a copy provided to the City, before transportation to the disposal site.

Measurement for payments

The quantity of Biosolids contained in a loaded roll off box or trailer shall be determined by mutual agreement of the City of Geneva Water and Wastewater Superintendent, or his designees, and the contractor truck driver hauling the biosolids based on the size of the equipment and the depth to which it is filled.

Method of Payment

Disposal of Biosolids will be paid for at the unit price per cubic yard each time stockpiled biosolids are removed.

Payment schedule

Payment will be made within 30 days of receipt of an invoice for work completed. No retainage will be withheld from pay requests. Payment will not be released until copies the City of Geneva has obtained and reviewed the Biosolids Site Evaluation.

CERTIFICATION FOR BID

The undersigned, as a duly-authorized representative of the Bidder do hereby certifies to The City of Geneva, Kane County, Illinois, that the bidder is not barred from bidding upon the Bid Specifications for the Project known as

BIOSOLIDS DISPOSAL BY LAND APPLICATION, as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

All laborers, mechanics and any other workers employed in this Public Work contract, whether employed by the Contractor or any Sub-contractors, shall be paid in accordance with the prevailing wages accepted and approved by The City of Geneva as attached to the Project Specification.



NAME

Stewart Spreading, Inc.

COMPANY

March 11, 2022

DATE

(to be included with bid)

CERTIFICATE OF NON-DISQUALIFICATION

UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

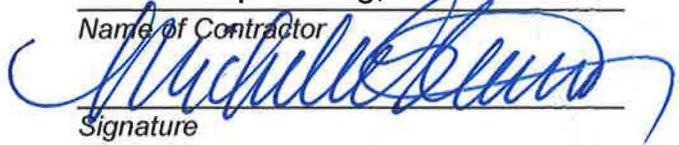
Stewart Spreading, Inc.

(Contractor)

is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-4 of the Illinois Revised Statutes.

Stewart Spreading, Inc.

Name of Contractor



Signature

Michelle L. Stewart

Print/Type Name

President & Secretary

Title

Subscribed and sworn to before me this 11th day of March, 2022





Notary Public

May 11, 2024

Commission Expires

Notary Seal

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES CH. 65, SEC. 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

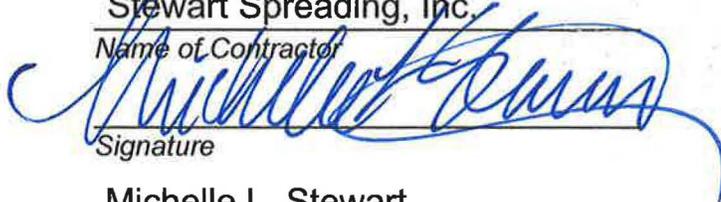
Stewart Spreading, Inc.

(Contractor)

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

Stewart Spreading, Inc.

Name of Contractor



Signature

Michelle L. Stewart

Print/Type Name

President & Secretary

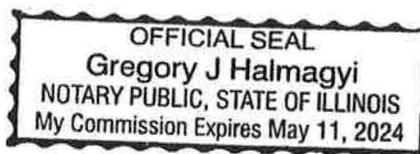
Title

Subscribed and sworn to before me this 11th day of march, 2022

Gregory J. Halmagyi
Notary Public

may 11, 2024
Commission Expires

Notary Seal



(to be included with bid)

CERTIFICATION FOR DRUG FREE WORK PLACE

The undersigned, as a duly-authorized representative of the Contractor, hereby certifies to The City of Geneva, Kane County, Illinois, that the Contractor ensures that he/she will operate a work environment which is free of any and all illegal drugs in accordance with the Drug Free Workplace Act of January, 1992. In addition, any prescribed drugs that will impair an employee's judgment or ability to work safely should not be allowed on the work site or on any satellite location.



NAME

Stewart Spreading, Inc.

COMPANY

March 11 ,2022

DATE

(to be included with bid)

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane and County, Illinois, that

Stewart Spreading, Inc.

(Contractor)

shall comply with all local, state and federal safety standards.

Stewart Spreading, Inc.

Name of Contractor

Michelle Stewart

Signature

Michelle L. Stewart

Print/Type Name

President & Secretary

Title

Subscribed and sworn to before me this 11th day of March, 2022

Gregory J. Halmagyi

Notary Public

May 11, 2024

Commission Expires

Notary Seal



Notice of Award

Date: April 12, 2022

To: Michelle L. Stewart
Stewart Spreading, Inc.
3870 N. IL Route 71
Sheridan, IL 60551

Project: City of Geneva – Biosolids Disposal By Land Application

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of: \$22.47 per cubic yard.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACT BID BOND, CONTRACTOR'S CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

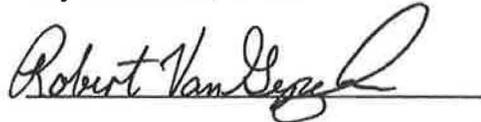
If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The OWNER will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated

4/12/2022

City of Geneva, Illinois



Superintendent of Water &
Wastewater

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Stewart Spreading, Inc.
this the 13th day of April, 2022.



(Name) Greg Halmagyi

(Title) Business Development Manager

CHANGE ORDER

Change Order No: _____

Date: _____

Date of Agreement: _____, 2022

Project: City of Geneva – Biosolids Disposal By Land Application

Owner: City of Geneva
1800 South Street
Geneva, Illinois 60134

Contractor: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Original Contract Price	\$	_____
Amount of Previous Change Order(s)	\$	_____
Current Contract Price adjusted by Previous Change Order(s)	\$	_____
Change in Contract Price Due to this Change Order	\$	_____
Contract Price Including this Change Order	\$	_____

Change to Contract Time	_____	Calendar Days
The Contract Time will be adjusted by	_____	Calendar Days
The date for completion of all work will be	_____	Calendar Days

Approvals:

(Contractor)

City of Geneva

GENERAL CONDITIONS

PREVAILING WAGES

Please be aware of the following two requirements of the Illinois Department of Labor for the Contractor and every Subcontractor working on public improvement projects in Illinois. There will be no exception to these Public Acts under this contract. Starting from the date the Notice to Proceed is issued, the Contractor and the Subcontractor will submit certified payroll records every calendar month for work done on this project as stated below.

- A. **CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515):** Effective August 10, 2005, Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number (the last four (4) digits is sufficient), job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records, and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

- B. **INCREASED PENALTIES FOR PREVAILING WAGE VIOLATION (PUBLIC ACT 94-0488):** Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will be 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid.

For violations that occur after January 1, 2006, the debarment period—during which Contractors are ineligible for public works contracts—increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/Agency/IDOL/rates/Rates.htm>. All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

PLUMBING

The City of Geneva does not feel that this section applies to the work as specified but will leave it in just in case.

The ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/), and the ILLINOIS PLUMBING CODE (ILPC), shall govern in so far as they apply. Attention shall be placed on of the following:

ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/29.5):

Sec. 29.5. Unlicensed and unregistered practice; violation; civil penalties.

- (a) A person who practices, offers to practice, attempts to practice, or holds himself or herself out

to practice as a plumber or plumbing contractor without being licensed or registered under this Act, shall, in addition to any other penalty provided by law, pay a civil penalty to the Department in an amount not to exceed \$5,000 for each offense as determined by the Department. The civil penalty shall be assessed by the Department after a hearing is held in accordance with the provisions set forth in this Act regarding the provision of a hearing for the discipline of a licensee or registrant.

(b) The Department has the authority and power to investigate any person who practices, offers to practice, attempts to practice, or holds himself or herself out to practice as a plumber or plumbing contractor without being licensed or registered under this Act, or as an irrigation contractor without being registered under this Act.

(c) The civil penalty shall be paid within 60 days after the effective date of the order imposing the civil penalty. The order shall constitute a judgment and may be filed and execution had on the judgment in the same manner as a judgment from a court of record. All fines and penalties collected by the Department under this Section of the Act and accrued interest shall be deposited into the Plumbing Licensure and Program Fund for use by the Department in performing activities relating to the administration and enforcement of this Act.

(d) A person who practices, offers to practice, or holds himself or herself out to practice as an irrigation contractor without being registered under this Act shall be subject to the following:

(1) For a first offense:

(A) Where no violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$1,000 and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(B) Where violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$3,000 (the amount of \$3,000 may be reduced to \$1,000 upon the condition that the unregistered person pays for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct the violations of the Illinois Plumbing Code) and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(2) For a second offense:

(A) Where no violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$3,000 and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(B) Where violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$5,000 (the amount of \$5,000 may be reduced to \$3,000 upon the condition that the unregistered person pays for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct the violations of the Illinois Plumbing Code) and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(3) For a third or subsequent offense, the person shall pay a civil penalty of \$5,000 and be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(e) A registered irrigation contractor, firm, corporation, partnership, or association that directs, authorizes, or allows a person to practice, offer to practice, attempt to practice, or hold himself or herself out to practice as an irrigation employee without being registered under the provisions of this Act, shall be subject to the following:

(1) For a first offense, the registrant:

(A) shall pay a civil penalty of \$5,000;

(B) shall be required to pay for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct any violations of the Illinois Plumbing Code;

(C) shall have his, her, or its plumbing license suspended; and

(D) may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(2) For a second offense, the registrant:

(A) shall pay a civil penalty of \$5,000;

(B) shall be required to pay for a licensed

plumber who is acceptable to the other party to the original contract or agreement to correct any violations of the Illinois Plumbing Code;

(C) shall have his, her, or its registration revoked; and

(D) shall be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(Source: P.A. 94-101, eff. 1-1-08.)

ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/37) (from Ch. 111, par. 1135):

Sec. 37. Each governmental unit which is authorized to adopt and has adopted any ordinance or resolution regulating plumbing may provide for its administration and enforcement by requiring permits for any plumbing system installation, the inspection of plumbing system installations by inspectors who are licensed as plumbers in accordance with the Illinois Plumbing License Law, and the issue of certificates of approval or compliance which shall be evidence that a plumbing system has been installed in compliance with the Code of standards so adopted.

A letter of intent shall be included with all plumbing permit applications. The letter shall be written on the licensed plumber of record's business stationery and shall include the license holder's signature and, if the license holder is incorporated, the license holder's corporate seal. If the license holder is not incorporated, the letter must be notarized.

A governmental unit authorized to adopt regulations may, by ordinance or resolution, prescribe reasonable fees for the issue of permits for installation work, the issue of certificates of compliance or approval, and for the inspection of plumbing installations.

(Source: P.A. 94-132, eff. 7-7-05.)

ILLINOIS PLUMBING CODE; SUBPART M: INSPECTIONS, TESTS, MAINTENANCE AND ADMINISTRATION SECTION 890.1910 INSPECTIONS:

A plumbing system or any part thereof shall not be enclosed, covered up or used until the system has been inspected and approved by a plumbing inspector. It is the responsibility of the licensed plumber or plumbing contractor on the job to arrange for inspection by the Department or a local plumbing inspector. The plumbing inspector may require tests as listed in Section 890.1930 to determine whether or not the system as installed is in compliance with this Part. Plumbing found not to be in compliance with this Part shall not be approved. A plumbing system not complying with the provisions of this Part shall not be used until such time as it is brought into compliance with this Part. After the plumbing corrections have been made, the plumbing contractor shall arrange for re-inspection.

FREEDOM OF INFORMATION ACT

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City of Geneva to produce certain records that may be in the possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this Contract in compliance with the Local Records Retention Act and the Freedom of Information Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

WORKSITE MAINTENANCE AND CLEANUP

The Contractor shall be responsible to maintain the job site free of any debris and deleterious material. The material needed to complete the work shall also be maintained in an orderly manner. All foreign materials deposited or accumulated on or in property shall be cleaned up daily and as instructed by the Superintendent of Water and Wastewater or his/her designee. Failure to complete the clean-up within the specified timeframe may result in completion of the work by the City at the Contractor's expense. Actual costs incurred by the City for performing this work shall be deducted from the monies due the Contractor.

VANDALIZED OR DAMAGED ITEMS

The Contractor shall be responsible for protecting against and repairing or replacing work items that were vandalized or defaced. Removal and replacement of the item to the nearest construction joint will be required.

INCIDENTAL CONSTRUCTION

The Contractor shall perform all work indicated or implied in the Contract Documents. All Work not specified, but required to complete the project in a workmanlike manner, shall be performed by the Contractor. This cost of this work shall be included; no additional compensation will be allowed.

ELECTRICAL FACILITIES

Contractor shall coordinate all work with the City of Geneva Wastewater Treatment Plant Supervisor, Dan Dobnick.

TRAFFIC CONTROL, PROTECTION AND MAINTENANCE

N/A

Traffic Control shall be in accordance with applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, and Special Provisions, applicable Highway Standards, and Specific Traffic Control Plans contained in the drawings.

The governing factor in the executions and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadways through the construction zone.

The Contractor shall furnish, erect and maintain all signs barricades, detour routes and other traffic control devices including flagmen required to maintain any and all traffic control.

The Contractor shall ensure that all traffic control devices installed by him are operational 24 hours a day, including Sundays and holidays.

The cost of all traffic control, maintenance and protection will be considered incidental to the Contract, with no additional compensation allowed.

MAINTENANCE OF ROADWAYS

Beginning on the date when the Contractor begins work on this project, he/she shall maintain all roadways within the construction limits free of debris and dirt. This roadway maintenance shall include the repair of all damages caused by the Contractor, but shall not include snow or ice removal.

CONSTRUCTION LIMITS

The Contractor shall confine his operations within the confines of the Wastewater Treatment Plant, 602 Crissey Avenue, Geneva, IL 60134.

USE OF CITY WATER

The Contractor will be permitted use of the City water at no cost. Prior to any water use, the Contractor shall rent a hydrant water meter for the City of Geneva Water Department. The City of Geneva will operate all existing valves.

SANITARY FACILITIES

The Contractor shall provide sanitary facilities where the Contractor's employees or subcontractors are working.

WORKING HOURS

Working hours in the City of Geneva are from 7:00 a.m. to 3:00 p.m., Monday –Friday. Work on Saturday will be allowed only after formal permission from the Owner is obtained.

No work will be permitted on Sundays and/or holidays.

STORAGE OF MATERIAL AND EQUIPMENT

At no time shall the Contractor store material and equipment in areas other than those specified by the Wastewater Plant Supervisor. All damages outside the construction limits or damages within the construction limits due to the negligence shall be restored by the Contractor at his own expense.

The Contractor shall maintain, during the entire construction period, barricades and warning lights at all material storage areas and around construction equipment if located near traffic areas. The cost to comply with the terms of this requirement shall be included in the unit price of the contract.

WARRANTY

Contractor agrees to install and test equipment and meet manufacturer's specifications.

Contractor agrees to repair or replace materials and equipment that fail within specified warranty period.

Contractor will supply City Staff with manufacturer's warranty and all associated product manuals.

INSURANCE

Provide an ACORD Certificate of Liability Insurance with the City of Geneva listed as additionally insured. Example of requirements attached.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

INDEMNIFICATION The Contractor shall defend, indemnify, keep and save harmless employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under the contract by the Contractor or his Subcontractors to the full extent as follows by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

SAFETY In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.



NOTICE AND NECESSARY INFORMATION

This form is to assist compliance with the bulk sewage sludge notification requirements of §503.12(f). Please note however, that if the sewage sludge meets the exceptional quality criteria, then the notification requirements do not apply. This form can be used by preparers of sewage sludge to transmit information to land appliers, and also land appliers to transmit information to land owners or lease holders.

• Part I – To be completed by **PREPARERS** of Sewage Sludge

Table 1 – Pollutant Concentrations: (based upon 2019 - 2021 Biosolids Quarterly Monitoring Data)

Name	Sludge [Biosolids] Concentration mg/kg -- Dry Weight	Pollutant Concentrations (Table 3, 40 CFR 503.13) Monthly Average	Ceiling Concentrations (Table 1, 40 CFR 503.13) Daily Maximum
Arsenic	5.65	41 mg/Kg	75 mg/Kg
Cadmium	1.84	39 mg/Kg	85 mg/Kg
Chromium	21.4	1,200 mg/Kg	3,000 mg/Kg
Copper	377	1,500 mg/Kg	4,300 mg/Kg
Lead	26.5	300 mg/Kg	840 mg/Kg
Mercury	0.718	17 mg/Kg	57 mg/Kg
Molybdenum	10.6	18 mg/Kg	75 mg/Kg
Nickel	18.2	420 mg/Kg	420 mg/Kg
Selenium	3.96	36 mg/Kg	100 mg/Kg
Zinc	644	2,800 mg/Kg	7,500 mg/Kg
Plant Available Nitrogen	25,176	n/a	n/a
Radium, Combined	20.7 pCi/g		

Level of Pathogen Reduction (40 CFR 503.32) Achieved: Class A or Class B

Vector Attraction Reduction Process (40 CFR 503.33) Performed:

Option 1 Anaerobic Digestion – 46.9% Reduction in Volatile Solid Concentration.

• **Certification:**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate this information submitted. Based upon my inquiry of the person(s) who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature _____



Date: March 19, 2021

Bob VanGyseghem
Superintendent of Water and Wastewater
City of Geneva



Right-of-Way (ROW) Permit Requirements

(General Requirements per Geneva City Code Title 8, Chapter 3)

The following are required in addition to the right-of-way (ROW) permit application & \$100 permit fee:

- 1.) A detailed plan showing both the existing conditions and proposed improvements, including:
 - a. Lot address, lot dimensions, all parkway trees, arrowing depicting north, and a scale reference;
 - b. Locations of existing buildings, pavements, sidewalks, fences, and utilities;
 - c. Locations, dimensions, and types of materials to be used for all proposed connections to City owned utilities, or other proposed work within the ROW;
 - d. Detail of the type of utility connection to be made;
 - e. Description of the type of restoration to be made for pavement, concrete, grass areas, etc.; and
 - f. Existing and/or proposed grading and drainage plans, if applicable.
- 2.) An ACORD certificate of liability insurance policy equal to or greater than \$5,000,000 aggregate is required for all work within the ROW. Note: The total coverage must add up to \$5,000,000. The following language shall be included on the certificate: *The City and its elected and appointed officers, officials, agents, and employees are included as additional insureds.*
- 3.) Warranty/Maintenance Bond (a type of surety bond):
 - a) Any work that involves excavations within the ROW including, but not limited to, installation or penetration of the surface of streets, alleys, sidewalks, parking areas, curbs and gutters that will require restoration or landscaping within the parkway, requires a \$20,000 warranty/maintenance bond.
 - b) All other non-excavation work within the ROW including but not limited to, driveway repaving/removal & replace with similar materials, dumpsters, saw-cutting curbs, storage pods, parkway trees, or other minor items of work as determined by the public works director, requires a \$10,000 warranty/maintenance bond.

Examples of warranty/maintenance bonds are available on the City's website. The public works director has final determination regarding type and amount of bond that will be accepted.

4.) If proposed improvements require lane closure or detour, as determined by the City, a detailed traffic control plan indicating current IL Manual on Uniform Traffic Control Devices (MUTCD) approved signage and Illinois Department of Transportation (IDOT) approved details will be required for review & approval prior to the issuance of the ROW permit. Proposed work on a state, county, township, or adjacent municipality's roadway, requires a traffic control plan approval by the appropriate agency(s). Said approval must be attached to the City of Geneva ROW permit application. All approved traffic control plans must be satisfactorily installed prior to commencement of the proposed work.

Bond No. 0819464

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Stewart Spreading, Inc.
3870 N. Route 71
Sheridan, IL 60551

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

Mailing Address for Notices

1411 Opus Place Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Geneva
22 South First Street
Geneva, IL 60134

CONSTRUCTION CONTRACT

Date: April 12, 2022

Amount: \$ 62,916.00 Sixty Two Thousand Nine Hundred Sixteen Dollars and 00/100

Description:

(Name and location)

City of Geneva - Biosolids Disposal by Land Application

BOND

Date: April 18, 2022

(Not earlier than Construction Contract Date)

Amount: \$ 62,916.00 Sixty Two Thousand Nine Hundred Sixteen Dollars and 00/100

Modifications to this Bond: None Sec Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Stewart Spreading, Inc.

Signature: Michelle Stewart

Name: Michelle Stewart
and Title: President

SURETY

Company: *(Corporate Seal)*

Harco National Insurance Company

Signature: James J. Moore

Name: James J. Moore
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

HUB International Midwest Limited
1411 Opus Place, Ste. 450
Downers Grove, IL 60515
630-468-5600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Bond No. 0819464

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Stewart Spreading, Inc.
3870 N. Route 71
Sheridan, IL 60551

SURETY:
(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609
Mailing Address for Notices

1411 Opus Place Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Geneva
22 South First Street
Geneva, IL 60134

CONSTRUCTION CONTRACT

Date: April 12, 2022

Amount: \$62,916.00 Sixty Two Thousand Nine Hundred Sixteen Dollars and 00/100

Description:
(Name and location)
City of Geneva - Biosolids Disposal by Land Application

BOND
Date: April 18, 2022

(Not earlier than Construction Contract Date)

Amount: \$62,916.00 Sixty Two Thousand Nine Hundred Sixteen Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Stewart Spreading, Inc.

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*
Harco National Insurance Company

Signature: _____
Name and Title: James I. Moore
Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
HUB International Midwest Limited
1411 Opus Place, Ste. 450
Downers Grove, IL 60515
630-468-5600

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

State of Illinois

County of DuPage

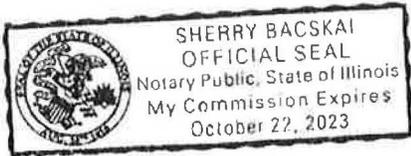
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Harco National Insurance

Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Harco National Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 18th day of April, 2022.



[Handwritten Signature]

Notary Public Sherry Bacskai
My Commission expires: October 22, 2023

**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # 0819464
Principal Stewart Spreading, Inc.
Obligee City of Geneva

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

James I. Moore

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021.



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of April, 2022

Irene Martins, Assistant Secretary

