RESOLUTION 2017-030  PASSED: JANUARY 23, 2017

AUTHORIZING THE PURCHASE OF A JOHNSTON RT655 REGENERATIVE AIR STREET SWEEPER FROM WM. NOBBE & CO. IN AN AMOUNT NOT TO EXCEED $216,000.

WHEREAS, the City of DeKalb is a home rule unit as defined in Article VII, Section 6(a) of the Illinois Constitution and has jurisdiction over matters pertaining to its government and; and

WHEREAS, it is in the best interest of the City to purchase vehicles and equipment for the Public Works Department; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That City Council of the City of DeKalb hereby authorizes the Mayor to enter into a purchase agreement with Wm. Nobbe & Co. on terms and conditions acceptable to him, for purchasing a new regenerative air street sweeper with a rear mount vacuum, without requiring further authorization or approval of City Council, provided that any costs or expenses to be incurred within the present budget years are within the scope of the then approved budget, and provided that any expenditures proposed to be incurred in future years shall require Council approval through passage of a future budget.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23rd day of January, 2017, and approved by me as Mayor on the same day. Passed by a 7-1 roll call vote. Aye: Jacobson, Marquardt, Snow, Noreiko, Baker, Faivre, Rey. Nay: Finucane.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
**Bid/Proposal Cover Sheet**

**Name of Project:** Purchase of one new regenerative air street sweeper.

**General Description of Project:** The City of DeKalb Street Division is requesting bids for the purchase of 1 new regenerative air street sweeper with a Peterbilt or Kenworth right-side steer only chassis. Bid consideration will be given to manufacturers of street sweepers that meet or exceed performance specifications outlined in Exhibit F Bid Specifications. The street sweeper shall be new and of the manufacturer's latest model currently in production. In addition, the bid price shall include a mandatory trade in value for a 1999 Elgin Pelican Street Sweeper the City currently operates, as outlined within the specifications.

**Website Link:** www.cityofdekalb.com

**Type of Bid:**
- ☑ Bid for Goods
- □ Bid for Services
- □ Request for Qualifications
- □ Request for Proposals
- □

**City Representative:**
- **Name:** Mark Espy, Superintendent – Street Division
- **E-Mail:** mark.espy@cityofdekalb.com
- **Phone:** 815-748-2040

**Bid Release Date:** November 18, 2016
**Last Day for Questions:** November 23, 2016
**Pre-Bid Meeting:** Not Applicable
**Question Response Date:** November 29, 2016
**Bid Due Date:** December 02, 2016

Attendance Mandatory: ☐ Yes ☒ No

Deadline: 2:00 P.M.

All Bids must be received at the City of DeKalb Finance Department, Attention Accounts Payable/Purchasing Agent - 200 S. Fourth Street, DeKalb, IL 60115 at not later than 2:00 p.m. on the Bid Due Date outlined above.

All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.
City of DeKalb

Legal Notice

Invitation for Bid

The City of DeKalb, IL will accept sealed bids for the purchase and delivery of one new regenerative air street sweeper for City of DeKalb – Street Division.

Specifications and all Contract Documents are available on-line on the City of DeKalb’s web page at www.cityofdekalb.com and search current bids. They may also be obtained from the City of DeKalb Finance Department, Attention Accounts Payable/Purchasing Agent - 200 S. Fourth Street, DeKalb, IL 60115. Bids will be received by a Deputy City Clerk, in the Finance Department, at the above address until December 02, 2016 at 2:00 p.m. All bids will be publicly opened immediately thereafter.
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 1: STANDARD CONDITIONS

1.00 General Bid Notes: ......................................................... 6
1.01 Contract Documents: ...................................................... 6
1.02 Interpretation of Contract Documents: .............................. 6
1.03 Electronic Bid Documents: ............................................. 7
1.04 Submittal of Bid: .......................................................... 7
1.04.01 Pre-bid Meeting: ....................................................... 7
1.05 Withdrawal of Bid: ....................................................... 7
1.06 Bidder’s Qualifications: ................................................. 7
1.07 Preparation of Bid: ....................................................... 7
1.08 Compliance with Laws: ................................................ 8
1.09 Alternate to Bids: ........................................................ 8
1.10 Form of Contract: ........................................................ 8
1.11 Freedom of Information Act (FOIA): ............................... 8
1.12 Bid Review: ............................................................... 8
1.13 Bid Results: ................................................................ 8
1.13.01 Bid Protest: ........................................................... 9
1.14 Delivery: .................................................................. 9
1.15 Inspections: ............................................................... 9
1.16 Pricing: ................................................................ 9

Section 2: GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

2.01 Scope of Work: ........................................................... 10
2.02 Licensing and Permits: ................................................. 10
2.03 Period of Unemployment: .......................................... 10
2.04 Prevailing Wage: ....................................................... 10
2.04.01 Certified Payroll Records: ...................................... 10
2.05 Toxic Substance: ......................................................... 11
2.06 Guarantees, Warranties, Manuals: ......................... 11
2.07 Termination of Contract: ........................................ 11
2.08 Indemnification and Hold Harmless Agreement (Contraction or Other Liability): ...................................................... 11
2.09 Insurance: ................................................................ 12
2.09.01 Insurance Rating: ................................................... 13
2.09.02 Special Requirements: ........................................... 13
2.09.03 Provision of Insurance: .......................................... 13
2.10 Subcontractors: ............................................................ 13
2.11 Change Orders: ........................................................... 13
2.11.01 Legal Authority to Bind: ........................................ 14
2.12 Failure to Execute: ....................................................... 14
2.13 Bid Security: ............................................................... 14
2.14 Performance Security: ................................................. 14
2.14.01 Letter of Credit—required contents: .................. 15
2.15 Waiver of Lien: ............................................................ 15

CITY OF DEKALB ............................................................... 16

INVITATION FOR BID ............................................................. 16

3.01 Intent: .................................................................. 16
3.02 Scope: .................................................................. 16
3.03 Qualifications: .......................................................... 17
3.03.01 Professional Services Selection Act: .................. 17
3.04 Contract Management: ............................................. 17
3.05 Protection of Public and Private Property: ................. 17
3.06 Concurrent Operations: ........................................... 18
3.07 Licenses and Permits: ............................................... 18
3.08 Severability: ............................................................ 18
3.09 Accidents: ............................................................... 18
3.10 Sexual Harassment: .................................................... 18
3.11 Bloodborne Pathogens Exposure Control Plan: ....... 18
3.12 Term of Contract: ...................................................... 18
3.13 References: ................................................................. 19
3.14 Special and Unforeseen Work: ........................................ 19
3.15 Exceptions: .................................................................. 19
3.16 Communications: .......................................................... 19
3.17 Security and Access: ..................................................... 20
3.18 Hours of Work: ............................................................. 20
3.19 Handling of Waste: ....................................................... 20
3.20 Work Crew Supervision: ............................................... 20
3.21 Contractor's Personnel: ............................................... 20
  3.21.01 Background Investigation: ....................................... 21
MATERIALS AND EQUIPMENT ............................................. 21
  4.01 City to Furnish: .......................................................... 21
  4.02 Contractor to Furnish: ................................................ 21
  4.03 Standards and Workmanship: ...................................... 22
    4.03.01 Restrictive or Ambiguous Specifications: ................. 22
PERFORMANCE AND PAYMENT ......................................... 22
  5.01 Disputes: ................................................................ 22
  5.02 Payment: ................................................................ 22
    5.02.01 Taxes: .............................................................. 22
  5.03 Penalties: ................................................................ 22
Exhibit A: Detailed Cost Sheet ............................................. 23
  City of DeKalb .................................................................. 23
  200 S. Fourth St, DeKalb, IL 60115 ..................................... 23
Exhibit B: Bid Sheet ............................................................ 24
Exhibit C: Detailed Exceptions Sheet .................................... 26
Exhibit D: Form of Agreement ............................................. 27
Exhibit E: Insurance Requirements ...................................... 34
Exhibit F: Bid Specifications ............................................... 36
Exhibit G: Project Checklist ................................................ 44
Exhibit H: Subcontractor Listing .......................................... 45
Exhibit I: City Punchlist and Acceptance Notice .................... 46
Exhibit J: Form of Bid Addendum ........................................ 47
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; 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.

2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission’s Rules and Regulations for Public Contracts) 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.

3. 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, national origin, or ancestry.

4. 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 contractor’s obligations under the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission’s Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission’s Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission’s Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The City of DeKalb does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.
Section 1: STANDARD CONDITIONS

1.00 General Bid Notes:
The City Council of the City of DeKalb reserves the right to accept or reject any and all bids, to waive any technicalities, discrepancies, or information in the bids, or to waive competitive bidding and negotiate directly with one or more contractors. The City also reserves the right to divide the contract into multiple agreements and to have multiple parties complete separate components of the required work. The City of DeKalb does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding the Legal Notice or the Bid Specifications shall be directed to the City’s Representative at the contact information provided on the Bid Cover Sheet. All detailed questions concerning the actual bid specification are to be forwarded in writing.

Following bid opening, review, and the City’s receipt of an award recommendation, pending contract awards will be posted on the City of DeKalb’s web site.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the City Manager’s Office at 815-748-2090 at least one (1) week prior to this public meeting if possible.

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

ALL RESPONDING BIDDERS ARE REQUIRED TO SUBMIT ALL PAGES OF THIS BID PACKAGE, INCLUDING ALL ATTACHMENTS (AND ANY CONTRACTOR-GENERATED SUPPLEMENTS THERETO), IN ORDER TO SUBMIT A VALID BID.

All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.

1.01 Contract Documents:
Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the “Contract Documents.” For the purpose of this bid, the word “City” shall refer to the City of DeKalb, and the word “Bidder” or “Contractor” shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents. For purposes of any provision in here requiring the defense, indemnity or insuring of the City, such reference shall include the City, its employees, officers, elected and appointed officials, attorneys, contractors and subcontractors. The “City Representative” shall be the person so indicated on the Bid/Proposal Cover Sheet.

1.02 Interpretation of Contract Documents:
Each request for interpretation of the Contract Documents shall be made in writing addressed to the City Representative and shall be received at least five (5) business days prior to the pre-bid meeting. Interpretations and supplemental instructions will be the form of written addenda to the Contract Documents. In the event that there is no pre-bid meeting, requests for information must be received by the City Representative at least ten days prior to bid opening. The City reserves the right to determine what constitutes a material variation from the terms of these Contract Documents, and to waive variations deemed immaterial, in its sole discretion.
1.03 Electronic Bid Documents:
Bidders that download PDF documents from the City of DeKalb's internet web page must immediately notify the City Representative via e-mail as outlined on the Cover Sheet and attend the pre-bid meeting (if marked as mandatory) if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the City and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the City, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the City of DeKalb web page. Bidders must provide an email address, which can be used by the City to send bid addenda or other official communications. All Bidders must sign off and acknowledge receipt of all bid addenda. The form of Bid Addenda is attached hereto as Exhibit J.

1.04 Submittal of Bid:
Bids must be submitted to the City of DeKalb Finance Department, Attention Accounts Payable/Purchasing Agent - 200 S. Fourth Street, DeKalb, IL 60115 no later than 2:00 P.M. Bids arriving after the specified time will not be accepted, even in cases of delay by train. Bids will not be accepted at any other location or by any other City personnel. Any bids erroneously accepted at any other location or by other City personnel shall be returned unopened. Mailed bids, which are delivered after the specified hour, will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder's name, address, subject matter, and document number of bid as indicated in the specification, and designated date and time of the bid opening. All bids must be clearly marked at the top of each side of the envelope: "Official Bid: Do Not Open." Bids will only be accepted by delivery or US mail; bids will not be accepted by facsimile, e-mail, internet, telephone or telegraphic means. All times are based upon the official time in the City of DeKalb, Central Standard Time or Central Standard Daylight Time (whichever applies at the time of bid).

1.04.01 Pre-bid Meeting:
A pre-bid meeting will be held at the DeKalb City Hall, 200 S. Fourth Street, DeKalb, IL, at the date and time indicated on the Bid Cover Sheet for the purpose of familiarizing Bidders with the project and answering questions. Bidders shall be completely familiar with the entire bid specification and all Contract Documents prior to attending this meeting and shall come prepared to ask questions.

Attendance at the pre-bid meeting is not mandatory unless indicated as Attendance Required on the Bid Cover Sheet. Strong consideration will be given to the Contractor's clear understanding and familiarity with the City's needs in determining an award of Contract.

1.05 Withdrawal of Bid:
Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time. Bidders must submit a written request to withdraw their bid, which must be received by the City, at the stated location for bid submission, prior to bid opening.

1.06 Bidder's Qualifications:
No award will be made to any Bidder who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final, conclusive, and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City, under oath if so required, all information and data the City may request for the purpose of investigation.

1.07 Preparation of Bid:
The Bidder's submittal shall include the completed Bid Sheet and Detailed Bid Sheet found in the Contract Documents. The City will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.
1.08 Compliance with Laws:
The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

1.09 Alternate to Bids:
Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The City's written decision of approval or disapproval of a proposed substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase Alternate Bid shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the Bid Sum, the Bid Deposit, if required, shall be ample or be increased to cover the alternate Bid Sum or the entire bid may be rejected. Alternate bids should only be submitted if the proposal is believed in good faith to be equal in quality to the requirements specified by the City. The City reserves the right to rule upon a specification deviation or alternate bid in the manner as best benefits the City, and to accept an alternate bid deemed adequate without rebidding or waiver of bid.

1.10 Form of Contract:
The form of contract between the City and the successful Bidder will be in the form attached hereto as Exhibit D.

1.11 Freedom of Information Act (FOIA):
The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.

1.12 Bid Review:
The City reserves the right to reject any or all bids, to waive any irregularities or disregard any informality in the bids and bidding, and/or to waive competitive bidding and negotiate with one or more bidders or non-bidders directly when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the Bid Sheet. The City may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous contract with the City.

Bidders are required, if requested to do so, to effect a demonstration of the item/service being bid if the City feels it has insufficient knowledge of the item/service operations or performance capability. Such demonstration shall be at a site, which is most convenient and agreeable to the affected City personnel. If the bid specifications require the submission of samples, such samples shall be submitted to the City at no cost, at or prior to the deadline for submitting bids. All samples become the property of the City upon submission.

1.13 Bid Results:
Following the bid opening and review period, pending contract awards will be posted on the City's Internet website under the [http://www.cityofdekalb.com](http://www.cityofdekalb.com) web page. Bid tabulations posted on-line represent "as read" submittals at time of the bid opening. They do not represent contract award.
1.13.01 Bid Protest:
Firms wishing to protest bids or awards should notify the City Representative in writing within three (3) days after the bid opening. This notification should include the bid number, the name of the firm protesting, and a detailed description as to why the firm is protesting the bid. The City Representative shall respond to said protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded bid. If the firm wishes to appeal the determination of the City Representative, it may provide a written notice to the City Manager within two (2) business days of the date of release of the City Representative’s decision; the City Manager shall thereafter review and decide the protest, and the decision of the City Manager shall be final.

1.14 Delivery:
Where the bid involves the sale or delivery of materials or goods, all materials shipped to the City must be shipped F.O.B. delivered, to the designated location specified in the description of Work, DeKalb, Illinois. If special delivery terms are required (e.g. forklift, ramp, etc.), the Bidder is responsible for providing the same unless otherwise noted. The City accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City personnel. The City reserves the right to refuse acceptance of delivered merchandise that differs from the specifications in the invitation to bid or as otherwise permitted by Illinois law.

1.15 Inspections:
The City shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Bidder.

1.16 Pricing:
For bids involving the sale of materials or supplies, unit prices shall be shown for each unit on which there is a bid, and shall be inclusive of all charges necessary to comply with the terms and conditions of this bid (i.e. FOB DeKalb at the specified location). All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state, or federal taxes. In the case of a mistake in the extension of price, unit prices shall govern. All prices must be typewritten or written in ink; no erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid.
Section 2: GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

2.01 Scope of Work:
The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the Work. The Work is as described on the attached Exhibit F, and may consist of the provision of services, professional services, materials, supplies, equipment, or some combination thereof ("the Work"). The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety. The Bidder is responsible for identifying whether the bid proposal involves the provision of labor, materials, professional services, or a combination thereof, and for complying with the appropriate components of these Contract Documents. Where the Work requires the provision of supplies or goods, all such goods shall be new, unused materials, unless the Work expressly indicates that recycled or used materials may be utilized.

2.02 Licensing and Permits:
The successful Bidder and their subcontractor(s) must be licensed with the City and shall obtain all required permits prior to the start of any component of the Work. The City will waive applicable City permit fees for the specific contract.

2.03 Period of Unemployment:
For any project involving labor or services which is governed by 310 ILCS 570 Employment of Illinois Workers on Public Works Act, such Act must be adhered to in entirety by the awarded Contractor. This Act requires the use of Illinois workers on Public Works projects during periods of excess unemployment, which means any month immediately following 3 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

2.04 Prevailing Wage:
For any work subject to the requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et. seq., the successful Bidder is required to fully comply with the Act and to provide certified payroll records in compliance with the Act to the City at or before the time of requesting any payment for this project. The failure to comply with Prevailing Wage where required shall subject a bidder to the forfeit of any proceeds otherwise earned; the City will not process payment requests that are not in compliance with the Prevailing Wage Act. Additionally, separate from any other indemnification or insurance obligation in this Agreement, the successful Bidder shall indemnify, defend (with the City having exclusive choice of legal counsel) and hold harmless the City from any and all claims, demands, liabilities or other expenses in any way relating to the compliance or non-compliance with the Prevailing Wage Act.

2.04.01 Certified Payroll Records:
Certified payroll records shall consist of a complete copy of the following records: a list of all laborers, mechanics, and other workers employed to perform work hereunder. The records shall include the following information for each worker: name, address, telephone number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day, along with such other information, which may be required by law. The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor which aver(s) that: 1) the certified payroll record is true and accurate; 2) the hourly rate paid to each worker is not less than the general rate of prevailing wage as required by the Act; and, 3) the Contractor is aware that filing a certified payroll known to be false is a Class B Misdemeanor.

Page 10 of 48
2.05 Toxic Substance:
Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet). The successful Bidder is responsible for complying with all applicable legal regulations or recommended handling procedures.

2.06 Guarantees, Warranties, Manuals:
All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the City before final payment on the contract is issued. All products provided shall be provided with any available manuals, brochures or other instructions. The Contractor shall be responsible for providing the City with training in accordance with the requirements of the description of the Work. Any required training shall be provided at no additional cost. For any Work involving the sale of goods or materials, the Contractor shall be required to provide product manuals. Manuals shall be as detailed as possible outlining all necessary operating and servicing instructions for any equipment delivered, including components. In addition, for any Work involving the sale of vehicles, equipment, mechanical devices, tools, or computerized devices, technical shop manuals containing illustrated parts lists and a complete set of technician repair manuals for the entire unit including wiring diagrams and hydraulic schematics supplied with the equipment shall be provided. These materials can be provided in paper manuals or in electronic format (on DVD in PDF format). Any electronic documents required or submitted (e.g. as-buils, GPS information, or other data) shall be submitted in a format acceptable to the City Representative in his or her sole discretion.

All products supplied under this Contract shall carry the manufacturers’ standard warranty. The Contractor shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the City Representative may be necessary to ensure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guaranty period. The City shall identify the date of completion of the project, which shall serve as the start-date for the warranty. The following provisions only apply if checked:

☐ The Contractor is required to post a maintenance bond equal to ten percent of the project cost, for the term of the one-year warranty.
☐ The Contractor shall be subject to ten percent (10%) retention upon successful conclusion of the project, for the term of the one-year warranty.

2.07 Termination of Contract:
The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of any default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract in strict accordance with its terms or failure to make sufficient progress so as to endanger performance of this contract in accordance with the City’s expectations for completion or any expressed timeline for the same. In the event of default and termination, the City may procure, upon such terms and in such a manner as the City may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs or replacement costs for such similar supplies or service unless evidence is submitted to the City that, in the sole opinion of the City, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

2.08 Indemnification and Hold Harmless Agreement (Contractual or Other Liability):
The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the “City Indemnites”) against any and all claims, loss damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, the Bidder’s employees, contractors or subcontractors, the City or City Indemnites or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnites. The
Bidder is solely responsible for determining the accuracy and validity of any information provided to the Bidder by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers’ Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991) in Illinois.

2.09 Insurance:
The bidder shall be required to carry such insurance as is identified in the detailed bid specifications contemplated below. The insurance requirements outlined in these Contract Documents are applicable to any Work involving the performance of any services, these insurance provisions do not apply to any Work that consists solely of the sale of materials to the City without any corresponding labor or service. The Bidder will provide certificates of insurance evidencing the types and limits of insurance contemplated by the Agreement attached hereto in the bid specifications. The certificates of insurance will specifically address each of the requirements noted below—Each insurance company shall be in a form and from an issuer acceptable to the City. The General Liability coverage shall name the City of DeKalb as additional primary insured, without right of subrogation. All insurance noted below is primary and in no event will be considered contributory. Each insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail. A certificate of insurance shall be provided to the City prior to the time at which any invoice or request for payment is submitted to the City.

EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the City. Contractor will disclose to the City in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. All deductibles or self-insured retention shall be the sole responsibility of the Contractor. At the option of the City and at no additional cost to the City, the Contractor shall either: a) the Contractor shall eliminate or reduce the deductibles/retention amounts as it relates to the City or City Indemnities; or, b) procure a bond or letter of credit guaranteeing the payment of such amounts;

Contractor waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Contractor’s obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Contractor by virtue of the Illinois Worker’s Compensation Act or any other applicable law or statute, the Contractor acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Contractor’s expense, for purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Contractor’s obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnities (as indemnified parties and as additional insureds).

Prior to receipt of a purchase order and start of work, the City Finance Department must receive and approve Certificates of Insurance and endorsements for all Contractors’ employees who will be using their personal vehicle for transportation for work-related purposes during the workday. It will be the responsibility of the Contractor to
provide renewal certificates for the same, and any new employees added to the City contract, throughout the course of the contract.

2.09.01 Insurance Rating:
All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of B++ or better. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the City 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 City, or terminate this Agreement pursuant to its terms.

2.09.02 Special Requirements:
If the Bidder is an architectural firm or engineering firm, or if the Work under the Contract Documents includes design, consultation or any other professional services, said Bidder shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional liability insurance is not required to name the City as additional insured. Such insurance shall be provided on an occurrence basis, or if provided on a claims made basis shall have a retrospective date prior to the start of Work.

2.09.03 Provision of Insurance:
The Bidder shall not commence Work under this contract until the Bidder has obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under these Contract Documents for not less than two (2) years after completion of this contract. The City 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 City have the right to examine any policy required and evidenced on the Certificate of Insurance.

Additionally, and supplemental to the indemnification outlined above, the successful Bidder shall indemnify, defend and hold harmless the City from any and all claims arising out of the payment or real or alleged failure to pay any subcontractor or materialman.

2.10 Subcontractors:
Use of any subcontractors for performance of any component of this Agreement requires the City’s express, written pre-approval prior to undertaking any services, as contemplated in the terms of these specifications. Additionally, without regard to such pre-approval, any contractor, subcontractor, or materialman providing services or materials relating to these specifications shall expressly be required to comply with all of the terms of these specifications. The prime contractor or successful Bidder holding the agreement resulting from these specifications shall be responsible for so confirming, and shall indemnify, defend and hold the City harmless from any failure to comply with these specifications by any subcontractor. Moreover, the failure to perform or default of any subcontractor shall be held and applied against the prime contractor under which the subcontractor is working, as if the prime contractor itself had failed to perform or had defaulted.

2.11 Change Orders:
After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order first ordered by the City Representative.

For any contract which is subject to the Public Works Contract Change Order Act, 50 ILCS 525/1, et. seq., the City requires the successful contractor verify any change order request received from a subcontractor will not exceed 49% of the original subcontract amount. Any needed change order that will increase the subcontract by 50% or more will require opening up that portion of the work to competitive bidding.
The contract price is and must include a “not to exceed” price. Any time the Contractor believes additional work is necessary or requested and the not to exceed price would increase, any change or addition shall require the pre-approval of the City. Unless a change order is approved, in writing, by the City Representative and/or City Manager and/or City Council, the contract price shall not be exceeded.

2.11.01 Legal Authority to Bind:
The City shall not be bound by the unauthorized action of any of its agents or representatives. Any bidder and the Contractor is responsible for determining whether any person purporting to act on behalf of or to bind the City has the actual authority to do so, prior to relying upon any such statement or claimed authorization.

2.12 Failure to Execute:
Failure to execute the contract shall, at the option of the City, constitute a breach of the agreement made by acceptance of the bid, and the City shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within five (5) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the City. Any bidder who seeks any modification of the Contract Documents or of the Agreement is required to notify the City of the same by submitting an alternate bid. Any bidder who submits a bid without identifying any changes in the Contract Documents or the Agreement may be bound to the Contract Documents and the Agreement, without revision, at the City’s discretion.

2.13—Bid Security:
Unless this section is completely crossed out, each bid shall be accompanied by a bid security in the amount of 10% of the total amount bid. Bid security shall be in the form of a certified check or cashier’s check, drawn on a responsible bank doing business in the United States and made payable to the City of DeKalb, or an original Bid Bond (may NOT be a copy or facsimile) by a surety company which is satisfactory to the City and is qualified to do business in Illinois. Bids not accompanied by a bid security will be rejected. The bid security of the unsuccessful Bidders (if in the form of a certified check or cashier’s check) will be returned after the contract is awarded, signed and the performance security has been provided, or earlier, if the City does not deem it necessary to retain the Bid Security. The bid security of the accepted Bidder, (if in the form of a certified check or cashier’s check) will be returned either upon execution of a contract and submittal of a performance bond, if required by the specifications or, where no performance bond is required, when, in the City’s estimation, the contract has been satisfactorily completed and a final inspection has been satisfactorily completed. The final inspection shall occur within thirty (30) days of the date of completion/delivery. When the bid security is submitted in the form of a bid bond, the bond will become null and void following the award of contract and the City’s receipt of the Performance Bond and Labor and Material Payment Bond, if required by the specifications. Should the Bidder fail to fulfill the contract as set forth, the bid security shall become payable to the City as liquidated damages. All Bid Security shall be held by the City’s Finance Department. If deemed necessary by the City, the City may at any time deposit a certified or cashier’s check submitted as bid security, and in the event of a refund of such security, the City shall issue a refund check drawn on its accounts.

2.14—Performance Security:
Unless this section is completely crossed out, the successful Bidder shall furnish as performance security a Performance Bond and a Labor and Material Payment Bond acceptable to the City prior to the start of any work. Each of the bonds shall be in the sum of 100% of the contract amount. The performance bond shall: 1) serve as security for faithful performance of the work; and 2) guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work. The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the successful Bidder. For contract awards that are less than $100,000.00, a Letter of Credit, in a form suitable to the City, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment Bond. Any bond shall include a provision that will guarantee faithful performance in accordance with the Prevailing Wage Act, 820 ILCS 130/1, et. seq., and in accordance with all of the terms of the Contract Documents (which shall be specifically referenced).
2.14.01 Letter of Credit—required content:
Any letter of credit (herein after LOC) submitted as performance security, as provided for in the Performance Security section of these Construction Supplemental Additional Conditions, must be established with the following required content:

The LOC must be irrevocable, made in favor of the City of DeKalb (Beneficiary), and for the account of the Bidder (Applicant). The aggregate amount of the LOC must be at least 100% of the awarded contract amount. The bank issuing the LOC must be acceptable to the City of DeKalb; written preapproval is required. The expiration date of the LOC must extend at least one (1) year beyond the anticipated completion date of the project, and will be extended at the expense of the Bidder if need be. The LOC must provide for partial drawings. Drawing(s) are to be made when the City of DeKalb presents a letter to the issuing bank, signed by the City Manager or the acting City Manager, referencing the LOC number and stating the amount of funds to be drawn against the LOC and also containing the following declaration: “I hereby certify that the applicant has not performed as required by the contract established between the applicant and the City of DeKalb.” Payment(s) against the LOC will be made by the issuing bank upon presentation of this letter. The issuing bank must have a branch or office whereupon presentation and demand may be made by the City within thirty (30) miles of City Hall.

2.15 Waiver of Lien:
Where applicable, a Waiver of Lien and Contractor’s Affidavit must be submitted by the Bidder, verifying that all contractors, subcontractors, materialmen, and material invoices have been paid prior to the City approving payment. Waivers must be in a format acceptable to the City.
3.01 Intent:
The intent of these specifications is to solicit sealed bids from reputable contractors who are capable of providing the specified products and services. The use of the words “Contractor” and “Contract” in this document refer to the firm whose services would be engaged upon successful acceptance of a bid and the agreement that would be executed between the City of DeKalb (hereafter City) and the successful firm.

3.02 Scope:
The Scope of this bid shall include completion of the Work as described in the attached Exhibit F.

The bid shall include all aspects associated with the Contractor furnishing products, services, materials, supervision, labor, tools, and equipment necessary to complete the Work as defined herein in a workmanlike and acceptable manner, meeting or exceeding the quality standards as indicated in the specifications. Services performed or products provided shall be performed/provided with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event that the Contractor fails to meet the foregoing standard, Contractor shall perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by the Contractor’s failure to comply with the above standard and reported to Contractor within one (1) year from the completion of the Contractor’s services for this project and shall indemnify the City from any damages caused as a result thereof.

As a component of this bid, the City is requiring each bidder to provide trade-in pricing for two ambulances that are currently operated by the City, as referenced herein. Each bidder is required to provide trade-in pricing that would apply as a credit towards the total purchase price for the bidder’s proposed ambulances. The City reserves the right to accept an entire bid proposal (including the purchase of two ambulances and the trade-in of the two City-owned ambulances), the right to accept just the purchase proposal (the purchase of the two ambulances without any trade-in), or a partial trade-in (the purchase of two ambulances and the trade-in of one City-owned ambulance). The City also reserves the right to waive competitive bidding and contract directly with a vendor for the purchase/trade-in of such number of vehicles as the City and any party shall later agree. Bidders may inspect the two used ambulances referenced herein during the normal business hours of the City of DeKalb by making arrangements with the City’s Bid Representative as identified herein. All trade-in values provided are required to be effective for a period of at least sixty days following the date of bid opening, with the bidders acknowledging that the City will continue to operate the ambulances during that period. The party that is selected as the successful bidder (or the party with whom the City contracts) acknowledges and agrees that the trade-in credit provided will remain in effect until the date of acceptance of the new ambulances, and that the City’s used ambulances shall remain in service with the City up to the City’s acceptance of the new ambulances. Such trade-in pricing should thus reflect the anticipated condition of the ambulances at the time of trade-in, including reasonable wear, tear, and mileage for City-operated emergency vehicles during that period. In the event that one or both of the used ambulances are damaged beyond repair during the period before acceptance of the new ambulances, the City and the successful bidder agree that the resulting agreement shall be modified to reflect a reduction in trade-in credit to the City equivalent to the assigned value of the damaged vehicle.

In the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures, underground structures, water mains, drains, service connections, wires, pipes, conduits or other structures or items located along, adjacent to and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is particularly and specifically agreed that the Contractor shall do the Work necessary for such relocation, reconstruction and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction and/or repair of and all damage done to all such items or adjacent properties existing at the date of execution of the contract or at the time of the Work which may be interfered with, damaged, and/or relocated, reconstructed;
replaced or repaired in the performance of the Work, including the restoration and resurfacing of public streets and alleys, rights of way, easements and private property damaged or disturbed by the work, the same to be restored to as good condition as existed at the time of commencement of the Work. In the case of any City or publicly owned property damaged by the Contractor, the Contractor shall restore or replace the same subject to any conditions that the City may impose; the Contractor should inquire regarding restoration standards prior to bidding on the project unless it is willing to accept any directives from the City in this regard. The Contractor shall indemnify and hold harmless the City and City Indemnities from any claims of third parties arising out of damage caused by the Contractor in the performance of the Work.

The successful Contractor shall execute a contract in the form attached hereto as Exhibit D within five days of the date of notification that it is the successful Contractor. Failure to execute the Agreement shall constitute grounds for the City to retain the bid security of the Contractor as liquidated damages, and to annul the award of the bid to the Contractor (and to either rebid the Work to contract with another bidder).

3.03 Qualifications:
The Contractor shall be fully licensed to work in the City, and in the State of Illinois. The Contractor shall submit sufficient evidence of the Contractor's and the Contractor's subcontractors, if any, qualifications and abilities to complete the Contract, including references from similar relationships that are ongoing or recently completed. Subcontractors must also be licensed with the City.

Although price is a major consideration, product quality, references, service, delivery time, and past experience, if applicable, will also be considered. No bid will be considered unless the Contractor shall furnish evidence satisfactory to the City that it has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to it. Bid documents, which are not responsive to the requirements herein, may not be considered by the City for an award of the contract. The contract will be awarded to the lowest responsible bidder. In determining the responsibility of the bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Contractor, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, experience, efficiency, facilities and resources. The contract will be awarded in the City’s best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the bidder to perform the Work. The Contractor shall furnish any information and data requested by the City for this purpose.

3.03.01 Professional Services Selection Act:
The City of DeKalb complies with the Professional Services Selection Act, 50 ILCS 510/5 with regard to the selection of parties to perform covered professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection does not apply to services covered by said act.

3.04 Contract Management:
This Contract will be under the administration of the City Representative. Detailed daily supervision of the Contract shall be provided by the City Representative or by his or her authorized delegate(s). Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the City Manager or City Council, and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless preceded by written agreement.

3.05 Protection of Public and Private Property:
The Contractor shall exercise all necessary caution to protect pedestrian traffic from injury and to protect all public and private property from damage caused by the Contractor's operations. Any practice obviously hazardous in the opinion of the City Representative or site representatives shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The City has the right to immediately stop any operation deemed unsafe. The Contractor shall comply with all OSHA and other federal, state, and municipal safety standards and policies. The Contractor shall provide copies of OSHA logs upon request.
3.06 Concurrent Operations:
The proposed Contract is a nonexclusive agreement with the City. The City reserves the right to use other Contractors or its own employees to perform work similar to that being performed under the terms of the Contract. Performance of work by others shall be construed as being consistent with the terms of the Contract and shall not be cause for the Contractor to cease performance of work as directed.

3.07 Licenses and Permits:
The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this Contract. The City shall waive the cost of all required City licenses, fees, and permits, with the exception of those licenses and fees associated with securing a business license to conduct business within the City.

3.08 Severability:
If any portion of this Contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the Contract shall remain in full force and effect.

3.09—Accidents:
In the event of accidents of any kind, the Contractor shall immediately notify the City Supervisor and Police Department to secure a police report for insurance purposes, and shall provide a full accounting of all details of the accident. The Contractor shall furnish the City’s Legal Department with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties. The Contractor shall cooperate fully with any investigation of an accident, which occurs on City property or within City buildings.

3.10 Sexual Harassment:
The City will not tolerate any act of sexual harassment by Contractors and their employees. Violation of this policy will be considered grounds for terminating either the Contract or the Contractor’s employee from work on this Contract.

3.11—Blood-borne Pathogens Exposure Control Plan:
The Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1910.1030 require the City and its contractors to develop a written exposure control plan for blood-borne pathogens for their employees. Prior to execution of this agreement, the successful Contractor shall supply the City with a copy of their Blood-borne Pathogens Exposure Control Plan, which shall be subject to the review of and approval by the City as a condition of the contract. The successful Contractor shall also identify any other applicable regulations relating to the performance of its obligations and shall comply with such obligations (and submit a written plan to the City if required under the applicable regulations). This plan shall include engineering controls, work practices, personal protective equipment, employee training, and recordkeeping procedures for all employees who could be exposed to blood-borne pathogens. Each Contractor shall be responsible for identifying covered employees, developing an exposure control plan, training employees, identifying and providing Personal Protective Equipment, and developing recordkeeping measures. Education and training records must be kept by the Contractor, to include: name of employee, date(s) of training, and employee job title. The plan(s) shall be available to the City upon request. Contractor’s employees shall assume that all human blood and body fluids containing human blood are infected with blood-borne pathogens and shall follow the guidelines established by the Contractor.

3.12—Term of Contract:
The initial term of this Contract shall run from one (1) year subject, however, to the right of the City to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.
The following provisions apply only if checked:

- [ ] One time contract, no term after delivery (other than applicable warranty coverages or service agreements).

- [ ] Upon normal expiration of the Contract, the Contractor shall continue, at the sole option of the City, to provide services on a month-by-month basis, under the same terms and conditions, for a period not to exceed four (4) months.

- [ ] Upon mutual agreement, this contract may be extended for ________________, upon a ninety (90) day written notice from the City of its intention to exercise this option. A one (1) time economic adjustment for labor, material, supplies, and equipment costs shall be allowed for each one (1) year extension to the Contract after the initial one (1) year Contract period. This economic adjustment may not exceed the published Chicago Area Consumer Price Index (CPI) for the previous twelve (12) month period.

- [ ] Other: __________________________________________

The initial Contract places no obligation on the City to appropriate funds, and continuation of this Agreement beyond the initial term of the Contract and Contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the City for this work.

3.13 References:
Bidders shall provide a list of not less than five (5) current customers with their bid submittal, said information to include name and address of the firm, and contact names with their daytime phone number, that can speak to the quality of services provided by the Contractor, and the addresses of facilities maintained by the prospective firm. In the event Contractor proposes to utilize Subcontractors, five (5) references shall be provided for each Subcontractor as well.

3.14 Special and Unforeseen Work:
Due to the generalized nature of the work under this Contract, instances may occur where the City desires to have additional materials or services provided outside the original intent of this Contract. Payment for these services shall be made based on a bid price per man hour for the performance of the additional work as bid on the Bid Sheet. Requests for additional work shall be authorized in writing only through the Director or designee.

Contractor shall make no claim against the City and no claim shall be allowed for any damages, which may arise out of any delay caused, by the City or City Indemnities. Contractor’s sole remedy for a City-caused delay shall be a day-for-day extension of time to complete the Contract.

3.15 Exceptions:
Any exceptions to the specifications are to be noted on the Detail Exceptions Sheet and included with the bid at the time of submittal.

3.16 Communications:
The Contractor shall set up a communication process that will enable City representatives to contact appropriate representatives from the Contractor twenty-four (24) hour a day, seven (7) days a week. The Contractor shall provide each Supervisor with a cellular phone, at the Contractor’s expense, for communicating with the City officials. The Contractor and the City shall jointly establish a written message system whereby notice may be given by the City to the Contractor indicating problems, complaints, and other Contract discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests and notices.
3.17 Security and Access:
The Contractor may be working in several areas, which are under secured access, and other areas, which will be generally open to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. All areas shall be secured when the Contractor has completed their daily operations.

Access cards or keys will be furnished to the Contractor for designated staff to use while in performance of the awarded contract. The access cards or keys will be issued from and shall be returned to a designated City employee at the completion of the contract. The Contractor’s representative shall sign for each access card or key set received and a log shall be maintained by the City. The City Representative may establish additional restrictions relative to any access cards or key sets.

3.18 Hours of Work:
The Contractor shall schedule normal work hours for crews that consider the hours of operations for its services. The Contractor shall provide to the City Representative, for his or her approval, a schedule of proposed regular working hours for all buildings prior to the startup of the Contract. Any changes in these regularly scheduled hours shall require prior written notice and approval by the City Representative. All proposed hours of work shall comply with the then-current City of DeKalb noise ordinances as may be in effect, for work performed in the City of DeKalb.

3.19 Handling of Waste:
The Contractor shall ensure that their personnel properly dispose of waste and recyclables. This shall include recyclable goods and biohazards, in accordance with the plans and procedures approved by the City. Under no circumstances shall the contractor dispose of recyclable materials in the trash.

3.20 Work Crew Supervision:
The Contractor shall provide qualified Supervisors to supervise each crew engaged in work under the Contract.

The Supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City Representative. Failure of a Supervisor to act on said directives shall be sufficient cause for the City to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications.

The Supervisors shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Supervisors will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules.

Each Supervisor is required to check and verify Contract compliance before work crews leave each day. The Supervisor shall inform the City Representative of any item(s), which require additional follow-up to fully meet the Contract requirements. Written reports shall be submitted to the City Representative on such basis as the City Representative shall require, but not more frequently than daily.

The Supervisors shall be physically fit, fluent in both written and spoken conversational English, self-motivated, and capable of working without direct supervision.

3.21 Contractor’s Personnel:
The Contractor shall be expected to supply a sufficient number of personnel to be able to complete all workmanship standards as set forth in these specifications. All of the Contractor’s personnel shall be fluent in both written English, where essential to the performance of responsibilities, and spoken conversational English, self-motivated, capable of working without direct supervision, and have received appropriate training in order to deal with sexual harassment and bio-hazard handling situations.

☐ The following bracketed paragraph applies only if this section is checked.
All Contractor employees shall display City approved photo identification badges while working on City premises. No employees shall be allowed access to any area without displaying the required identification badge. Employees shall wear uniforms, which shall consist of a shirt/blouse and pants, consistent in color and appearance, featuring a company identification patch at all times while working on City premises. The City shall be informed of any changes in the uniform articles that the Contractor plans to introduce; uniforms shall be subject to pre-approval by the City.

3.21.01 Background Investigation:
Where the Contractor is engaging in work of a sensitive nature or working in an environment with exposure to confidential information, or under such other circumstance as the City shall deem appropriate, the City may require the Contractor to comply with the terms of this section 3.21.01. In such case, prior to commencing work, the Contractor shall submit to the Chief of Police, or designee, the names, home addresses, date of birth, social security numbers, immigration documents (if applicable), and driver’s license numbers of all employees to be engaged in work specified herein, or having access to the buildings in an inspecting or supervisory capacity, and the Contractor shall cause to be completed fingerprint charts and personal history statements of all employees. No employees shall commence work at any time during the Contract period until the above-listed information has been submitted to and written clearance received from the Chief of Police. The Contractor shall provide written authorization from prospective employees for the City to perform the security clearances required in this Contract. Employees of the Contractor shall be subject to the same standards of pre-employment examinations as regular full-time employees of the City and shall be held to the same standards of conduct. The Contractor will provide and maintain a current list of employees working on the City account to include locations and times at locations. Copies for the listing shall be issued to the Chief of Police, Director, and Foreman.

The City shall have and shall exercise full and complete control over granting, denying, withholding, or terminating clearance for Contractor’s employees. Employees whom the City deems careless, discourteous, or otherwise objectionable or who cannot meet standards required for security or other reasons shall be prohibited from performing work.

MATERIALS AND EQUIPMENT

4.01 City to Furnish:
In support of this Contract, the City will supply the Contractor with any items listed on the description of Work. No other items shall be supplied by the City, without the City’s express, written consent.

4.02 Contractor to Furnish:
The Contractor shall provide, at his/her expense and at no additional cost to the City, all other equipment, and supplies required to support the work activities as specified, with the exception of those items being provided by the City as itemized herein.

The Contractor shall make available to the City samples of the supplies they propose to use to enable the City to assess product quality and safety. If for any reason the City objects to the use of a given product, the Contractor shall discontinue use and find a substitute that is acceptable to the City. Quality assessment shall be at the sole judgment of the City, whose decision shall be final.

All products supplied and used under this Contract shall be new and within product expiration dates. Expired products will not be used. They must meet all applicable federal, state, and local standards for product safety. Products and containers shall be properly labeled to meet all applicable standards and regulations regarding safety, toxicity, and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites, and the Contractor is responsible to keep all MSDS books current.
4.03 Standards and Workmanship:
It is the intent of these specifications for the Contractor to provide a high level of service. The following statements indicate the general standards and workmanship to be furnished under this Contract. More detailed standards and specifications are provided later in these specifications.

4.03.01 Restrictive or Ambiguous Specifications:
It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the City Representative if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the City not later than at the pre-bid meeting. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary meaning.

PERFORMANCE AND PAYMENT

5.01 Disputes:
The Contractor will be expected to faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the City Representative reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances, when a dispute cannot be resolved between the Contractor and the City Representative, the dispute shall be resolved by the City Manager whose decision shall be final.

5.02 Payment:
Payment for all work completed and accepted will be made on a monthly basis (where possible, based upon the schedule for submittal of items to regularly scheduled City Council meetings) per the Contract prices including other agreements authorized in writing as per Special and Unforeseen Work. The Contractor shall submit an itemized monthly invoice, by facility, to the City for all work completed during the month, on or before the first Monday of the following month.

The Contractor shall also submit with the monthly invoice their current price list, and a copy of the Contractor's invoice for the applicable supplies provided to the City, all of which is for informational purposes only. The City will make payment within thirty (30) days of receipt of invoice and acceptance by the City.

5.02.01 Taxes:
No charge will be allowed for taxes, which the City is exempt from paying. The City of DeKalb is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax, or the Service Use Tax. The City is also exempt from Federal Excise and Transportation Tax.

5.03 Penalties:
Any deficiency communicated in writing to the Contractor, and not corrected within the time limits allotted by the City Representative, shall become subject to a financial penalty for nonperformance or substandard performance (including inappropriate materials and equipment). Penalties, if any, shall be withheld from the monthly payment by the City. Penalties, if applied, do not limit the right of the City to seek other redress for nonperformance or substandard performance. Penalties shall be assessed per occurrence. The purpose of penalties is to ensure quality of service to the City. For the purpose of penalties, the monthly fee shall be the yearly price divided by twelve (12). Assessment of any penalty shall in no way absolve the Contractor from the responsibility to correct the unsatisfactory or uncompleted work. The City reserves the right to set aside additional retention if deemed necessary by the City to protect against any deficient performance or to otherwise protect the City's interests.
Exhibit A: Detailed Cost Sheet

Note: The total extended cost must be transferred to the Bid Sheet. Failure of the Bidder to complete the Detailed Cost Sheet OR transfer the extended total cost to the Bid Sheet may be cause for rejection of the bid submittal.

City of DeKalb
200 S. Fourth St.
DeKalb, IL 60115

Bid Opening: Friday December 02, 2:00 p.m.

Company Name: Wm. Nebhe Co
Telephone: 618-444-3440
Address: 110 S. Church St.
Fax: 618-929-7375
City, State, Zip: Waterloo, IL
Email: RVerth@wmmobbc.com
Contact Person: Randy Verth

BID PRICE:

Regenerative Air Street Sweeper
Specifications found on Exhibit F.

$216,000.00

List any and all deviations from minimum specifications:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of DeKalb the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Randy Verth
Signature of Authorized Representative

Randy Verth, Municipal Sales
Name and Title of Authorized Representative
Exhibit B: Bid Sheet

Note: the Bidder must complete all portions of the Bid Sheet.

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

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotator, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

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

Bidding Company Name: Wm. Nobbe Co

Total, Not-To-Exceed Price: $216,000.00

☐ Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.

<table>
<thead>
<tr>
<th>If it is the Contractor’s intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the City must be advised of the subcontractor’s company name, address, telephone and fax numbers, and a contact person’s name at the time of bid submittal.</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will you be utilizing a subcontractor?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>If yes, have you included all required information with your bid submittal?</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Are your subcontractors registered to do business with the City?</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

- OR-

INDEMNIFICATION: The Bidder hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City. The Bidder agrees to indemnify, defend, insure, and hold harmless the City in compliance with the most stringent language in this bid package.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company submitting this bid complies with the Bidder Certifications included in the Form of Agreement attached as Exhibit D.

TOTAL PRICE: The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, 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.
Bidder's Firm Name

WM. NOBBE Co

Signed Name and Title

Randall Veath Sales

Print Name and Title

Randall Veath Sales

E-mail Address

rveath@wmnbbeco.com

Street Address

110 S Church St.

Fax Number

618-939-7395

City

State

Zip Code

WATERLOO IL 62291

Phone Number

618-464-5440

Date

12-02-16
Exhibit C: Detailed Exceptions Sheet

EXCEPTIONS: Any exception to any term of this document or to the Agreement must be clearly noted on the Detail Exceptions Sheet(s). Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH BID SHEET. ATTACH ADDITIONAL PAGES IF NECESSARY.

Bidder's exceptions are:

<table>
<thead>
<tr>
<th>SECTION NUMBER</th>
<th>EXCEPTION TITLE</th>
<th>EXCEPTION DETAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit D: Form of Agreement

The City shall execute a purchase order with the successful bidder on terms and conditions consistent with these bid specifications and the successful bidder’s bid package, subject to such modifications and adjustments as shall be negotiated between the parties, or on such terms as the City shall agree to if competitive bidding is waived.

Independent Contractor
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the “City” and “__________” hereinafter referred to as the “Contractor”, with the City and Contractor agreeing as follows:

A. Services:

Contractor agrees to furnish to the City the following services:

________________________ See attached Exhibit F

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination, the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City’s issuance of a notice of termination shall function as a stop-work order, beyond which the Contractor shall not incur any additional costs without the City’s express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A and B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City’s express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.

D. Changes in Rates of Compensation (and Prevailing Wages):

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all
E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City, which is of a confidential nature, including without limitation information, which is proprietary, personal, required by law to be confidential, or relates to the business, operations, or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents 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.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City’s relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit F, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibits A and B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City’s equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its’ own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.
The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(3)–(3) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 285/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer 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, Contractor agrees that it will file with the City, 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.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug-free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance abuse program and provides drug testing in accordance with 820 ILCS 120/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and
382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

**Responsible Contractor Requirements:** The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies that work that will be performed by subcontractor that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require 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 all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job categories included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

**Record Retention and Audits:** If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a United States Citizen or Corporation, Resident Alien, Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

**Tax-Payer Certification:** Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is ____________ and is doing business as a (check one): __ Individual __ Real Estate Agent __ Sole Proprietorship __ Government Entity __ Partnership __ Tax Exempt Organization (IRC 501(a) only) __ Corporation __ Not for Profit Corporation __ Trust or Estate __ Medical and Health Care Services Provider Corp.

**Authorized in Illinois:** The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 20 ILCS 575/1, et. seq.

**Export Administration, Supplies, Labor:** The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The
Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et seq.

**General Compliance and Certification:** The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restrictions. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Contractor or any subcontractor.

**OSHA Standards:** The Contractor certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any work.

**CERCLA-Indemnification:** The Contractor certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City and City Indemnitees 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 of 1980, 42 USC 9601, et seq., as amended from time to time, 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.

**Buy America:** The Contractor certifies that, if required, it shall comply with 49 USC 5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 CFR 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), and to submit to the City an executed Buy America Certificate in a form acceptable to the City.

**Collusion:** The Contractor certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.

**I. Indemnification:**

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, taxes, liabilities, charges or expense, including but not limited to attorney's fees and court costs, which the City may sustain or for which it may become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the Contractor's performance of services on behalf of the City.

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission, and/or negligence.
J. Insurance, Licensure, and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit E. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor’s sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

The prices included on this Agreement include all royalties and costs arising in the Work. Any items or services provided shall be provided to the City subject to the Contractor’s legal right to provide the same. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any and all claims for infringement by reason of the use of any such patent design, device, materials or process, to be performed or used under the Agreement, and shall indemnify and hold harmless the City for any costs, expenses, attorneys' fees and damages which may be obligated to pay, by reason of any infringement at any time during the prosecution or after completion of the Work.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Contract Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms.

L. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:
For the City:  

City Manager  
City of DeKalb  
200 S. Fourth Street  
DeKalb, IL 60115

For the Contractor:

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports:

Contractor shall report to the City Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

O. Document Correction / Supplements:

Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor’s invoices, shall waive the City’s ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City, and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City’s failure to previously demand the same.

Agreed to this ______ day of ____________, 20__
City of DeKalb  

City Mayor/Manager  

City Clerk
Exhibit E: Insurance Requirements:

1. All Contractors and All Contracts.

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance, and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

2. Certificates and General Conditions:

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional primary insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

3. Comprehensive General Liability Coverage Requirements:

Unless this Section 3 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person / Two Million Dollars ($2,000,000.00) per occurrence. This insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after final payment. The coverage shall also include contractual liability insurance coverage for the Contractor's obligations to indemnify and hold harmless the City and the City Indemnities.

4. Automobile Insurance Coverage:

Unless this Section 4 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person / Two Million Dollars ($2,000,000.00) per occurrence. This policy shall include coverage for all owned, hired, and non-owned automobiles used in furtherance of this Agreement.

5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:

Unless one or more subsections of this Section 5 of Exhibit E is clearly marked out as being inapplicable:

A. Professional Liability / Malpractice: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.
Exhibit F: Bid Specifications

Bid specifications for Regenerative Air Street Sweeper

YES NO
1. X ___ VEHICLE TYPE: Tier 4 Peterbilt or Kenworth right-side steering only.
2. X ___ G.V.W.R: 33,000 pounds minimum.
3. X ___ WHEEL BASE: 152" minimum.
4. X ___ CAB TO AXLE: 122" minimum.
5. X ___ FRAME: Yield strength of frame shall be 110,000 PSI minimum.
6. X ___ ENGINE: Both drive and auxiliary engines to be diesel turbo charged. Both engines to be supplied with emergency shut down system for low oil press, low coolant level, high coolant temperature as well as dash mounted air filter indicators, and cold starting systems. Minimum S.A.E. Net H.P. Ratings shall be: 205 for drive engine and 115 for auxiliary engine.
7. X ___ TRANSMISSION: Shall be an Allison five (5) speed 2500 HS with dash mounted push button selector. Shall also include a factory installed heavy duty coolant to oil transmission fluid cooler.
8. X ___ DIFFERENTIAL: Meritor RS-21-145 R or equal.
9. X ___ STEERING: Right side steering only. Turning radius not to exceed 54 feet. Please state turning diameter on unit bid.
10. X ___ AIR BRAKE SYSTEM: Full (4 sensor 4 modulator) all wheel anti-lock brake system. Straight air, cam type, with 15.2 C.F.M. compressor minimum.
11. X ___ AIR DRYING SYSTEM: Meritor Wabco system saver 1200 spin on desiccant air dryer with 12 volt, 100 watt automatic heated moisture ejector shall be installed in the air brake system.
12. X ___ FRONT BRAKES: 15" x 4" cam type minimum with sealed air brake chambers and Haldex automatic slack adjuster. Brake dust shields to be included.
13. X ___ REAR BRAKES: 16.5" x 7" cam type minimum with Haldex automatic slack adjusters. Brake dust shields to be included.
14. X ___ PARK BRAKE: Spring applied park brake system.
15. X ___ FRONT AXLES: 12,000 lbs. minimum/capacity. Front axle wheel bearings to have wet oil seals (Stemco or equal).
16. X ___ FRONT SPRING: 12,000 lb. capacity flat leaf type.
17. X ___ FRONT SHOCKS: Heavy-duty double acting.
18. X ___ REAR AXLES: 21,000 lbs. capacity.
19. X ___ REAR SPRINGS: 21,000 lb. minimum capacity flat leaf type.
20. X ___ WHEELS: (Front) 22.5 x 8.25 10 hole steel disc wheels with I.S.O. hub pilot mounting. (Rear) 22.5 x 8.25 10 hole steel disc wheels with I.S.O. hub pilot mounting.
21. X ___ FRONT TIRES: 11R x 22.5 16 Ply Michelin, Firestone or Goodyear, new/virgin only. (circle brand of tire)
22. X ___ REAR TIRES: 11R x 22.5 16 Ply Michelin, Firestone or Goodyear, new/virgin only. (circle brand of tire)
23.SPA TE WHEEL: One (1) spare tire and wheel (mounted and matching specification of front/rear tire/wheel) shall be supplied.

24. BACKUP ALARM: Shall be an automatic decibel increasing alarm based on surrounding ambient noise part number SA950 (Ecco) or equal.

Engine

yes✓ no
Engine shall be equipped with a full-flow spin-on oil filter, fuel filter and fuel water separator.

yes✓ no
In order to have the cleanest air possible, the air intake shall be at least 8 feet above the ground level.

yes✓ no
Auxiliary engine shall be warranted by engine manufacturer for not less than 2 years or 2,000 hrs. (whichever occurs first). Emissions shall be warranted for not less than 5 years or 3,000 hrs. (whichever occurs first).

yes✓ no
Twelve (12) volt electrical system, electrical starter and 90 amp alternator shall be provided. Sweeper shall have resettable circuit breakers and automotive fuses.

yes✓ no
Auxiliary engine, muffler, fuel tank, battery box, hydraulic tank and cooler to be protected by a shroud

yes✓ no
Daily engine maintenance points, including engine oil dipstick removal, engine air cleaner removal, visual check of hydraulic oil and engine coolant must be able to be performed from ground level without the aid of a ladder or steps or lifting the hopper.

yes✓ no
Hopper shall include an expanded metal screen engine cover to protect the engine and reduce buildup of leaves in the engine compartment. This engine cover shall also include three tree limb protection bars.

Dust Separator – High Capacity

yes✓ no
A centrifugal dust separator with a minimum 29,000 cubic inch volumetric area shall be supplied inside hopper to remove airborne dust from the air stream. The dust separator shall be designed so that it will not plug with normally encountered debris.

yes✓ no
The dust separator shall have a clean-out door that opens automatically and discharges debris from the separator when the hopper is raised.

yes✓ no
Cable or other manual/mechanical means required for discharging debris in the separator shall not be allowed.

Hopper

yes✓ no
The volumetric capacity of the hopper shall not be less than 8.0 cubic yards. The usable capacity shall not be less than 7.0 cubic yards.

yes✓ no
Hopper screen to be stainless steel, two piece saw-tooth design such that airflow will not be interrupted even in difficult sweeping conditions. Flat screens are unacceptable due to premature clogging of the screen. Hopper screen shall be a minimum of 3000 square inches.

yes✓ no
Hopper screens must have 2 hinges on each screen, allowing the screen to drop down from one side, providing extra safety for the operator during cleanup.
Contents shall be dumped to the rear of the vehicle at a height no less than 36 inches. Dumping system shall include twin hydraulic dumping cylinders.

Hopper roof, sides, floor, rear door, separator, separator screens and bulkheads to be constructed from stainless steel.

Dump door to be hydraulically opened, closed, and locked. Operation of the hopper dump door to be accomplished from inside or outside the cab.

Hopper shall be airtight through the use of rubber seals on all doors and openings.

Weatherproof dump switches to be located outside directly behind cab for visibility and safety during the dumping process. There shall be one switch for each function: raising and lowering the hopper to the dump position, opening and closing the dump door, and turning the 2 rear bumper mounted flood lights on for night dumping.

Sweepers that use a no tilt method of dumping hopper or use an inside of hopper mechanical means of pushing debris out of the hopper (rake bar) will not be accepted.

Hopper shall have a shroud enclosing the auxiliary engine, muffler, blower housing, fuel tank, battery box, and hydraulic tank and cooler. Shroud shall be designed to help protect components from the elements and vandals.

The hopper shroud shall also be designed to reduce auxiliary engine noise by having a minimum of 1" thick sound dampening material attached to the inside of shroud in the engine compartment area. Sound deadening material must consist of at least 48 Square feet of material. Shroud must be an integral part of the hopper and lift when the hopper is raised. The shroud shall give the sweeper a neat, well thought out streamlined appearance. In the interest of sweeper protection, public safety and sweeper noise reduction, sweepers that do not meet all of these requirements will not be accepted.

The suction tube entering hopper shall be bolt on for easy replacement and constructed of abrasion resistant steel.

A hopper door open/close switch shall be mounted on console to allow rear door to be operated from inside cab.

Hopper floor to be constructed with stainless steel. The roof, bulkhead, rear door, and sides shall be constructed of a minimum of 10 gauge stainless steel. The hopper floor shall slope 3 degrees towards the rear door.

**Hydraulic System**

Hydraulic power shall be used to operate all broom rotation and lifting functions. Systems incorporating pneumatic-type controls will not be accepted.

Hydraulic pressure shall be set at no less than 2500 PSI for all hydraulic functions.

Sweeper shall utilize a multi-stage gear driven hydraulic pump, minimum 25 gallon vented hydraulic reservoir, a spin-on 10 micron return filter, and high pressure hoses and fittings.

Hydraulic reservoir to have tank mounted level and temperature indicator. Hydraulic reservoir shall be mounted above the hydraulic pump.
yes ☑️ no ___ Hydraulic system to have a minimum 9,000 BTU oil to air radiator type hydraulic oil cooler.

yes ☑️ no ___ Hydraulic tank shall have shut-off valves for hydraulic oil filter change.

yes ☑️ no ___ Hydraulic system shall have quick disconnect relief pressure check ports mounted in the hydraulic manifold(s).

yes ☑️ no ___ For safety of the operator, no sweeper hydraulic lines to run into or through the cab.

yes ☑️ no ___ Hydraulic valves shall have built-in diagnostic system lighting for troubleshooting hydraulic flow and electrical power.

A 12-volt DC hydraulic backup system shall be provided which may be used to operate all hydraulic functions without starting the auxiliary engine.

---

Blower

yes ☑️ no ___ Heavy-duty steel blower shall be used to create air pressure and suction (regenerative air) for removing debris from road surface. Sweepers that clean road surfaces by using suction only (pure vacuum) will not be accepted.

yes ☑️ no ___ Blower to be powered by the sweeper auxiliary engine via a heavy-duty 5-groove v-belt or direct drive. A belt safety guard shall be supplied.

yes ☑️ no ___ The blower shall be a closed face turbine type. The blower shall be constructed of 500 Brinell hardness abrasion resistant steel. Fan to be fully balanced within 1.5 grams on both sides for long fan and bearing life. A die-cast aluminum alloy open face blower, either covered with rubber or not, or a die cast steel open face blower will not be acceptable.

yes ☑️ no ___ Sound dampening material is required in the area of the auxiliary engine and blower to aid in soundproofing.

yes ☑️ no ___ The blower housing shall be constructed of 3/16" abrasion resistant steel with the inside of the housing covered by a replaceable rubber wear liner.

yes ☑️ no ___ Blower housing shall not be an integral part of the hopper and shall be mounted parallel with the front of the hopper.

Blower shall be mounted on sealed self-aligning anti-friction bearings. Blower shaft to have grease able bearings requiring 1/4 ounce of grease every 250 hours to ensure maximum life expectancy. Non- grease able bearings are unaccepatble due to sweeper environment. Blower shaft shall be a minimum of 36 inches long and 2 1/4" diameter to reduce stress or premature bearing wear. Grease points shall be accessible from ground level.

---

Pick Up Head

yes ☑️ no ___ Pickup head shall be spring balanced all steel fabricated with separate upper and lower chambers where pressurized air is blasted from the upper chamber through an elongated blast orifice to the lower chamber.

X ☑️ no ___ The blast orifice shall be a replaceable and shall have a replaceable rubber leading edge and be angled a minimum of 3 degrees towards the suction side of the pickup head. This will ensure a smooth transfer of debris by increasing pressure as the debris moves toward the suction tube. Sweepers with blast orifices that are not angled toward the suction tube will not be acceptable.
The pickup head shall not be less than 87 inches wide and 30 inches long giving a total head area of 3240 square inches.

Pressure and suction hoses shall be least fourteen inches in diameter and be constructed from 3/8 inch thick heavy duty molded wire reinforced molded rubber.

Sweeping paths shall be at least:

- Pickup head only = 87 inches
- Pickup head and one gutter broom = 117 inches
- Pickup head and two gutter brooms = 144 inches

Pickup head shall be equipped with doublewide full length virgin carbide drag shoes for maximum life. Front and rear of drag shoe to be snowshoe design to follow road contour without damage. Shoes shall be interchangeable from either the left or right side.

Drag shoes shall be warranted against wear-out for a minimum of two years/2000 hours, prorated.

Sweeping head shall be raised and lowered hydraulically by a single switch located in the cab.

Head to have a quick disconnect at the lower section of the head suction tube.

Suction transition shall include two high volume water nozzles to lubricate the suction tube to reduce clogging during sweeping operations.

**Gutter Brooms**

Dual gutter brooms shall be 42" minimum diameter, flattened wire filled vertical digger type for removing debris from gutter area.

Gutter brooms to be hydraulic motor driven and shall be positioned laterally and vertically by a hydraulic cylinder and springs.

Each gutter broom shall have an adjustment to allow downward compensation for bristle contact, pattern and wear and shall be full floating to follow street contour.

Each gutter broom shall have lateral flexibility to swing inward no less than 15" under the chassis when encountering the impact of an immovable object thus avoiding damage to the broom assembly.

Each gutter broom shall be held in the up and transit position by use of a hydraulic cylinder and an electric lock valve attachment.

Upward motion for gutter broom storage shall be regulated by an adjustable flow control valve.

Each gutter broom shall additionally incorporate a hydraulically actuated tilt capability of at least 27 degrees, remotely controlled from the console in the cab to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).

Each gutter broom motor shall have a heavy duty seal, seal slinger/protector and heavy duty bearing to extend life.
Each gutter broom shall have an in-cab variable speed control independent of the sweeper auxiliary engine RPM. This shall include a rocker switch for each gutter mounted on the sweeper console.

Dust Control System

Water spray to be supplied by twin electric diaphragm water pumps. The water pumps to produce a minimum of 45 PSI, with a minimum 7.7 gpm each at 2500 rpm. The water pumps to automatically disengage when the water supply is depleted or the pre-filter is clogged. A pre-filter filter minder shall also be provided. Pumps shall be mounted below water tank bottom level.

Water tank capacity not to be less than 250 gallons with optional 350 gallon available and should be constructed of polyethylene for strength and corrosion resistance.

A minimum 25-foot long fire hydrant fill hose shall be provided with 2.5" NST coupling to fill water tank. A minimum 2" air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack.

Water system to be filtered by a 50 mesh cleanable filter with restriction indicator located between tank and water pump. For ease of cleaning, water filter to be at ground level. Water shut-off valve shall be provided to allow cleaning filter without losing water supply.

Minimum of 2 adjustable spray nozzles shall be located at each gutter broom.

Dust suppression system to include two spray nozzles at the front axle. Left nozzle to come on when left gutter broom water is in use and right nozzle to come on when right gutter broom water is in use.

Each water spray function to have its own independent on/off cab controlled solenoid valve.

An in-cab water level gauge and an in-cab low water level alarm located on the sweeper console must give operator constant visibility of water system levels.

Water spray nozzles shall be provided as follows: no less than five nozzles at pickup head, two nozzles inside hopper, two nozzles at right gutter broom, two nozzles at left gutter broom, two nozzles in the suction tube, and two at the front axle.

No part of the water system shall be made with ferrous metal.

The water system shall incorporate an air purge system for flushing water lines during freezing conditions.

Sweeper to be equipped with a front spray bar with at least 7 nozzles. Spray bar to be mounted on front bumper.

Operating Controls and Displays

Sweeper shall be equipped with right side only steering controls.

Auxiliary engine control and gauges shall consist of: keyed ignition, electronic throttle control, leaf bleeder control, oil pressure gauge, water temperature gauge, voltmeter, tachometer, and hour meter. All gauges to be full color, high resolution display. The display shall include a diagnostic gauge with the ability to read and record engine error codes and engine load and fuel consumption.
<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hydraulic temperature, dust control water level, leaf bleeder position indicator, hopper tilt status, parking brake status, and sweeper standby controller status shall be displayed on a full color, high resolution display mounted on the sweeper console.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Console to have independent switches for operating left gutter broom, tilt, and variable speed, right gutter broom, tilt, and variable speed, and pickup head. All switches to be lighted and have international symbols for easy identification.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Console to have individual switches water pump on/off switch and low water level warning light. Independent water control switches for left gutter broom, right gutter broom, pickup head, hopper, front bumper, and nozzles at front axles. All switches shall be lighted and have international symbols for easy identification.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Console to have independent switches for each gutter broom light, rear dump light, and safety strobes.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>All sweeper main electrical systems to be separately fused at the systems locker.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>The console shall feature a &quot;stand by&quot; control that allows one touch return to sweeping after equipment selection. The standby feature shall be switch selectable to provide lift in reverse or sweep in reverse.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Instrument readings that are out of range including low hydraulic oil level, hydraulic oil filter restriction, chassis over speed, communication error, spray water filter dirty, spray water low, high dump angle warning, unsafe dump angle lock out, parking brake not set, and outriggers down shall display an warning icon and sound a warning chime. Non safety chimes may be acknowledged for 90 seconds.</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Hand Hose Equipment**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sweeper to have an auxiliary hand hose for cleaning remote areas inaccessible to the sweeping head and for cleaning out catch basins.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Hand hose to be 8&quot; in diameter, at least 12’ long, with a hydraulic boom and 52&quot; serrated tip collection nozzle. Hand hose shall be stored on the rear of the sweeper. 3’ and 4’ extensions required. Flat faced, gasketed connections via cam buckle type will only be allowed.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>A block off plate to divert airflow to the hand hose shall be provided. Block off plate to fit in tool box. For operator safety, no sweeper will be accepted that requires the block off plate to be stored in the cab.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>The boom shall have a lift cylinder with no less than a 1-1/2’ bore, a chrome plated rod with a 1” diameter, and a stroke of no less than 12.” The cylinder shall be rated for a minimum of 3000psi.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>The boom extension cylinder shall raise the end of the boom hose a minimum of 4' from its stowed position. Hand hose shall be stored on the rear of the sweeper. Hand hose shall be rubber and manufactured by Kanaflex or equivalent.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Controls for the power boom shall be located on a metal bracket attached to the end of the Kanaflex hose. The controls shall include both the up and down function as well as a remote throttle control for the sweeper engine.</strong></td>
<td></td>
</tr>
</tbody>
</table>
Safety Equipment

Sweeper to meet all federal motor vehicle safety standards.

Sweeper shall include two hopper safety struts that lock hopper in the raised position during maintenance. Safety struts to be permanently mounted to sweeper. Operator to manually engage and disengage struts.

Body mounted front and rear strobe lights. One directional arrow board to be mounted on rear tail gate.

The sweeper shall have two lower LED stoplights mounted into the rear bumper at a height of 35 inches. The sweeper shall also have two integral high mounted LED stoplights mounted at a height of approximately 94 inches. For protection of the lights and to make cleanup easier, the lights shall be integrally mounted in the sweeper body.

Sweeper shall be equipped with rear mounted slow moving vehicle emblem, backup alarm, cab mounted 5-lb fire extinguisher, and a warning triangle kit.

Permanent warning labels shall be provided at all hazard areas.

Sweeper shall be equipped with a high resolution color or black and white dual camera system. One camera mounted on the main pick up head and one rear mounted back-up camera.

Accessories

Sweeper must have a full width steel rear bumper mounted to frame.

8" chrome cab mounted parabolic mirrors shall be provided to aid operator in observing gutter brooms. They shall be mounted below the west coast mirrors on chassis doors.

A minimum of or larger than 18 7/8" wide X 10 1/2" tall X 24 5/8" deep lockable toolbox shall be provided. Access shall be from the curb side of sweeper.

Paint Color

The sweeper shall be painted with 1 coat of sealer/primer and 2 coats of DuPont Imron Elite polyurethane paint in the manufacturer's standard white color. Paint shall be lead free.

Gutter brooms, pickup head, sweeper and truck frame to be painted a semi-gloss polyurethane textured black for long life.

Sweeper Warranty

Per manufacturers published warranty, sweeper shall be warranted to be free of defective materials and workmanship for a period of at least 12 months or 1,200 hours from date of delivery. No exceptions.

Sweeper auxiliary engine shall be warranted for not less than 24 months or 2000 hours, whichever occurs first from date of delivery.
Sweeper hydraulic pumps and fittings shall be warranted for not less than 60 months or 6000 hours, whichever occurs first from date of delivery. Sweeper hydraulic motors and valves shall be warranted for not less than 24 months or 2400 hours, whichever comes first from date of delivery.

A no deductible manufacturer warranty not to be less than 3 years on chassis and engine including all parts and labor. All warranty work to be completed at City's Street Facility where street sweeper is stored.

**Delivery**

The unit shall be delivered completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during startup operations to make any adjustments needed to give operator instruction on the proper operation of the sweeper.

Bidder to state delivery date.

The bidder shall supply 2 complete sweeper manuals. Manual shall include system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing with part numbers, and schematics for the sweeper. Manual shall also include reproducible paper and electronic periodic maintenance schedules.

Auxiliary engine manuals to be provided. They are to consist of operations & maintenance, maintenance schedules, component technical manual, and an illustrated parts catalog.

Qualified technician shall provide complete training to City of DeKalb personnel at City of DeKalb garage or manufactures facility. Training shall include safety, operation, maintenance, and service.
## Exhibit G: Project Checklist

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attended Pre-Bid Meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timely Submitted Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Sealed and Properly Labeled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Pages Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Bond Required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Bond Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bid Opening</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bid Award</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selected Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Bid Notification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Selected Bidder Acknowledged Bid Award (Date: )</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontractors identified and authorized</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contract Signature:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder Provided Signed Contract within 5 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pre-Performance Items:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Security Required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Security Provided (prior to start of work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificates of Insurance Provided (prior to start of work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-Performance/Pre-Delivery Meeting Conducted</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pre-Payment Items:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lien Waivers Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prevailing Wage Records Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Punchlist Approval Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty, Retention or Maintenance Bond Required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty, Retention or Maintenance Bond Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty, Retention or Maintenance Bond Period Close Reminder Docketed?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Warranty/Retention/Maintenance Bond Instructions:

---

1 It is recommended to docket a reminder for this deadline at least 60 days prior to the deadline.
Exhibit H: Subcontractor Listing

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

#1:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:

#2:
Subcontractor or Materialman Name:
Address:
Telephone Number:
Email Address:
Primary Contact Person:
Primary Contact Cellular Telephone:
Attach a List of Five References for Subcontractor (See Section 3.13):
Detailed description of services to be offered by this Subcontractor or Materialman:
Exhibit I: City Punchlist and Acceptance Notice

Prior to final payment for project, this document shall be completed to identify: 1) any punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the City Representative, of this project for final payment.

Punchlist items for correction:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Date Corrected and Approved by City Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date of Punchlist Item Completion and Project Completion: ______________________________

(Note: the following day shall serve as the first day of the warranty period for this project).

City Representative Certification:

I, ____________________________ (City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

__________________________________________  _______________________
Signature                                          Date

Contractor Certification:

I, ____________________________ (Contractor’s Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to the City’s satisfaction, and that this project is otherwise ready for final payout.

__________________________________________  _______________________
Signature                                          Date
Bid Addendum:

Name of Project:

General Description of Project:

Website Link: http://www.cityofdekalb.com

Date of Addendum: ________________________

Description:
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Price</th>
<th>Not to Exceed</th>
<th>Price</th>
<th>Not to Exceed</th>
<th>TRANS Price</th>
<th>Not to Exceed</th>
<th>Price</th>
<th>Not to Exceed</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$13,618</td>
<td>$28,118</td>
<td>$20</td>
<td></td>
<td>$97,500</td>
<td>$20</td>
<td>$13,618</td>
<td>$28,118</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$22,711</td>
<td>$23,710</td>
<td>$63</td>
<td></td>
<td>$2,000</td>
<td>$63</td>
<td>$22,711</td>
<td>$23,710</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$21,570</td>
<td>$21,570</td>
<td>$114</td>
<td></td>
<td>$5,000</td>
<td>$114</td>
<td>$21,570</td>
<td>$21,570</td>
<td></td>
</tr>
<tr>
<td>ES Equipment</td>
<td>$247,546</td>
<td>$247,546</td>
<td>$335</td>
<td></td>
<td>$247,546</td>
<td>$335</td>
<td>$247,546</td>
<td>$247,546</td>
<td></td>
</tr>
<tr>
<td>(affiliate, same)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bid opening for: Street Sweeper

Date: 12/21/16
Time: 2:00 pm

### Bid Opening Sign-In Sheet

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Attendee Signature</th>
<th>Contact Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>ED Equipment Inc.</td>
<td></td>
<td>815.776.2549</td>
</tr>
<tr>
<td>R.W.O.</td>
<td></td>
<td>414 333 9746</td>
</tr>
<tr>
<td>Standard Equipment</td>
<td></td>
<td>817-604-6017</td>
</tr>
<tr>
<td>City of Dekalb</td>
<td></td>
<td>815-745-8135</td>
</tr>
<tr>
<td>City of Dekalb</td>
<td></td>
<td>815 748-2010</td>
</tr>
<tr>
<td>City of Dekalb</td>
<td></td>
<td>815 748-2332</td>
</tr>
</tbody>
</table>
Standard Sweeper Equipment for RT655

Standard Factory Warranty: 2 years or 2,000 Hours

- Stainless Steel Covered Auxiliary Engine Compartment
- Coolant/Oil Pressure Shutdown System
- Electrically Operated Throttle Actuator
- John Deere Engine Management System with LED Display
- 58 gal Auxiliary Engine Fuel Tank with Locking Fuel Cap
- 8.5 Cubic Yard Stainless Steel Hopper w/ Lifetime Warranty
- 55 Degree Dump Angle of Hopper
- Stainless Steel "S" Shape Dust Separator w/ Lifetime Warranty
- Two (2) 3" Diameter Rear Door Drain Hoses
- Two (2) Side Mounted Hopper Access Doors; LH & RH
- 25' Hydrant Hose with Coupling & Wrench
- 253 gallons; Polyethylene Water Tank
- Front Mounted Water Spray Bar with Four (4) Spray Jets
- Four (4) Gutter Broom Water Spray Jets Per Side
- Two (2) Suction Tube Spray Jets
- Two (2) Interior Mounted Hopper Spray Jets
- Stainless Steel Auxiliary Engine Exhaust System
- Auxiliary Engine Air Restriction Indicator Gauge on Air Cleaner
- Dust Proof Electrical Wiring - IP65 Standards
- Water Proof Electrical Wiring - IP67 Standards
- Two (2) Convex Mirrors & Brackets, 8" Diameter
- Front Mounted Storage Basket 54" x 13" x 11" w/36" markers

Step-Up Gear Box Driven Vacuum Blower via Fluid Coupler
14" Diameter Vacuum & Blast Hoses

In-Cab Large Object Pick-Up Head Lift
In-Cab Variable Vacuum Enhancer with LED Position Indicator
43" Diameter "unhanded" Gutter Brooms with Work Lights
In-Cab Variable Gutter Broom Speed Control - Dual
In-Cab Variable Gutter Broom Down Pressure Control - Dual
Two (2) Rear Mounted LED Strobes with Limbguards
125 Micron Hydraulic Suction & 25 Micron Return Filters
20 Gallon Hydraulic Oil Tank
Master Sweep Control Switch to Start/Stop All Sweeping Functions
Pick-Up Head measuring 93" x 30"
12' Wide Sweeping Path
Automatic Safety Body Prop with Hands Free Release
Electric Over Hydraulic Hopper Lift
Dust Separator, Pick-up Head, and Hopper Deluge System
Inside or Outside Cab Handheld Pendant Dump Controls
Stainless Steel Water Manifold
L.E.D. Indicators on All Solenoid Plugs
Body Painted in Standard Factory White
Body Paint Two Part Epoxy
Engine Pack & Sweep Gear Powder Coated Gray
1 each Sweeper Ops, Parts & Service Manuals - English
<table>
<thead>
<tr>
<th></th>
<th>QTY</th>
<th>ID Number</th>
<th>DESCRIPTION</th>
<th>2016 List Price</th>
<th>2016 D-Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>RT1655-D</td>
<td>Dual Gutter Broom - Includes Dual In-Cab Gutter Broom Controls, Down Pressure and Speed</td>
<td>$130,200</td>
<td>$130,200</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>K31766-DS</td>
<td>John Deere Tier III B 4045HF285 115 HP @ 2200 RPM Engine (US EPA Flex Engine)</td>
<td>$0</td>
<td>Standard</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>K31546</td>
<td>Gutter Broom In-Cab Tilt Control - Dual</td>
<td>$3,725</td>
<td>$3,725</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>K31590</td>
<td>Gutter Broom In-Cab Two position Lateral control</td>
<td>$1,100</td>
<td>$1,100</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>K32086</td>
<td>Bonded Intake Duct, Tube and Heavy Duty Wearplates - Rubberized</td>
<td>$1,250</td>
<td>$0</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>K31549</td>
<td>Screen Vibrator - Pneumatic</td>
<td>$1,500</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>SS6730</td>
<td>Stainless Steel Hopper Screen ILOS</td>
<td>$1,810</td>
<td>$1,810</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>K32221</td>
<td>Catch Basin, rear mounted Powaboom 8&quot; Diameter includes: Alum - 4 ft. Crown and 6 ft. Extension</td>
<td>$5,700</td>
<td>$5,700</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>K30519</td>
<td>Supawash, 8 gpm, 1500 psi Hand lance only</td>
<td>$6,900</td>
<td>$0</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>K31519</td>
<td>Supawash, 8 gpm, 1500 psi Hand lance, Front Mounted Spray Bar</td>
<td>$8,470</td>
<td>$0</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>K39999</td>
<td>Additional Stainless Steel Water Tank 185 Gallons - Adds 12 inches to WB Consult factory prior to placing order.</td>
<td>$7,750</td>
<td>$0</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>K32215</td>
<td>Split Arrow Stick, LED</td>
<td>$1,300</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>K12228</td>
<td>Fire Extinguisher 5 Pound</td>
<td>$300</td>
<td>$300</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>K30483</td>
<td>Strobe, Amber (Cab Mounted) LED with limb guard</td>
<td>$750</td>
<td>$2,250</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>K30153</td>
<td>Work Lights Set of two (Rear mounted) LED</td>
<td>$625</td>
<td>$1,250</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>K30199C</td>
<td>Rear Vision Camera with 7&quot; Color Display</td>
<td>$1,375</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>JSL002</td>
<td>Cameras Dual Rear &amp; Side 7&quot; Color Display</td>
<td>$2,200</td>
<td>$2,200</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>JSL003</td>
<td>Cameras: Triple Rear &amp; Both Sides 7&quot; color Display</td>
<td>$2,500</td>
<td>$0</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>K31593</td>
<td>PM-10 Water System 6 - Extra Spray Nozzles Per Side</td>
<td>$3,700</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>TM00001</td>
<td>Extra - Technical Manual - Paper Copy</td>
<td>$345</td>
<td>$345</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>TM00001</td>
<td>Extra Operator's Manual - Paper Copy</td>
<td>$135</td>
<td>$135</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>K37535</td>
<td>Custom Paint Color: Sweeper Body and or Chassis, Dealer must provide a 3x5 paint sample and the RAL or PPG paint code.</td>
<td>$3,125</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal
## DISCOUNTS

| 0 |  |  |  | $109,212 |

## SPECIAL BODY OPTIONS AND MODIFICATIONS

<table>
<thead>
<tr>
<th>QTY</th>
<th>SPECIAL BODY OPTIONS AND MODIFICATIONS</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Quick Disconnect Suction Hose RT</td>
<td>$250</td>
</tr>
<tr>
<td>1</td>
<td>Side Mounted Tool Box</td>
<td>$1,375</td>
</tr>
<tr>
<td>1</td>
<td>FIRE EXTINGUISHER</td>
<td>$160</td>
</tr>
<tr>
<td>0</td>
<td>REAR LED FLASHERS</td>
<td>$2,100</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td><strong>Sweeper Body Options Subtotal</strong></td>
<td><strong>$113,097</strong></td>
</tr>
</tbody>
</table>

**Standard Chassis Equipment**

AM/FM/WB Radio CD, A/C, Dual Air Suspension Seats, Remote & Heated Mirrors, Back Up Alarm, Dualization, and Allison 2500 RDS Transmission, (2) group 31 batteries 2250 CCA, Battery disconnect, Right hand exhaust, power windows and locks. Two speed rear axle.

<table>
<thead>
<tr>
<th>2016 List Price</th>
<th>2016 List Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,000</td>
<td>$0</td>
</tr>
<tr>
<td>$102,000</td>
<td>$0</td>
</tr>
<tr>
<td>$120,250</td>
<td>$0</td>
</tr>
<tr>
<td>$121,250</td>
<td>$97,000</td>
</tr>
<tr>
<td>$5,250</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Please Note:** The chassis being supplied by a customer or dealer must comply with all JNA requirements or the chassis will be modified at dealer's expense.

### SPECIAL CHASSIS OPTIONS AND MODIFICATIONS

<table>
<thead>
<tr>
<th>QTY</th>
<th>SPECIAL CHASSIS OPTIONS AND MODIFICATIONS</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Spare Tire and Wheel</td>
<td>$975</td>
</tr>
<tr>
<td>1</td>
<td>Right Hand Steer only</td>
<td>-$6,000</td>
</tr>
<tr>
<td>1</td>
<td>Recommended Dealer profit</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Back up alarm automatic decible increasing Part Numbe SAE950 Ecco</td>
<td>$200</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>$2,300</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td>$300</td>
</tr>
<tr>
<td>0</td>
<td>FREIGHT</td>
<td></td>
</tr>
</tbody>
</table>

**Total with Body, Chassis and Dealer Discounts**

$211,372

---

**Purchase Order #**

- Dealer shall bear responsibility for the accuracy of the order. JNA will build and invoice to match this signed confirmation. Please reconcile ALL pricing and build specifications.
- Any request to add options or modify after signing this order confirmation will result in a 10% surcharge of the dealer net option price.
- Add-on "in field" options are an additional 10% of dealer net price.

**Print Name**

Randy Weath

**Signature**

Randy Weath

**Date**

12-01-26
Engine:

- In order to maintain the requested noise level and ease of maintenance requirements our Hopper does have to be raised. Because it's a totally enclosed system to main the integrity of low level noise there is no external openings of the hopper. However, once raised, the engine can be easily accessed and maintained as well as the blower fan easily inspected.
- Expanded metal screen - With a screen in place at the top of the sweeper it does not allow for noise suppression. The dba produced by a hole in the cowling will exceed our overall goal of low noise environment.

Hopper:

- Hopper capacity requested 7.0 usable – Johnston capacity 8.0 usable
- Hopper construction requested stainless steel – Since the type of stainless wasn't specified a 304 series stainless will probably be bid. Johnston doesn't use an inexpensive stainless such as 304 series, 304 series stainless is a softer stainless steel with a high nickel-low chromium recipe. Johnston uses a 4003 series stainless that provides an abrasion resistance, weld ability, corrosion resistance, and rust resistant. Not only is our hopper made out of this material so is our blower fan. This will help extended the life of the blower fan. **The Hopper will come a with a Non-prorated lifetime warranty.**

- The Hopper screens requested are inaccurately presented. The saw tooth design will actually slow air flow down and cause a disruptive flow that will increase the probability of debris clogging the screens. Only a screen system that allows consistent air flow and proper water usage to wet and weigh debris effectively so it falls out of the air stream and compacts to the hopper floor surface will provide effective dust control and efficient sweeping. See below picture of a clogged saw tooth design screen:

  ![Clogged Saw Tooth Design Screen](image)

**Weatherproof dump switches** – We utilize a pendant control that allows you operate both the rear door and hopper from either inside the cab or can be extended well past the backside of the sweeper or anywhere in between. This allows the operator to have full visual of the surroundings and he/she can be proactive in preventing un-wanted damage.
Hopper door open/close switch – We utilize a pendant control that allows you operate both the rear door and hopper from either inside the cab or can be extended well past the backside of the sweeper or anywhere in between. This allows the operator to have full visual of the surroundings and he/she can be proactive in preventing un-wanted damage.

Hydraulic:

Spec call for only Hydraulic function for Gutter Brooms – Johnston utilized a combination of air and hydraulic for the simple reason of lower maintenance cost. The Hydraulic controls the rotation of the broom because you need hydraulic power to force broom through tough debris. We only use air to raise the broom when sweeping is complete.

Blower:

Blower housing shall be constructed of 3/16 A/R steel with the inside housing with a wear liner – Johnston utilized A/R steel without a liner. A wear liner in the blower housing can cause a liability issue if it chips off, causing damage to the sweeper, cab and operator.

Blower shall be mounted: Johnston utilized a much more cost effective drive system for their sweepers. We don’t utilize high maintenance belts and shafts which have to be tightened and maintained. We use a Fluid Coupler step up gear box that will save the city up to 1000 gallons of fuel per year. It’s quieter, less maintenance and reduces the stress on the auxiliary engine. And we back that system with a 5 year warranty.

Dust Control System:

- Concerning the Water Capacity – We can provide an extra tank, however one item I would inquire about where the math doesn’t “square” – 33,000 GVW truck, spec’d 600 gallons of water (water weighs 8.12 pounds per gallon; 600 gallons x 8.12= 4,872 pounds) and then they spec 8 cubic yard debris body "usable" ... debris conservatively weighs in most applications with the exception of leaves/cut grass unless wet, weighs 3000 pounds per cubic yard. The sweeper weighs approximately 21,000 lbs. empty, so you have 12,000 pounds (33,000 – 21,000) of capacity or 4 cubic yards. Starting weight of sweeper is 21,000 plus the full water tanks (600 gallons or 4,872 lbs.) is 25,872 lbs.; with full water tanks the available debris hopper capacity is 7,128 lbs. or less than 2.5 cubic yards. That’s why we limit our sweeper to 443 gallon capacity with optional High Chromium Stainless Tank.

Hand Hose Equipment:
Controls mounted on the Hand Hose - We utilize a pendant control so operations can be done by either single operator or multiple.
The Johnston RT Range
RT655 Regenerative Air Sweeper

The RT655 provides cost effective, efficient road sweeping. Regenerative air recirculation, in conjunction with large forward facing ‘digger’ gutter brooms and a full width suction hood maximizes sweeping speed. Combined with ergonomic operator controls and low running costs, the RT655 provides an ideal solution to a variety of sweeping applications.

The operator environment is more important today as drivers work maximum hours and multiple shifts. The RT has been designed to fit onto a wide variety of chassis while giving the best maneuverability in its class. This allows for each user to select a chassis which suits their needs with the knowledge that the Johnston Sweeper will provide the power and performance required to achieve the task.
Operator Environment

- Inside the selected chassis, the Johnston master control module is mounted in the cab and gives easy access to all the sweeper controls and options. An optional rear view camera provides safety for pedestrians and the sweeper when backing up.

- The ergonomic in cab controls incorporate an audible and visual raised hopper warning, sweeper fuel gauge, engine hour meter, tachometer and a low level water indicator as standard.

- Throttle control of the auxiliary engine is infinitely variable ensuring optimum operational and fuel efficiency with no performance compromise. This can also be used to reduce noise levels for night sweeping operations.

- A pendant control connected via a flexible cable allows the operator to safely tip the body and open the rear door from both inside and out of the cab. This allows the operator to ensure the rear of the vehicle is clear of pedestrian traffic and positioned in the correct areas before discharging the load. The body can be tipped with or without the engine running via an electric motor.

- When tipping, the body prop engages automatically as the body is raised, and at ‘full tip’ allows maximum access for routine maintenance. This removes the requirement for the operator to touch any part of the mechanism during the raising or lowering operation.

- The auxiliary engine has a platform accessible via a service ladder to allow for easy access to daily check, routine service and maintenance.

- The RT range also comes with waterproof IP67 automotive electrical connectors to enhance reliability.

- The RT range features a standard Pressadrain water purging system that enables the easy removal of water from the systems in freezing overnight conditions.
Productivity

The RT range balances performance, environmental impact and low cost of ownership very effectively. Sharing the same power train from the Johnston VT range, the RT provides excellent productivity with reduced maintenance costs.

A high power 115hp John Deere turbocharged engine provides outstanding vacuum performance. Combined with Johnston's mechanical step up gear box and fluid coupling, the RT range of sweepers provide the best power to fan speed ratio in the industry.

Large forward facing digger brooms rotate from 0 to 100 rpm to lift dirt and debris from the curb side, controlled from the cab, the operator can adjust the speed of the brooms to suit the environment being swept. With the optional rotatilt, the operator can adjust the angle of the broom for deeper curbline cleaning.

Twin corrosion proof polyethylene water tanks carry 253 gallons of water allowing for a long on station sweeping time before refilling.

An air blast system transfers debris to the suction side of the 90° wide full width sweeping hood. This together with an air knife feature situated across the rear of the hood lifts stubborn debris into the airstream leaving a clear path even at high sweeping speeds.

An in cab controlled vacuum exhaust gate provides the operator with the ability to sweep large litter and bulky items without leaving the driving seat, while the wide diameter 14° nozzle trunkings maximize airflow and allow any larger items to pass easily into the hopper. All of which can be done at sweeping speeds of up to 10 miles per hour with a 140° swept path.

Due to the hood design, the RT655 can sweep in reverse without the need to lift the sweep gear, this allows the operator to sweep over heavily soiled areas several times without the need to turn around or maneuver in the road.
The RT655 has a class leading 8.5 cubic yard hopper, complete with an access door on either side. In addition, an optional 4003 Stainless Steel hopper can be specified complete with anti-corrosion warranty for long term durability. A 55 degree angled hopper floor provides easy discharging of the load without the need for a raker bar.

A range of options can increase productivity and provide increased performance to maximize the versatility of the RT range:

- SupaWash high pressure water system, provides a hand lance to enable cleaning of street fixtures and the machine itself. High pressure jets are positioned at the front of the cab to provide a street flushing option.

- An optional rear mounted catch basin cleaner provides additional flexibility to collect leaves and litter from the side or rear of the sweeper in areas where access is restricted and can be used to empty catch basins.
Environmental Impact

Manufactured in a factory accredited to ISO 14001 for sustainability, Johnston is committed to providing the most environmental way to remove dust and debris from the streets.

Low fuel consumption is a key attribute in reducing carbon footprint and CO2 emissions. With the mechanical drive system running at maximum efficiency, the fuel consumption is the lowest in its class.

The John Deere engines meet the highest standards for emissions and environmental impact.

With multi-functional options such as street flushing and catch basin cleaning equipment, the RT can do several tasks requiring fewer individual vehicles to meet the demands of a tight budget.

Nearly 100% of the RT range is fully recyclable so when the product eventually retires from service the impact on the environment is kept to a minimum.
Additional Features

A wide range of options can increase productivity and provide increased performance to maximize the versatility of the RT range.

- Optional bonded intake duct coated with a rubber liner to reduce wear and tear while reducing noise levels.
- Rotatilt, controlled from inside the cab, allows the tilting of the gutter broom to facilitate cleaning of a variety of curb angles.
- Optional screen shaker is available. An air operated cleaning system, pneumatically shakes the screen via an exterior button reducing debris build up and maintaining the peak performance of the machine.
- Body upgrade to stainless steel, increases the durability of the component and machine in highly corrosive working areas.
- Gutterbroom Extension Override (GEO) option allows the operator to bring the brooms close to the hood for removal of heavy, compacted debris.

MIDDLE
Full service access

BOTTOM
Service ladder
and platform
Cost of Ownership

The RT range of sweepers operate at the lowest costs while maintaining high productivity. The large 58 gallon auxiliary polyethylene fuel tank allows for increased time on the street feeding the fuel efficient engine and mechanically driven fan.

Maintenance costs are significantly reduced as no belts or high wearing components are required and due to the sweeper collecting debris through airflow, fewer parts are required to clean the street.

Designed to last in the toughest environments, the RT range hopper is steel, shot blasted with aluminium oxide prior to the application of a strontium based primer followed by a hard wearing top coat. In addition, the sweep gear, powerpack and subframe are shot blasted and electromagnetically powder coated with a durable two part epoxy paint finish. This ensures your sweeper continues to look as good as it performs, retaining a high resale value or longer in-service life.

The RT has the option of a stainless steel hopper to further enhance the durability of the sweeper.
TOP LEFT
Totally accessible for service and inspection

TOP RIGHT
SepaVac dust separator with deluge self-cleaning system

BOTTOM LEFT
Easy to clean & maintain

BOTTOM RIGHT
Blast hood with adjustable skids

**Sweeping configurations**

**RT Range powerpack**

<table>
<thead>
<tr>
<th>Outline Specification RT655</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine: John Deere 4045T Tier 3</td>
<td>Full width hood: 90&quot;</td>
</tr>
<tr>
<td>Hopper voided volume: 8.5 cubic yards</td>
<td>Nozzle trunking dia: 14&quot;</td>
</tr>
<tr>
<td>Payload voided volume: 7.5 cubic yards</td>
<td>GB life expectancy: 80-100 accumulated</td>
</tr>
<tr>
<td>Fuel tank: 58 gallons</td>
<td>Rear door opening angle: 125 degrees</td>
</tr>
<tr>
<td>Water tank: 253 gallons</td>
<td>Gutter broom: 43&quot;</td>
</tr>
<tr>
<td>Hydraulic system: 20 gallons</td>
<td></td>
</tr>
</tbody>
</table>

1. Engine
2. Exhaust fan impeller
3. Step-up gearbox
4. Fluid flywheel coupling
5. Gear driven hydraulic pump