



# Village of Lily Lake

43W870 Empire Road, Lily Lake Illinois  
Phone 630-365-9677 - Fax 630-365-9827  
clerk@villageoflilylake.org  
[www.villageoflilylake.org](http://www.villageoflilylake.org)

Mailing address:  
43W955 Twilight Lane, Suite A, St. Charles, IL 60175

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## Snow Removal and Salting Services November 1, 2022 - April 15, 2023

### **Public Bid**

Must be received and date stamped by Village BEFORE 10:00 a.m., Wednesday, August 3, 2022 when all bids will be opened and read before those in attendance at a bid opening scheduled for Wednesday, August 3, 2022 at 7:00 p.m.

The Village of Lily Lake is seeking bids for snow removal and salting services for Village roads & parking lot. Work under this contract includes plowing snow and salting areas described in Attachment A according to the requirements of this solicitation beginning *November 1, 2022, and ending April 15, 2023.*

### **1.1 GENERAL INFORMATION**

**1.2 Definition of Parties:** The Village of Lily Lake will hereinafter be referred to as the "Village." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor".

**1.3 Scope of Work:** The Village has approximately 44,880 lineal feet of roads (8.5 miles), 7.5 paved miles, 1 mile of gravel roadway, 37,500 square feet of parking area, and 40 lineal feet of walkways. Additionally, the Village will assume Special Service Area 2; 9700 lineal feet (1.83 miles). Special Service Area 3; 3500 lineal feet (0.66 miles) Special Service Area 4; 8000 lineal feet (1.51 miles) listed in attachment A below. The Special Service Areas will be billed individually to the Village: Total length of combined streets is 66,080 lineal feet or 13 center line miles. All areas must be cleared of accumulated, drifted, and ice-packed snow, and salted, when necessary, prior to 7:00 a.m. The Contractor must maintain the numbers of existing parking spaces throughout the snow season. Plowing of snow will begin after accumulation of 2" of snow under normal conditions, but will be subject to the Village's discretion. Salt will be provided to the Village with special arrangement with Campton Township Highway Department and spread when requested or if conditions require application. Plowing equipment and stock piled salt will be staged within a less than ten-mile radius of the Village limits.

**1.4 Award:** The Village intends to award this bid to one vendor, price and other factors considered. The Village reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Village reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the Village. The Village reserves the right to waive minor irregularities. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "local bidders". When tie bids are both local or both "out of area", the award will be made to the bid that arrives first in the Village of Lily Lake Village Hall.

**1.5 Bid Envelope:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in an envelope or package, sealed and identified as follows:

From: Name \_\_\_\_\_ Due Date: \_\_\_\_\_ Time: \_\_\_\_\_

Bid No: \_\_\_\_\_

**1.6 Communication with the Village:** It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The Village will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries must be made to:

Erik Hoofnagle, Public Works Director Village of Lily Lake  
43W870 Empire Road, St. Charles, IL 60175  
Mail to: 43W955 Twilight Ln., Ste. A, St. Charles, IL 60175  
Ph: 630-365-9677 / Fax: 630-365-9827

**1.6 Pre-Bid Conference:** A pre-bid conference will be held upon request by contacting the Village Clerk, Jesse Heffernan at (630) 365-9677.

**1.7 Submission:** A signed original plus one (1) copy of the bid must be received at the Village of Lily Lake, 43W870 Empire Road, St. Charles, IL. 60175 no later than 10:00 AM. local time on **Wednesday, August 3, 2022** for a public opening. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 10:00 deadline due to unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The Village assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of bid. Bids must have date and time noted on bidder's outer envelope by the Village Clerk on time to be considered. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any vendor. Additional time may be granted to all vendors when the Village determines that circumstances require it. FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.

## 2.1 CONTRACT TERMS

**2.2 Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the Village.

**2.3 Performance Bond or Irrevocable Letter of Credit:** The successful bidder will be required to furnish a 100% Performance Bond or letter of credit, and 100% Payment Bond to cover the execution of the contract.

**2.3 Cancellation/Termination :** If the Contractor defaults in its agreement to provide personnel or equipment to the Village's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the Village shall promptly notify the Contractor of such default and if adequate correction is not made within seven days, the Village may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the Village, either the Village or the Contractor may terminate this Contract by giving sixty days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

**2.4 Contract Administration:** The Village of Lily Lake, Village President, Rick Overstreet, or his designee shall be the Village's authorized representative in all matters pertaining to the administration of this contract.

**2.5 Contract Documents:** If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the Village and the Contractor, all of which shall be referred to collectively as the Contract Documents.

**2.6 Contract Modification and Amendment:** The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Village President and Board of Trustees of Lily Lake, IL. Any agreed upon modification or amendment must be in writing and signed by both parties.

**2.7 Contract Term:** The contract term shall be for a period of one (1) year commencing upon November 1, 2022. With mutual written agreement of the parties, this contract may be extended for three (3) additional one-year periods.

**2.8 Contractor's Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate, or more (Written on an Occurrence-based form) (Bodily Injury and Property Damage)
2. Automobile Liability	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	In compliance with State of Illinois law

The Village of Lily Lake shall be named as Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with:

Village of Lily Lake  
43W955 Twilight Lane, Ste A.  
St. Charles, Illinois 60175

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the Village should be included as follows:

Village of Lily Lake  
43W955 Twilight Lane, Ste A.  
St. Charles, Illinois 60175

**2.9 Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the Village from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the Village or for which the Village may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

**2.10 Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual; the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the Village. The Contractor is not to be deemed an employee or agent of the Village and has no authority to make any binding commitments or obligations on behalf of the Village except as expressly provided herein.

**2.11 Sexual Harassment:** The Village of Lily Lake is committed to providing a positive environment for all residents and staff. Sexual harassment, whether intentional or not, undermines the quality of life and working climate. The Village thus has a legal and ethical responsibility to ensure that all members of government, residents, and employees can work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as Village policy by the Village Board. Failure to comply with this policy could result in termination of this contract without advanced notice.

### 3.0 PERFORMANCE TERMS AND CONDITIONS

**3.1 Equipment:** The Contractor will have the ability to access real time information such as radar and or accurate weather services to aid in being as efficient as possible while plowing during the snow event. The Contractor shall have adequate equipment capable of servicing all areas under this contract. The units will be equipped with emergency lighting matching area standards in order to provide safety warnings to other vehicles. The primary plow unit shall have a plow, 9' 3" when fully angled, able to clear an average Village Street of 24 feet in three passes and a ground speed-controlled salt applicator additionally equipped to apply a pre liquid treatment of the Villages choosing. The second unit shall be of reasonable size and capable of covering the Village Hall and parking areas, and all Courts, Cul-de-Sacs, dead ends and radius, equipped with a plow 6' 6" when fully angled. The primary and or secondary unit shall also be equipped with a salt/sand spreading unit capable of uniformly distributing salt/sand on all roadways and parking surfaces and shall be equipped with controls that provide varying application rates. Additionally, one of these units will be able to control drifting and heavy snow accumulation with an 8' wing attachment capable of clearing snow beyond the edge of the roadway without leaving the pavement.

**3.2 Employees:** The Contractor shall employ only competent and satisfactory personnel with valid and current driver's licenses and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the Villages designated coordinator. If the Contractor is notified in writing that any person employed in the execution of this agreement is, in the Village's opinion, incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the Village President.

**3.3 Breakdowns and Other Failures / Backup Equipment:** The Contractor shall keep vehicles and equipment operational at all times throughout the contract period. The Contractor shall immediately contact the Village Clerk (630-365-9677) to inform them of any breakdowns. In the event a breakdown cannot be repaired

within two hours, the Contractor shall utilize backup equipment until repairs are completed. Complete descriptions of all backup equipment must be submitted in the Contractor's bid. Backup equipment must be readily available at all times. If the Contractor fails to provide snow removal and salt/sanding services for any reason, the Village shall complete the work as required and shall bill or deduct for direct costs from monies due.

**3.4 Communication Center:** The Contractor shall have a communications center which can be reached, toll free from Lily Lake, by telephone 24 hours a day, 7 days a week, for notification purposes.

**3.5 Salt:** Salt mixture will be provided to the Village by special arrangement with the Campton Township Highway Department. Campton Township Highway Dept. is located conveniently within the Village of Lily Lake. Loading of salt will be arranged by the Contractor prior to any snow event and handled by Campton Township personnel. All salt will be stored and reloaded by the Contractor at their facility within a less than ten-mile radius of the Village. The Village may require the Contractor to blend the salt with sand, provided by the Contractor and billed as an extra charge per ton, in the event that salt supplies become low.

**3.6 Notification and Response:** The Contractor must coordinate activities with the Village Public Works Director. Generally, the Contractor will be required to work continuously until finished, unless special circumstances dictate otherwise. Cooperation with the Kane County Sheriff's Department is essential. The Contractor shall promptly respond to their reasonable requests and recommendations.

The contact person for coordination will be: Erik

Hoofnagle, Public Works Director  
Village of Lily Lake  
43W955 Twilight Lane, Ste A. St.  
Charles, IL 60175  
Phone (630)365-9677  
Fax (630) 365-9827

#### **4.0 QUOTATION**

Snow removal on all areas listed in Attachment A for the hourly rate of: Primary

Unit	\$_____ / hour (Operator & equipment) Secondary
Unit	\$_____ / hour (Operator & equipment)
Unit 3	\$_____ / hour (Operator & equipment)
Unit 4	\$_____ / hour (Operator & equipment)
Unit 5	\$_____ / hour (Operator & equipment)
Minimal charge	\$_____ / hour (Operator & equipment) per emergency call out

The Village realizes that in most cases, work can be accomplished with one vehicle and additional vehicles are available for more aggressive storms where extra attention has been approved by Village contact. Invoices will be clear and concise with total hours per vehicle and presented to Village Board for review and payment at the regular board meeting. Board meetings are fourth Monday of every month (with Holiday exceptions; check posted meeting schedule). INVOICES WILL BE PAID 30 DAYS IN ARREARS.

## 5.0 EQUIPMENT

For consideration, the bidder must list below all equipment that will be used to provide services to the Village of Lily Lake and any backup equipment that will be available.

### **Equipment that will be used:**

#### **Primary Unit**

Make:

Model:

Year:

GVW:

Type:

Mileage/Hours:

Plow Width when fully angled:

Wing Attachment:

#### **Secondary Unit**

Make:

Model:

Year:

GVW:

Type:

Mileage/Hours:

Plow Width when fully angled:

Wing Attachment:

#### **Unit3**

Make:

Model:

Year:

GVW:

Type:

Mileage/Hours :

#### **Unit4**

Make:

Model:

Year:

GVW:

Type:

Mileage/Hours :

#### **Backup equipment**

Make:

Model:

Year:

GVW:

Type:

Mileage/Hours:

Plow Width when fully angled:

Wing Attachment:

#### **Backup**

Make:

Model:

Year:

GVW:

Type:

Mileage/Hours:

Plow Width when fully angled:

Wing Attachment:

#### **Backup**

Make:

Model:

Year:

GVW:

Type:

Mileage/Hours :

#### **Backup**

Make:

Model:

Year:

GVW:

Type:

Mileage/Hours :

## ATTACHMENT A

### **DRIVEWAYS and PARKING LOT:**

#### **Lily Lake Village Hall**

43W870 Empire Road, gravel drive 90 Degrees off of Empire Road, northerly approx 200 ft

#### **Lily Lake parking area**

At same address as drive. Immediately adjoining drive to the west bounded by Village Hall. Approx. size 150 ft. X 200 ft.

#### **Lily Lake Walkways**

Hand shoveling 35 ft. of pedestrian walkway from parking area to Village Hall front entrance.

### **ROADS:**

#### **Lily Lake Streets and Roads**

Approximately 12.5 miles of road indicated on attachment "B" pertaining to highlighted areas of map of Lily Lake including but not limited to those streets and roads within the Village boundaries of Lily Lake. Specifically: Foxmoor Dr., Wooley Rd., Hanson Road, Meadowview Lane, West Heather Lane., Fescue Ct., Clover Ct., Foxwild Dr, Foxwild Ct., Hanson Ridge Rd., Coleman Lane, Leslie Ct., Hazelwood Trail, Hazelwood Ct., Sanctuary Trail, Ferson Ct., Campton Ct., Cornwall Dr., I.C. Trail Rd., Cochise Dr., Seneca Ct., Blackhawk Dr., Read Rd.

**Special Service Area 2:** (N/E/W) Sunset Views Drive, Twilight Lane, Sunset Ct. Morningside Ct. Northern Light Ln. Nightingale Dr.

**Special Service Area 3:** Trail Ridge Drive, South Ridge Lane, East Heather Lane, West Coleman Dr.

**Special Service Area 4:** Autumn Ln. Autumn Ct. West Prairie Valley Dr. West Otter Dr. Morningside Ct. Horizon Ct.

*(Please note: Empire Road is maintained by Kane County Highway Department and Rt. 47 and Rt. 64 are maintained by Illinois Department of Transportation.)*