

**BID/PROPOSAL
CITY OF SOUTH BEND**

BID NAME 2012 TRUCKING OF BELT PRESSED WASTEWATER
FOR BIDS DUE BIOSOLIDS FOR LAND APPLICATION
January 24, 2012

Item	Days	Qty	Unit Price Per Hour Per Truck
1	Mondays through Sundays	Per Truck	\$ <u>79.00</u>

Tri Axles + Guards Dump Trucks

Bidder (Firm): Trucks R US, Inc.
Address: 23942 State Rd 2
City/State/Zip: So. Bend Ind. 46619
Telephone Number: 574340 8470 Fax Number: 574 232 3810

By *James Barger*
(Signature)
JAMES BARGER
(Printed Name)
Pres.
(Title)



**SPECIFICATIONS
CITY OF SOUTH BEND**

BID NAME 2012 TRUCKING OF BELT PRESSED WASTEWATER
FOR BIDS DUE BIOSOLIDS FOR LAND APPLICATION
January 24, 2012

**CITY OF SOUTH BEND
DIVISION OF WASTEWATER
ORGANIC RESOURCES FACILITY**

GENERAL:

It is the intent of these specifications to describe a request for bids for trucking and hauling services required by the City of South Bend. Between one (1) and ten (10) trucks shall be required per day at various dates throughout the 2012 calendar year. The trucks and drivers supplied by the bidder will be used to haul belt pressed, wastewater biosolids from the City's Organic Resources Facility, 4340 Trade Drive, South Bend, to various sites within a twenty (20) mile radius of the Organic Resources Facility. Since the trucking will take place as field and crop conditions become ready, it is impossible to anticipate the exact dates when the trucking services will be required. The number of trucks contracted per day will vary based upon the amount of hauling required. This determination will be made by the Superintendent of the Organic Resources Facility. The wastewater biosolids to be transported has between twelve (12) and forty (40) percent solids content. All trucks will be loaded by an employee of the Organic Resources Facility. The trucks will then travel to a specific location (to be determined) and dump the load in a designated area. Each driver will be supplied with paperwork and instructions that will need to be filled out.

TRUCKS:

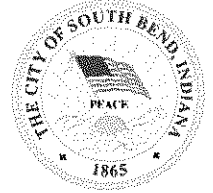
The trucks shall have a minimum load capacity of fifteen (15) cubic yards each. Tri-axle or Quad-axle vehicles are the preferred type of trucks contracted. It shall be the contractor's responsibility to prevent any spillage of biosolids due to tailgate failure. Two (2) mechanical locking devices, standard and mechanical, shall be used as a safety measure. Trucks should be equipped with tarps and each load must be tarped. It shall also be the contractor's responsibility to shovel off tailgate aprons, if needed, and to keep the truck tires reasonably clean to prevent spillage on road surfaces.

All drivers, fuel, supplies, and maintenance of the vehicle related to the hauling shall be provided by the contractor and the costs of these items shall be incorporated into the bid price. Fuel surcharges will not be accepted.

Eight (8) trucks are normally used per day, but on occasion fewer trucks can be contracted for shorter hauls and more for longer hauls.

Normal working hours for hauling will be from 6:00 am to 6:00 pm.

CITY OF SOUTH BEND, INDIANA
SELLER'S BID FOR SALE OR LEASE OF MATERIALS
AND NON-COLLUSION AND NON DEBARMENT AFFIDAVIT AND
NON-DISCRIMINATION COMMITMENT FOR SELLERS



2012 TRUCKING OF BELT PRESSED WASTEWATER BIOSOLIDS FOR LAND
BID NAME APPLICATION
FOR BIDS DUE January 24, 2012
Date: 1-23-12 **Bidder (Firm):** Trucks R Us, Inc.
Address: 23942 State Rd 2
City/State/Zip: So. Bend Ind 46619 **Telephone Number:** (574) 340 8470
Agent of Bidder (if Applicable): _____

CONTRACTOR'S NON-COLLUSION AFFIDAVIT, NON-DEBARMENT AFFIDAVIT,
EMPLOYMENT ELIGIBILITY VERIFICATION, NON-DISCRIMINATION
COMMITMENT FOR CONTRACTORS AND CERTIFICATION OF USE OF UNITED
STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS

(Must be completed for all bids. Please type or print)

STATE OF INDIANA)
St. Joseph COUNTY) SS:
)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this January day of 23, 2012

Trucks R U S. Inc.
Contractor/Bidder (Firm)

James F. Burger
Signature of Contractor/Bidder or Its Agent

James F. Burger Pres.
Printed Name and Title

Subscribed and sworn to before me this 23rd day of JAN., 2012

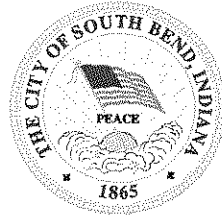
My Commission Expires 2/23/2016

[Signature]
Notary Public

County of Residence St. Joseph



1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251
FAX 574/235-9171
TDD 574/235-5567

CITY OF SOUTH BEND STEPHEN J. LUECKE, MAYOR
BOARD OF PUBLIC WORKS

Date: January 20, 2012
To: All Planholders
From: Linda M. Martin, Clerk, Board of Public Works
Subject: Addendum Number: 1
Bid Name: 2012 TRUCKING OF BELT PRESSED WASTEWATER
BIOSOLIDS FOR LAND APPLICATION

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Date Received: _____

This addendum is being forwarded to you for the above referenced project.

Please sign below and acknowledge receipt of this Addendum by faxing this sheet to the Board of Public Works at (574) 235-9171 within 48 hours of receipt.

THIS ADDENDUM MAY AFFECT YOUR BID.

Notes: _____

ADDENDUM NO. 2

The attached documents are hereby added to the Specifications and become a part of herein.

Company: Trucks R US Inc.
Authorized Signature: [Signature]
Date: 1-23-12

**Bid or
Proposal
Bond**

Ohio Farmers Insurance Company

Westfield GroupSM One Park Circle, P O Box 5001
Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, that we, Trucks R Us, Inc.
23942 State Road 2 South Bend, IN. 46619 as Principal, and
the OHIO FARMERS INSURANCE COMPANY, an Ohio Corporation, with its principal office at Westfield Center,
Ohio, as Surety, are held and firmly bound unto City of South Bend, Board of Public Works
227 West Jefferson Street, Room 1316 South Bend, IN 46624, as Obligee, in
the penal sum of 10% DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Trucking of Belt Pressed Wastewater
Sludge for Land Application;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a contract
and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety shall pay the
Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered into in good
faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the Principal, then this
obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 19th day of January, 2012.

Trucks R Us
Principal
By: _____

Ohio Farmers Insurance Company
By: _____
Gregory S. Miller Attorney-in-fact

POWER NO. 1301081 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations; hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ROBERT W. KLINE, NORMA E. HOUGHTON, GREGORY S. MILLER, SCOT A. MCKINNIS, RICKIE L. HAND, JOINTLY OR SEVERALLY

of CULVER and State of IN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)---

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 08th day of APRIL A.D., 2003.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Richard L. Kinnaird, Jr. Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 08th day of APRIL A.D., 2003, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of Jan A.D. 2012



Frank A. Carrino Secretary Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GM

DATE (MM/DD/YYYY)

01/20/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R.S. Miller & Sons, Inc. P.O. Box 229 109 W. Plymouth Street Bremen, IN 46506 Gregory S. Miller, CPCU,CIC		574-546-3341 574-546-2687	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TRUCK-1	FAX (A/C, No):
INSURED Trucks R Us Lake Effect Trucking Jim Burger 23942 State Road 2 South Bend, IN 46619		INSURER(S) AFFORDING COVERAGE INSURER A : General Casualty INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #

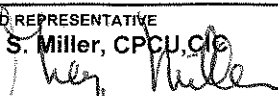
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CC10596038	07/05/11	07/05/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CBA 0458162	07/05/11	07/05/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			CCU0710079	07/05/11	07/05/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWC 0525214	07/05/11	07/05/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITYSB City of South Bend Department of Public Works Room 1316 227 W. Jefferson St South Bend, IN 46601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gregory S. Miller, CPCU,CIC 
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