

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 28, 2022, FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 875 4377 3051

Written Public Comments Can Be Submitted By 6:15 P.M. on March 28, 2022, to shalloran@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. MOTION – MOTION TO ALLOW MAYOR TRILLA TO ATTEND THE MEETING REMOTELY. (PASS)
4. PLEDGE OF ALLEGIANCE
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. [Minutes – Regular Board Meeting – March 14, 2022](#) (APPROVE)
 - c. [Minutes – Special Meeting Board of Trustees –Budget Workshop #2 – February 17, 2022](#) (APPROVE)
 - d. [Warrants \\$359,884.90](#)

- e. ORDINANCE NO. _____ - AN ORDINANCE RESERVING AND AUTHORIZING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS (PASS)
- f. ORDINANCE NO. _____ - AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
- g. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY (ADOPT)

NEW BUSINESS

- 7. RESOLUTION NO. _____ - A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE PROPOSAL AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH SEMMER LANDSCAPE, LLC FOR THE 2022 VILLAGE LANDSCAPE MAINTENANCE PROGRAM (ADOPT)
- 8. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO D&J LANDSCAPE, INC. FOR THE VILLAGE OF WILLOWBROOK 2022 RIDGEMOOR PARK REDEVELOPMENT PROJECT (PASS)
- 9. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO E.P. DOYLE AND SON, LLC FOR THE VILLAGE OF WILLOWBROOK COMMUNITY RESOURCES CENTER INTERIOR BUILD-OUT PROJECT (PASS)

PRIOR BUSINESS

10. TRUSTEE REPORTS
11. ATTORNEY'S REPORT
12. CLERK'S REPORT
13. ADMINISTRATOR'S REPORT
14. MAYOR'S REPORT
15. EXECUTIVE SESSION
16. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MARCH 14, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Director of Community Development Michael Krol, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan, Director of Municipal Services Foreman AJ Passero and Chief Financial Officer Michael Rock.

Present via conference call, due to the COVID-19 pandemic, was Mayor Frank A. Trilla.

Absent: None.

A QUORUM WAS DECLARED

3. MOTION - Motion to Allow Mayor Trilla to Attend the Meeting Remotely.

Trustee Neal asked the Board to Allow Mayor Trilla to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Ruffolo to allow Mayor Trilla to attend the meeting remotely.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

4. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Clerk Hahn to lead everyone in saying the pledge of allegiance.

5. VISITOR'S BUSINESS

None presented and no written comments were received.

6. OFFICIAL APPOINTMENTS TO RANK OF PATROL OFFICER

- a. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - BRENDAN JOHNSON
- b. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - BRYAN WELLER
- c. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - Hristo Bojilov
- d. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - BRIAN DILLON
- e. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - PIOTR OPACIAN
- f. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - DAVID WALEGA
- g. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - NICHOLAS CLEDON
- h. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER - INEZ BENSON

Clerk Hahn had the honor of swearing in the new patrol officers. Mayor Trilla thanked the families and friends of the officers for attending the meeting to witness the swearing in ceremony.

7. OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of the Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - February 28, 2022 (APPROVE)
- c. Minutes - Joint Meeting of Trustees and Plan Commission - January 17, 2022 (APPROVE)
- d. Warrants - \$398,492.95
- e. ORDINANCE NO. 22-0-06 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING SURPLUS PROPERTY AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF FOUR (4) SURPLUS MOTOR VEHICLES (PASS)
- f. ORDINANCE NO. 22-0-07 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING AMENDMENTS TO THE VILLAGE OF WILLOWBROOK PROCUREMENT POLICIES AND PROCEDURES (PASS)
- g. MOTION - A MOTION TO APPROVE THE CALENDAR YEAR 2021 PAYMENT TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY (IRMA) AND DISTRIBUTION OF THE CREDIT AMOUNT TO ELIGIBLE EMPLOYEES, IN ACCORDANCE WITH THE VILLAGE EMPLOYEE SAFETY INCENTIVE PROGRAM POLICY (PASS)
- h. RESOLUTION NO. 22-R-14- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TAX INCREMENT FINANCING DISTRICT ("TIF") CONSULTANT SERVICES AGREEMENT BY

AND BETWEEN KANE, MCKENNA AND ASSOCIATES, INC., AND THE VILLAGE OF WILLOWBROOK TO COMPLETE A REDEVELOPMENT PLAN AND PROJECT FOR THE IMPLEMENTATION OF A TIF DISTRICT (ADOPT)

- i. ORDINANCE NO. 22-O-08 - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2021 TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

Mayor Trilla asked the Board if there were any items to be removed from Omnibus Vote Agenda.

Trustee Davi asked if we could remove item 7h from the Omnibus Agenda.

Trustee Neal asked for a resolution number for item 7h.

Mayor Trilla stated it is 22-R-14.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to approve the Omnibus Vote Agenda except for 7h.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

Trustee Davi questioned if there was a cap on their new agreement. I thought the prior agreement had a cap on the fee. This new agreement does not have a cap. Am I missing something?

Administrator Pabst answered that is correct. This reflects prior contracts that have an hourly rate that I approve. We made some changes on this resolution. I did not put a cap in here but would check with the Mayor if there was anything over \$20,000.

Trustee Davi asked why did we not carry the cap forward?

Administrator Pabst suggested that we add a cap to this resolution if you would feel more comfortable.

Trustee Davi wanted to know what the Board thought of this idea.

Mayor Trilla asked what was the last cap?

Administrator Pabst stated about \$45,000 to \$50,000.

Mayor Trilla asked if we could add the same cap to the resolution.

Trustee Mistele was in favor of adding a cap.

Attorney Durkin recommended that the Board adopt a motion to enter an agreement subject to Village staff negotiating a \$50,000 cap with Kane and McKenna.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to approve the Omnibus Vote Agenda item #7h which is Resolution 22-R-14 with the provision that there be a \$50,000 cap in the contract with Kane and McKenna.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

8. ORDINANCE NO. 22-O-09 - AN ORDINANCE AMENDING CHAPTER 7 ENTITLED "VILLAGE ADMINISTRATOR" OF TITLE 1 ENTITLED "ADMINISTRATIVE" OF THE VILLAGE CODE OF ORDINANCES FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO SECTION 1-7-6 AND SECTION 1-7-7 (PASS)

Assistant Administrator Halloran presented that this item was pulled off last board meeting to further review it. The first part of the ordinance covers the Parks and Recreational fees. Since expanding our Parks and Recreation program, staff needs the authority to charge fees for the Senior programs. The second part is formalizing the ability of The Mayor and the Administrator to hire staff.

Discussion was had on the hiring process. There is no change, but I wanted it to be clarified.

Trustee Neal asked if there is an ordinance in place that the Police Chief appoints the Deputy Chief?

Assistant Administrator Halloran said the Chief of Police appoints the Deputy, but the Board must approve it.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to pass Ordinance No. 22-O-09 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

9. ORDINANCE NO. 22-O-10 - AN ORDINANCE AMENDING TITLE 6 ENTITLED "HEALTH AND SANITATION" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

Assistant Administrator Halloran indicated that staff has been working on this item with Laws and Ordinances and Village Attorney Bastian since June of 2021. Title 6 is from the mid-1960's. We are recommending removing five of the chapters because they are outdated. Throughout this research, it was found that the Village's codes are inconsistent and ineffective. From this evaluation, staff attempted to strengthen its ability to enforce its codes that pertain to food safety and quality of life. For example, staff is proposing to modernize the code by updating all nuisance language relative to the Village. Furthermore, staff is defining and consolidating other sections of the code into Title 6.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to pass Ordinance No. 22-O-10 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

10. RESOLUTION NO. 22-R-15 - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE CITY OF DARIEN FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES (ADOPT)

Assistant Administrator Halloran reported since 2015, the Village of Willowbrook and the City of Darien have been in discussions about safety improvements at the intersection of 67th Street and Clarendon Hills Road. Most of the intersection, three-quarters, is located within the City of Darien. Due to the increase in tragic accidents, in 2019, the City of Darien adopted a resolution to study a traffic signal and options from Kenig, Lindgren, O'Hara, Aboona, INC. (KLOA), traffic-engineering consultants.

This intersection has a total of forty-one crashes between 2014 and 2018, which averages to just over eight crashes per year. Of the forty-one crashes, fourteen of the crashes resulted in injuries and one crash

resulted in a fatality. The current agreement in front of the Board allows for improvement projects to create traffic signals in the area. If approved by the Board of Trustees, the Village would only be responsible for 25% of the total project cost, with a cap of \$200,000. All maintenance responsibilities for the entire intersection would fall entirely on the City of Darien. As of March 2022, the preliminary estimate for this project is \$500,000.

Foreman Passero added that, in the agreement, Darien will oversee 100% of the maintenance of this traffic signal. There will be some curb work on our end.

Trustee Mistele asked when will we restripe the east bound side of 67th to create the left lane turn lane?

Foreman Passero it was done in 2016.

Trustee Neal commented that in 2016 it was brought forth by former Trustee Terry Kelly to create that lane. Some people have been trying for over thirty years to get a traffic light at that corner. We are very appreciative to Darien and the current staff to get this done.

Trustee Mistele questioned when the work will be done?

Foreman Passero stated if this is approved tonight, Darien will start to review everything with the traffic engineers, and it should take one to two months.

Discussion was had if this is necessary to repair. The Mayor stated it is a dangerous corner.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Neal to adopt the Resolution 22-R-15 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Neal and Ruffolo.
NAYS: Mistele. ABSENT: None.

MOTION DECLARED CARRIED

11. RESOLUTION NO. 22-R-16 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NOVOTNY ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR THE ROGER'S FARM SUBDIVISION RESURFACING PROJECT (ADOPT)

Foreman Passero shared that the 2022 Motor Fuel Tax resurfacing program will consist of the eight roads throughout the Rogers Farm subdivision.

- Sunset Ridge Road (Tremont to Raleigh)
- Hill Road (Tremont to Raleigh)
- Tremont Road (Hill to Sunset Ridge)
- Wesley Road (Hill to Sunset Ridge)
- Briar Road (Hill to Sunset Ridge)
- Raleigh Road (Hill to Sunset Ridge)
- Oxford Road (Waterford to Hill)
- Rogers Farm Road (Raleigh to Garfield)

The total amount budgeted for the MFT project for the FY 22-23 is \$490,000. This project includes HMA surface removal; curb and gutter spot repairs; public sidewalk spot repairs; storm basin adjustments and turf restoration. Sealed bids are due by the end of April 2022 and begin resurfacing shortly after.

An appropriation Resolution will be on a future Village Board Agenda. This Resolution will identify the dollar amount maximum that the Village intends to utilize for the FY 22-23 MFT Road Improvement Program. The Village Board can always do a smaller program than the projected \$490,000 proposal should the Village not approve the full budget. This appropriation Resolution is required as part of the initial IDOT Submittal for the MFT Road Improvement Program.

Assistant Administrator Halloran clarified that this has been in the Comprehensive Improvement Program (CIP) for Budget workshop #1 and #2. Staff is trying to go out to bid in April to get ahead of it.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt the Resolution 22-R-16 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

12. RESOLUTION NO. 22-R-17 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH NOVOTNY ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR THE 67TH STREET RBI REHABILITATION PROJECT (ADOPT)

Foreman Passero stated that included in 2022 REBUILD ILLINOIS (RBI) road resurfacing program will be 67th Street from Snug Harbor Drive to Route

83. RBI grant funding has been deposited into the MFT account and may be used with MFT, State, or Federal funding.

The total amount budgeted for the RBI resurfacing project FY 22-23 is \$565,000. This project includes two (2) inch HMA surface removal; public sidewalk spot repairs; storm basin adjustments and turf restoration. This project will also include the complete removal and replacement of all curbs and gutters along 67th Street. Sealed bids are due by June 2022 with resurfacing to begin shortly after.

Estimated construction cost- \$500,000
Estimated engineering cost- \$60,000
Material testing- \$5,000

Trustee Neal asked how does this tie in with the streetlight work? Foreman Passero we will stop where we left off in 2016. We will not go all the way to the intersection at the joint line. Darien will do the rest of the work.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Astrella to adopt the Resolution 22-R-17 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

13. ORDINANCE NO. 22-0-11 - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH EXCLUSIVE WINDOWS, INC. FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT WINDOWS AT THE VILLAGE HALL AND VILLAGE POLICE DEPARTMENT FACILITIES AT AN ESTIMATED TOTAL COST NOT TO EXCEED \$149,000.00 (PASS)

Foreman Passero shared that the Village Hall was originally built in 1979. In August 2013, the Village purchased the Village Hall site for \$900,000 and remodeled the property. To maintain costs for the project, Village staff did not include a replacement of the windows at the Village Hall or later in the Police Department remodeling project in 2017.

Since December 2021, Public Works staff has been working to receive quotes. Below are the prices:

Vendor	Price	Location
Rusco Windows & Doors	\$160,981	Woodridge, IL
Promar Exterior	\$153,900	Lincolnshire, IL
Exclusive Windows	\$149,000	Willowbrook, IL

The lowest bid was Exclusive windows which is also a Willowbrook Company.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to pass the Ordinance 22-0-11 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

14. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

15. ATTORNEY'S REPORT

Attorney Durkin had no report.

16. CLERK'S REPORT

Clerk Hahn had no report.

17. ADMINISTRATOR'S REPORT

Administrator Pabst shared that we bid out the Community Resource Center. We anticipated that two million dollars would be the lowest bid, but we received a bid for 1.7 million from a qualified contractor, Doyle. Trustee Mistele was also in attendance at the bid. Administrator Pabst asked Assistant Administrator Halloran to present the information on IMRF.

Assistant Administrator Halloran announced that the new authorized agent for the IMRF will be CFO Michael Rock.

18. MAYOR'S REPORT

Mayor Trilla had no report.

19. EXECUTIVE SESSION

Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees authorized by 5 ILCS 120/2 (c)(2)

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to go into closed session at the hour of 7:20 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

20. RECONVENE

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to return from closed session and reconvene the Regular Meeting at the hour of 8:17 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

21. ADJOURNMENT

MOTION: Made by Trustee Ruffolo and seconded by Trustee Neal to adjourn the Regular Meeting at the hour of 8:18 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

MINUTES OF THE SPECIAL MEETING BUDGET WORKSHOP #2 OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON THURSDAY, FEBRUARY 17, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, and Gayle Neal, Assistant Village Administrator Sean Halloran, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan, Director of Municipal Services Foreman AJ Passero, Interim Chief Financial Officer Nathan Gaskill, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, and Recreation Services Coordinator Carrie Navins.

Present via conference call, due to the COVID-19 pandemic, were Mayor Frank A. Trilla, Trustee Greg Ruffolo, Chief Robert Schaller and Parks and Recreation Manager John Fenske.

Absent: Village Administrator Pabst

A QUORUM WAS DECLARED

3. MOTION - Motion to Allow Mayor Trilla and Trustee Ruffolo to Attend the Meeting Remotely.

Trustee Neal asked the Board to Allow Mayor Trilla and Trustee Ruffolo to attend the meeting remotely.

MOTION: Made by Trustee Neal and seconded by Trustee Astrella to allow Mayor Trilla and Trustee Ruffolo to attend the meeting remotely.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

4. VISITOR'S BUSINESS

None presented and no written comments were received.

5. DISCUSSION BUDGET WORKSHOP #2

a. 2021-2022 General Fund Update

b. 5 Year Capital Improvement Program Update

c. 2022-2023 General Fund

The Mayor asked Assistant Administrator Halloran to present the budget update.

Assistant Administrator Halloran identified three areas to be covered in tonight's meeting:

- o 2021-2022 General Fund Update
- o 5 Year Capital Improvement Program Update
- o 2022/2023 Proposed General Fund

As a side note, Assistant Administrator Halloran indicated that the Water Rate Study is not completed, that staff is not satisfied with the information received or the contractor's methodology and is not yet ready to present the study to the Board.

Trustee Mistele shared from the Finance Committee, after switching from the DuPage Water Commission to the City of Chicago, the rates have been increasing precipitously. The idea was to create a fund reserve to maintain the water system. He is disappointed in the delay by Christopher Burke, who was awarded the contract for the study in last June.

Assistant Administrator Halloran reviewed the changes to the expenditures from Budget Workshop #1. There were minor changes. The difference between the budget and the estimate was reduced to \$4781 mainly due to the hiring of the Director of Community Development and staffing changes within the Village Hall.

Interim Finance Director Gaskill indicated that since the last meeting, revenue is appearing better than projected and the Village is still on trend for that increase. Per Assistant Administrator Halloran the surplus appears to be about \$3.5 million.

5 YEAR CAPITAL IMPROVEMENT PROGRAM UPDATE

After a review of the proposed projects from Budget Workshop #1, staff has reviewed the projects and made several updates based on costs and priorities. Below is a summary of projects that have been changed in costs or timeline:

Timeline

- Ridgemoor Park Project has been rescheduled from 21-22 to 22-23.
- Farmingdale Park Project has been rescheduled from 22-23 to 23-24.
- Pickleball Court Project and Lighting updates at Midway Park have been rescheduled from 22-23 to 23-24.

- Knolls Water Main Project has been temporarily pushed back from 25-26 to 27-28.

Cost Changes

- Increased the Community Resource Center costs from \$2,000,000 to \$2,250,000
- Increased the 67th Street Resurfacing projects costs from \$250,000 to \$565,000
- Decreased Rogers Farm Resurfacing project costs from \$450,000 to \$435,000
- Decreased the Police Department Remodeling costs from \$100,000 to \$45,000
- Decreased the Borse Park Lighting Project costs from \$981,000 to \$645,000
- Added the 67th Street Traffic Signal project with the City of Darien

Assistant Administrator Halloran indicated that the new budget format consists of four main changes:

1. Consolidates expenses and revenues into top-level categories
2. Creates a Summary level (30,000-foot view)
3. Creates a Line-Item Detail level (10,000-foot view)
4. Creates a Description level (Ground floor)

Another change to this year budget is the methodology for fund allocation used by the Finance Team, Assistant Administrator Halloran, Administrator Pabst, and Mayor Trilla. This will update the appropriation of funds throughout the different funds, i.e., General Fund and Water Fund. The Mayor clarified that this change allows the Village to make better and more accurate decisions, particularly when allocating the Water Fund.

In the General Fund overview, Assistant Administrator Halloran stated that in total operating cost, we're seeing a decrease in overall expenditures for the 22-23 budget due to the fund allocation method, the outsourcing of Financing and additional staffing changes reducing costs. The large increase in overall fund expenditures is related to the Capital Improvement Program (CIP).

The largest percentage of the operating expenses is the expenditures for the Police at 86%, and the second highest for the Village Administration Office (VAO) which comprises Administration, Finance and Parks and Recreation. There is a new allocation for the CIP which accounts for 35-40% of overall funding, although these costs are one-time expenses.

Interim Finance Director Gaskill presented the information on General Fund revenue, indicating the methodology used tried to remain conservative. The projected surplus is #3,588,394. Highlights of the revenue include:

- Sales Tax and Home Rule Sales Tax are projected to grow slightly from the 2021-2022 estimate
- Intergovernmental will see one-time increases from ARPA and DECO grants.

- Charges for Services is related to the projected revenue for the Active Adults Program

Trustee Neal wondered why and or how the interest projections could go from \$800 to \$8000. Interim Finance Director Gaskill clarified that these figures are tied to interest rates, and although we are expecting increases, we don't know what they will be. He also indicated that historically these figures are adjusted in May or June as the interest rate trend appears.

Assistant Administrator Halloran continued with the information on Tax revenue. The largest revenue generators are the Home Rule sales tax and the places of eating tax and, using a conservative estimate, are expected to increase by 1.5% for the next year.

The Miscellaneous section shows a large decrease due to the Water Fund no longer supporting the General Fund and the receipt of a one-time payment from IRMA in the prior fiscal year for the cybersecurity incident.

The increase in the Services revenue is due primarily to the projections in the Active Adults program, estimated around \$202,000.

Overall, in the General fund, a surplus of around \$570,000 is expected. The fund balance is expected to be around 95% for next year which is likely to go down over the next few years as we are currently receiving grants, ARPA & DECO grants, and Rebuild Illinois bond money. However, we're confident that we'll stay above the 60% fund balance.

Interim Finance Director Gaskill discussed the revenue breakdown. He indicated that in calculating the information the trend was followed rather than be overly conservative. He stated the trajectory of the sales tax numbers was good and healthy. Overall, there is a small, one-half percent increase reflected in the graph, but the numbers for the red light fines were scaled back.

Assistant Administrator Halloran added that the budget included projections of \$850,000 in red light fines this year; previous fiscal years have been around \$600,000.

Mayor Trilla suggested estimating a decrease in the utility tax of 5-6%. He also asked if the hotel/motel tax was included in the sales tax.

Assistant Administrator Halloran indicated that that tax is separate category and that the chart indicates only the top revenue generating sectors only and did not include the hotel/motel tax sector. He shared the figures for the past fiscal year and upcoming estimations (hotel/motel tax FY 21/22 \$239,000, FY 22/23 \$208,000, storage tax FY 21/22 \$184,000 and FY 22/23 \$175,000)

Interim Finance Director Gaskill provided information on the Police Pension fund:

- Current Funded ratio is 73.8%
- Two possible funding amounts calculated for FY 22/23:
 1. Statutory minimum (projected unit credit method) assumes 90% funding by 2040: \$744,761 contribution amount (31.4% of payroll)
 2. Recommended contribution (entry age normal method) assumes 100% funding by 2040: \$1,208,511 (51.0% of payroll)
 - o 1.5% increase = \$17,517
 - o Historical rates of payroll:
- 19 beneficiaries as of 4/30/2021 (annual benefit cost \$1.6 million FY 20/21)

IMRF's Actuarial Valuation performed as of 12/31/2020:

- Current Funded ratio is 84.08%
- Contribution rate decreased by 3.89% (24.65 % to 20.76%)
- FY 22/23 annual contribution approx. \$260,000 or about \$85,000 decrease
- Historical rates of payroll:

CY 2016: 17.45%	CY 2018: 14.74%	CY 2020: 13.41%
CY 2017: 15.43%	CY 2019: 12.23%	CY 2021: 24.65%

Interim Finance Director Gaskill showed the information on the Village's debt:

- Series 2015 GO ARS [Alternative Revenue Source] Bonds (final payment 12/30/2034)
 - Current balance: \$3,367,000 (original amount \$4,930,000)
 - Pledged to be repaid with income tax revenues (police station portion) and water user fees (water tank portion)
 - If pledged revenues are insufficient, a general obligation property tax would be levied
 - Village Board will abate the property tax each year as long as alternate revenues remain sufficient
 - FY 2022/23 payment (year 8 of 20): \$342,750
 - General Fund contribution: \$275,937
 - Water Fund contribution: \$66,813

The GO ARS bond is backed by sales tax and income tax payments.

- IEPA Loan (final payment 7/31/2036)
 - Current balance: \$689,206 (original amount \$887,089)
 - Pledged to be repaid with water user fees (water standpipe painting)
 - FY 2022/23 payment (year 6 of 20): \$54,448
 - Principal: \$41,823
 - Interest: \$12,626

Both the GO ARS Bond and the IEPA Loan are considered Village debt.

- Business District Sales Tax Incentive - Harlem-Irving
 - Developer Note issued 5/1/2019 for \$2,000,000 (max)
 - Pledged to be repaid with Business District sales taxes on specific retailers
 - Limited to 20-year term (5/1/2039)
 - First payment made FY 2019/20 - \$50,383
 - FY 2020/21 payment of \$62,725
 - FY 2021/22 payment estimated at \$72,500 (15% incr.); FY 2022/23 est. \$72,500
- Business District Sales Tax Incentive - PFM [Pete's Fresh Market]
 - Developer Note not yet issued
 - Pledged to be repaid with Business District sales taxes on specific retailers
 - Maximum would be \$5,000,000
 - FY 2021/22 & FY 2022/23 payment placeholder at \$110,000
 - Limited to 20-year term or expiration of business district (7/11/2039)

Both the Mayor and Assistant Administrator Halloran clarified that the Sales Tax Incentives are not a loan or debt in fact, but rather a sales tax sharing agreement that is only paid once sales tax is collected. Trustee Mistele asked the amount of Pete's Fresh Market fund balance. Assistant Administrator Halloran that although he didn't have the data for Pete's, the balance for the total business district is projected to be \$3.2 million, and that \$850,000 has been paid out in the last 3-4 years to Harlem Irving. Trustee Neal wanted to know what the term is for Harlem Irving's note. Assistant Administrator Halloran indicated that it is payable until 2039.

Interim Finance Director Gaskill continued to a discussion of the Special Service Area (SSA) Bonds. He clarified that although these are shown as debt on the Village's financial statement, it is not actually a debt, but

rather a loan initiated by the Village and guaranteed on the debt of the specific group of homeowners in the SSA.

- Series 2007 Special Service Area (SSA) Bonds
(final payment 1/1/2029)
 - Current balance: \$1,735,000 (original amount \$3,540,000)
 - No-commitment debt of the Village, secured by property tax revenues levied on the benefitted properties
 - FY 22/23 payment of \$323,425 budgeted in the Special Service Area Fund

Assistant Administrator Halloran presented the information on the Village Administrator's Office (VAO) in the Administration department:

- **2021-2022 Accomplishments/Highlights**
 - Successfully managed the transition to a hybrid staffing model.
 - Implemented the new Burr Ridge Park District IGA.
 - Received the Pavement Assessment Grant from CMAP.
 - Completed the Citizen Survey.
 - Completion of the Gateway Signage project.
 - Oversaw the update to the Zoning Code.
- **2022-2023 Budget Highlights**
 - True Fund Allocation for Personnel and IRMA.
 - Moved CIP projects out of Operating Expenses.
 - Completion of the Community Resource Center.
 - Completion of the Zoning Code Update.
 - Transition of the Health Insurance Project.
 - Oversee the rewrite of the Personnel Manual.
 - Manage the document scanning/storage project.

Trustee Mistele updated the Board regarding the status of the Community Resource Center now taking bids and tentatively waiting for a \$500,000 grant.

Assistant Administrator Halloran continued with the VAO Finance department information:

- **2021-2022 Accomplishments/Highlights**
 - Successfully managed the transition to an outsourced Finance model.
 - Received two GFOA awards.
- **2022-2023 Budget Highlights**
 - Apply for the triple GFOA award.
 - Assist with the TIF implementation.
 - Streamline the invoicing and payroll process.

- Oversee the development of the five-year Capital Improvement Program.

He also indicated that being awarded a third GFAO award would be a major accomplishment as only 26 communities in Illinois have that honor.

Recreation Services Coordinator Navins presented the information on the VAO Parks and Recreation department:

- **2021-2022 Accomplishments/Highlights**
 - Evaluated Parks and Recreation services.
 - Successfully managed the Light up the Night event in November 2021.
- **2022-2023 Budget Highlights**
 - Implementation of the Active Adults Program.
 - Oversee the construction project of Ridgemoor Park.
 - Manage the Parks and Recreation Master Plan procurement, discussion, and implementation process.
 - Evaluation of Parks and Recreation programs.
 - Integrate programs and events within the Community Resource Center.

Trustee Mistele asked about the anticipated completion date for Ridgemoor Park. Assistant Administrator Halloran indicated that the bids had been received last week and that a completion date in September was expected.

Assistant Administrator Halloran asked for additional questions considering the recent changes in the Parks and Recreation department. A discussion followed regarding the expected revenues and expenditures of the reorganized department.

Information on the Community Development Department included the following:

- **2021-2022 Accomplishments/Highlights**
 - Consolidated the Building and Zoning and Planning and Economic Development divisions.
 - Hiring of a new Director of Community Development.
 - Successfully transitioned from TPI to SAFEBuilt for building plan review and inspectional services.
- **2022-2023 Budget Highlights**
 - True Fund Allocation for Personnel.
 - Comprehensive Plan Update.
 - Building Permit Fee Analysis.
 - Service Level Improvements (over counter permits, minor building remodel, etc.).

Trustee Neal wanted to know how violations would be addressed and indicated that the Plan Commission would like to see a more cohesive enforcement policy. She indicated this would also help with the Title 6 revisions in defining nuisances.

Chief Schaller presented the information on the Police department:

2021-2022 Accomplishments

- Implementation of the Body Worn Camera Program.
- Implementation of WBPD Tactical Officer Team.
- Implementation of High-Speed Fiber Internet.
- Increased compliance ticket payment rates by implementing electronic ticketing.
- Implementation of Flock ALPR System.

2022-2023 Budget Highlights

- DEA Task Force Officer.
- Decrease operational costs by adding more in-house training - i.e. phlebotomist.
- Re-organizing the organizational structure of police administration.

Trustee Neal wanted to know, with the departure of Nancy Turville, the plan for the continuance of the CALEA program. Chief Schaller identified that currently the Chief and Deputy Chief are handling the process and that they were looking for a grant writer to assist. Trustee Neal also wanted how some of Ms. Turville's additional duties, such as the website, Facebook, working with senior citizens and other public safety duties would be handled. She feels the position is not one that can be eliminated. Chief Schaller agreed and indicated it would be difficult to find a candidate to fulfill all of those aspects of the job. For the CALEA accreditation, there is currently no one that can step in to that position without additional certification.

Trustee Neal also raised the question of additional red-light cameras. The Chief indicated that six additional were included in the budget. The question was raised as to whether the cameras could be relocated based on trouble areas. Chief Schaller said that the models used by the Village are stationery.

Trustee Berglund wondered if the Cadet program would be reinstated. Chief Schaller stated that the program would continue, but that it has become more difficult to locate candidates.

Municipal Services Foreman AJ Passero presented the Public Works information:

2021-2022 Accomplishments/Highlights

- Resurfacing of the Farmingdale subdivision
- Multiple hydrant replacements.
- Purchase of new snow fighter F450.
- Eleanor Place speed tables.

2022-2023 Budget Highlights

- True Fund Allocation for Personnel.
- Rogers Farm subdivision resurfacing.
- 67th street resurfacing.
- 75th street water main extension.
- Begin design work for:
 - 79th Street sidewalks from Eleanor to Clarendon Hills Road.
 - Public Works Building Expansion

Mayor Trilla wanted to ensure that the 67th Street resurfacing would not interfere with any work being done at the Clarendon Hills intersection. Foreman Passero replied that that area had been done a few years ago and that the 67th Street work would stop just before Snug Harbor Drive.

Assistant Village Administrator Halloran reviewed additional programs in the Public Works department:

- Grants for the Safe Rout to School program to include sidewalks in the western part of Gower, on the backside of Cherry Tree
- Sidewalks on 79th, Eleanor to Clarendon Hills Road - before the Board in Winter 2022
- Project planning in March and April to come before the Board with design work plans completed to be able to begin projects in May, rather than wait and overload the schedule in fall and early winter

Foreman Passero provided further information on the Public Works expansion program. He explained that it's not an expansion of the physical building but rather taking over the lot currently part of the Public Work's property on 73rd Court, west of the existing building, the dead end at 75th Court. Some of the improvements planned for September 2022 would include:

Equipment storage
Facilities for mixing and segregating treated road salt
Gated PD impound lot storage

The Mayor expressed concern that this is zoned as a residential area. Foreman Passero indicated that, with the rezoning planned this year, the area should be a governmental district.

Assistant Village Administrator Halloran asked if there were any additional questions. There being none, the Mayor thanked everyone for the time, especially on a snowy night.

6. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Special Meeting at the hour of 7:55 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

March 28, 2022

GENERAL CORPORATE FUND	-----	\$165,004.02
WATER FUND	-----	\$158,800.88
WATER CAPITAL IMPORVEMENTS FUND	-----	\$33,580.00
LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND-----		\$2,500.00
 TOTAL WARRANTS	-----	\$359,884.90

Michael Rock, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/16/2022		APCH	98354	DELTA MARRIOTT	CHECKING - 0283	110-105	00	2,375.00
03/16/2022		APCH	98355	TOMMY R's CATERING	CHECKING - 0283	110-105	00	442.00
03/24/2022		APCH	98481	TOMMY R's CATERING	PUBLIC RELATIONS	475-365	10	442.00
03/28/2022		APCH	241(E) #	FIRST NATIONAL BANK OMAHA	COMMISSARY PROVISION COMMISSARY PROVISION EDP LICENSES EDP LICENSES EDP LICENSES FURNITURE & OFFICE EQUIPMENT SENIORS PROGRAM-SUMMER SENIORS PROGRAM-SUMMER WINTER PROGRAM MATERIALS & SERVICES WINTER PROGRAM MATERIALS & SERVICES CHILDRENS SPECIAL EVENTS - OTHER CHILDREN'S HOLIDAY PARTY ROAD SIGNS	455-355 455-355 460-263 460-263 460-263 485-611 575-517 575-517 585-121 585-121 585-150 585-155 755-333	10 10 10 10 10 10 20 20 20 20 20 20 35	91.93 30.41 15.93 40.00 22.75 1,858.52 475.00 495.00 11.99 25.65 15.00 18.62 766.88
					CHECK APCHK 241(E) TOTAL FOR FUND 01:			3,867.68
03/28/2022		APCH	98356*#	ACCESS ONE, INC.	PHONE - TELEPHONES PHONE - TELEPHONES PHONE - TELEPHONES PHONE - TELEPHONES INTERNET/WEBSITE HOSTING PHONE - TELEPHONES PHONE - TELEPHONES PHONE - TELEPHONES INTERNET/WEBSITE HOSTING TELEPHONES	455-201 455-201 455-201 455-201 460-225 455-201 455-201 630-201 640-225 710-201	10 10 10 10 10 20 20 30 30 35	448.59 49.30 49.30 61.96 400.00 91.65 91.65 2,769.25 400.00 91.65
					CHECK APCHK 98356 TOTAL FOR FUND 01:			4,453.35
03/28/2022		APCH	98357	ADMINISTRATIVE CONSULTING SPECIA	CONSULTING - IT/GRANT	640-306	30	2,375.00
03/28/2022		APCH	98358	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	570.16
03/28/2022		APCH	98359	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	1,132.39
03/28/2022		APCH	98361	AT & T MOBILITY II LLC	PHONE - TELEPHONES	630-201	30	556.40
03/28/2022		APCH	98362	B & E AUTO REPAIR & TOWING	MAINTENANCE - VEHICLES	630-409	30	207.48
03/28/2022		APCH	98363	BRYAN'S GARAGE DOOR SOLUTIONS	MAINTENANCE - EQUIPMENT	740-411	35	638.00
03/28/2022		APCH	98364	CAR REFLECTIONS	NEW VEHICLES	680-625	30	3,700.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/28/2022		APCH	98365	CINTAS CORPORATION NO 2	MAINTENANCE - PW BUILDING	725-418	35	42.33
03/28/2022		APCH	98366*#	COMED	RED LIGHT - COM ED	630-248	30	139.06
					RED LIGHT - COM ED	630-248	30	102.98
					RED LIGHT - COM ED	630-248	30	35.15
					ENERGY - STREET LIGHTS	745-207	35	51.19
					ENERGY - STREET LIGHTS	745-207	35	1,089.87
					ENERGY - STREET LIGHTS	745-207	35	518.40
					CHECK APCHK 98366 TOTAL FOR FUND 01:			1,936.65
03/28/2022		APCH	98367#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	37.57
					SANITARY (825 MIDWAY)	570-250	20	5.98
					SANITARY (825 MIDWAY)	570-250	20	5.22
					SANITARY (PARKS)	570-278	20	5.60
					SANITARY (7760 QUINCY)	630-250	30	30.05
					SANITARY USER CHARGE	725-417	35	25.76
					CHECK APCHK 98367 TOTAL FOR FUND 01:			110.18
03/28/2022		APCH	98368	ELINEUP LLC	FEES/DUES/SUBSCRIPTIONS	630-307	30	600.00
03/28/2022		APCH	98369	EMERGENCY TELEPHONE SYSTEM BOARD	RADIO DISPATCHING	675-235	30	25,418.31
03/28/2022		APCH	98372*#	FALCO'S LANDSCAPING INC	MAINTENANCE - BUILDING	466-228	10	950.00
					STREET & ROW MAINTENANCE	750-328	35	4,900.00
					STREET & ROW MAINTENANCE	750-328	35	4,700.00
					STREET & ROW MAINTENANCE	750-328	35	4,300.00
					STREET & ROW MAINTENANCE	750-328	35	3,750.00
					CHECK APCHK 98372 TOTAL FOR FUND 01:			18,600.00
03/28/2022		APCH	98373	GBJ SALES, LLC	MAINTENANCE - EQUIPMENT	735-411	35	485.40
03/28/2022		APCH	98375	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	337.50
03/28/2022		APCH	98376*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	324.60
					MAINTENANCE - VEHICLES	735-409	35	81.88
					MAINTENANCE - EQUIPMENT	740-411	35	348.40
					OPERATING EQUIPMENT	755-401	35	29.40
					CHECK APCHK 98376 TOTAL FOR FUND 01:			784.28
03/28/2022		APCH	98377	ILCMA	PERSONNEL RECRUITMENT	455-131	10	50.00
03/28/2022		APCH	98378	ILL. ASSN. CHIEFS OF POLICE	FEES/DUES/SUBSCRIPTIONS	630-307	30	875.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/28/2022	APCH	98380	KING CAR WASH		FUEL/MILEAGE/WASH	630-303	30	300.00
03/28/2022	APCH	98381	LANER MUCHIN		FEES - LABOR COUNSEL	470-242	10	744.25
03/28/2022	APCH	98382	LAURIE SCHMITZ		UNIFORMS	630-345	30	72.58
03/28/2022	APCH	98383	LEONARD B CANNATA		RED LIGHT - ADJUDICATOR	630-246	30	1,254.00
03/28/2022	APCH	98386	NANCY GROSSI		SNOW REMOVAL CONTRACT	740-287	35	75.00
03/28/2022	APCH	98387#	NJ RYAN TREE & LANDSCAPE LLC		CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	6,150.00
					CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	4,455.00
					CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	6,600.00
					CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	6,000.00
					CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	4,800.00
					SNOW REMOVAL CONTRACT	740-287	35	4,455.00
					SNOW REMOVAL CONTRACT	740-287	35	4,252.50
					SNOW REMOVAL CONTRACT	740-287	35	6,645.00
					SNOW REMOVAL CONTRACT	740-287	35	5,440.00
					SNOW REMOVAL CONTRACT	740-287	35	5,770.00
					SNOW REMOVAL CONTRACT	740-287	35	6,600.00
					SNOW REMOVAL CONTRACT	740-287	35	7,360.00
					SNOW REMOVAL CONTRACT	740-287	35	7,205.00
					CHECK APCHK 98387 TOTAL FOR FUND 01:			75,732.50
03/28/2022	APCH	98388#	ORBIS SOLUTIONS		CONSULTING SERVICES - IT	460-306	10	5,918.00
					EDP LICENSES	815-263	40	400.00
					CHECK APCHK 98388 TOTAL FOR FUND 01:			6,318.00
03/28/2022	APCH	98389	ORKIN EXTERMINATING		FEES/DUES/SUBSCRIPTIONS	630-307	30	193.26
03/28/2022	APCH	98390	P.F. PETTIBONE & CO.		OPERATING EQUIPMENT	630-401	30	34.00
03/28/2022	APCH	98391	PIRTEK		MAINTENANCE - VEHICLES	735-409	35	669.92
03/28/2022	APCH	98392	RAGS ELECTRIC, INC		MAINTENANCE - STREET LIGHTS	745-223	35	1,022.49
03/28/2022	APCH	98393	ROBERT HALF		CONSULTING FEES - CLERICAL	471-253	10	824.31
03/28/2022	APCH	98394	RUSH TRUCK CENTER -CHICAGO		MAINTENANCE - VEHICLES	735-409	35	4,068.67
					MAINTENANCE - VEHICLES	735-409	35	850.04
					CHECK APCHK 98394 TOTAL FOR FUND 01:			4,918.71
03/28/2022	APCH	98395	SATELLITE PHONE STORE		PHONE - TELEPHONES	455-201	10	131.92

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
03/28/2022		APCH	98396	SECURITAS ELECTRONIC SECURITY IN	MAINTENANCE - BUILDING	466-228	10	468.00
					MAINTENANCE - BUILDING	466-228	10	468.00
					CHECK APCHK 98396 TOTAL FOR FUND 01:			936.00
03/28/2022		APCH	98397	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE SUPPLIES	570-331	20	24.80
03/28/2022		APCH	98398	TEMPERATURE ENGINEERNG INC	MAINTENANCE - PW BUILDING	725-418	35	960.00
03/28/2022		APCH	98399	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	203.80
03/28/2022		APCH	98403	WAREHOUSE DIRECT	MAINTENANCE - BUILDING	466-228	10	34.43
					MAINTENANCE - BUILDING	466-228	10	279.99
					CHECK APCHK 98403 TOTAL FOR FUND 01:			314.42
03/28/2022		APCH	98404	WILL COUNTY CLERK	FEES/DUES/SUBSCRIPTIONS	630-307	30	10.00
03/28/2022		APCH	98405	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	735-409	35	234.95
03/28/2022		APCH	98406	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	30.00
					Total for fund 01 GENERAL FUND			165,004.02

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
03/28/2022		APCH	240(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	110,393.64
03/28/2022		APCH	98356*#	ACCESS ONE, INC.	PHONE - TELEPHONES	401-201	50	91.65
					PHONE - TELEPHONES	401-201	50	91.65
					CHECK APCHK 98356 TOTAL FOR FUND 02:			183.30
03/28/2022		APCH	98360	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	736.00
03/28/2022		APCH	98366*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	1,572.29
03/28/2022		APCH	98371	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	150.00
03/28/2022		APCH	98372*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,440.00
03/28/2022		APCH	98374*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	8,205.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,200.00
					DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	3,980.00
					DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	3,980.00
					DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	3,980.00
					DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	3,980.00
					DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	3,980.00
					DISTRIBUTION SYSTEM REPLACEMENT	440-694	50	3,980.00
					CHECK APCHK 98374 TOTAL FOR FUND 02:			33,285.00
03/28/2022		APCH	98376*#	HOME DEPOT CREDIT SERVICES	OPERATING EQUIPMENT	430-401	50	478.97
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	29.97
					CHECK APCHK 98376 TOTAL FOR FUND 02:			508.94
03/28/2022		APCH	98379	JSN CONTRACTORS SUPPLY	OPERATING EQUIPMENT	430-401	50	495.70
03/28/2022		APCH	98384	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	1,603.81
					MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	718.00
					CHECK APCHK 98384 TOTAL FOR FUND 02:			2,321.81
03/28/2022		APCH	98400	ULINE	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	1,758.76
03/28/2022		APCH	98401	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	423.40
03/28/2022		APCH	98402	USABLUEBOOK	CHEMICALS	420-361	50	532.04
					Total for fund 02 WATER FUND			158,800.88

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User: JDean
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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 03/16/2022 - 03/30/2022

Page 6/7

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 09 WATER CAPITAL IMPROVEMENTS FUND								
03/28/2022		APCH	98374*	H AND R CONSTRUCTION INC.	WATER SYSTEM IMPROVEMENTS	440-600	65	5,800.00
					WATER SYSTEM IMPROVEMENTS	440-600	65	4,980.00
					CHECK APCHK 98374 TOTAL FOR FUND 09:			10,780.00
03/28/2022		APCH	98385	MIDWEST CHLORINATING, INC.	WATER SYSTEM IMPROVEMENTS	440-600	65	16,500.00
					WATER SYSTEM IMPROVEMENTS	440-600	65	6,300.00
					CHECK APCHK 98385 TOTAL FOR FUND 09:			22,800.00
					Total for fund 09 WATER CAPITAL IMPROVEMENTS FU			33,580.00

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User: JDean
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 03/16/2022 - 03/30/2022

Page 7/7

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 14 LAND ACQUISITION, FACILITY, EXPANSION &								
03/28/2022		APCH	98370	ENGINEERING SOLUTIONS TEAM	ENGINEERING	920-245	75	2,500.00
					Total for fund 14 LAND ACQUISITION, FACILITY, E			2,500.00
					TOTAL - ALL FUNDS			359,884.90

'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE: AN ORDINANCE RESERVING AND AUTHORIZING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS	AGENDA NO. 6.e. AGENDA DATE: 3/28/2022
---	---

STAFF REVIEW: Sean Halloran, Asst. Village Administrator **SIGNATURE:** 
Mike Rock, Chief Financial Officer **SIGNATURE:** 

LEGAL REVIEW: Thomas Bastian, Village Attorney **SIGNATURE:** 

RECOMMENDED BY: Brian Pabst, Village Administrator **SIGNATURE:** 

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

The Village of Willowbrook became a home rule municipality through a public referendum in April 2019. As such, the Village is now annually allocated an amount of private activity bond volume cap, pursuant to the Federal Tax Reform Act of 1986, as amended, and the Illinois Private Activity Bond Allocation Act. The Village can utilize the volume cap itself any time during the calendar year 2022 or transfer it to another municipality, generally for value.

Section 146 of the Internal Revenue Code of 1986, as amended, provides that the Village has a volume cap equal to \$110.00 per resident of the Village in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds.

Private activity bonds (PABs or federally tax-exempt conduit infrastructure bonds) enable the following types of charities and 501 (c) (3) organizations to finance their capital infrastructure projects at generally lower interest rates and longer maturities – and to create long-term economic value for communities throughout Illinois:

- Hospitals and health systems;
- Schools – research universities, colleges, charter schools, and others;
- Museums and cultural institutions; and
- Organizations that provide housing for seniors, students, and working people

The Village Attorney recommends the Village reserve all of its volume cap allocation for the calendar year to be applied toward the issuance of private activity bonds, as provided in this Ordinance, or to be transferred, as permitted by this Ordinance.

In order to preserve the Village's volume cap allocations, the attached ordinance must be passed and approved prior to May 1, 2022.

ACTION PROPOSED: Pass the Ordinance

ORDINANCE NO. 22 – O - _____

**AN ORDINANCE RESERVING AND AUTHORIZING THE
TRANSFER OF VOLUME CAP IN CONNECTION WITH
PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS**

WHEREAS, the Village of Willowbrook, DuPage County (the “*Village*”), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the “*Code*”), provides that the Village has volume cap equal to \$110.00 per resident of the Village in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (State Bar Ed. 2016), as supplemented and amended (the “*Act*”), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Village to reserve all of its volume cap allocation for calendar year 2022 to be applied toward the issuance of private activity bonds (the “*Bonds*”), as provided in this Ordinance, or to be transferred, as permitted by this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Village for calendar year 2022 is hereby reserved by the Village, which may issue the Bonds using such volume cap, or without any further action required on the part of the corporate authorities of the Village, may transfer such volume cap to a home rule unit of government, non-home rule unit of government, the State of Illinois or any agency thereof for the issuance of private activity

bonds by such governmental entity, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or authorization of the transfer of such volume cap for use in the issuance of such other bonds; *provided*, that any such transfer shall be evidenced by a written instrument executed by the Mayor, Village Administrator, Assistant Village Administrator or Finance Director or any other proper officer or employee of the Village.

SECTION TWO. That the Village shall maintain a written record of this Ordinance in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION THREE. That the Mayor, Village Clerk, Village Administrator, Assistant Village Administrator, Finance Director and all other proper officers, officials, agents and employees of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance and to comply with the provisions of the Act with respect to transfers of volume cap.

SECTION FOUR. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

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SECTION FIVE. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

PASSED and APPROVED this 14th day of March, 2022.

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn,
Village Clerk

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
THOMAS M. BASTIAN
MELISSA M. WOLF
ANDREW Y. ACKER
JAMES E. MACHOLL
BRIAN W. BAUGH
ANTHONY J. CASALE
PETER A. PACIONE
MATTHEW G. HOLMES
MICHAEL R. DURKIN
THOMAS J. HALLERAN
ADAM R. DURKIN

(847) 318-9500

FACSIMILE (847) 318-9509

March 7, 2022

JOSEPH G. KUSPER
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II
BRIAN R. KUSPER
MARK R. STEPHENS

OF COUNSEL

IN REPLY REFER TO FILE NO.

Mr. Brian Pabst
Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527

RE: YEAR 2022 HOME RULE PRIVATE ACTIVITY BOND
VOLUME CAP ALLOCATION

Dear Brian:

With the Village of Willowbrook becoming a home rule municipality, it is now annually allocated an amount of private activity bond volume cap, pursuant to Federal Tax Reform Act of 1986, as amended, and the Illinois Private Activity Bond Allocation Act. The Village can utilize the volume cap itself any time during the calendar year 2022 or transfer it to another municipality, generally for value.

Enclosed is an Ordinance reserving the Village's Year 2022 Home Rule Private Activity Bond Volume Cap Allocation. In order to reserve the Village's volume cap allocation, this ordinance must be passed and approved prior to May 1st.

Notice of reservation of the volume cap must be provided to the Governor's Office not later than May 10, 2022. The Notice shall be in the form of a Report of Allocation Granted by Home-Rule Units (the "Notice") with a certified copy of the ordinance attached. We have enclosed a Notice for your use. The Notice (with a certified copy of the ordinance attached) must be submitted in both: (1) hard copy; and (2) electronic format (Adobe Acrobat "PDF").

STORINO, RAMELLO & DURKIN

Mr. Brian Pabst
March 7, 2022
Page 2

The hard copy shall be submitted to:

Governor's Office of Management and Budget
Capital Markets Unit – Volume Cap Submission
JRTC, 100 W. Randolph Street – Suite 15-100
Chicago, Illinois 60601
Attn: Sophia Ronis

The electronic copy shall be submitted to: OMB.VolumeCapRequest2022@illinois.gov.

Please indicate the (i) name, (ii) status of your organization (Home Rule, Non-Home Rule or State Agency) and (iii) type of submission (either a "Report" or a "Request") in the "SUBJECT" line of your submission e-mail.

Please include the following information for a primary and secondary contact person in the body of each electronic submission (e-mail): Name, Title, Department/Division, Phone Number, and Email Address.

The primary and secondary contact shall be a public official or a direct employee of the Village whom the Governor's Office or GOMB can directly contact regarding the submission. The primary or secondary contact should not be the Village's bond counsel, financial advisor, underwriter or any other intermediary. Submission(s) shall be deemed incomplete unless this contact information is provided.

If you would like assistance in filing the required Notice or have questions or comments, please feel free to contact our office.

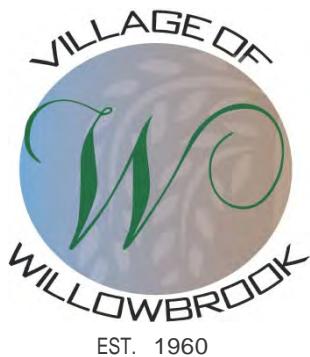
Sincerely,

STORINO, RAMELLO & DURKIN



Brian W. Baugh

BWB:kk
Enclosure



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

Mayor

Frank A. Trilla

Village Clerk

Deborah Hahn

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator

Brian Pabst

Chief of Police

Robert Schaller

March 28, 2022

Office of the Governor
Governor's Office of Management and Budget
100 W. Randolph Street – Suite 15-100
Chicago, Illinois 60601
Attn: Sophia Ronis

ATTENTION: Debt Management Unit

Re: Issuer: Village of Willowbrook, a Home Rule Unit
Total 2022 Volume Cap Allocation: \$935,770.00

Volume Cap allocations granted, transferred, or reserved by Issuer ordinance prior to May 1, 2022:

1. Principal Amount of Issue: \$935,770.00

Bond Description: Private Activity Bonds

Reallocation/Transfer: Year 2022 Private Activity Bond issuance authority is reserved to the Village of Willowbrook

Total Allocation Reserved: \$935,770.00

A certified copy of the previously approved reservation ordinance is enclosed. If you have any questions or require further information, please contact me.

Sincerely,

Village of Willowbrook

Brian Pabst

Village Administrator



Proud Member of the
Illinois Route 66 Scenic Byway

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

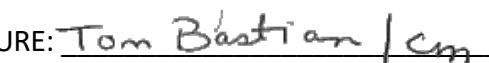
ITEM TITLE:

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

AGENDA NO. 6.f.
AGENDA DATE: 03/28/22

STAFF REVIEW: Michael Krol, Community Development Director SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Brian Pabst, Village Administrator

SIGNATURE: 

REVIEWED & APPROVED BY COMMITTEE: YES NO N/A

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

In accordance with 65 ILCS 5/11-13-19, the Village is required to publish its Zoning Map by March 31st of each year if there have been any map amendments (i.e., re-zonings, subdivisions, annexations, and/or special use permits) during the preceding calendar year. The attached map has been prepared to reflect all changes through December 31, 2021.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

As in the last approval, the "Official Map" is black and white to minimize confusion. A color version will also be available and is useful when printing "quick reference" maps at the 11x17 size. Both the black and white and the color version will be available on the Village's website.

Staff recommends approval of the attached ordinance.

ACTION PROPOSED:

Pass the ordinance amending the zoning ordinance and zoning map of the Village of Willowbrook.

ORDINANCE NO. 22-O-__

**AN ORDINANCE AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: That Ordinance 21-O-14 of the Village of Willowbrook, as passed and approved on the 22nd day of March, 2021, is herewith and now comprehensively amended by the provisions contained in this Ordinance.

SECTION 2: That the Zoning Map contained in the 2021 Village of Willowbrook Zoning Ordinance, as subsequently amended, is herewith and now amended by a new Zoning Map dated March 15, 2022, which shall be entitled, "Zoning Map, Village of Willowbrook", a copy of which shall be on file with the Village Clerk of the Village of Willowbrook, and which zoning map is attached hereto as Exhibit A and is hereby incorporated herein by this reference.

SECTION 3: That all ordinances and resolutions or parts thereof in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4: That this ordinance shall be in full force and effect from and after its passage, approval and publication, in the manner as provided by law.

PASSED and APPROVED this 28th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT A

2022 VILLAGE OF WILLOWBROOK OFFICIAL ZONING MAP

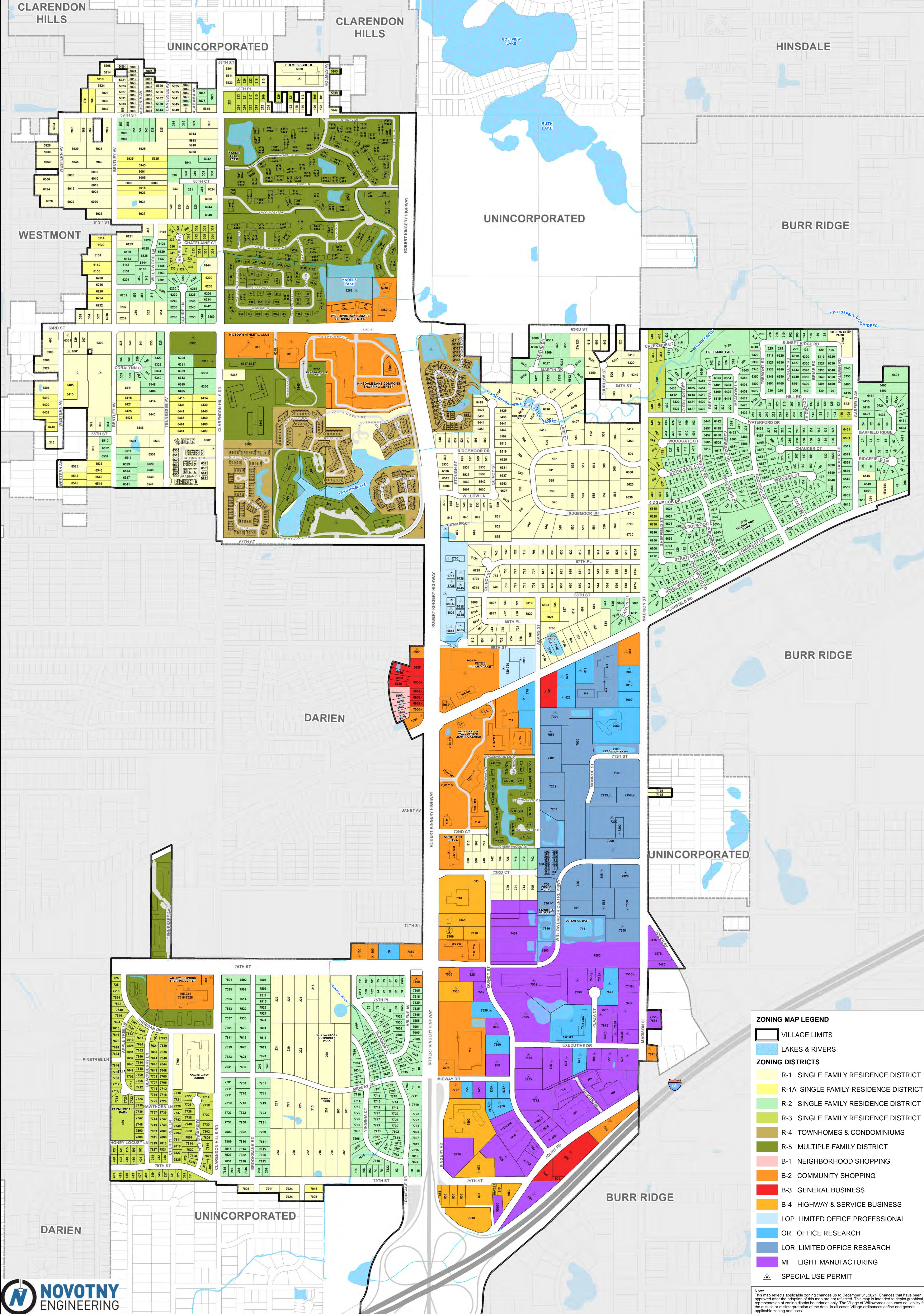
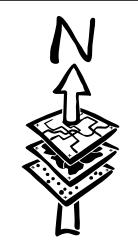


Willowbrook

CLARENCE HILLS

VILLAGE OF WILLOWBROOK

ZONING MAP

1 INCH = 500 FEET
SCALE BASED ON 24" X 36" PLOT

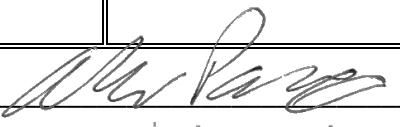
ADOPTED AND APPROVED BY THE VILLAGE OF WILLOWBROOK MARCH ??, 2022 (VALID THROUGH DECEMBER 31, 2022)

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE COUNTY OF DUPAGE FOR MOWING ALONG
COUNTY ROADS AND RIGHTS-OF-WAY

AGENDA NO.: 6.g.**AGENDA DATE:** 03/28/2022**STAFF REVIEW:** Andrew Passero, Public Works Foreman SIGNATURE: **LEGAL REVIEW:** Thomas Bastian, Village Attorney SIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village Administrator SIGNATURE: **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

DuPage County has contacted the Village regarding the renewal of the intergovernmental agreement ("IGA") between the Village and DuPage County. The existing IGA expired in November 2021. In accordance with the IGA, the Village is responsible for the mowing of approximately 23.43 acres of turf located on county-owned rights of ways including 75th Street, Madison Street, Plainfield Road, and 63rd Street. The cost of this work is then reimbursed to the Village by DuPage County at the end of the season. Currently, the Village receives reimbursement in the amount of \$23,600 per season.

Through this arrangement, and local management of the mowing contract, the Village can control the frequency and quality of the mowing in an effort to improve the aesthetics of these arterial streets located within the Village's corporate limits. The term of the original IGA was for three (3) years and expired on November 30, 2021. In January of 2022, the DuPage County Division of Transportation again contacted the Village to ascertain whether we would be interested in renewing the agreement for four (4) additional mowing seasons.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The IGA was drafted by DuPage County and was reviewed by the Village Attorney. The program specifications have been amended to reflect the competitive bid prices that many municipalities have received to perform the mowing work. The proposed IGA provides that the County will reimburse the Village the lesser of:

- 1) \$1,206.65 per mowing cycle x max. 23 cycles = \$27,752.84 per mowing season, or;
- 2) Contractor pricing + 10% administrative costs for contract management

Staff has considered the revised program specifications and concluded that the Village will be adequately reimbursed for the work regardless of which payment provision is ultimately used. If approved by the Village Board, the first round of mowing must occur prior to May 1, 2022 and would continue through the 2022 mowing season. This will be included in the 2022 Village mowing contract.

ACTION PROPOSED: Adopt the Resolution.

RESOLUTION NO. 22 R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE COUNTY OF DUPAGE
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village of Willowbrook ("Village") and the County of DuPage ("DuPage") are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into intergovernmental agreements; and

WHEREAS, the Village and DuPage have determined that it is in the best interest of the citizens of DuPage and residents of the Village for the Village and DuPage to enter into an Intergovernmental Agreement whereby the Village will provide mowing services to DuPage upon the terms and conditions contained in that certain Intergovernmental Agreement, attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement by and between the Village of Willowbrook and the County of DuPage, for mowing along certain county roads and rights-of-way located within the corporate limits of the Village, is hereby approved and the Mayor of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook and the Village Clerk is hereby directed to attest to said signature. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof.

This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 28th day of March, 2022, by a ROLL CALL VOTE as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
WILLOWBROOK AND THE COUNTY OF DUPAGE FOR MOWING ALONG
COUNTY ROADS AND RIGHTS-OF-WAY**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF WILLOWBROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY**

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Willowbrook (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.*, to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the MUNICIPALITY as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING:

Co Hwy #	Street Name	Street Side	Location Description	Mowing Instructions	Total Acres
38	63rd St	Both Sides and Medians	Western Ave to Madison Ave		4.56
33	75th St	Both Sides and Medians	1 lot West of Sheridan to IL 83		8.59
8	Madison St	Both Sides	63rd St to Joliet Rd		7.21
31	Plainfield Rd	Both Sides	IL 83 to Garfield Ave		3.07
Grand Total:					23.43

and;

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Willowbrook for the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The MUNICIPALITY shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to eighteen (18) additional mowing(s) as necessary per year for four (4) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the MUNICIPALITY of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the MUNICIPALITY, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

- (a) The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.
- (b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- (c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.
- (d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to

diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein."

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be hiring a contractor for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

12. In the event, any provisions of this Agreement are held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not

containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:

Andrew Passero
Public Works Foreman
Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527
apassero@willowbrook.il.us

FOR THE COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187
christopher.snyder@dupageco.org

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2025, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back-to-back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application

of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute *prima facie* evidence of a reasonable application of such professional standards.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the MUNICIPALITY to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow-moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.

11. The starting date for each year's mowing cycle shall be no later than the following:

First Mowing - May 1
Second Mowing - June 1
Third Mowing - July 1
Fourth Mowing - August 1
Fifth Mowing - September 15

Eighteen (18) additional mowing cycles may be completed as weather and grass conditions warrant.

12. The COUNTY shall pay the MUNICIPALITY the lesser of \$1,206.65 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 23.43 acres.

13. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.**

14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lesser of Fifty-One Dollars and Fifty Cents per acre (\$51.50 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing, of any additions or deductions made in the mowing cycle acres.

15. The MUNICIPALITY, if contracting with an outside contractor/vendor, shall furnish a copy of the executed contract between the MUNICIPALITY and the contractor to the COUNTY in advance of invoice processing for our records. If during the term of this contract the MUNICIPALITY awards a new/different contractor, the MUNICIPALITY must notify the COUNTY and furnish the new executed contract. This will not affect the mowing acreage, pricing or schedule of this agreement.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

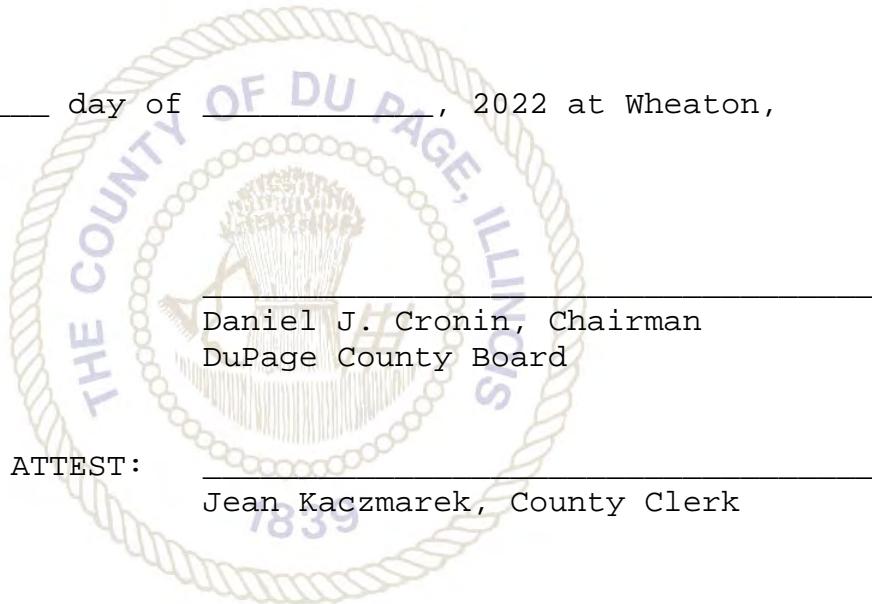
WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this ____ day of _____, 2022 at Wheaton, Illinois.



VILLAGE OF WILLOWBROOK

Signed this ____ day of _____, 2022, at Willowbrook, Illinois.

Frank A. Trilla, Mayor
Village of Willowbrook

ATTEST:

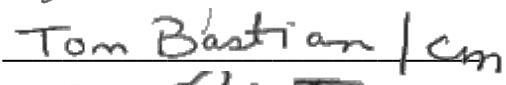
Deborah A. Hahn, Village Clerk
Village of Willowbrook

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE PROPOSAL AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH SEMMER LANDSCAPE, LLC FOR THE 2022 VILLAGE LANDSCAPE MAINTENANCE PROGRAM

AGENDA NO. 7.**AGENDA DATE: 3/28/2022****STAFF REVIEW:** Andrew Passero, Public Works Foreman SIGNATURE: **LEGAL REVIEW:** Thomas Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: **REVIEWED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

On Monday, March 14th, 2022, staff held a public bid opening for the annual landscape maintenance services contract. The legal notice advertising for the bid opening was February 22, 2022. The following bids were received prior to the deadline:

Vendor	Bid
Semmer Landscape LLC	\$156,182
N.J Ryan Landscape	\$114,400

Notes:

- N.J Ryan Landscaping is the Village's current vendor. Due to staffing issues in 2021, their quality of work and inconsistent scheduling, their service did not meet the expectations of the Village.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The contract period is from May 1, 2022, thru April 30, 2023. The low bid price received of \$114,400 by N.J Ryan is not being recommended. Semmer Landscape is the next responsible bidder. The company submitted three (3) references which included neighboring villages. They are a large landscape maintenance company based out of Chicago, IL, and familiar with our area.

ACTION PROPOSED:

Adopt the Resolution.

RESOLUTION NO. 22-R-_____

A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE PROPOSAL AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH SEMMER LANDSCAPE, LLC FOR THE 2022 VILLAGE LANDSCAPE MAINTENANCE PROGRAM

WHEREAS, the Village of Willowbrook (“Village”) solicited proposals from contractors for the 2022 Village Landscape Maintenance Program; and

WHEREAS, of the proposals submitted, opened and reviewed by the Village, the Village declares Semmer Landscape, LLC to be the lowest responsive and responsible proposer at a total proposal of One Hundred Fifty-Six Thousand One Hundred Eighty-Two and 00/100ths Dollars (\$156,182.00).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Semmer Landscape, LLC is hereby declared to be the lowest responsive and responsible proposer for the 2022 Village Landscape Maintenance Program, with a proposal of One Hundred Fifty-Six Thousand One Hundred Eighty-Two and 00/100ths Dollars (\$156,182.00).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor and Village Clerk be and the same are hereby authorized and directed to execute an Agreement with Semmer Landscape, LLC, on a time and material basis, to complete the 2022 Village Landscape Maintenance Program in an estimated amount not to exceed the amount of One Hundred Fifty-Six Thousand One Hundred Eighty-Two and 00/100ths Dollars (\$156,182.00), as set forth in the Agreement attached hereto as Exhibit "A", which Agreement is hereby approved.

PASSED and **APPROVED** this 28th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**SEMMER LANDSCAPE, LLC AGREEMENT FOR
2022 VILLAGE LANDSCAPING SERVICES**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK
AND SEMMER LANDSCAPE, LLC
FOR THE 2022 VILLAGE LANDSCAPE MAINTENANCE PROGRAM**

THIS AGREEMENT ENTERED INTO THIS _____ day of _____, 2022 between Semmer Landscape, LLC., an Illinois limited liability corporation (the “Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (the “Village”), and in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and the Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to contract for the 2022 Village Landscape Maintenance Program (the “Program”).
2. The Contractor has submitted an acceptable proposal to the Village for the Program. Such proposal, including all terms, specifications and conditions, is attached hereto as Exhibit “A”, and which terms, specifications and conditions are expressly made a part of the Agreement as if each was repeated herein, verbatim.
3. The Contractor agrees to commence work for the Program on May 1, 2022. The Contractor shall complete all such work in a good workmanlike manner as set forth in the General Terms and Conditions.
4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
5. The Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. Unless otherwise agreed to in writing as an Amendment to this Agreement, the Village of Willowbrook agrees to pay the Contractor for the performance of the work completed in a good and workmanlike manner, in an amount equal to the Contractor's base bid, not to exceed One Hundred Fifty-Six Thousand One Hundred Eighty-Two and 00/100ths Dollars (\$156,182.00) for the work to be performed, and such payment shall be in conformance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

8. The Contractor agrees that it has, will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

9. During the performance of this Agreement, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this Agreement or any portion of this Agreement, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin

or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in his or her efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois

Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

H. If applicable, the Contractor shall strictly abide by the provisions of the Illinois Prevailing Wage Act.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

10. During the performance of its Agreement with the Village of Willowbrook, the Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Contractor (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt

from the provisions of the Equal Opportunity clause, and that the Contractor will retain such certifications in its files.

11. The Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by the Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of the Contractor, its employees, agents, assigns and/or subcontractors.

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

13. Insurance requirements shall be as follows:

A. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- (3) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.

C. The Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage plus \$1,000,000 excess liability in the annual aggregate injury/property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits as required by the Labor Code of the State of Illinois.
- (4) Employers’ Liability insurance of \$1,000,000 per accident.

D. The policies are to contain, or be endorsed to contain the following provisions:

- (1) Commercial General Liability and Automobile Liability Coverages:

- (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
- (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

14. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Agreement including but not limited to all laws and ordinances related to the proper disposal of all brush picked-up.

15. No member of the governing body of the Village of Willowbrook, or other unit of government, and no other officer, employee, or agent of the Village of Willowbrook, or other unit of government, who exercises any functions or responsibilities in connection with the carrying out of this project to which this Agreement pertains, shall have personal interest, direct or indirect, in the Agreement.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Title 1, Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

The Contractor further certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

16. In the event that the Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Agreement, as provided for in the General Terms and Conditions, by written notice to the Contractor.

17. The Contractor agrees that, to the extent applicable, not less than the prevailing wage as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and the Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

The Contractor shall, to the extent applicable, make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

18. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 to the Contractor: Semmer Landscape, LLC, 1000 W. 94th Street, Chicago, Illinois 60620, Attn: President, as may be applicable, by first class prepaid mail. Any notice to the Contractor shall be deemed received when mailed.

19. The Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, the Contractor shall produce within three (3) days, without cost to the public body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that

the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then the Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon the Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then the Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

19. Time is of the essence of this Agreement.
20. This Agreement, consisting of ten (10) pages, Contractor Proposal, and the Terms and Conditions, shall constitute the Contract documents.

This Agreement is made and executed, in duplicate, in Willowbrook, DuPage County, Illinois the day and year first above written.

Contractor:

SEMMER LANDSCAPE, LLC

By: _____
Print Name: _____,
its President and
duly authorized agent

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

REQUEST FOR BIDS

FOR LANDSCAPING AND MOWING SERVICES

FOR

THE VILLAGE OF

VILLAGE OF WILLOWBROOK



Advertised: February 22, 2022

Due: March 14, 2022, 3:00 p.m.

The Village of Willowbrook seeks assistance from a highly qualified firm to perform landscaping and mowing services as described in this Request for Bids (RFB). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before March 14, 2022, at 3:00 p.m.** per the requirements stated in the RFB. No late, faxed, or electronic proposals will be accepted.

The Village of Willowbrook reserves the right to reject or accept any or all bid and to waive any informalities as deemed in the best interest of the Village.

Questions pertaining to the project may be directed to AJ Passero (apassero@willowbrook.il.us) no later than February 28, 2022, by 5:00 p.m.

Sean Halloran

Assistant Village Administrator

Village of Willowbrook

BASE BID PRICING TABLE**ITEM 1: MOWING AND TRIMMING OF PARKS**

Description	Unit Price Per Week	Weeks
Mowing and Trimming of Parks	\$ 1,730.00	<u>26</u>
TOTAL COST FOR ITEM 1		\$ 44,980.00

ITEM 2: MOWING AND TRIMMING OF RIGHTS OF WAY, MEDIANES, AND VILLAGE FACILITIES

Description	Unit Price Per Week	Weeks
Mowing and Trimming of Rights of Way, Medians and Village Facilities	\$ 2,967.00	<u>26</u>
TOTAL COST FOR ITEM 2		\$ 77,142.00

ITEM 3: PLANTING BED MAINTENANCE OF ALL VILLAGE PARKS

Description	Unit Price Per Week	Weeks
Planting Bed Maintenance of all Village Parks	\$ 860.00	<u>26</u>
TOTAL COST FOR ITEM 3		\$ 22,360.00

ITEM 4: PLANTING BED MAINTENANCE OF RIGHTS OF WAY, MEDIANES, AND VILLAGE FACILITIES

Description	Unit Price Per Week	Weeks
Planting Bed Maintenance Of Rights Of Way, Medians, And Village Facilities	\$ 450.00	<u>26</u>
TOTAL COST FOR ITEM 4		\$ 11,700.00

BASE BID TOTAL

TOTAL FOR ALL BASE BID ITEMS 1-4	\$ 156,182.00
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SUPPLEMENTAL PRICING

(This shall not be included in the Grand Total Bid Price)

Item	Description	Price
1.	As-needed watering (per crew hour)	\$ 80.00

1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWSBROOK

The Village of Willowbrook is a home-rule, AAA bond-rated municipality located in west-suburban DuPage County, approximately 25 miles west of downtown Chicago. The Village was founded in 1960 and has become a desirable community with great accessibility, high-quality schools and parks, a strong commercial sector, and a vibrant and community-minded residential base. O'Hare and Midway airports are a short distance away, and the nearby rail line transports commuters into Downtown Chicago in as short as 20 minutes. Willowbrook's attractive location allows companies to serve local, national, and international markets from a stable Midwestern base.

The Village's accessibility and superior transportation linkages make Willowbrook an attractive place to live and work. The Village employs 46 full-time equivalent employees and includes a strong network of community volunteers serving on many Boards and Commissions. Willowbrook operates under the Mayor Trustee form of government. The Mayor and six Trustees are all elected on an at-large basis. A professional Village Administrator oversees the day-to-day operations of the Village.

2. INTENT

The Village ("Owner") is seeking a contractor(s) ("Contractor"/ "Bidder") to provide various landscaping services.

3. BID PRICE

Please provide pricing for the Services listed. All pricing is not-to-exceed pricing and includes all labor, transportation costs, and equipment necessary to perform the Services. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

4. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by the Village on a total lump sum of the base bid. The Village reserves the right to award the Bid in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Village. The Village further reserves the right to reject any or all bids.

5. TERM

The initial term of the contract shall be for one (1) year from the date of award. The Village reserves the right to renew this contract for three (3) additional one (1) year periods or an additional three (3) year period, subject to acceptable performance by the Contractor. At the end of any contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for the failure of the Village to appropriate funds in future contract years. Written requests for price revisions after the first year period shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. The Village reserves the right to reject a proposed price increase and terminate the agreement.

6. ESCALATION

Written requests for price revisions after the initial term shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The Village reserves the right to reject a proposed price increase and terminate the agreement.

7. PREVAILING WAGES

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

8. SUBMISSION OF BIDDER'S PROPOSAL

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

9. WITHDRAWAL OF BIDDER'S PROPOSAL

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal. No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by Bidder If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

10. QUALIFICATION OF BIDDERS

- A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.
- B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, the experience of personnel, contract defaults, litigation history, and pending projects may also be requested.
- C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

11. DISQUALIFICATION OF BIDDERS

A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual, or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, the individual or joint venture is interested.

B. **Collusion.** If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

12. AWARD OF CONTRACT

- A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.
- B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal
- C. Time of Award. It is expected that the award of the Contract if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended, in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

13. SCOPE OF WORK

The Village is requesting bids from qualified contractors to provide various landscaping services. Work shall be scheduled with the Village's designee. Mowing should be done so as to spread clippings evenly over the area. Otherwise, grass clippings should be removed. Each mowing area should be completed in one day.

This mowing rotation schedule can be adjusted to a less frequent mowing schedule with the approval of the Public Works Foreman during those times of the season when heat and/or lack of rain would cause weekly mowing to stress the grass. From the last week in August until the final mowing of the season, mowing at the Community Park shall be done on either Thursdays or Fridays, coinciding with prevalent events at the park.

Community Park game fields should be cut to a height of 2" when fields are in use. In all mowed areas included in this contract, care should be taken to lower the height of the cut so as not to put the turf under stress.

The Public Works Foreman, or his designee, shall have the right to inspect all equipment and height of cut immediately after mowing for compliance.

Trimming will be done along with the mowing and will be accomplished with suitable mechanical equipment, at the same cutting height as the rest of the area and before that specific site is to be considered complete. This work is incidental to and included with the weekly mowing. It shall be the responsibility of the contractor to restore any mulch rings that are disturbed during mowing and/or trimming. Mowing and trimming shall be done to spread clippings over the entire area. All grass must be neatly mowed and trimmed around and along with all concrete, screenings paths and asphalt paths, playground surfaces, building structures, signs, shrub beds, tree rings, fence lines, and backstops. Trees, shrubs, and other plants must not be "debarked" by running into them with mowing or trimming equipment. All grass clippings from mowing and/or trimming that fall anywhere but on the grass (curb, gutter, parking lot, sidewalk, etc.) shall be swept up and removed. If the grass clippings fall into clumps or piles onto the mowed lawn, the piles shall be raked up and removed.

The Contractor shall take the necessary measures to adequately cover and protect all public and private property, in and around the area of the work to be done.

All debris resulting from lawn maintenance activities and other similarly related operations shall be cleaned up at the end of each shift or assignment each evening before the crew leaves the Village.

No vehicles of any kind shall be placed, parked or operated upon or over any unpaved area or private property at any time except as authorized by the Public Works Foreman.

The Contractor shall complete the following items:

ITEM 1 & 2 : MOWING AND TRIMMING OF PARKS and RIGHTS OF WAY, MEDIANs,
AND VILLAGE FACILITIES

Parks

Grass should be mowed as provided in these specifications with the additional specification for game fields at Borse Memorial Community Park (defined as the softball fields and soccer field with an approximate area of 6.18 acres). Those game fields should be cut to a height of 2" when fields are in use (April through October) but taken care of during times of extreme heat and/or lack of rain. It should be noted that this entire area is equipped with an underground sprinkler system and that care must be used to prevent damage to that system. Estimated acreage areas included for mowing and trimming are as follows:

<u>PARKS</u>	<u>ACRES</u>
Borse Memorial Community Park	8.8
Midway Park	2.1
Creekside Park	5.1
Lake Hinsdale Park	1.0
Ridgemoor Park	5.4
Waterford Park	4.3
Farmingdale Terrace Park	3.0
Willow Pond	3.0
Prairie Trail Park	5.0
Roger's Glen Park *	<u>1.5</u>

(* includes both parkways on Rogers Farm Rd.)

Total: 39.2 acres

Roadside Rights of Way, Medians, and Specified Facilities

A. To be mowed and trimmed at least 26 times throughout the year::

1. DuPage County right-of-ways (Grand Total: 23.6 acres):

63rd Street (Total: 4.42 acres):

North Side: From Western to Madison	2.23 ac.
South Side: From Western to Madison	1.99
ac.	
Median: From IL Route 83 to 550 feet E. of IL Route 83:	.20 ac.

75th Street (Total: 8.51 acres):

North Side: From W. of Sheridan Drive to IL Route 83:	2.61 ac.
South Side: From W. of Sheridan Drive to IL Route 83:	3.50
ac.	
Median: From W. of Sheridan Drive to IL Route 83:	2.40
ac.	

Madison Street (Total: 7.44 acres):

West Side: From 63 rd Street to Joliet Road:	3.61
ac.	
East Side: From 63rd Street to Joliet Road:	3.83
ac.	

Plainfield Road (Total: 3.23 acres):

South Side: From IL Route 83 to Garfield Avenue:	1.59
ac.	
North Side: From IL Route 83 to Garfield Avenue:	1.64
ac.	

2. State of Illinois right-of-ways (Grand Total: 24.6 acres)

Illinois Route 83 (Kingery Hwy.):

Median areas and roadside right-of-way from approximately the 5900 block of Route 83 to Route 83 south 79th St., including the bermed area at Midway Drive, (south of Midway Drive: 24.67 acres

3. Specified Facilities (Grand Total: 3.87 acres)

Public Works site:
700/710 Willowbrook Cntr. Pkwy. Approx. 3.37 acres

Village Municipal Complex:
Village Hall, 835 Midway Drive
Police Station, 7760 Quincy Street
Community Resource Center, 825 Midway Drive
Approx. 0.5 acres

B. To be mowed and trimmed at least 26 times throughout the year:

- **73rd Court & Quincy Street** in a southerly direction for approximately 500 feet on the east side of Quincy, and from 73rd Court and Quincy in an easterly direction on the north and south right of way for 600 feet a total of .50 acres.
- **72nd Street** east of Route 83 within the northern right of way for 612 feet. The mowing width will incorporate from the curb and gutter to three feet north of the sidewalk.
- **79th Street** – the southern right of way from Eleanor to Route 83; northern right of way from Sawmill Creek west 1,000 feet; southern right of way from Sawmill Creek west 400 feet (adjacent to guardrail)
- **75th Street & Clarendon Hills Road** – the eastern right of way of Clarendon Hills Rd. south of 75th Street (area is 150' x 25'); western right of way Clarendon Hills Rd. south of 75th St (area is 150' x 25')
- **61st Street & Bentley Ave.** – 650 feet east from Bentley Ave. on 61st St.; northern right of way and 150 feet north from 61st eastern right of way.
- **59th Street & Clarendon Hills Road** – 75 feet north from 59th St on Clarendon Hills Rd. western right of way; 75 feet west from Clarendon Hills Rd northern right of way 59th St; 75 feet south from Clarendon Hills Rd. western right of way of Clarendon Hill Rd; 75 feet west from Clarendon Hills Rd. on 59th St. southern right of way of 59th St.
- **59th Street & Western Ave.** - 100 feet east from Western Ave on 59th St. southern right of way; 75 feet south from 59th St. on Western Ave. in the eastern right of way of Western Ave.; 75 feet south from 59th St on the western right of way of Western Ave.

- **Executive Drive & Quincy** – 500 feet north from Executive Drive on the eastern right of way of Quincy; 205 feet east from Quincy on Frontage Rd on the northern right of way of Frontage Rd.
- **Quincy & Frontage (Joliet Road)** 150 feet north of Joliet Road on the eastern right of way of Quincy; 205 feet east from Quincy on Frontage Rd. on the northern right of way of Frontage Rd.
- **Garfield Road** –West Right-of Way from Plainfield Rd to Rodgers Farm Rd. = 1,770 x 10'
- **79th Street** – North Right-of Way -- addresses 228 and 234 = 400' x 20'
- **73rd Court** - North Right-of Way of 73rd Ct. -- 920' x 15'. South Right-of-Way of 73rd Court – 600' x 15'
- **65th Street** - North Right-of Way of 65th St -- addresses 364-368-372 = 320' x 15'
- **Adams Street** – Right-of Way at 7052 Adams St and 7263 Adams St. = 700' x 15'

General Trimming

Median & Right-of-Way Trimming at Concrete Area and Curbs

Grasses and weeds at concrete median areas and in front of curbs (i.e., the flag of the curb – between the curb and pavement) and at joints shall be removed in their entirety. This can be accomplished by manual weeding or by trimming with suitable mechanical equipment. This work is incidental to and included with the weekly mowing

2. ITEM 3 & 4: PLANTING BED MAINTENANCE OF VILLAGE PARKS and RIGHTS OF WAY, MEDIANs, AND VILLAGE FACILITIES

- A. Paper, plastic, and small debris will be removed from landscaped areas weekly and hauled away.
- B. As part of this work tilled dirt and grass must be removed and properly disposed of and not incorporated in plant beds. Spring clean up includes removing debris and cutting back dead shrub plant materials in beds, perennial beds, tilling, cultivating and additional mulch shall be completed by May 15. ***Planting beds must remain weed-free at all times throughout the contract season.***
- C. Perennials, grasses, and roses will be maintained under this agreement to include the spring cleanup of beds; removal of garden debris; and deadheading of perennials;.

D. Flowering plants shall not be pruned until after their flowering season. In general, the natural form of the plant will be encouraged, and pruning will be performed as intended by the landscape architect or as determined by the on-site supervisor. Pruning requirements vary based on species and as a result, certain species may not be pruned to the extent and/or as frequently as others.

E. An Integrated Pest Management Program shall be utilized by the Contractor to assure stable yet economic protection for landscape investment while minimizing risk to humans, animals, plants, and the environment. The general concept is that problematic weed, insect or disease areas in the landscape are treated only once the existing or potential cause of the problem has been identified. All lawns, trees, shrubs, groundcovers, and ornamental evergreens will be monitored to detect present or potential insect or disease problem areas. Recommendations for treatments will be recommended by the contractor, estimated separately, and performed at the sole discretion of the Village.

F. The Contractor shall periodically inspect plant material in the planting beds for insect and disease damage. Recommendations should be brought to the attention of the Public Works Foreman. Treatments will be made at an hourly rate as specified on the bid proposal form. The product must be pre-approved by the Public Works Foreman. Mulch/Compost shall be added or removed at the Village's request. Labor shall be provided at the contractor's expense and there will be no additional charges to the Village for adding and tilling mulch. Mulch and/or compost will be provided by the Village and delivered on-site. Mulch in plant beds shall be a minimum of 3" to 4" in depth and turned at a minimum of three times in May, July, and September. All mulch beds shall be tilled and mulch added, if needed, no later than May 30 of each year of the contract.

<u>1. PARKS</u>	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
<u>Yards</u>		
Community Park	2	130
Midway Park	1	10
Creekside Park	1	10
Lake Hinsdale Park	3	44
Ridemoor Park	2	36
Waterford Park	2	33
Farmingdale Terrace Park	5	100
Willow Pond	2	40
Prairie Trail Park (south entrance bed only)	1	8
Roger's Glen Park	1	6
Total	20	417

2. ROADSIDE RIGHTS OF WAY, MEDIANs, AND SPECIFIED FACILITIES

	<u>Number of Planting Beds</u>	<u>Est. Total Square Yards</u>
Village Hall	7	414
Village entrance signs on Rte 83	2	52
Total	9	466

SECTION 14. CONTRACT REQUIREMENTS:

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO CERTIFY THE FOLLOWING:

1. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
2. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.
3. Contractor agrees that it has, will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
4. During the performance of this Agreement, the Contractor agrees as follows:
 - A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
 - B. That, if he or she hires additional employees in order to perform this Agreement or any portion of this Agreement, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Agreement.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for

compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

H. If applicable, Contractor shall strictly abide by the provisions of the Illinois Prevailing Wage Act.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

5. During the performance of its Agreement with the Village of Willowbrook, Contractor:

A. Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

6. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims,

suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

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

1. INSURANCE REQUIREMENTS:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage plus \$1,000,000 excess liability in the annual aggregate injury/property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois.
- (4) Employers' Liability insurance of \$1,000,000 per accident.

D. The policies are to contain, or be endorsed to contain the following provisions:

- (1) Commercial General Liability and Automobile Liability Coverages:
 - (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.

- (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

2. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Agreement including but not limited to all laws and ordinances related to the proper disposal of all brush picked-up.

ADDITIONAL CERTIFICATIONS:

1. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of

this project to which this Agreement pertains, shall have personal interest, direct or indirect, in the Agreement.

2. The Contractor further certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Title 1, Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

3. Contractor further certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

4. Contractor shall maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* Contractor shall produce within three (3) days, without cost to the public body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have

not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2022

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Tracy Cavallo	
	PHONE (A/C, No, Ext): 630-861-7959	FAX (A/C, No): 844-361-2986
INSURED	E-MAIL ADDRESS: certificates@jjdoorhy.com	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Selective Insurance Company of South Carolina		NAIC # 19259
INSURER B: HARTFORD FIRE IN CO		19682
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1801739160

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/SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	S2495484	10/16/2021	10/16/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	S2495484	10/16/2021	10/16/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$:		S2495484	10/16/2021	10/16/2022	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A 83WECAN3D2F	10/16/2021	10/16/2022	<input checked="" type="checkbox"/> PER STATUTE <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
A	Leased/Rented Equipment		S2495484	10/16/2021	10/16/2022	\$100,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured: The Village of Willowbrook, its officials and employees

CERTIFICATE HOLDER

CANCELLATION

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

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO D&J LANDSCAPE, INC. FOR THE VILLAGE OF WILLOWBROOK 2022 RIDGEMOOR PARK REDEVELOPMENT PROJECT

AGENDA NO. 8.**AGENDA DATE: 3/28/2022****STAFF REVIEW:** Carrie Navins, Recreational Services Coordinator

Sean Halloran, Assistant Village Administrator

SIGNATURE: 
**LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

In the fiscal year 2021-2022, the Village Board approved a budget that outlined playground improvements for Ridgemoor Park. Since May 2021, staff has worked with Tod Stanton, the Village's Parks and Recreation consultant from Design Perspectives to design, provide feedback and bid out the project. In the summer of 2021, staff invited neighbors from the Ridgemoor Park neighborhood to provide feedback regarding this project. The feedback received from the residents near Ridgemoor Park was incredibly beneficial. Based on the community meeting, staff made minor modifications to the project, including a slight relocation of the playground equipment to accommodate existing uses for pick-up baseball.

After the design was finalized, the Village released a Request for Bid (RFB) in January 2022. On Tuesday, February 8, 2022, Village staff received five (5) bids for the 2022 Ridgemoor Park project.

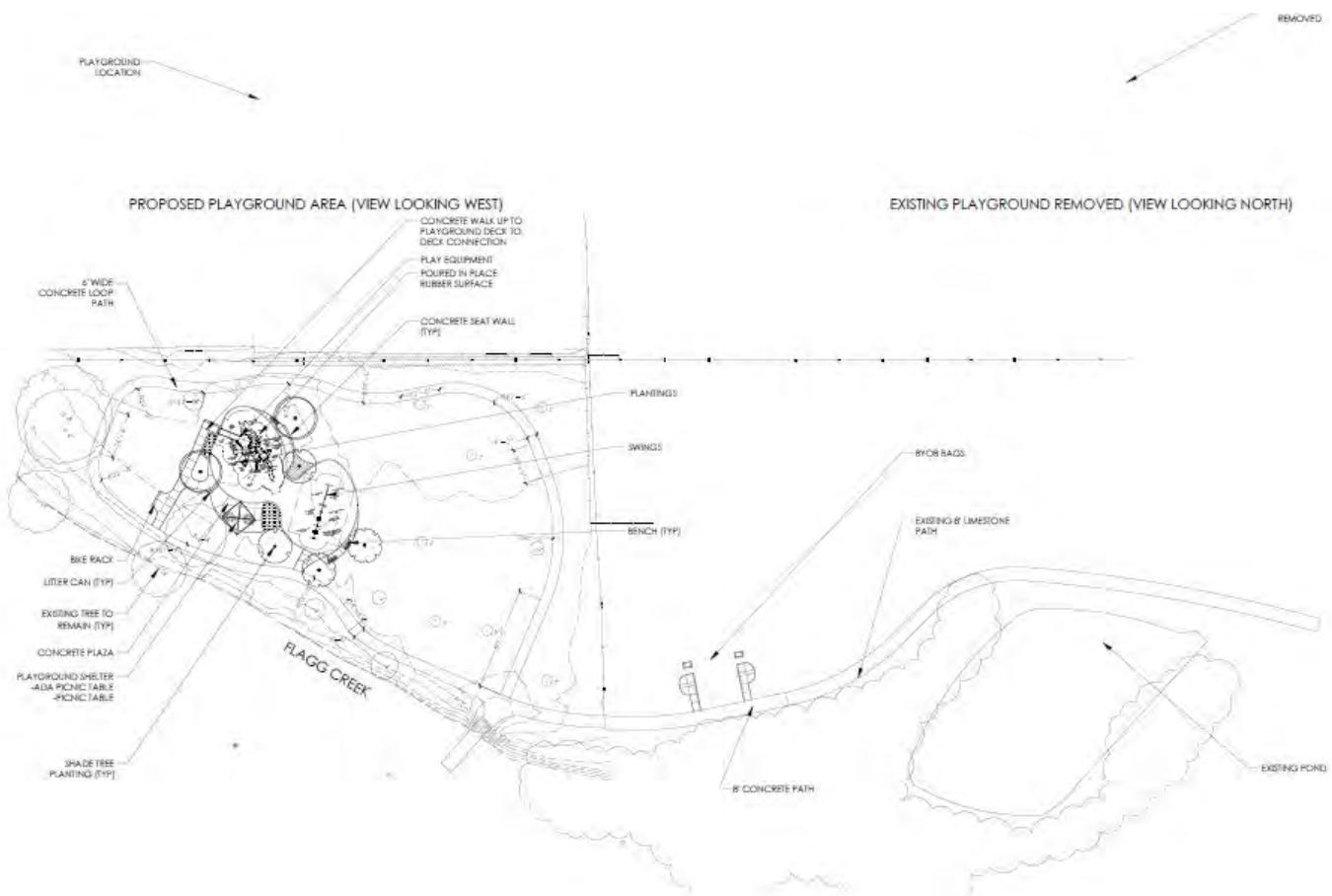
Company	Base Bid	Alternative B	Alternative D	Alternative E	TOTAL
Clauss Brothers	\$285,891	\$19,320	\$49,200	\$38,982	\$393,393
D&J Landscape	\$231,481	\$13,800	\$48,825	\$42,671	\$336,777
E. Hoffman	\$212,400	\$29,900	\$53,090	\$45,019	\$340,409
Hacienda Landscape	\$251,352	\$23,000	\$50,600	\$50,781	\$375,733
Innovate Landscape	\$243,301	\$23,460	\$44,250	\$39,920	\$350,931

Alternative B – New Pathway Concrete Paving

Alternative D – Existing Pathway Concrete Paving

Alternative E – Poured in Place Safety Surface

If approved by the Board, below is the planned project that is scheduled to be completed in the summer of 2022:



STAFF RECOMMENDATION: Staff recommends a contract with D&J Landscape for the Ridgemoor Park Project.

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 22-0-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING THE
LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO
D&J LANDSCAPE, INC. FOR THE VILLAGE OF WILLOWBROOK 2022
RIDGEMOOR PARK REDEVELOPMENT PROJECT**

WHEREAS, the Village of Willowbrook publicly advertised, in the manner prescribed by law, for sealed bids for the 2022 Ridgemoor Park Redevelopment Project (the “Project”); and

WHEREAS, the bids received were publicly opened, examined and declared by officials of the Village of Willowbrook on February 8, 2022; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder to submit a bid for the Project is D&J Landscape, Inc.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village of Willowbrook do hereby find D&J Landscape, Inc. to be the lowest responsible bidder for the Project.

SECTION 3: Conditional Award of Contract.

D&J Landscape, Inc. is hereby awarded the Contract for the Project at a total price not to exceed Three Hundred Thirty-Six Thousand Seven Hundred Seventy-Seven and 00/100ths Dollars (\$336,777.00), inclusive of all materials, labor, construction, and related costs, subject to: the furnishing of the proper bonds and execution of all Contract documents.

SECTION 4: Notice of Award.

The Village Clerk of the Village of Willowbrook is hereby authorized and directed to execute and issue to D&J Landscape, Inc., the lowest responsible bidder, a Notice of Award substantially in the form attached hereto as an exhibit, and made a part hereof, for the Project. That the Notice of Award shall be accompanied with a sufficient number of contracts, attached hereto as Exhibit "A", with all other written Contract documents attached for execution by D&J Landscape, Inc.

SECTION 5: Execution of Contract.

Provided further that D&J Landscape, Inc. returns to the Willowbrook Village Administrator, within fifteen (15) days of the receipt of the Notice of Award, the Contract with all other written Contract documents attached, properly executed by it, along with the proper Contract and Performance Bonds, at which time the Mayor of the Village of Willowbrook is hereby authorized to execute, and the Village Clerk is directed to attest, to the Contract documents for the Project, all on behalf of the Village of Willowbrook.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 6: Effective Date.

This Ordinance shall take effect upon its passage and approval in the manner provided by

law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 28th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

NOTICE OF AWARD

TO: Mr. Daniel Davalos
D&J Landscape, Inc.
22803 W. Renwick Road
Plainfield, IL 60544

PROJECT DESCRIPTION: Village of Willowbrook 2022 Ridgemoor Park Redevelopment Project.

THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK has considered the bid submitted by you for the above-described work in response to its published Bid Notice to Contractors.

YOU ARE HEREBY NOTIFIED that your amended bid has been accepted for the price set forth in your amended bid for improvement services for the Project which totaled the amount of Three Hundred Thirty-Six Thousand Seven Hundred Seventy-Seven and 00/100ths Dollars (\$336,777.00), subject to: the furnishing of the proper bonds and execution of all Contract documents.

You are required to execute the Contract and furnish the required Contract bonds within fifteen (15) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract, and to furnish said bonds and insurance within fifteen (15) days from the date of this Notice, the Village of Willowbrook shall be entitled to consider all your rights arising out of the Village of Willowbrook's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village of Willowbrook shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Mr. Brian Pabst, Village Administrator, Village of Willowbrook; 835 Midway Drive, Willowbrook, Illinois 60527.

Dated this _____ day of March, 2022.

VILLAGE OF WILLOWBROOK

By: _____
Deborah A. Hahn, Village Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award for the Village of Willowbrook 2022 Ridgemoor Park
Redevelopment Project is hereby acknowledged by D&J Landscape, Inc., this _____ day of
_____, 2022.

D&J LANDSCAPE, INC.

By: _____
Daniel Davalos
Its: President and duly authorized agent

ATTEST:

EXHIBIT “A”

CONTRACT

2022 RIDGEMOOR PARK REDEVELOPMENT PROJECT

CONTRACT
2022 RIDGEMOOR PARK REDEVELOPMENT PROJECT

THIS CONTRACT ENTERED INTO THIS _____ day of _____, 2022 between D&J Landscape, Inc. (the "Contractor") and the Village of Willowbrook, a municipal corporation of the State of Illinois (the "Village"), in consideration of the following and other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and the Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to proceed with the 2022 Ridgemoor Park Redevelopment Project (the "Project").

2. The Contractor has submitted a bid to the Village. Such bid dated February 8, 2022, including all terms, conditions, and requirements contained therein and project specifications which are all incorporated herein as "Exhibit A", and expressly made a part of this Contract, as if each term, condition, specification and requirement was repeated herein, verbatim. In the event any inconsistent terms are contained in this Contract and in "Exhibit A," the terms of this Contract shall control.

3. The Contractor agrees to complete such work in a good and workmanlike manner, in accordance with the plans and specifications attached hereto and expressly incorporated herein and made a part of this Contract, as if fully recited herein.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. The Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid

totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay the Contractor for the performance of the work, completed in a good and workmanlike manner, in an amount not to exceed Three Hundred Thirty-Six Thousand Seven Hundred Seventy-Seven and 00/100ths Dollars (\$336,777.00), for the total quantities of work performed at the unit prices stipulated in the Contractor's proposal. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

7. At the time of execution of the Contract, the Contractor shall furnish, at the Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. The Contractor agrees that not less than the prevailing wage, as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and

mechanics performing work under this Contract, in accordance with the Illinois Prevailing Wage Act, and the Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*), as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Contract and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village of Willowbrook. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the Contractor that:

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. the Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon seven (7) business days' notice, the Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the

Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor. (See Attached for Certified Payroll Form.)

9. The Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. The Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. The Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - (a) Abide by the terms of the statement; and

(b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook, within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee, or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, the Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if the Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

13. The Contractor agrees that it has, will have in place, and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this Contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this Contract or any portion of this Contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit, and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim, or by reference, the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the 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 subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Contract with the Village of Willowbrook, the Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or

entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Contractor (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that the Contractor will retain such certifications in its files.

16. The Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by the Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of the Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its

principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

- C. The Contractor shall maintain limits no less than:
 - (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.
- D. The policies are to contain, or be endorsed to contain the following provisions:
 - (1) Commercial General Liability and Automobile Liability Coverages:
 - (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
 - (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of the Contractor's insurance and shall not contribute with it.

- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

19. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook, or other unit of government, and no other officer, employee, or agent of the Village of Willowbrook, or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that the Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to the Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the Contract by Five Thousand and 00/100ths Dollars (\$5,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Five Thousand

and 00/100ths Dollars (\$5,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the Contract price that is fifty percent (50%) or more of the original Contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the Contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village: Village of Willowbrook, Attn: Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: D&J Landscape, Inc., Attn: Daniel Davalos, 22803 W. Renwick Road, Plainfield, Illinois 60544; as may be applicable by first class prepaid mail. Any notice to the Contractor shall be deemed received when mailed.

24. The Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, the Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional

time is necessary to compile records in response to a request, then the Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon the Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then the Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

CONTRACTOR:

D&J LANDSCAPE, INC.

By: _____
Daniel Davalos, its President
and duly authorized agent

ATTEST:

Title:

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, its Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Willowbrook on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Willowbrook on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Willowbrook, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "**F**" behind the rate; if the benefit is included on the employee's payroll check, place the letter "**E**" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor's web site at www.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

AFFIDAVIT**SUBCONTRACTORS****Monthly Statement of Compliance**

Date: _____

I, _____ (name
signatory party), _____ (title),
do hereby state: that I pay or supervise the payment
of the persons employed on the public works project
_____ (name
of project); that during the payroll period commencing
on the _____ day of _____, _____ (year), and
ending on the _____ day of _____, _____ (year),
all persons employed on said project have been
paid the full wages earned, that no rebates
have been or will be made either directly or indirectly
to or on behalf of said _____
(name of contractor or subcontractor) from the full
wages earned by any person, and that no
deductions have been made either directly or
indirectly from the full wages earned by any
persons, other than permissible deductions as
defined by Federal and/or State law. I further certify
that this payroll is correct and complete; that the wage
rates contained therein are not less than the actual
rates herein stated and that the classification set forth
for each laborers or mechanic conform to the work
he/she performed.

Signature: _____

**Attach explanation of monies paid, copy of contract
or billing, or other pertinent information.**

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Certified Transcript of Payroll

***** Please Note: The submission of falsified payroll records is a criminal offense. *****

Contractor and/or Subcontractor	Contract Information	
Contact Person: _____	Contract Number: _____	Pay Period Starting Date: _____
Company Name: _____	Project Number: _____	Pay Period Ending Date: _____
Address: _____	Project: _____	Date Submitted to City: _____
City, State, Zip: _____	Project Location: _____	
Telephone: _____		

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Employee Name, Address, SSN & Telephone Number	Classification	PW Hours Worked Each Day during Pay Period																	Total Hrs	Total OT Hrs	Hrly Rate	OT Rate	Total Wages Paid	Hourly Fringe Benefit			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17						Pens	Hea & Welf	Vac	Train

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

, as part of its bid on a
(Name of Contractor)

contract for to The Village of Willowbrook, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

By: 
Authorized Agent of Contractor

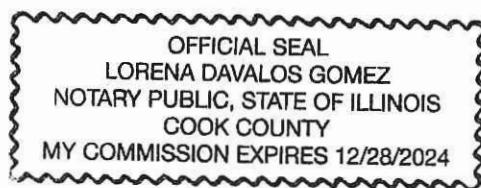
SUBSCRIBED AND SWORN BEFORE ME

This day of February
, 20 22.

MY COMMISSION EXPIRES:

December 28, 2024


NOTARY PUBLIC



PROPOSAL FORM
2022 RIDGEMOOR PARK RE-DEVELOPMENT

Sealed Bids shall be received on or before **2:00 PM CST February 8, 2022** at **WILLOWBROOK VILLAGE HALL, 835 Midway Drive, Willowbrook, Illinois 60527** at which time they will be publicly opened and read.

The total quantities on the bid form are approximate only. Payment shall be made on the following lump sums and/or the actual quantities of work performed at the contract prices specified on this form. Bidders must quote on all items within the proposal form. The Owner reserves the right to add or deduct from the item quantities or delete total items as the Owner's interest may be best served.

For the performance of all items of work, furnishing all materials, equipment, labor, staking and layout, etc. necessary to complete the project as shown on the plans and indicated in the specifications, we submit the following lump sum and unit prices:

<u>Item</u>	<u>Description</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal</u>
A. MOBILIZATION & PROJECT START UP					
1.	Project & site mobilization including construction staking and bond costs.				
For Completing Mobilization & Project Start Up				Lump Sum	<u>7,800.00</u>
B. DEMOLITION					
1.	Demolish existing playground area and all associated materials and haul off site.				
For Completing Demolition Item 1				Lump Sum	<u>4,875.00</u>
C. GRADING					
1.	Strip and stockpile all topsoil encountered during grading operations. Topsoil will be used to fulfill the requirements of this project.				
2.	Perform all grading and excavation to obtain subgrade for pavements, play areas, footings and other grading requirements as shown or noted on Plan and in accordance with the specifications.				
3.	Perform footing excavation for shelter.				
4.	Re-spread clean stockpiled topsoil 4" thick minimum over all prepared subgrades and disturbed areas. Re-spread topsoil shall be fine graded and considered landscape ready.				
For Completing Grading & Drainage Items 1- 4				Lump Sum	<u>8,765.00</u>

Item	Description	Approx. Quantity	Unit	Unit Price	Subtotal
D. DRAINAGE					
1.	6" Perf. PVC Drain Pipe With Cleanouts, Tees, Etc.	136	LF	<u>26.00</u>	<u>3,536.00</u>
2.	Flared End Section	1	EA	<u>1,200.00</u>	<u>1,200.00</u>
E. PAVING					
1.	Type 201 5" Concrete (Includes Thickened Edge)	1,450	SF	<u>8.00</u>	<u>11,600.00</u>
2.	Concrete Playground Curb	145	LF	<u>26.00</u>	<u>3,770.00</u>
3.	Type 203 Crushed Limestone Path Paving	4,600	SF	<u>5.00</u>	<u>23,000.00</u>
4.	Concrete Shelter Footing	1	EA	<u>1,645.00</u>	<u>1,645.00</u>
5.	Concrete Playground Wall with Footing/Reinforcement	40	LF	<u>145.00</u>	<u>5,800.00</u>
6.	Concrete Seat Wall with Footing/Reinforcement	18	LF	<u>135.00</u>	<u>2,430.00</u>
F. PLAYGROUND					
1.	<u>Install Only</u> Play Equipment by GameTime (Purchased by Owner)	1	LS	<u>17,850.00</u>	<u>17,850.00</u>
	a. Main Play Piece				
	b. Swings				
2.	Furnish & Install Filter Fabric For Entire Playground Area	1	LS	<u>895.00</u>	<u>895.00</u>
3.	Furnish & Install Type 204 Engineered Wood Fiber Safety Surface	82	CY	<u>32.00</u>	<u>2,624.00</u>
4.	Furnish & Install Type 205 4" Poured- In-Place Rubber Safety Surface, with 4" Stone Base <u>(Include Cost for PIP Transition)</u>	2,100	SF	<u>28.00</u>	<u>58,800.00</u>

Item	Description	Approx. Quantity	Unit	Unit Price	Subtotal
G. SITE FURNISHINGS					
1.	Furnish & Install 14' Square Park Shelter Model No: SQ14M-P6 With Tongue & Groove Ceiling Frame Color: Chocolate Brown Roof Color: Evergreen By ICON Shelters or Equal (Parkreation)	1	EA	<u>32,360.00</u>	<u>32,360.00</u>
2.	Furnish & Install 6' Bench Model No.: CO1119C Surface Mount Leg color: Black, Bench color: Hazelnut By Wabash Valley	3	EA	<u>1,910.00</u>	<u>5,730.00</u>
3.	Furnish & Install Litter Can Model No.: TG3D331 Dome lid with slats with liner, In-ground mount Can slat color: Texture Black, Lid color: Hazelnut By Wabash Valley	1	EA	<u>1,601.00</u>	<u>1,601.00</u>
4.	Furnish & Install ADA Picnic Table (3 Seats) Model No.: #SG250P In-ground mount Frame color: Black, Plastisol color: Brown By Wabash Valley	1	EA	<u>1,816.00</u>	<u>1,816.00</u>
5.	Furnish & Install Picnic Table (4 Seats) Model No.: #SG245P In-ground mount Frame color: Black, Plastisol color: Brown By Wabash Valley	1	EA	<u>1,988.00</u>	<u>1,988.00</u>
6.	Furnish & Install Rack Model No.: #BRK5381 In-ground mount Color: Black By Wabash Valley	1	EA	<u>600.00</u>	<u>600.00</u>

Item	Description	Approx. Quantity	Unit	Unit Price	Subtotal
H. LANDSCAPE					
1.	Furnish & Install State Street Maple	2	EA	<u>630.00</u>	<u>1,260.00</u>
2.	Furnish & Install Skyline Honey Locust	2	EA	<u>630.00</u>	<u>1,260.00</u>
3.	Furnish & Install Kentucky Coffee Tree	2	EA	<u>650.00</u>	<u>1,300.00</u>
4.	Furnish & Install Big Blue Lilturf	107	EA	<u>32.00</u>	<u>3,424.00</u>
5.	Furnish & Install Autumn Moor Grass	87	EA	<u>25.00</u>	<u>2,175.00</u>
6.	Furnish & Install Bluegrass, Fescue and Rye Grass Blend with Blanket	16,500	EA	<u>.65</u>	<u>10,725.00</u>

I. GENERAL CONSTRUCTION

1.	Unsuitable Soil Conditions Removal & Install 3" Rock	25	CY	<u>68.00</u>	<u>1,700.00</u>
2.	Furnish & Install Tree Protection Fencing	1	LS	<u>958.00</u>	<u>958.00</u>
3.	Owner Project Allowance Protection Fencing	1	LS	\$10,000	\$10,000

RIDGEMOOOR PARK – BASE BID \$ 231,487.00

J. ADD ALTERNATE A – PLAYGROUND TURF SAFETY SURFACE

1.	Furnish & Install Type 207 Playground Turf 55 With ProPlay Foam & 4" Stone Aggregate or Equal (Min. 8' Critical Fall Height) (Perfect Turf)	2,100	SF	<u>21.50</u>	<u>45,150.00</u>
2.	DEDUCT Type 205 4" Poured-In-Place Rubber Safety Surface with 4" Stone Base	2,100	SF	<u>(24.00)</u>	<u>50,400.00</u>

RIDGEMOOOR PARK – ADD ALTERNATE A PLAYGROUND TURF SAFETY SURFACE \$ 5,250.00

Item	Description	Approx. Quantity	Unit	Unit Price	Subtotal
K. ADD ALTERNATE B – NEW PATHWAY CONCRETE PAVING					
1.	Type 202 Concrete	4,600	SF	<u>8.00</u>	<u>36,800.00</u>
2.	DEDUCT Type 203 Crushed Limestone Path Paving	4,600	SF	<u>5.00</u>	<u>23,000.00</u>
RIDGEMOOOR PARK – ADD ALTERNATE B NEW PATHWAY CONCRETE PAVING					<u>\$ 13,800.00</u>

L. ADD ALTERNATE C – HALF COURT BASKETBALL COURT

Furnish & install complete half-court basketball court construction as shown on plans to fulfill the intent of the plans, specifications and details. The work is to include the following:

1.	Asphalt Pavement	200	SY	<u>80.00</u>	<u>16,000.00</u>
2.	Furnish & Install Color Coating	200	SY	<u>21.00</u>	<u>4,200.00</u>
3.	Furnish & Install Court Striping	1	LS	<u>1,120.00</u>	<u>1,120.00</u>
4.	Furnish & Install Basketball Equipment By PW Athletic Or Equal (NuToys)	1	EA	<u>5,522.40</u>	<u>5,522.40</u>

Basketball Equipment includes:

Model # 1516P-13-28-44-33

- a. Steel Backboard - #13, Orange Target - #28
- b. Rim - #44
- c. Nets - #33
- d. Gooseneck Single Post - #1516P – Gloss Black

RIDGEMOOOR PARK – ADD ALTERNATE C HALF COURT BASKETBALL COURT	<u>\$ 26,842.40</u>
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M. ADD ALTERNATE D – EXISTING PATHWAY CONCRETE PAVING

1.	Top dress Existing Path with CA6 Stone	1	LS	<u>3,225.00</u>	<u>3,225.00</u>
2.	Type 202 Concrete	5,700	SF	<u>8.00</u>	<u>45,600.00</u>

RIDGEMOOOR PARK – ADD ALTERNATE D EXISTING PATHWAY CONCRETE PAVING	<u>\$ 48,825.00</u>
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Item	Description	Approx. Quantity	Unit	Unit Price	Subtotal
N. ADD ALTERNATE E – EWF to POURED IN PLACE SAFETY SURFACE					
1.	Furnish & Install Type 206 4" Poured- In-Place Rubber Safety Surface with 4" Stone Base	1,850	SF	<u>24.00</u>	<u>44,400.00</u>
2.	DEDUCT Filter Fabric For Entire Playground Area	1	LS	<u>895.00</u>	<u>895.00</u>
3.	DEDUCT Type 204 Engineered Wood Fiber Safety Surface	82	CY	<u>32.00</u>	<u>2,624.00</u>
RIDGE MOOR PARK – ADD ALTERNATE E EWF to POURED IN PLACE SAFETY SURFACE					
<u>\$ 42,671.00</u>					
O. ADD ALTERNATE F – EWF to PLAYGROUND TURF SAFETY SURFACE					
1.	Furnish & Install Type 207 Playground Turf 55 With ProPlay Foam & 4" Stone Aggregate or Equal (Min. 8' Critical Fall Height) (Perfect Turf)	1,850	SF	<u>21.00</u>	<u>38,850.00</u>
2.	DEDUCT Filter Fabric For Entire Playground Area	1	LS	<u>895.00</u>	<u>895.00</u>
3.	DEDUCT Type 204 Engineered Wood Fiber Safety Surface	82	CY	<u>32.00</u>	<u>2,624.00</u>
RIDGE MOOR PARK – ADD ALTERNATE F EWF to PLAYGROUND TURF SAFETY SURFACE					
<u>\$ 37,121.00</u>					

BID RECAPITULATION RIDGEMOOR PARK:

RIDGEMOOR PARK – BASE BID	<u>\$ 231,487.00</u>
RIDGEMOOOR PARK – ADD ALTERNATE A PLAYGROUND TURF SAFETY SURFACE	<u>\$ 5,250.00</u>
RIDGEMOOOR PARK – ADD ALTERNATE B ✓ NEW PATHWAY CONCRETE PAVING	<u>\$ 13,800.00</u>
RIDGEMOOOR PARK – ADD ALTERNATE C HALF COURT BASKETBALL COURT	<u>\$ 26,842.40</u>
RIDGEMOOOR PARK – ADD ALTERNATE D ✓ EXISTING PATHWAY CONCRETE PAVING	<u>\$ 48,825.00</u>
RIDGEMOOOR PARK – ADD ALTERNATE E ✓ EWF to Poured in Place SAFETY SURFACE	<u>\$ 42,671.00</u>
RIDGEMOOOR PARK – ADD ALTERNATE F EWF to PLAYGROUND TURF SAFETY SURFACE	<u>\$ 37,121.00</u>
RIDGEMOOR PARK – TOTAL BID (BASE BID PLUS ALL ADD ALTERNATES)	<u>\$ 395,496.40</u>

BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.

- The bidder hereby agrees to provide all labor, materials, tools, staking and equipment required to complete project construction in conformance with the terms of the Contract Documents.
- The bidder has included the construction schedule for this project as required by these bid documents.
- The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Village of Willowbrook for not less than five (5%) percent of the total bid amount will be required for each bid.

Form of Bid Security 5%, in the amount of \$ Base Bid is enclosed.

**BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID
AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGE AND/OR
SPECIFIC ITEMS WITHIN THE BID.**

SIGNATURE: Hannah Daugh

TITLE: Corp. Official

1. Firm Name: D&J Landscape, Inc.
2. Address (Street): 22803 W. Renwick Rd.
(City, state, zip): Plainfield, IL 60544
3. Phone: 815-254-3000
4. Date: February 8, 2022

CONTRACT – Page One of Two

1. This agreement, made and entered into this day of Feb 8th, 2022, 2022, between the Village of Willowbrook, acting by and through its Mayor and Board of Trustees and D & J Landscape Inc.
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, agrees with the Village of Willowbrook at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Willowbrook, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF WILLOWBROOK

Attest:

By: _____
Village Clerk

Village Administrator

IF A CORPORATION

(Corporate Seal)

1. CORPORATE NAME D&J Landscape Inc
Donald Davis

Attest:

By: Daniel Davalos
Secretary President

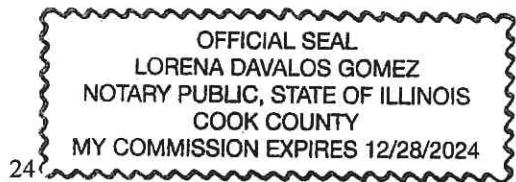
Vice-President

SUBSCRIBED AND SWORN BEFORE ME

This 8th day of February, 2022

MY COMMISSION EXPIRES: December 28, 2024

Lorena Davales Gomez
NOTARY PUBLIC



CONTRACT -*Page Two of Two*

IF A PARTNERSHIP

(Seal)

(Seal)

(Seal)

(Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This day of , 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

=====

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This day of , 20_____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

II. ADDITIONAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

A. INTENT

It is the intent of these specifications and contract that a complete working improvement be constructed. All necessary work and materials shall be included; whether specifically called for or implied.

B. LOCATION OF UTILITIES

The successful Bidder shall contact the Village of Willowbrook Department of Municipal Services at least seventy-two (72) hours before beginning work. Where required, electric, gas, telephone and cable utilities must be located in the field prior to construction. The Bidder is responsible for coordinating with JULIE. All locates must be marked prior to any digging. The Village bears no responsibility for damage done to existing utilities during construction.

C. TRAFFIC CONTROL AND PROTECTION

Traffic control and protection - the successful Bidder's manner of prosecuting the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform with all provisions of the appropriate standards. The Village shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.

D. EXAMINATION OF SITE

The successful Bidder shall carefully examine the site and become familiar with the conditions under which he/she will have to execute the work required under this contract. Failure to do so will in no way relieve the successful Bidder of his/her responsibility under this contract.

E. ADDITIONAL WORK

The Village reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the Village has approved the charges.

F. PREVAILING WAGES

As the work required under the specifications of this contract is covered under the most recent Village Ordinance 16-0-20 Prevailing Wage Act.

G. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the Village and shall be repaired promptly by the successful Bidder when ordered to do so by the Village. All repairs of damage to existing facilities shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

H. BIDDER'S RESPONSIBILITY

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall

furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

I. SITE CONDITION AND CLEAN-UP

The successful Bidder shall store materials and equipment where directed by the Village and shall move same, if and when it becomes necessary at his/her own expense.

The successful Bidder shall have control over his/her employees' parking of automobiles on the site, and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The successful Bidder shall keep the site neat and shall clean up any debris when directed to do so by the Village. Upon completion of the improvement, the site shall be left in a condition acceptable to the Village. Failure to keep the site neat, or clean-up debris when directed to do so shall be just cause for withholding payment due the successful Bidder and final acceptance will not be made until the site is in a condition acceptable to the Village.

J. TRESPASS ON LAND

The successful Bidder shall confine his/her operations and storage of materials and equipment to the job site, public right-of-way or easements. The successful Bidder shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the successful Bidder is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the Village.

K. COPIES OF DRAWINGS AND SPECIFICATIONS

The Village shall furnish to the Bidder, without charge, three (3) sets of plans and specifications for that portion of the work to be performed by the Bidder. If the Bidder desires additional copies of the specifications, they may be secured from the Village at Bidder's expense.

L. PROTECTION OF PUBLIC

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

M. GUARANTEE

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

N. PAYMENT

Final payment will be made when the work is accepted by the Village. The Bidder shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

O. ACCEPTANCE

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

P. INTERPRETATION OF CONTRACT DOCUMENTS

Any Contractor with a question about this Bid may request an interpretation thereof from the Village. If the Village changes the Bid, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will send a copy of the addendum to all prospective Contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the Contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the Bid submission.

Q. WATER

The Contractor will be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and misc. appurtenances necessary for watering landscape, seeded areas and water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc. if available on-site and approved in writing by the Owner and/or local municipality. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any construction activities at no expense to the Owner. **This includes watering the landscape and seeded area until final acceptance.**

R. FINAL CLEANING

Just prior to delivery of the job to the Owner, the Contractor shall perform a final cleaning of the curbs, sidewalks and parking lot and haul away from the job-site all debris created by his work on the building and surrounding area.

PROJECT SCHEDULE

<u>Board Approval:</u>	March 28, 2022
<u>Contract Awarded:</u>	April 11, 2022
<u>Commencement of Work:</u>	May 2, 2022
<u>Completion:</u>	August 26, 2022

PREVAILING WAGES

The general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the Village of Willowbrook or the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of the contract or such work. (See the attached Ordinance).

Requirements to meet current Certified payroll will be required from the successful bidder for all employees performing work at the job site until completion of project.

ADDENDUM

Each Bidder for this project shall be responsible for acknowledging all addenda that he has received during the bidding period. In the appropriate place, please sign for each addendum received.

ADDENDUM NO. 1:  corp. official
Signature Title

ADDENDUM NO. 2: _____

ADDENDUM NO. 3: _____

REFERENCES

The Contractor must list at least four (4) references, including at least one (1) governmental unit, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied landscaping services similar to those provided in these specifications, for a period no less than six (6) months.

Company Name: _____

Address: _____

Phone # / Fax #: _____

Contact Person: _____

Dates of Service (from – to): _____

Company Name: _____

Address: _____

Phone # / Fax #: _____

Contact Person: _____

Dates of Service (from – to): _____

Company Name: _____

Address: _____

Phone # / Fax #: _____

Contact Person: _____

Dates of Service (from – to): _____

Company Name: _____

Address: _____

Phone # / Fax #: _____

Contact Person: _____

Dates of Service (from – to): _____

BID BOND**KNOW ALL MEN BY THESE PRESENTS:**

That we, D & J LANDSCAPE INC. 22803 W RENWICK RD PLAINFIELD, IL 60544-7511 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto VILLAGE OF WILLOWBROOK 835 MIDWAY DR, WILLOWBROOK IL 60527-5549 as Obligee, hereinafter called the Obligee, in the penal sum of Ten percent of bid dollars (10% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for 2022 RIDGEMOOR PARK REDEVELOPMENT

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 7TH day of FEBRUARY, 2022.

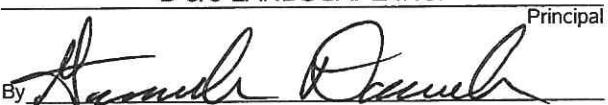


Witness

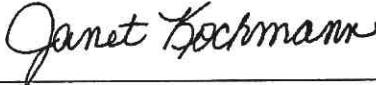
D & J LANDSCAPE INC.

Principal

By

Auto-Owners Insurance Company

Surety


Janet Kochmann

Janet Kochmann

Witness



By


Paul D. Oppenlander
Paul D. Oppenlander

Attorney-in-Fact



Bond Number BD156154

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 7TH day of FEBRUARY, 2022, before me personally appeared Paul D. Oppenlander, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



A handwritten signature of Susan E. Theisen in black ink.

Susan E. Theisen

Notary Public in the State of Michigan
County of Kent

SUSAN E. THEISEN
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires March 10, 2022
Acting in the County of Eaton

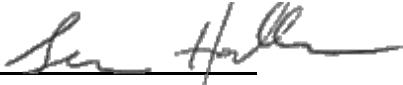
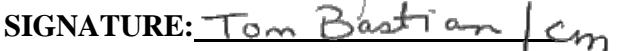
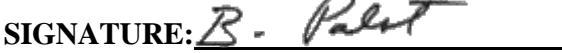
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK
DECLARING THE LOWEST RESPONSIBLE BIDDER AND
AWARDING A CONTRACT TO E.P. DOYLE AND SON, LLC FOR
THE VILLAGE OF WILLOWBROOK COMMUNITY RESOURCES
CENTER INTERIOR BUILD-OUT PROJECT**

AGENDA NO. 9.**AGENDA DATE:** 3/28/2022**STAFF REVIEW:** Sean Halloran, Asst. Village Administrator **SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney **SIGNATURE:** **RECOMMENDED BY:** Brian Pabst, Village Administrator **SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM,
OTHER PERTINENT HISTORY)**

At its regular meeting on August 13, 2018, the Village Board awarded a professional service contract to N. Batistich, Architects, for architectural design and permit services to complete Phase 1 of the Community Resource Center building located at 825 Midway Drive.

Construction work began on October 22, 2018. Since that time, various work has occurred, including the demolition of the prior mansard roof, exterior stone veneer, construction of new building façade including metal panels, the new TPO roof, the top coping, and placement of roof-top HVAC mechanical units. In 2019 and 2020, Village staff worked with N. Batistich Architects for the interior design work, including preliminary and pre-final design work. As of now, the design phase is nearly completed. Since this phase is winding down, staff has entered the subsequent phase of final design review and project management. This process includes the award of an Owner's Representative through a competitive bid process.

Since that time, the Board approved a contract with Engineering Solutions Team for Owner's Representative (OR) in relation to the Community Resource Center project. The proposed project delivery method for the Community Resource Center is an Owner's Representative (OR). The OR is a project delivery method that requires a commitment by the Owner's Representative to manage the general contractor with a Guaranteed Maximum Price (GMP). This is based on construction documents and specifications at the time the GMP is prepared. The OR provides professional services and acts as a consultant to the owner in the design development and construction phases. In addition to acting in the owner's interest, the OR must engage and manage the general contractor. Any costs exceeding the GMP that do not change orders are the financial liability of the selected general contractor.

At the January 24, 2022 meeting, the Board approved a contract amendment with Engineering Solutions for the following services to be included:

- Development of the Village of Willowbrook Project General Conditions Booklet. [similar to that as previously transmitted to you.]

- Development of the Village of Willowbrook Contract Document Booklet, complete with all required Bidding Forms and Instructions and Contractor Certifications. [Similar to that as previously transmitted to you.]
- The Complete Plan will be Organized and put together to include the Batistich Building Plan, the Novotny Site Plan, the Medlin Plan, and the Pentegra Plan.

Since the January 24, 2022 meeting, staff has worked with Engineering Solutions representatives and N. Batistich to develop the final specifications for the Community Resource Center project. The final bid packet was released on February 7, 2022 and opened on March 7, 2022. Below are the bidders and their costs:

After a review of all bids and reference checks, staff is recommending the lowest responsive and responsible bidder, which is E.P. Doyle & Son for \$1,699,957.17.

Vendor	Amount
Troop Construction	\$2,409,641.05
Boller Construction	\$2,363,466.00
Kanda Construction	\$2,354,000.00
Simpson Construction	\$2,188,000.00
Tandem Construction	\$2,180,000.00
Paul Borg Construction	\$2,017,000.00
O'Neill Construction	\$1,919,358.00
Romaas, Inc.	\$1,829,900.00
Integral Construction	\$1,823,200.00
E.P. Doyle & Son	\$1,699,957.17

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 22-0-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING THE
LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO
E.P. DOYLE AND SON, LLC FOR THE VILLAGE OF WILLOWBROOK
COMMUNITY RESOURCES CENTER INTERIOR BUILD-OUT PROJECT**

WHEREAS, the Village of Willowbrook publicly advertised, in the manner prescribed by law, for sealed bids for the Village of Willowbrook Community Resource Center Interior Build-Out Project (the “Project”); and

WHEREAS, the bids received were publicly opened, examined and declared by officials of the Village of Willowbrook on March 8, 2022 at 11:00 a.m.; and

WHEREAS, of the bids received and opened, the apparent lowest responsible bidder to submit a bid for the Project is E.P Doyle and Son, LLC.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village of Willowbrook do hereby find E.P. Doyle and Son, LLC to be the lowest responsible bidder for the Project.

SECTION 3: Conditional Award of Contract.

E.P. Doyle and Son, LLC is hereby awarded the Contract for the Project at a total price not to exceed One Million Six Hundred Ninety-Nine Thousand Nine Hundred Fifty-Seven and 17/100ths Dollars (\$1,699,957.17), inclusive of materials, labor and construction, subject to: the

furnishing of the proper bonds and execution of all Contract documents.

SECTION 4: Notice of Award.

The Village Clerk of the Village of Willowbrook is hereby authorized and directed to execute and issue to E.P. Doyle and Son, LLC, the lowest responsible bidder, a Notice of Award substantially in the form attached hereto as an exhibit and made a part hereof for the Project. That the Notice of Award shall be accompanied with a sufficient number of contracts, attached hereto as Exhibit "A", with all other written Contract documents attached for execution by E.P. Doyle and Son, LLC.

SECTION 5: Execution of Contract.

Provided further that E.P. Doyle and Son, LLC returns to the Willowbrook Village Administrator, within fifteen (15) days of the receipt of the Notice of Award, the Contract with all other written Contract documents attached, properly executed by it, along with the proper Contract and performance bonds, at which time the Mayor of the Village of Willowbrook is hereby authorized to execute, and the Village Clerk is directed to attest, to the Contract documents for the Project, all on behalf of the Village of Willowbrook.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 6: Effective Date.

This Ordinance shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 28th day of March, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

NOTICE OF AWARD

TO: Timothy M. Doyle
E.P. Doyle and Son, LLC
1100 Wheaton Oaks Court
Wheaton, Illinois 60187

PROJECT DESCRIPTION: Village of Willowbrook Community Resource Center Interior Build-Out Project.

THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK has considered the bid submitted by you for the above-described work in response to its published Bid Notice to Contractors.

YOU ARE HEREBY NOTIFIED that your amended bid has been accepted for the price set forth in your amended bid for improvement services for the Project which totaled the amount of One Million Six Hundred Ninety-Nine Thousand Nine Hundred Fifty-Seven and 17/100ths Dollars (\$1,699,957.17), subject to: the furnishing of the proper bonds an execution of all Contract documents.

You are required to execute the Contract and furnish the required Contract bonds within fifteen (15) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract, and to furnish said bonds and insurance within fifteen (15) days from the date of this Notice, the Village of Willowbrook shall be entitled to consider all your rights arising out of the Village of Willowbrook's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village of Willowbrook shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Mr. Brian Pabst, Village Administrator, Village of Willowbrook; 835 Midway Drive, Willowbrook, Illinois 60527.

Dated this _____ day of March, 2022.

VILLAGE OF WILLOWBROOK

By: _____
Deborah A. Hahn, Village Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award for the Village of Willowbrook Community Resource Center Interior Build-Out Project is hereby acknowledged by E.P. Doyle and Sons, LLC, this _____ day of _____, 2022.

E.P. DOYLE AND SON, LLC

By: _____
Timothy M. Doyle
Title: President

ATTEST:

EXHIBIT "A"

CONTRACT

WILLOWBROOK COMMUNITY RESOURCE CENTER
INTERIOR BUILD-OUT PROJECT

**CONTRACT
COMMUNITY RESOURCE CENTER INTERIOR BUILD-OUT**

THIS CONTRACT ENTERED INTO THIS _____ day of

_____, 2022 between E.P. DOYLE AND SON, LLC (the "Contractor") and the Village of Willowbrook, a municipal corporation of the State of Illinois (the "Village"), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to complete the Village of Willowbrook Community Resource Center Interior Build-Out (the "Project").

2. Contractor has submitted a proposal to the Village. Such proposal dated March 10, 2022, including all terms, conditions, requirements contained therein and project specifications are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition, specification and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. The bid specifications are attached hereto and expressly incorporated herein and made a part of this Contract, as if fully recited herein.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto and expressly incorporated herein and made a part of this Contract, as if fully recited herein.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding

on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner (an amount not to exceed One Million Six Hundred Ninety-Nine Thousand Nine Hundred Fifty-Seven and 17/100ths Dollars (\$1,699,957.17) for the total quantities of work performed at the unit prices stipulated in Contractor's proposal. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor

agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village of Willowbrook. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by Contractor that:

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor. (See Attached for Certified Payroll Form)

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 et. seq.).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et. seq.).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1 et. seq. ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

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

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization

or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the 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 subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the

contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed

by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

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

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

- B. Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
 - (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
 - (3) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.
- C. Contractor shall maintain limits no less than:
 - (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits as required by the Labor Code of the State of Illinois and Employers’ Liability limits of \$1,000,000 per accident.
- D. The policies are to contain, or be endorsed to contain the following provisions:
 - (1) Commercial General Liability and Automobile Liability Coverages:
 - (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall

contain no special limits on the scope of the protection afforded to the Village and its officials.

- (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and

workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Five Thousand Dollars (\$5,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village: Village of Willowbrook, Attn: Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: E.P. Doyle & Son, LLC, Attn: Timothy M. Doyle, 1100 Wheaton Oaks Court, Wheaton, Illinois 60187; as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In

addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

CONTRACTOR:
E.P. DOYLE AND SON, LLC

By: _____
Timothy M. Doyle, its President
and duly authorized agent

ATTEST:

Title:

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, its Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Willowbrook on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Willowbrook on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Willowbrook, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "**F**" behind the rate; if the benefit is included on the employee's payroll check, place the letter "**E**" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor's web site at www.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

AFFIDAVIT**SUBCONTRACTORS****Monthly Statement of Compliance**

Date: _____

I, _____ (name
signatory party), _____ (title),
do hereby state: that I pay or supervise the payment
of the persons employed on the public works project
_____ (name
of project); that during the payroll period commencing
on the _____ day of _____, _____ (year), and
ending on the _____ day of _____, _____ (year),
all persons employed on said project have been
paid the full wages earned, that no rebates
have been or will be made either directly or indirectly
to or on behalf of said _____
(name of contractor or subcontractor) from the full
wages earned by any person, and that no
deductions have been made either directly or
indirectly from the full wages earned by any
persons, other than permissible deductions as
defined by Federal and/or State law. I further certify
that this payroll is correct and complete; that the wage
rates contained therein are not less than the actual
rates herein stated and that the classification set forth
for each laborers or mechanic conform to the work
he/she performed.

Signature: _____

**Attach explanation of monies paid, copy of contract
or billing, or other pertinent information.**

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Certified Transcript of Payroll

***** Please Note: The submission of falsified payroll records is a criminal offense. *****

Contractor and/or Subcontractor

Contact Person: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Contract Information

Contract Number: _____

Project Number: _____

Project: _____

Project Location: _____

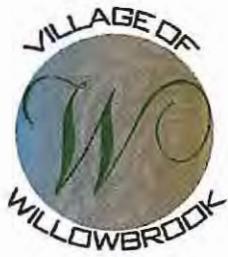
Pay Period Starting Date: _____

Pay Period Ending Date: _____

Date Submitted to City: _____

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Employee Name, Address, SSN & Telephone Number	Classification	PW Hours Worked Each Day during Pay Period																	Total Hrs	Total OT Hrs	Hrly Rate	OT Rate	Total Wages Paid	Hourly Fringe Benefit			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17						Pens	Hea & Welf	Vac	Train



RETURN WITH BID

VILLAGE OF WILLOWBROOK
DUPAGE COUNTY, ILLINOIS

THE CONTRACT BID DOCUMENTS
FOR
THE COMMUNITY RESOURCE CENTER:
INTERIOR BUILD-OUT

Name of Submitting Company:

E. P. Doyle & Son, LLC

Bid Opening Date:

Tuesday, March 8, 2022 @ 11:00 am

Prepared By:

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

RETURN WITH BID

PROPOSAL BID BOND

OWNER: VILLAGE OF WILLOWSBROOK

PROJECT: THE COMMUNITY RESOURCE CENTER: INTERIOR BUILD-OUT

WE E.P. Doyle & Son, LLC as PRINCIPAL,

and OHIO FARMERS INSURANCE COMPANY as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 10% of the total bid price, or for the amount specified in the Proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the OWNER acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE, if the Proposal is accepted and a contract awarded to the PRINCIPAL by the OWNER for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal Contract, furnish Surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the OWNER determines the PRINCIPAL has failed to enter into a formal Contract in compliance with any requirements set forth in the preceding paragraph, then the OWNER acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 2nd day of March A.D., 2022.

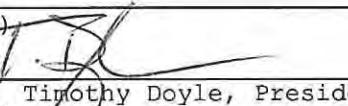
PRINCIPAL

E.P. Doyle & Son, LLC

(Company Name)

(Company Name)

BY:


Timothy Doyle, President

(Signature & Title)

BY:

(Signature & Title)

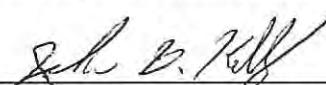
(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

SURETY

OHIO FARMERS INSURANCE COMPANY

BY:

(Name of Surety)


John G. Kelly

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF Kane

I, Cynthia Bravos

, a Notary Public in and for said county, do hereby certify that

Timothy M. Doyle John G. Kelly who are each personally
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

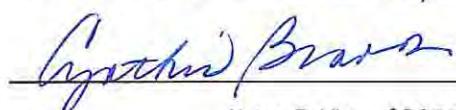
known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of March A.D., 2022.

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires March 12, 2023


Cynthia Bravos

Notary Public

OFFICIAL SEAL
CYNTHIA BRAVOS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/12/23

OFFICIAL SEAL
CYNTHIA BRAVOS
NOTARY PUBLIC - STATE
MY COMMISSION EXPIRES: 03/12/23

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME
POWER # AND ISSUED PRIOR TO 05/21/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1211492 05

General
Power
of Attorney

CERTIFIED COPY

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

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

JOHN G. KELLY, SUSAN ONORI, CHERYL KLEINER, JOINTLY OR SEVERALLY

of ELGIN and State of IL 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, recognizances, undertakings, or other instruments or contracts of suretyship.

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 National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MAY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina

ss.:

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

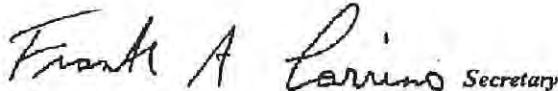
State of Ohio
County of Medina

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 2nd day of

March 2022
A.D. 2022



Frank A. Carrino, Secretary

RETURN WITH BID

PROPOSAL	Owner:
	VILLAGE OF WILLOWBROOK
	Township:
	DOWNERS GROVE
County:	DUPAGE

1. PROPOSAL OF: E. P. Doyle & Son, LLC

1100 Wheaton Oaks Court, Wheaton IL 60187

(Name and Address of Bidder)

The proposed work is officially known as ***Village of Willowbrook; THE COMMUNITY RESOURCE CENTER: INTERIOR BUILD-OUT.*** Work includes the following:

- Complete Interior Build-Out of the existing 7,880 SF 1-Story Community Resource Center Building, which will include the following:
 - Construction of 2,700 SF Village Board Room.
 - Construction of 2,225 SF Multi-Purpose Room.
 - Construction of 330 SF Village Board Conference Room.
 - Construction of Service Kitchen.
 - Construction of new bathrooms.
 - Plumbing improvements throughout.
 - Electrical and Lighting improvements throughout.
 - Construction of new Audio and Video Systems throughout.
 - Construction of new Fire Sprinkler System throughout.
 - Construction of Video Surveillance and Security Systems throughout.
- Reconstructed Parking Lot.
- Site Sidewalk Improvements.
- All services required to be provided and connected.
- Any additional appurtenant work required to make this a well-constructed project, and all required safety measures and clean-up tasks to insure a successful project.
- The Contractor will work in a deliberate and safe manner. The safety of the Public, and the VoW Staff and the Contractor's Employees is the TOP PRIORITY.
- The Contractor will work in a neat fashion and ensure a clean work environment. The Contractor will properly clean and dispose of all work debris and neatly store all tools at the end of each workday.

2. The Specifications for the proposed assignment are prepared by the **Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527**, and which Specifications are designated as:

VILLAGE OF WILLOWBROOK
THE COMMUNITY RESOURCE CENTER: INTERIOR BUILD-OUT.

3. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the **Village of Willowbrook**. The amount of the Bid Security is:

One Million, Six hundred ninety nine thousand, nine hundred fifty seven dollars and 17 cents.

(In Writing)

\$1,699,957.17

().

(In Figures)

PROPOSAL, Cont'd.

4. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.
5. The village of Willowbrook reserves the right to qualify, accept or reject any or all vendors and accept any proposal deemed to be in the best interest of the Village of Willowbrook. The Village of Willowbrook reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the Village of Willowbrook. The Village of Willowbrook reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
6. The village of Willowbrook expressly reserves the right to exercise discretionary authority in awarding of this public construction contract. Further, The Village of Willowbrook expressly reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.
7. No work shall be awarded to a Bidder that is in arrears or is in default to any Local Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to Local Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Local Government Agencies.
8. Consideration may be given to, but not limited to services available, hours of services available, references, and special pricing. **The Village of Willowbrook reserves the right not to accept the lowest bidder.**
9. The Selected Contractor guarantees that his bid will be binding, as submitted, and will remain in effect for a full sixty [60] days after the Bid Opening.
10. Each pay item should have a unit price and a total price. A bid may be declared unacceptable if neither a unit price nor a total price is shown. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

RETURN WITH BID

11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.
12. Plans and Proposal forms may be obtained from the, www.questcdn.com specifically, **Project # 8117777.**
13. To obtain the Plans and Proposal Forms, the Bidder will be required to pay QuestCDN \$50.00, and to sign the Bidder's List complete with all proper contact information.
14. There will be a **Mandatory On-Site Pre-Bid Meeting**, to be held at 10:00 am on Friday, February 25, 2022. To be allowed to submit a Bid for this project, the Bidding Contractor is required to be in attendance at this Pre-Bid Meeting and to enter his information on the sign-in sheet.

VILLAGE OF WILLOWBROOK

THE COMMUNITY RESOURCE CENTER: INTERIOR BUILD-OUT

THE PROPOSAL

PROPOSAL OF: E. P. Doyle & Son, LLC

1100 Wheaton Oaks Court, Wheaton, IL 60187

(Name and Address of Bidder)

- The Submitting Contractors are required to submit at least 5 successful recently completed similar and local projects, with references and contact information for the OWNERS and ARCHITECTS and ENGINEERS.
- The Submitting Contractors are required to submit the resume of the proposed Project Director and the proposed Project Manager and the proposed Site Supervisor.

Project: VW-CRC - Village of Willowbrook Community Resource Center
Location: Willowbrook, IL
Bid Due: Thursday, March 10, 2022
Bidder: E. P. Doyle & Son, LLC



Date: 3/10/22

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	FINAL UNIT PRICE	TOTAL PRICE
THE SITE PLAN					
PROJECT PREPARATION					
100	MOBILIZATION	LS	1	\$12,938.06	\$12,938.06
101	PRECONSTRUCTION VIDEOTAPING	LS	1	\$1,078.17	\$1,078.17
102	PORTABLE TOILET	MONTHS	8	\$250.14	\$2,001.09
103	DUMPSTER	LS	1	\$2,328.85	\$2,328.85
104	CONCRETE WASHOUT AREA	LS	1	\$1,347.71	\$1,347.71
105	TRAFFIC CONTROL & PROTECTION	LS	1	\$1,078.17	\$1,078.17
SITE WORK					
200	CONSTRUCTION LAYOUT	LS	1	\$3,169.82	\$3,169.82
201	PAVEMENT REMOVAL	SQ YD	590	\$8.63	\$5,088.97
202	PREPARATION OF BASE	SQ YD	590	\$2.20	\$1,297.69
203	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	955	\$11.27	\$10,759.88
204	CLASS D PATCHES, 4"	SQ YD	150	\$28.93	\$4,339.10
205	CLASS D PATCHES, 6"	SQ YD	225	\$41.33	\$9,298.42
206	BITUMINOUS MATERIALS (TACK COAT)	POUND	725	\$1.64	\$1,188.14
207	AGGREGATE BASE REPAIR	TON	220	\$24.26	\$5,336.95
208	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	165	\$106.51	\$17,574.57
209	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	52	\$182.46	\$9,487.86
210	COMBINATION CONCRETE CURB & GUTTER REMOVAL	LIN FT	380	\$4.04	\$1,536.39
211	COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12	LIN FT	390	\$41.51	\$16,188.74
212	CONCRETE CURB, TYPE B, VARIABLE HEIGHT	LIN FT	45	\$45.82	\$2,062.00
213	EARTH EXCAVATION	CU YD	45	\$26.95	\$1,212.94
214	AGGREGATE BASE COURSE, TYPE B	TON	25	\$38.60	\$964.96
215	SIDEWALK REMOVAL	SQ FT	300	\$2.70	\$808.63
216	P.C. CONCRETE SIDEWALK, 5"	SQ FT	990	\$9.97	\$9,873.35
217	DETECTABLE WARNINGS	SQ FT	25	\$48.52	\$1,212.94
218	CATCH BASINS TO BE ADJUSTED	EACH	1	\$646.90	\$646.90
219	CATCH BASINS TO BE RECONSTRUCTED	EACH	1	\$1,078.17	\$1,078.17
220	CONNECTION TO EXISTING CATCH BASIN	EACH	1	\$646.90	\$646.90
221	CATCH BASINS, TYPE C (SPECIAL)	EACH	1	\$1,617.26	\$1,617.26
222	STORM SEWER, TYPE 1 (PVC SDR26), 12"	LIN FT	95	\$64.69	\$6,145.58
223	TRENCH BACKFILL, COMPACTED	CU YD	15	\$33.42	\$501.35

Project: VW-CRC - Village of Willowbrook Community Resource Center
Location: Willowbrook, IL
Bid Due: Thursday, March 10, 2022
Bidder: E. P. Doyle & Son, LLC



Date: 3/10/22

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	FINAL UNIT PRICE	TOTAL PRICE
224	INLET FILTERS	EACH	3	\$323.45	\$970.35
225	CONSTRUCTION FENCE	LIN FT	850	\$5.39	\$4,582.23
226	PAINT PAVEMENT MARKINGS - LINE 4"	LIN FT	725	\$0.89	\$648.79
	PAINT PAVEMENT MARKINGS - LETTERS & SYMBOLS	SQ FT	15	\$11.50	\$172.56
228	SIGN PANEL, TYPE 1	SQ FT	4	\$26.95	\$107.82
229	METAL POST, TYPE A	LIN FT	22	\$19.60	\$431.23
230	WHEEL STOPS	EACH	22	\$91.64	\$2,016.18
231	FILL EXISTING HOSE VAULT	EACH	1	\$539.09	\$539.09
232	TOPSOIL FURNISHED AND PLACE, 4"	SQ YD	140	\$10.78	\$1,509.44
233	SODDING	SQ YD	140	\$15.09	\$2,113.22
234	SANITARY SEWER TO BE CLEANED, 6"	LIN FT	40	\$19.12	\$764.64
235	STORM SEWER TO BE CLEANED, 8"	LIN FT	225	\$4.73	\$1,064.96
236	SEWER TELEVISING, 6"	LIN FT	40	\$17.34	\$693.48
237	SEWER TELEVISING, 8"	LIN FT	225	\$5.54	\$1,246.91
238	TREE PROTECTION	EACH	1	\$539.09	\$539.09
239	TREE ROOT PRUNING	EACH	1	\$539.09	\$539.09

ADDITIONAL

900	CASH ALLOWANCE	LS	1	\$75,000	\$75,000.00
TOTAL SITE PLAN COST					\$225,748.65

THE BUILDING PLAN

DIVISION 2 EXISTING CONDITIONS					
	SELECTIVE DEMOLITION	LS	1	\$21,132.16	\$21,132.16
DIVISION 3 CONCRETE					
03 3000	CONCRETE WORK	LS	1	\$8,086.29	\$8,086.29
DIVISION 4 MASONRY					
04 0511	MASONRY WORK	LS	1	\$28,032.46	\$28,032.46
04 4301	STONE WORK	LS	1	\$30,188.80	\$30,188.80
DIVISION 5 METALS					
05 1200	STRUCTURAL STEEL FRAMING	LS	1	\$30,275.05	\$30,275.05
05 3100	STEEL DECKING	LS	1	N/A	\$0.00
05 4000	COLD FORM METAL FRAMING	LS	1	\$52,183.49	\$52,183.49
05 0000	MISC. STEEL (LINTELS, ETC.)	LS	1	In Structural	\$0.00
DIVISION 6 WOOD, PLASTICS AND COMPOSITES					
06 1000	ROUGH CARPENTRY	LS	1	\$146,739.12	\$146,739.12
06 4100	ARCHITECTURAL WOOD CASEWORK & COUNTERTOPS	LS	1	\$90,431.62	\$90,431.62
	CUSTOM ARCHITECTURAL MILLWORK & COUNTERTOPS	LS	1	In Casework	\$0.00

Project: VW-CRC - Village of Willowbrook Community Resource Center
Location: Willowbrook, IL
Bid Due: Thursday, March 10, 2022
Bidder: E. P. Doyle & Son, LLC



Date: 3/10/22

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	FINAL UNIT PRICE	TOTAL PRICE
DIVISION 7 THERMAL AND MOISTURE PROTECTION					
07 4264	ACM PANELS	LS	1	\$25,649.70	\$25,649.70
07 6200	FLASHING AND TRIM	LS	1	\$2,479.79	\$2,479.79
	ROOFING CANOPY & MISC. PATCHING	LS	1	\$4,204.87	\$4,204.87
DIVISION 8 OPENINGS					
08 1113	DOORS AND FRAMES	LS	1	\$35,746.77	\$35,746.77
08 4313	ALUMINUM-FRAMED STOREFRONTS	LS	1	\$90,027.31	\$90,027.31
08 7100	DOOR HARDWARE	LS	1	In Doors	\$0.00
08 8000	GLAZING	LS	1	In Storefront	\$0.00
	ROLLING OVERHEAD DOOR	LS	1	\$3,369.29	\$3,369.29
	OPERABLE FOLDING PARTITIONS	LS	1	\$79,245.60	\$79,245.60
DIVISION 9 FINISHES					
09 2116	DRYWALL WORK	LS	1	\$0.00	\$0.00
09 3000	TILING	LS	1	\$59,599.16	\$59,599.16
09 5100	ACOUSTIC CEILING	LS	1	\$33,800.67	\$33,800.67
09 6813	CARPETING	LS	1	\$13,714.34	\$13,714.34
09 9000	PAINT	LS	1	\$13,336.98	\$13,336.98
	FLOOR PREP	LS	1	\$13,477.14	\$13,477.14
	VINYL TILE	LS	1	\$15,591.44	\$15,591.44
	HARDWOOD FLOORING	LS	1	\$6,635.07	\$6,635.07
	FLOOR COATINGS (SEALERS)	LS	1	\$539.09	\$539.09
	RUBBER BASE	LS	1	In Vinyl	\$0.00
	STONE THIN VENEER	LS	1	\$15,176.34	\$15,176.34
DIVISION 10 SPECIALTIES					
	TOILET ACCESSORIES	LS	1	\$4,770.91	\$4,770.91
	FIRE EXTINGUISHER CABINETS	LS	1	\$2,425.89	\$2,425.89
	TOILET PARTITIONS	LS	1	\$6,365.52	\$6,365.52
	TOILET ACCESSIBLE SIGNAGE	LS	1	\$269.54	\$269.54
DIVISION 11 KITCHEN EQUIPMENT					
11 0000	KITCHEN EQUIPMENT	LS	1	By Owner	\$0.00
DIVISION 13 SPECIAL CONSTRUCTION					
	NOT USED	XX	XX	XX	XX
DIVISION 14 CONVEYING EQUIPMENT					
	NOT USED	XX	XX	XX	XX

Project: VW-CRC - Village of Willowbrook Community Resource Center
Location: Willowbrook, IL
Bid Due: Thursday, March 10, 2022
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Date: 3/10/22

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	FINAL UNIT PRICE	TOTAL PRICE
DIVISION 21 FIRE SUPPRESSION					
21 0000	SPRINKLER SYSTEM	LS	1	\$36,714.97	\$36,714.97
21 0000	FIRE ALARM SYSTEM	LS	1	\$17,089.02	\$17,089.02
DIVISION 22 PLUMBING					
22 0000	PLUMBING FIXTURES	LS	1	\$15,040.49	\$15,040.49
22 0000	PLUMBING WORK	LS	1	\$72,404.60	\$72,404.60
22 0000	STORM DRAINAGE	LS	1	\$1,719.68	\$1,719.68
DIVISION 23 HVAC / Mech					
23 0000	MECHANICAL UNITS	LS	1	Existing	\$0.00
23 0000	GAS PIPING	LS	1	\$2,156.34	\$2,156.34
23 0000	DUCTWORK AND ACCESSORIES	LS	1	\$50,943.60	\$50,943.60
DIVISION 26 ELECTRICAL					
	SWITCHGEAR	LS	1	In Distribution	\$0.00
	ELECTRICAL DISTRIBUTION	LS	1	\$183,142.50	\$183,142.50
	ELECTRICAL LIGHT FIXTURES	LS	1	In Distribution	\$0.00
	LOW VOLTAGE CONDUIT & BACKBOXES	LS	1	In Distribution	\$0.00
TOTAL BUILDING COST					
\$1,212,705.60					
THE TECHNOLOGY PLAN					
DIVISION 27 COMMUNICATIONS					
27 4000	COMMON WORK RESULTS FOR AUDIO VISUAL SYSTEMS	LS	1	In Elec	\$0.00
27 4100	COMMUNITY CENTER AV SYSTEMS	LS	1	\$186,711.25	\$186,711.25
DIVISION 28 ELECTRONIC SAFETY AND SECURITY					
	VIDEO SURVEILLANCE SYSTEM	LS	1	\$28,513.32	\$28,513.32
	CARD ACCESS SYSTEM	LS	1	\$12,243.71	\$12,243.71
	INTRUSION MONITORING	LS	1	\$9,689.53	\$9,689.53
	DATA CABLING	LS	1	\$15,422.16	\$15,422.16
	NETWORK ROUTING & SWITCHING	LS	1	\$8,922.95	\$8,922.95
TOTAL TECHNOLOGY COST					
\$261,502.92					
TOTAL PROJECT COST					
\$1,699,957.17					



E. P. DOYLE & SON, LLC

General Contracting
Management

1100 Wheaton Oaks Court
Wheaton, Illinois 60187
630.665.0600
Fax 630.665.0606
www.epdoyle.com

Willowbrook Community Resource Center

Proposal Qualifications 03/10/22

The following is a list of qualifications that apply to our proposal(s):

- 1) Project is tax exempt - no sales tax included.
- 2) Permit fees by Owner and are not included.
- 3) Testing and inspection includes but is not limited to soil, concrete and steel.
- 4) No work included for existing code violations discovered during construction activities.
- 5) Unsuitable soil remove and replace is considered extra work.
- 6) No environmental testing or remediation in included.
- 7) Site assumed to be "clean" based on Clean Construction Demolition & Debris form provided. No contaminated soil excavation or hauling is included.
- 8) Winter conditions are not anticipated or included.
- 9) Temporary power and temporary water are assumed to be provided by owner. We will make provisions to utilize such utilities and restore upon project completion.
- 10) Electrical service coordination with Commonwealth Edison is not anticipated. Any ComEd fees are not included.
- 11) Gas service coordination with NICOR is not anticipated. NICOR fees are not included.
- 12) Assumes free use of CAD files for survey layout, shop drawing preparation, as-builts, etc.
- 13) The roll down screen shown on the Dais Elevation on Sheet A12 is not specified so cannot be priced accurately and is therefore not included.
- 14) Exist signs and EM lighting are included per plan.
- 15) Six (6) fire extinguishers and semi-recessed fire extinguisher cabinets are included.
- 16) Interior stone veneer was not specified. Pricing includes \$12/SF material allowance.
- 17) Carpet was not specified. Pricing includes \$25/SY for CPT1 and \$30/SY for CPT2 material allowance.
- 18) Tie-in to existing irrigation system is included. No work on irrigation system is included.
- 19) Interior metal studs are included as 20-gauge dimpled Viper Studs in lieu of specified 362S125-33 studs for interior wall construction. If 362S125-33 studs are required add \$7,500.
- 20) We were notified on bid day that Hufcor cannot provide their standard support truss for lengths this project requires. Size and weight exceed their limitations. The movable partition value includes allowance of \$10,000 for partition support trusses. Trusses will need structural design to finalize pricing of this element.
- 21) Existing RTU's are assumed to be in working order. No repair work on exiting RTU's is included.
- 22) Fire alarm system is provided to meet minimum requirements of AHJ.
- 23) There are discrepancies and conflicts with regard to the Electrical Work. Specifically existing conditions, reuse of existing equipment and also ancillary electrical related low voltage systems. We have taken significant efforts to understand the existing conditions and develop pricing that is responsive to the bid documents and transparent as to what may be required to resolve the issues. The following clarifies the electrical scope of work included:
 - a) Existing Primary Electrical Service to be Utilized - Existing to remain. No Work on the Primary Service is included.
 - b) Existing Secondary Electrical Service to be Utilized - Existing to remain. No Work on the Secondary Service is included.
 - c) No Arch Flash Study is Included.
 - d) Existing Metering: All Aspects of the Existing Metering are to Remain.
 - i) PLEASE NOTE – Existing Metering, Troughs, and CT Cabinets are in poor condition. No cost is included to Repair or Replace any aspect of the existing Metering.
 - e) Distribution Panelboards: All Existing Distribution Panels to be Utilized per Plans. PLEASE NOTE – The following:
 - i) Drawings express 2 panels to be relocated, however Drawings express 3 panel Schedules.

- ii) Cost included is to Move 2 Panels as expressed on the drawings and Site Photos.
- iii) Drawings Express 42 Circuit Panels
- iv) Per Site Photos Panels are only 30 Circuit
- v) If additional circuits are needed, panel upgrades will be required at an additional cost
- vi) All Existing Breakers are to be utilized for the new construction
- vii) PLEASE NOTE – Panel Schedules provided on the drawings express different Amperage breakers and Quantities than what is existing in the panels.
- viii) Per drawings, Panels will be relocated 10' to the Print East.
- ix) All Existing to remain feeds will be relocated to the existing panels at their new locations as per plans and specs.
- f) Grounding System: Existing Grounding to be disconnected, and demoed by others. New Ground wire and Conduit will be installed from new panel location to the water main. This is not expressed on the drawing (cause nothing is) but will be required by code.
- g) Starters, Control Wiring, Disconnect Switches, and Equipment:
 - i) No starters for Mechanical Equipment appear to be required.
 - ii) No VFD's for Mechanical Equipment are included.
 - iii) Disconnects will only be provided if expressed on the Electrical Drawings or Mechanical Schedules.
- h) Vestibule Electric wall heater per E2 is included. Heater will have surface mount kit.
- i) Conduit for Low Voltage Systems:
 - i) Drawing E2:
 - (1) In-Wall Low Voltage Raceways.
 - (2) Furnish and install empty 1" stubs to the nearest accessible ceiling with 11BD back boxes in two (2) locations per Drawing E2.
 - (3) In-Floor Low Voltage Raceways. Furnish and install empty 1" IMC to the two (2) Floor Boxes in Multi-Purpose Room #1 per Drawing E2. The IMC stubs will route in-floor to the nearest wall then stub into the nearest accessible ceiling space.
 - (4) Furnish and install two (2) empty Floor Boxes in the Multi-Purpose Room #1 per Drawing E2.
 - (5) New Floor Boxes will have a Black Composite Trim. If a different trim is desired by the client, there will be additional charges and extended lead times.
 - (6) Furnish and install empty 1" IMC to the two (2) Floor boxes in Multi-Purpose Room #2 per Drawing E2. The IMC stubs will route in-floor to the nearest wall then stub into the nearest accessible ceiling space.
 - (7) Furnish and install two (2) empty Floor Boxes in the Multi-Purpose Room #2 per Drawing E2. New Floor Boxes will have a Black Composite Trim. If a different trim is desired by the client, there will be additional charges and extended lead times.
 - (8) Three Seat Desks. Furnish and install three (3) floor boxes at each.
 - (9) Board Room Bench. Furnish and install nine (9) empty 11BD back boxes in the millwork of the Board Bench per Drawing E2. Furnish and install empty 1" EMT to connect each of the empty 11BD boxes in sets of three (3). Furnish and install three (3) empty 1" EMT stubs from the Board Room Bench millwork under the new platform then to the nearest accessible ceiling space.
 - (10) WAP Locations - Furnish and install four (4) empty 11BD ceiling mounted backboxes with 1" chase nipples and bushings for the WAP locations expressed on Drawing E2.
 - (11) AV Locations - Furnish and install empty 11BD back box to one (1) AV location per Drawing E2. Furnish and install empty 1" EMT raceway as noted on Drawing E2.
 - (12) APV Locations - Furnish and install empty 11BD back box to one (1) AV location per Drawing E2. Furnish and install empty 1" EMT raceway as noted on Drawing E2.

(13) Drawing E2 Qualifications: All Voice and data locations are per Drawing E2 only. If additional locations are required, there will be additional charges.

ii) Drawing T1 Surveillance System Rough-In:

- (1) Surveillance System Conduit and Back Box Rough-In.
- (2) Furnish and install empty $\frac{3}{4}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in eleven (11) locations for the INT Cameras per Drawing T1.
- (3) Furnish and install empty $\frac{3}{4}$ " IMC stubs to the nearest accessible ceiling with WP back boxes in five (5) locations for the EXT Cameras per Drawing T1.
- (4) Furnish and install empty $\frac{3}{4}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in one (1) location for the EST Camera per Drawing T1.
- (5) Furnish and install empty $\frac{3}{4}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in one (1) location for the EST Box per Drawing T1.

iii) Drawing T1 Security Alarm System Rough-In: Security Alarm System Conduit and Back Box Rough-In.

- (1) Furnish and install empty $\frac{3}{4}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in one (1) location for the Security Panel per Drawing T1.
- (2) Furnish and install empty $\frac{1}{2}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in four (4) locations for the Door Contacts per Drawing T1.
- (3) Furnish and install empty $\frac{1}{2}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in one (1) location for the Double Door Contacts per Drawing T1.
- (4) Furnish and install empty $\frac{3}{4}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in one (1) location for the Keypad per Drawing T1.
- (5) Furnish and install empty $\frac{1}{2}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in twelve (12) locations for the Motion Sensors per Drawing T1.

iv) Drawing T1 Access Control System Rough-In: Security Alarm System Conduit and Back Box Rough-In.

- (1) Furnish and install empty $\frac{3}{4}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in one (1) location for the Access Control Panel per Drawing T1.
- (2) Furnish and install empty $\frac{1}{2}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in four (4) locations for the Proximity Readers per Drawing T1.
- (3) Furnish and install empty $\frac{1}{2}$ " EMT stubs to the nearest accessible ceiling with 1900D back boxes in four (4) locations for the Door Strikes per Drawing T1.
- (4) Furnish and install empty ceiling mounted with 1900D back boxes in one (1) location for the REX Device per Drawing T1.
- (5) Provide line side electrical connections, 120V circuiting and conduit for the PB in one (1) location.

v) Drawing TA2.01 Audio Visual System Rough-In:

- (1) Furnish and install empty $1\frac{1}{2}$ " EMT stubs to the nearest accessible ceiling with a 6"X6"X4" back boxe in one (1) location for the Equipment Rack per Drawing TA2.01.
- (2) Furnish and install empty 1" EMT stubs to the nearest accessible ceiling with 3-Gang back boxes in five (5) locations for the Touch panel Controller per Drawing TA2.01.
- (3) Furnish and install empty 1" EMT stubs to the nearest accessible ceiling with 11BD back boxes in three (3) locations for the Flat-Panel Display Interface per Drawing TA2.01.
- (4) Furnish and install empty 1" EMT stub to the nearest accessible ceiling with Chief PAC 526 back boxes in one (1) location for the Flat-Panel Display Interface per Drawing TA2.01.
- (5) This location is in the Conference Room only. If Chief PAC 526 Backboxes are required at each Flat Panel Display location, there will be additional charges and lead times.

- (6) Furnish and install empty 1" EMT stubs to the nearest accessible ceiling with 3-Gang back boxes in four (4) locations for the Wall Plate Type 1 per Drawing TA2.01.
- (7) Furnish and install empty 1" EMT stubs to the nearest accessible ceiling with 11BD back boxes in one (1) location for the Wall Plate Type 2 per Drawing TA2.01.
- vi) Drawing TA2.01 Qualifications:
 - (1) The floor box layout on Drawing TA2.01 is incorrect per answered RFI. All Floor Box locations are per Drawing E2 only.
- vii) Drawing TA2.02 Audio Visual System Rough-In:
 - (1) Furnish and install empty 1" EMT ceiling mounted 1900D back boxes in five (5) locations for the Wireless Microphone Antennas per Drawing TA2.02.
 - (2) The WAP layout on Drawing TA2.02 is incorrect per answered RFI. All WAP locations are per Drawing E2 only.
- j) Receptacles, Devices, Switches and Special Outlets:
 - i) Floor boxes are not included at the curved Millwork desk in board room. Outlets will be provided in the die wall either above or below the counter surface.
- k) Lighting Fixtures: All Fixtures to be Furnished per the Fixture Schedules on Electrical Drawings
 - i) PLEASE NOTE – Fixture Schedule does not call for any Fixtures to have Motion Sensor integral to the fixture. However, Notes under the Room Designations are calling for Multi-Purpose Room 1, Multi-Purpose Room 2, The Board room and the Dias room fixture to have integral motion sensors.
 - ii) Our cost includes all Type A fixtures in the Multi-Purpose Rooms (1&2) to have intergral Motion Sensors.
 - iii) Type E – Recessed Cans cannot be manufactured with integral motion sensors without a lighting control system, We do not include any pricing for motion sensors for any Type E fixture.
 - iv) Type J – Ceiling Mounted Fixtures in the Canopy are being called out to have "Timers", this option is not able to be manufactured, plus these fixtures are on a Green Max Lighting control panel and will be on via the timer of the lighting control panel.
 - v) If incomplete part numbers are expressed on the fixture schedule, assumptions have been made for pricing purposes, and additional cost may occur during the Submittal Process.
- l) Lighting Controls System:
 - i) A Leviton Green Max Lighting Control System will be Furnish and Installed for Exterior Lights ONLY
 - ii) All Other Lighting controls will be stand-alone devices with NO Dimming.

PROPOSAL, Cont'd.

(If an individual)

Signature of Bidder 
Business Address 1100 Wheaton Oaks Court
Wheaton, IL 60187
Phone Number 630-665-0600

(If a partnership)

Firm Name _____
Signed By _____
Business Address _____
Phone Number _____

Insert Names and Addresses

of All Partners: _____

(If a corporation)

Corporate Name _____

Signed By _____
President

Business Address _____

Phone Number _____
Insert Names of Officers:

President _____

Treasurer _____

Attest: _____

Secretary

[seal]

CERTIFICATE OF UNDERSTANDING REGARDING
HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS

OWNER: VILLAGE OF WILLOWBROOK

PROJECT ASSIGNMENT: THE COMMUNITY RESOURCE CENTER: INTERIOR BUILD-OUT

THIS IS TO CERTIFY THAT I, Timothy M. Doyle, President/Principal/Partner of E. P. Doyle & Son, LLC (hereinafter referred to as the "Contractor"), have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same.

I, FURTHER AGREE AND CERTIFY, that if awarded a Contract for the above named assignment, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner and Engineer and any and all other entities so named in said "Insurance Requirements" section.

I, FURTHER UNDERSTAND, that all expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements.

FINALLY, I UNDERSTAND AND AGREE, that if said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject assignment.

Dated this 10th day of March, 2022

CONTRACTOR'S NAME:

E. P. Doyle & Son, LLC

ADDRESS 1100 Wheaton Oaks Court

Wheaton, IL 60187

WITNESS:

BY: Cynthia Bravos
(SECRETARY/NOTARY)

SIGNED BY: T. M. Doyle

(President/Principal/Partner)

Timothy M. Doyle
(Typed/Printed Name)

(S E A L)

OFFICIAL SEAL
 CYNTHIA BRAVOS
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES:03/12/23

RETURN WITH BID

CONTRACTOR'S BID RIGGING CERTIFICATION

As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) E. P. Doyle & Son, LLC

(Print Name of Contractor)

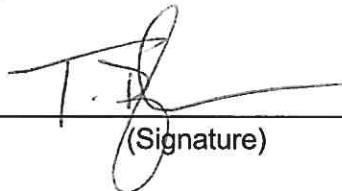
a Limited Liability Company, _____

(Corporation, Partnership)

(Sole Proprietorship)

as part of his/its bid on this Contract hereby certifies that the Contractor is not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

Dated: March 10, 2022

By: 

(Signature)

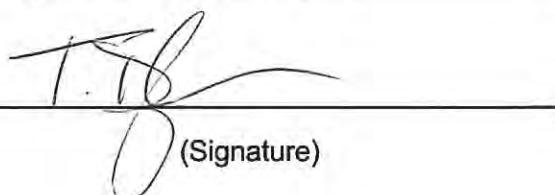
Title: President

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

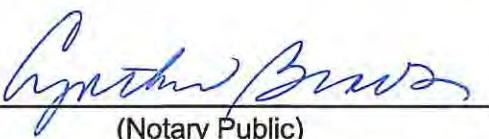
Dated: March 10, 2022Contractor: E. P. Doyle & Son, LLC

By: _____

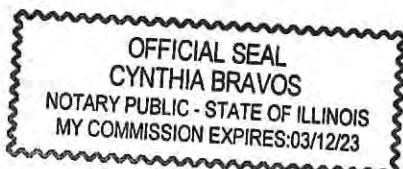

(Signature)Title: President

STATE OF ILLINOIS
COUNTY OF DuPage] ss

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that
Timothy M. Doyle (Name of Signatory) appeared before me this day in person and, being
first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act
and deed.

Dated: March 10, 2022
(Notary Public)

(NOTARY SEAL)

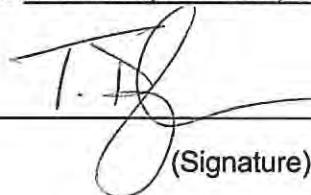


CONTRACTOR'S MBE/WBE REQUIREMENT FULFILLMENT CERTIFICATION

As required by the criteria of the DCEO Grant # 21-203078, the selected Contractor will fulfill the MBE/WBE requirements as stated in these General Project Specifications and as specified by the DCEO. The undersigned official of the Contractor hereby certifies that the DCEO MBE/WBE requirements will be fulfilled through the course of this construction project.

Dated: March 10, 2022Contractor: E. P. Doyle & Son, LLC

By: _____


(Signature)Title: President

STATE OF ILLINOIS
COUNTY OF DuPage] ss

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Timothy M. Doyle (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: March 10, 2022
(Notary Public)

(NOTARY SEAL)



CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

A. Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the grantee's or Contractor's policy of maintaining a drug-free workplace;
- 3) any available drug counseling, rehabilitation, and employee assistance program; and
- 4) the penalties that may be imposed upon employees for drug violations.

- A. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace.
- B. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION, Cont'd.

- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

Dated: March 10, 2022

Contractor: E. P. Doyle & Son, LLC

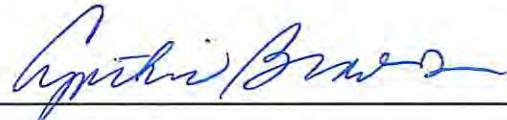
By: Timothy M. Doyle
(Authorized Agent of Contractor)

Title: President

STATE OF ILLINOIS
COUNTY OF DuPage] ss

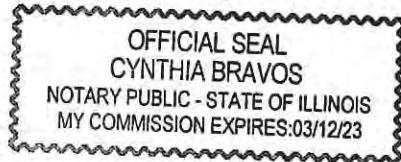
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that
Timothy M. Doyle (Name of Signatory) appeared before me this day in person and, being
first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act
and deed.

Dated: March 10, 2022



(Notary Public)

(NOTARY SEAL)



SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **Village of Willowbrook** as follows:

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

(complete either A or B below)

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

E. P. Doyle & Son, LLC

Contractor/Subcontractor

Timothy M. Doyle

Name of Authorized Representative (type or print)

President

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date: March 10, 2022

RETURN WITH BID

CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION

E. P. Doyle & Son, LLC ("Contractor"),

having submitted a bid/proposal for the VILLAGE OF WILLOWBROOK – THE COMMUNITY RESOURCE CENTER: INTERIOR BUILD-OUT, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

Dated: March 10, 2022

Contractor: E. P. Doyle & Son, LLC

By: Timothy M. Doyle

(Authorized Agent of Contractor)

Title: President

STATE OF ILLINOIS

COUNTY OF DuPage

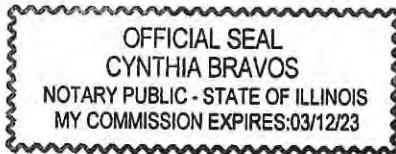
]
ss

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that
Timothy M. Doyle (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: March 10, 2022

Cynthia Bravos

(Notary Public)



(NOTARY SEAL)

RETURN WITH BID

CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, 2022, between the **Village of Willowbrook**, acting by and through the Village Board, known as the party of the first part, and _____ his/their _____ executors, administrators, successors or assigns, known as the party of the second part.

WITNESSETH THAT, for and in consideration of the payment and Agreements mentioned in the "Schedule of Prices", included herein, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work for the **Village of Willowbrook: The Community Resource Center: Interior Build-Out**, in the penal sum of _____,

in full compliance with all of the terms of this Agreement and the requirements of the Engineer under it.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Party of the First Part:

ATTEST:

The VILLAGE OF WILLOWBROOK

By: _____

Frank A Trilla, Mayor

(S E A L)

Party of the Second Part:

(Corporate Name)

By: _____

Secretary

President

(S E A L)

RETURN WITH BID

VoW MONTHLY PAY REQUEST FORM

This FORM, will be completed and submitted in concurrence with the contractor's monthly pay request. The contractor's Monthly Pay Request will at a minimum include the following [place YES on the dash for included] :

- The monthly updated bid document with the current actual completed contract bid items for pay. Yes _____.
- The Contractor's Completed Certified Payroll Forms. Yes _____.
- The Contractor's Partial Waivers of Lien. Yes _____.

WITNESSETH THAT, for and in consideration of the payment and Agreements mentioned in the "Schedule of Prices", included herein, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work for the **Village of Willowbrook: The Community Resource Center: Interior Build-Out**, in the penal sum of

in full compliance with all of the terms of this Agreement and the requirements of the Engineer under it.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Party of the First Part:

ATTEST:

The VILLAGE OF WILLOWBROOK

By: _____

Frank A Trilla, Mayor

(S E A L)

Party of the Second Part:

E. P. Doyle & Son, LLC

(Corporate Name)

By: _____ Timothy M. Doyle

Secretary

President

(S E A L)

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we E. P. Doyle & Son, _____, a Limited Liability Company ~~Corporation~~ organized under the laws of the State of Illinois, and licensed to do business in the State of Illinois as Principal, and _____, a Corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, certify that we are rated by A.M. Best to be "A-" or better, and are held and firmly bound unto the Village of Willowbrook, DuPage County, State of Illinois, in the penal sum of 100 % OF THE TOTAL BID PRICE, lawful money of the United States, well and truly to be paid unto said Downers Grove Township, for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written Contract with the Village of Willowbrook for the construction of the work for:

The Village of Willowbrook
The Community Resource Center: Interior Build-Out,

which Contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said Contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to said Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or Corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this Bond shall inure to the benefit of any person, firm, company, or Corporation to whom any money may be due from the Principal, Subcontractor, or otherwise for any such labor, materials, apparatus, fixtures, or machinery so furnished, and that suit may be maintained on such Bond by any person, firm, company, or Corporation for the recovery of any such money.

RETURN WITH BID

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said Contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to Contractor for the purposes of constructing such work, and shall commence and complete the work within the time prescribed in said Contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the said work shall have been accepted, and shall hold the Owner and the Engineer harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this shall be null and void; otherwise, to remain in full force and effect.

AND the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this Bond, and it does herein waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this
____ day of _____, 2022.

ATTEST:

Corporate

Name _____

By _____

Secretary

President

(S E A L)

Surety _____
(Attorney-In-Fact)

Address _____

RETURN WITH BID

STATE OF _____)
COUNTY OF _____) S.S.

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____ to me personally known to be President and Secretary, respectively, of _____, a Corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said Corporation for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Corporation.

Given under my hand and Notarial Seal this _____ day of _____, 2020.

(Notary Public)

STATE OF Illinois)
COUNTY OF _____) S.S.

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ (Attorney In Fact) who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney In Fact for _____ (Surety Company) appeared before me this day in person and acknowledged that he executed the foregoing instrument under authority given him as the free and voluntary act of said Surety, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2022.

(Notary Public)

Approved this _____ day of _____ A.D., 2022.

VILLAGE OF WILLOWBROOK

(Owner)

ATTEST: _____
By _____
Frank A Trilla, Mayor

(SEAL)

**VILLAGE OF WILLOWBROOK
THE COMMUNITY RESOURCE CENTER: INTERIOR BUILD-OUT
FEBRUARY 28, 2022**

ADDENDUM NO. 1

TO: PROSPECTIVE BIDDERS

THE ATTENTION OF ALL PROSPECTIVE BIDDERS ON THE ABOVE REFERENCED PROJECT IS CALLED TO THE FOLLOWING LISTED MODIFICATION IN THE CONTRACT DOCUMENTS:

PROSPECTIVE BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THE APPROPRIATE ADDENDUM NUMBER(S) BY STATING THIS ON THE OUTSIDE OF THE SEALED ENVELOPE CONTAINING THE BID PROPOSAL FOR THE ABOVE MENTIONED CONTRACT.

REMINDER #1 of 1:

The Bid Opening will take place as originally scheduled. The Bid Opening will be on Tuesday, March 8, 2022 at 11:00 am in the Village of Willowbrook Police Department Conference Room.

CLARIFICATION #1 of 1:

As discussed at the Pre-Bid Meeting; The perspective bidders are not to contact the Village or the Project Architect or the Project Engineer after 5:00 pm of Wednesday, March 2, 2022. Thank you for your respect.

CHANGE #1 of 1:

To be most clear, the complete Plan Set of Drawings is included in this Addendum #1. The specific Plan Changes focus mainly on the following:

- The Cover Sheet is updated for this Addendum.
- Sheet S 1, Structural Sheet has been corrected.
- Canopy / Pylon construction clarified and coordinated throughout print.
- Alternates 1 & 2 from sheet A1 have been omitted (Canopy and Pylon breakdown).
- 2 microwave ovens and dishwasher have been noted "by owner" (sheet A3).
- All storefront clarified as gray tint in black frame.
- New Drawing T-1 from Medlin is now incorporated into the Plan Set.

ACKNOWLEDGEMENT:

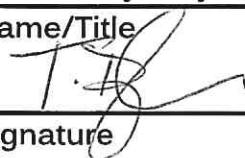
We have received and reviewed the Addendum #1.

E. P. Doyle & Son, LLC

Company

Timothy Doyle, President

Name/Title



Signature

March 10, 2022

Date

**VILLAGE OF WILLOWBROOK
THE COMMUNITY RESOURCE CENTER: INTERIOR BUILD-OUT
MARCH 04, 2022**

ADDENDUM NO. 2

TO: PROSPECTIVE BIDDERS

THE ATTENTION OF ALL PROSPECTIVE BIDDERS ON THE ABOVE REFERENCED PROJECT IS CALLED TO THE FOLLOWING LISTED MODIFICATION IN THE CONTRACT DOCUMENTS:

PROSPECTIVE BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THE APPROPRIATE ADDENDUM NUMBER(S) BY STATING THIS ON THE OUTSIDE OF THE SEALED ENVELOPE CONTAINING THE BID PROPOSAL FOR THE ABOVE MENTIONED CONTRACT.

CHANGE #1 of 1:

The Bid Opening will be changed to THURSDAY, MARCH 10, 2022 at 11:00 am in the Village of Willowbrook Police Department Conference Room.

CLARIFICATION #1 of 1:

There is no Landscape Plan associated with this Project.
All required Landscape Work will consist of as specified by:

- ITEM 231: TOPSOIL FURNISH HAND PLACE, 4".
- ITEM 232: SODDING.

REQUESTS FOR INFORMATION:

Below are the RFI's received by our Project Team and the responses to the RFIs by our Project Team.

Boiler Construction – RFI:

From: [Adam Dunkelberg](#)
Sent: Tuesday, March 1, 2022 12:25 PM
To: nick@batisticharchitects.com
Cc: troberts@centralrug.com; [Joe Henderson](#); [Estimating](#)
Subject: Village of Willowbrook Community Resource Center - RFI (Flooring)

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Good afternoon Nick,

Detailed below is the RFI for a flooring question one of our subs has:

RFI : On Room Finish Page A10 - The Multi-Purpose Rm #1 & #2 & Supply Rm 1 & 2 Call Out for LVT, But on Page A12 it calls for RT-1 Rubber Tile and it also shaw LVT. Which one is the product you wish to use. RFI : On Room Finish A10 - Room # 111 calls out for Porcelain Tile , But on Plan A12- Calls out for 8" x8" Quarry Tile. Which one is the product you wish to use? Thank You

Thanks,

Adam Dunkelberg
Project Manager/Estimator

O - (847) 662-5566 ext. 213
D - (847) 662-5213
M - (847) 875-1006
E - AdamD@ballerconstruction.com



3045 W Washington St
Waukegan, IL 60085

Project Team Response to the Boller Construction RFI:

Floor Finishing: Multi-Purpose Rm #1 and #2 and Supply Room #1 and #2 are to be LVT as both Schedule and Elevations indicate. There is no Rubber Tile required.

Troop Contracting – RFI:

RE: RFI's for Willowbrook Community Resource Center, Interior Build-out

angiek troopcontracting.com <angiek@troopcontracting.com>

Tue 3/1/2022 2:39 PM

To: Edward Kalina <ejk@engineeringsolutionsteam.net>

Cc: Nick Batistich <nick@batisticharchitects.com>; John E. Fitzgerald <jfitzgerald@novotnyengineering.com>; Sean Halloran <shalloran@willowbrook.il.us>; Brian Pabst <bpabst@willowbrook.il.us>

Great!!

I actually have a few more that I need to submit also:

Electrical:

1. New T plans were released VIA an addendum. On the T pages Medlin added 30+ floorboxes. On the E drawings the floorboxes that are there have their own circuit. The new T page isn't circuited and adding this many floor boxes is going to gut the floors. Were they planning on taking the floors up?

Plumbing:

1. Sink (H) double bowl sink. Specified Elkay Dayton model DW1012522-3 single bowl

Plumbing:

1. What size is the lawn irrigation?
2. Any detail of the 3" PVC to 4" copper downspout?
3. No hot water return line and return pump?

Flooring:

1. Are we using a specific allowance for the wood and carpet? Only see a spec for the LVT listed.

Operable Partitions:

1. The specification calls for a high sound rating, please provide the required minimum STC rating?
2. The finish is to be leather, can you please provide more specifics?

Thanks!

Troop Contracting, Inc.
www.troopcontracting.com



Service Disabled Veteran Owned
648 Executive Drive
Willowbrook, IL 60527
(o) 630.568.5252

RETURN WITH BID

Project Team Response to the Troop Contracting RFI:

Electrical

1. Floor boxes are as indicated on sheet E2 (8 boxes total)

Plumbing

1. Sink H to be single bowl as specified, Dayton DW1012522-3.

Plumbing

1. There is no specification for future lawn irrigation.
2. There is no detail on the PVC to copper.
3. There is no hot water return with return pump required.

Flooring

1. Flooring Wood and Carpet are to be as described on Room Finish. Samples are to be submitted for approval by owner. There is no allowance specified.

Operable Partitions

1. STC rating for partition specified is to be 49.
2. The leather refers to a "leather finish" standard vinyl and color.

E. P. Doyle – RFI:

Village of Willowbrook
Community Resource Center Project



Request for Information No. 2 – 03/02/22

Issued to: **Edward Kalina**
Engineering Solutions Team

Issued by: **Russ Wennerstrom / Ben Rugaard**
E.P. Doyle & Son, LLC

Information requested as follows:

1. After reviewing Addendum #1, the newly added sheet T-1 provided by Medlin shows 54 total floor boxes, however the electrical power drawing E2 only shows 11. Are we to base our counts on sheet E2 or T-1? If we are to use the quantities on T-1, please provide updated drawings to show appropriate circuit numbers and quantities.
2. On Sheets E2 and T-1 the receptacle locations/quantities between the two are conflicting. Please confirm which drawing we are to base our quantities.
3. The Pentegra sheets show more items in the ceilings than shown on the electrical drawings. Will the Electrical or Pentegra drawings govern?

NOTE: The following questions were submitted in RFI #1 but were not answered:

4. Please clarify whether material testing is to be provided by the contractor or the Owner.
5. There is conflicting information regarding Door F in office in Office #105 on sheet A1. The finish schedule shows this as a wood door in a hollow metal frame. Elevation 4-4 on sheet A6 shows this door be aluminum. The borrowed lite on Elevation 4-4 on sheet A6 is also shown as aluminum. The borrowed lite material/construction should be consistent with the adjacent door frame. Incidentally, the closet door and office door are reversed on the on Elevation 4-4 on sheet A6 as well. Please clarify the door, door frame and borrowed lite frame at this location.
6. Please confirm location for door mark K as shown on the door schedule on sheet A9.
7. Is it possible to extend the project completion date by one month to avoid conflicts with school project schedules?
8. The fire alarm and sprinkler notes on C1 refer to compliance with the Village of Gurnee ordinances. Please advise if this is correct.

RETURN WITH BID

Project Team Response to the E. P. Doyle RFI:

1. Floor boxes are as indicated on sheet E2 (8 boxes total).
2. E2 is correct.
3. Pentegra drawing govern.
4. Material Testing to be provided by the general contractor as indicated on sheet S2, Special Inspections.
5. Door "K" is indicated for Office # 105. This is an aluminum frame on the Door Schedule and on the elevations.
6. Door "K" is indicated for Office # 105.
7. Decision by owner.
8. Fire Alarm and Sprinkler to be in compliance with the Tri State Fire District requirements.

RoMASS – RFI:

RETURN WITH BID

From: Alexandru Mihailescu <alexm@romaas.com>
Sent: Tuesday, March 1, 2022 1:11 PM
To: Edward Kalina <ejk@engineeringsolutionsteam.net>
Cc: 'Nick Batistich' <nick@batisticharchitects.com>; rodica@romaas.com <rodica@romaas.com>
Subject: Village of Willowbrook - The Community Resource Center: Interior Build-Out - Detail 1/A2

Hello Edward. Is this detail 1/A2 at the new parapet wall? Please clarify. Thank you,

Alex Mihailescu
RoMAAS, Inc.
630-432-7368 Voice

From: sal@maceiron.com <sal@maceiron.com>
Sent: Tuesday, March 1, 2022 1:07 PM
To: 'Alexandru Mihailescu' <alexm@romaas.com>

Alex,
There is no clarification as to where detail 1/A2 applies.
Can you point that out for me?

Thanks,
Sal Cerdá

From: aflores [mailto:aflores@newageelectric.org]
Sent: Thursday, February 24, 2022 8:28 AM
To: Alexandru Mihailescu

Alex,
RFI's below, the other GCs may have already submitted them.
Is the building slab on grade?
Please confirm what NEC code does the AHJ enforce.
Please confirm the existing fire alarm system.
Please confirm the make/manufacturer for the existing panels.
Please confirm the feeder size for Panel A & B which are to be relocated to the warming kitchen.
Does the AHJ have a preference for shared or dedicated neutrals for branch power, excluding lighting?
The ceiling appears to be non-plenum. Please confirm if non-plenum cable in J-hooks/bridal rings is acceptable for Structural Cabling, Fire Alarm, & AV.
Do you need us to include the T-stat back boxes and conduit stub-up.
Is this open spec. for the Lighting Controls?
Is there specific contact we should be reaching out to at Medlin? Is the owner or general carrying this subcontractor?

Thank you,



Alfred V Flores | CEO / President
3946 Clinton Ave | Stickney, IL 60472
M: 312.40.4317
www.newageelectric.org

Project Team Response to the RoMASS RFI:

- Detail 1/A2 is indicated on floor plan, sheet A1, at the new pylon, existing wall connection.
- As indicated on every sheet, "Do not scale drawings. Contractor shall verify all plan dimensions and conditions on the job and shall immediately notify the architects, in writing, of any discrepancies before proceeding with the work or be responsible for same."
- Electrical per New Age Electric LLC
- The building is slab on grade.
- NEC 2017 is indicated on Cover Page, C1.
- New Fire Alarm system is required per Cover Page, C1.
- Make / manufacturer of existing panels to be field verified by contractor.
- Entire electrical service to be relocated approximately 3 feet along the East wall.
- Shared or dedicated neutrals for branch power to be verified with AHJ.
- Ceiling is non plenum.
- Electrician to provide back boxes and stub ups T-stats.
- Yes, open spec. for lighting controls.
- Medlin contact is Jay Medlin, Medlin Inc.

ACKNOWLEDGEMENT:

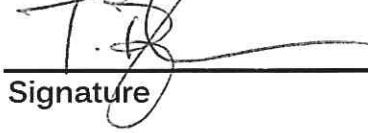
We have received and reviewed the Addendum #2.

E. P. Doyle & Son, LLC

Company

Timothy M. Doyle

Name/Title



Signature

March 10, 2022

Date