

## 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, FEBRUARY 27, 2023 AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

**THE VILLAGE WILL BE OFFERING A ZOOM WEBINAR FOR THE MEETING TO ALLOW MEMBERS OF THE PUBLIC TO ATTEND BY VIDEO OR AUDIO IF DESIRED. 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: 878 6366 0766**

**Written Public Comments Can Be Submitted By 6:15 P.M. on February 27, 2023, to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us)**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. [Minutes - Board of Trustees Regular Meeting February 13, 2023](#) (APPROVE)
  - c. [Minutes - Board of Trustees Special Meeting - Committee of the Whole - February 13, 2023](#) (APPROVE)
  - d. [Warrants \\$320,201.45](#)
  - e. POSTPONEMENT TO THE 3/13/23 VILLAGE BOARD OF TRUSTEES AGENDA -A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE SUBMISSION OF A REQUEST TO BECOME A MEMBER OF THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION ("SEASPAR")

## NEW BUSINESS

6. [RESOLUTION NO. \\_\\_\\_\\_\\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH KLOEPFER CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND UTILITY SERVICES FOR THE VILLAGE OF WILLOWBROOK](#) (ADOPT)

7. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH FALCO'S LANDSCAPING, INC. TO PROVIDE SPOILS HAULING SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)
8. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING THE PROPOSAL, AWARDED A CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE, AN AGREEMENT WITH RAG'S ELECTRIC, INC. TO PROVIDE STREETLIGHT MAINTENANCE SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)
9. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING AND AWARDED A CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST TO AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO PROVIDE TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES TO THE VILLAGE OF WILLOWBROOK (ADOPT)
10. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED "CLASSIFICATIONS," AND SECTION 3-12-19 ENTITLED "HOURS" OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS. (PASS)

PRIOR BUSINESS

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

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, FEBRUARY 13, 2023, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

THE VILLAGE WILL BE OFFERING A ZOOM WEBINAR FOR THE MEETING TO ALLOW MEMBERS OF THE PUBLIC TO ATTEND BY VIDEO OR AUDIO IF DESIRED. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

***Note: Minutes created from meeting agenda, Clerk's notes, and PowerPoint presentation, due to distortion of audio recording.***

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Village Clerk Deborah Hahn, Mayor Frank Trilla, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Village Attorney Thomas Bastian, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

PRESENT BY ZOOM: Trustee Gregory Ruffolo

- a. MOTION - Motion to Allow Trustee Ruffolo to Attend the Meeting Remotely. (PASS)

MOTION: Made by Trustee Neal and seconded by Trustee Davi to approve the Omnibus Vote Agenda as presented.

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

MOTION DECLARED CARRIED

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked a resident present at the meeting, Robert "Bobby" Verdiem, to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Present at the meeting, were residents concerned with the proposed changes from membership within the Gateway Special Recreation Association (Gateway) program to membership within the SEASPAR (Southeast Association for Special Parks and Recreation) program.

Among those who spoke were Peggy Reyer and daughter Susie, Robert "Bobby" and Caryn Verdiem, and Ryan Thomas. The speakers were all current, long-term participants of the Gateway program or family members.

Among the points raised and concerns expressed were:

- Stress of change to current participants
- Individuals' reliance on and need for the programs
- Strength of bonds already created with other Gateway participants and staff
- Prohibitive costs of the new programs
- Travel difficulties and increased cost to access the new programs

Mayor Trilla thanked the residents for coming forward and offering their opinions and suggested that perhaps the motion on tonight's agenda be tabled for the time being.

Director Kleefisch provided a summary of the Gateway program and indicated its structure was not good for long term planning. The program has staffing issues. He offered to speak one-on-one with affected Willowbrook families to provide information and clarification on the new program. He emphasized the change was being made to increase staffing and programs available to residents.

Mayor Trilla assured the group that the Village wants to provide the best possible services to its residents and staff will regroup to come up with answers and alternatives.

#### OMNIBUS VOTE AGENDA

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

#### 5. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting January 23, 2023 (APPROVE)
- c. Minutes - Board of Trustees Special Meeting - Committee of the Whole January 23, 2023 (APPROVE)
- d. Warrants \$429,645.85
- e. MOTION - A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE - WEST SUBURBAN SYMPHONY SOCIETY (PASS)
- f. RESOLUTION NO.23-R-06- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING THE VILLAGE OF WILLOWBROOK COMMUNICATION POLICY (ADOPT)



e. RESOLUTION NO. 23-R-07- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING A VILLAGE OF WILLOWBROOK EMPLOYEE HANDBOOK (ADOPT)

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

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to approve the Omnibus Vote Agenda as presented.

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO.22-R-08- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDED CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT THE VILLAGE OF WILLOWBROOK COMMUNITY RESOURCE CENTER (ADOPT)

Mr. Arteaga presented the information on this resolution.

With the opening of the CRC (Community Resource Center) in the coming weeks, staff determined that it would be logical for the Village's current custodial services vendor to provide cleaning services to the CRC facility as well.

The CRC will not host daily public events, so, it was determined that the CRC required custodial services only twice a week compared to the weekday daily services provided to the Village Hall and Police Department.

The amended contract increases the total contract cost from \$88,020 to \$111,060 and from \$29,340 to \$37,020 annually. As part of this amended contract, monthly custodial costs will increase from \$2,445 to \$3,085. The custodial services start date for CRC cleaning is to be determined and will be based on when the facility starts to host public events.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 23-R-08 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 23-R-09- A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE SUBMISSION OF A REQUEST TO BECOME A MEMBER OF THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION ("SEASPAR") (ADOPT)

Trustee Mistele suggested that the submission of a request to join SEASPAR be tabled or postponed in view of the questions raised by residents at this evening's meeting.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to table the adoption of Resolution 23-R-09 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal thanked Dustin.

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.

11. ATTORNEY'S REPORT

Attorney Bastien had no report.

12. CLERK'S REPORT

Clerk Hahn had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

5 ILCS 120/2(11) - Probable or threatened litigation.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adjourn the Regular Meeting and recess to closed session at the hour of 7:07 p.m.

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

MOTION DECLARED CARRIED

Meeting adjourned and recessed into Closed Session.

16. ADJOURNMENT

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2023.

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, FEBRUARY 13, 2023 AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

THE VILLAGE WILL BE OFFERING A ZOOM WEBINAR FOR THE MEETING TO ALLOW MEMBERS OF THE PUBLIC TO ATTEND BY VIDEO OR AUDIO IF DESIRED. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

***Note: Minutes created from meeting agenda, Clerk's notes, and PowerPoint presentation, due to distortion of audio recording.***

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Village Clerk Deborah Hahn, Mayor Frank Trilla, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan, and Public Works Foreman AJ Passero.

Absent: None

Attended the meeting remotely: Trustee Greg Ruffolo.

A QUORUM WAS DECLARED

MOTION TO APPROVE - A MOTION TO ALLOW TRUSTEE RUFFOLO TO ATTEND REMOTELY.

MOTION: Made by Trustee Neal and seconded by Trustee Davi to allow Trustee Ruffolo to attend remotely.

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

MOTION DECLARED CARRIED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Davi to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

None present and no written comments were received.

5. PRESENTATION - PRESENTATION OF THE 2023-2028 PARKS AND RECREATION DEPARTMENT MASTER PLAN

Mayor Trilla asked the Director of Parks and Recreation to present the information.

Director Kleefisch stated, as the Board is aware, the Master Plan for the Parks department is a critical document for the Village as it sets the direction for programming and facilities for the next five years. After discussions with Administrator Halloran and Mayor Trilla, staff felt that it was in the best interest of the Village to undertake the development and writing of the next Master Plan document for 2023-2028.

In 2011 and 2017, the Village contracted with Design Perspectives Inc. to produce the 2012-2017 Master Plan and the 2018-2022 Master Plan. From the 2012-2017 Master Plan, significant developments were implemented, such as the Willow Pond and Waterford Park improvement projects. However, the Master Plan from 2018-2022 was interrupted after the Sterigenics event; and as a result, much of the plan had become irrelevant and antiquated. After analyzing both documents, there were many generalities in the documents that pertain to the recreation field.

The goal in this endeavor is to create a personalized and professional document that can articulate the important aspects of the Village's operations with the recreational interest and needs of the community. Therefore, since Director Kleefisch was hired, he has been working on assessing and evaluating the park system within the Village and evaluating programming and special events to ascertain a professional opinion on the Department's operations and potential.

Furthermore, the Master Plan is a living document that identifies strengths and weaknesses within the parks and prioritizes projects and interest to meet the needs of the community. During the next five years, this document will be a guide to the direction and priority of projects; along with establishing a comprehensive timeline and properly allocating resources. At the end of the five-year duration, the Master Plan will need to be updated to reflect the changes in community interest, needs, and trends.

There are several components that comprise the Master Plan document. Two major components of the Master Plan document are the community survey and comprehensive park analysis plan. These components provide most of the data that helps create the other sections of the document. The community survey is a critical component of this evaluation process because it incorporates feedback from the community.

From the community survey that was administered by aQity Research and Insights Inc, staff was able to identify several needs identified by the community, as well as where the Department needs to increase programming. The survey was administered via mail, email, by selected random household invitation. There was a total of 315 respondents, who answered 30 multiple choice questions. A summary of the results are as follows:

- Overall, 74% of residents had a favorable opinion of the Department, while only 6% had a negative opinion. However, 25% of residents were not familiar enough with the Department to offer a rating.
- 95% of respondents believe that parks and recreation help improve their property values
- 75% believe that the Department represents good value, while 7% rated the Department as a poor value.
- 75% of residents reported visiting a park within the last year, with 43% visiting Willow Pond, 35% visiting Waterford Park and 30% visiting Borse Memorial Park.
- Overall, residents stated a high satisfaction level with the parks at 87%, with 91% stating that safety satisfaction was a leading reason.
- Residents who have not visited a park in the past year attributed that to the following reasons: 54% did not have children under the age of 18 in their household, 48% lack awareness of the department and parks, 32% were too busy.
- In terms of outdoor facilities and amenities 92% are interested in walking and biking paths/trails. 48% are interested in an outdoor concert/movie space, 47% were interested in outdoor flushable restrooms, 38% in playground equipment, 30% interested in pickleball courts, and 28% interested in a large pavilion for group events
- When asked if these interest areas were being met by the Village, the biggest gaps in service were shown with pickleball courts, walking and biking paths/trails, concert/movie area, outdoor restrooms, and a large pavilion for groups.
- From a programming/event need and interest perspective the largest demand was for family/community special events at 55%, adult programs for ages 65+ at 45%, adult non-sports activities at 43% as well as athletic programs for adults 19+ at 41%
- The largest area in service gaps for programming included Pre-K/Early Childhood programs, family and community events, adult programs for ages 65+ and adult sport programs.
- When asked how frequently residents would like to participate in programming they responded once a month to once a week.
- The preferred method of receiving information is the program guide at 46% or Village Website at 28%. Facebook was the top social media platform at 5%

In summary, the department has a positive standing and image within the community. With the results from the survey, the actions and plans created by staff were validated, specifically the recommendation for the Borse Park Improvement Project and the Midway Park Improvement Project. That is a tremendously positive aspect that the self-evaluation done by staff and elected officials was confirmed through community survey results.

The comprehensive park analysis plan is a systematic, non-biased, evaluation metric that scores a parks qualitative and quantitative impact on the community. Each park is graded by the number of amenities it has, their quality, and the recreational opportunities they present to the community. The purpose for this evaluation is to create a priority list and scale of importance for each park. That analysis and evaluation helps staff determine and plan how to properly allocate resources that will make the largest impact on the community's recreational opportunities.

The Master Plan is comprised of six sections:

- Section One: Parks and Recreation Department overview
- Section Two: Finances
- Section Three: Recreation Programs and Services
- Section Four: Park Site Analysis
- Section Five: Parks and Recreation Development Issues
- Section Six: Project Identification and Strategy.

Many of these sections go into detail regarding the community survey responses, history, demographics, needs and interests, park conditions, programming available from the department, financials, along with park evaluation and project identification. These sections provide transparent documentation for the community on what the Department will do in the coming years. In addition, it serves as a community tool for the public so that during public meetings it can be referenced as a motivating factor for the Village's actions.

Feedback and response from the community is critical during this evaluation process to accurately identify and represent the community needs, interest, and facility uses.

## 6. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to adjourn the Special Meeting at the hour of 6:08 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.

\_\_\_\_\_, 2023.

\_\_\_\_\_  
Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

February 27, 2023

GENERAL CORPORATE FUND	-----	\$	68,545.94
WATER FUND	-----	\$	85.12
CAPITAL PROJECT FUND	-----	\$	234,546.29
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	502.00
17 SERIES 2022 BOND	-----	\$	16,522.10
TOTAL WARRANTS	-----	\$	320,201.45

Michael Rock, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
02/27/2023	APCH	99819	AQITY RESEARCH & INSIGHTS, INC.	CONTINGENCIES	490-799	10	6,016.67
02/27/2023	APCH	99820	ASPEN AUTO BODY INC.	MAINTENANCE - VEHICLES	630-409	30	1,070.80
02/27/2023	APCH	99821	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	1,012.00
02/27/2023	APCH	99822	BILL KAY CHEVROLET	MAINTENANCE - VEHICLES	630-409	30	209.95
02/27/2023	APCH	99823	BLAKE HUNTLEY	UNIFORMS	630-345	30	134.99
02/27/2023	APCH	99824	CASE LOTS, INC	BUILDING MAINTENANCE SUPPLIES	466-351	10	1,855.85
02/27/2023	APCH	99825	CDW GOVERNMENT, INC.	OPERATING EQUIPMENT	630-401	30	220.76
02/27/2023	APCH	99826	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	810-302	40	391.00
02/27/2023	APCH	99827	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	15.46
02/27/2023	APCH	99828*#	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40	899.00
02/27/2023	APCH	99829	CODE ENFORCEMENT REPRESENTATIVES	CODE ENFORCE INSPECTION	830-119	40	153.00
02/27/2023	APCH	99830#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES	455-201	10	67.19
				PHONE - TELEPHONES	630-201	30	67.19
				CHECK APCHK 99830 TOTAL FOR FUND 01:			134.38
02/27/2023	APCH	99831	DUPAGE MAYORS AND MGRS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	325.00
02/27/2023	APCH	99834	EVT TECH	MAINTENANCE - VEHICLES	630-409	30	2,511.30
02/27/2023	APCH	99835	GATEWAY SRA	SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	20,834.75
02/27/2023	APCH	99836	JAMES MARTINO	UNIFORMS	630-345	30	900.00
02/27/2023	APCH	99837	JODY WEGRZYNSKI	FUEL/MILEAGE/WASH	455-303	10	60.92
02/27/2023	APCH	99838	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
02/27/2023	APCH	99839	LAW ENFORCEMENT RECORDS MNGRS IL	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	100.00
02/27/2023	APCH	99840	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	16,011.17
				FEES - VILLAGE ATTORNEY	470-239	10	2.00
				FEES - VILLAGE ATTORNEY	470-239	10	4.10
				FEES - VILLAGE ATTORNEY	470-239	10	616.00
				FEES - VILLAGE ATTORNEY	470-239	10	5,435.71
				FEES - SPECIAL ATTORNEY	470-241	10	880.00
				FEES - LABOR COUNSEL	470-242	10	33.00
				FEES - LABOR COUNSEL	470-242	10	72.60
				FEES - LABOR COUNSEL	470-242	10	77.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				CHECK APCHK 99840 TOTAL FOR FUND 01:			23,131.58
02/27/2023	APCH	99841	LORI RINELLA	FUEL/MILEAGE/WASH	630-303	30	15.57
				UNIFORMS	630-345	30	87.28
				CHECK APCHK 99841 TOTAL FOR FUND 01:			
02/27/2023	APCH	99842	MAGNUM ELECTRONICS, INC.	OPERATING EQUIPMENT	630-401	30	175.20
02/27/2023	APCH	99843	MATTHEW VANDERJACK	UNIFORMS	630-345	30	218.24
02/27/2023	APCH	99844	METRO REPORTING SERVICE LTD.	FEES - COURT REPORTER	520-246	15	588.00
02/27/2023	APCH	99845	MOTOROLA SOLUTIONS INC	OPERATING EQUIPMENT	630-401	30	670.10
02/27/2023	APCH	99847	NICHOLAS VOLEK	UNIFORMS	630-345	30	427.01
02/27/2023	APCH	99848	NOVOTNY ENGINEERING	ENGINEERING SERVICES	820-262	40	138.75
02/27/2023	APCH	99849	OCCUPATIONAL HEALTH CENTERS	EXAMS - PHYSICAL	440-543	07	368.00
02/27/2023	APCH	99850	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	15.00
02/27/2023	APCH	99851	ORKIN EXTERMINATING	FEES/DUES/SUBSCRIPTIONS	630-307	30	103.63
				FEES/DUES/SUBSCRIPTIONS	630-307	30	103.63
				CHECK APCHK 99851 TOTAL FOR FUND 01:			
02/27/2023	APCH	99852	PETER MILETIC	ACTIVE ADULT PROGRAM	590-517	20	250.00
02/27/2023	APCH	99853	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	630-311	30	547.17
02/27/2023	APCH	99854	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	124.13
02/27/2023	APCH	99856	STREET COP TRAINING	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	225.00
02/27/2023	APCH	99857	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	209.91
02/27/2023	APCH	99858	TULIP TIME FESTIVAL	ACTIVE ADULT PROGRAM	590-517	20	3,220.00
02/27/2023	APCH	99859	VERIZON WIRELESS	PHONE - TELEPHONES	630-201	30	33.93
02/27/2023	APCH	99860	WAREHOUSE DIRECT	OFFICE SUPPLIES	455-301	10	418.11
02/27/2023	APCH	99861	WESTERN FIRST AID & SAFETY	BUILDING MAINTENANCE SUPPLIES	466-351	10	125.45
				BUILDING MAINTENANCE SUPPLIES	466-351	10	134.42
				CHECK APCHK 99861 TOTAL FOR FUND 01:			
02/27/2023	APCH	99862#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	35.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	35.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				CHECK APCHK 99862 TOTAL FOR FUND 01:			70.00
				Total for fund 01 GENERAL FUND			68,545.94

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
02/27/2023	APCH	99818	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	85.12
				Total for fund 02 WATER FUND			85.12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
02/27/2023	APCH	99832	E.P. DOYLE & SON, LLC	COMMUNITY CENTER CONSTRUCTION	600-326	55	231,591.19
02/27/2023	APCH	99846	N. BATISTICH ARCHITECTS	COMMUNITY CENTER CONSTRUCTION	600-326	55	2,737.50
02/27/2023	APCH	99855	SIGNS NOW	COMMUNITY CENTER CONSTRUCTION	600-326	55	217.60
				Total for fund 10 CAPITAL PROJECT FUND			234,546.29

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
02/27/2023	APCH	99833	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	234.00
				LEGAL FEES	401-242	15	268.00
				CHECK APCHK 99833 TOTAL FOR FUND 15:			502.00
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			502.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount		
Fund: 17 SERIES 2022 BOND									
02/27/2023	APCH	99828*#	CHRISTOPHER B. BURKE	EXECUTIVE DRIVE PROJECT	540-427	85	15,915.70		
				EXECUTIVE DRIVE PROJECT	540-427	85	606.40		
				CHECK APCHK 99828 TOTAL FOR FUND 17:					<div></div> 16,522.10
				Total for fund 17 SERIES 2022 BOND					16,522.10
TOTAL - ALL FUNDS							320,201.45		

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

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

# VILLAGE OF WILLOWBROOK

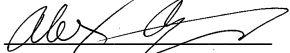
## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY


**ITEM TITLES:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH KLOEPFER CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND UTILITY SERVICES FOR THE VILLAGE OF WILLOWBROOK

**AGENDA NO. 6****AGENDA DATE: 02/27/2023**

**STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE: 

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

**RECOMMENDED BY:** Sean Halloran, Village Administrator SIGNATURE: 

**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒

**BACKGROUND/DISCUSSION**

The Village has contracted for emergency repair services for Village owned water mains and other utility structures. In prior years, the Village requested services on an informal basis, which required contacting several vendors and collecting quotes for specific services.

On December 13, Village staff released RFP #008 for Emergency Contractual Assistance Services. Bids for this RFP were due by January 12. The RFP was sent to eight vendors in total with Kloepper Construction being the only vendor to submit a bid. This is the first time in Village history that an Emergency Contractual Services contract was sought while utilizing the Village of Willowbrook's Purchasing Policy.

The scope of work for this contract includes emergency assistance for water main and sewer repairs requiring excavating. Kloepper Construction provided reputable references. Following conversations with Kloepper Construction representatives and a review of their references, Village staff are confident that the selected vendor will provide quality services to the Village.



Below is the pricing table for 2023, 2024, and 2025 services as provided by Kloefer Construction:

Equipment/ Laborer	2023 Pricing	2023	2024 Pricing	2024	2025 Pricing	2025
	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)	Mobilization Costs	Response Time (hours)
Small backhoe + operator	\$190	1-2	\$195.70	1-2	\$201.57	1-2
Large backhoe + operator	\$190	1-2	\$195.70	1-2	\$201.57	1-2
Single axle dump truck + driver	\$150	1-2	\$154.50	1-2	\$159.14	1-2
Tandem axle dump truck + driver	\$150	1-2	\$154.50	1-2	\$159.14	1-2
Semi dump truck + driver	\$175	1-2	\$180.25	1-2	\$185.66	1-2
Trench Box	\$33.18	1-2	\$33.18	1-2	\$33.18	1-2
Laborer	\$125	1-2	\$128.75	1-2	\$132.61	1-2
Foreman	\$125	1-2	\$128.75	1-2	\$132.61	1-2
Average	\$142.27	1-2	\$146.42	1-2	\$150.69	1-2

### STAFF RECOMMENDATION

Staff recommends adopting the resolution to approve the execution of a contract with Kloefer Construction for emergency contractual assistance services to be provided during 2023, 2024, and 2025.

**ACTION PROPOSED:** Adopt the Resolution.

Equipment/Laborer	1/1/23 to 12/31/23	1/1/23 to 12/31/23	1/1/24 to 12/31/24	1/1/24 to 12/31/24	1/1/25 to 12/31/25	1/1/25 to 12/31/25
	Mobilization Costs	Response time (hours)	Mobilization Costs	Response time (hours)	Mobilization Costs	Response time (hours)
Small Back Hoe + Operator	\$ 190.00	1-2 hours	\$ 195.70	1-2 hours	\$ 201.57	1-2 hours
Large Back Hoe + Operator	\$ 190.00	1-2 hours	\$ 195.70	1-2 hours	\$ 201.57	1-2 hours
Single Axle Dump Truck + Driver	\$ 150.00	1-2 hours	\$ 154.50	1-2 hours	\$ 159.14	1-2 hours
Tandem Axle Dump Truck + Driver	\$ 150.00	1-2 hours	\$ 154.50	1-2 hours	\$ 159.14	1-2 hours
Semi Dump Truck + Driver	\$ 175.00	1-2 hours	\$ 180.25	1-2 hours	\$ 185.66	1-2 hours
Combination Rodder/Vacum Truck + Operator	NA	NA	NA	NA	NA	NA
Trench Box	\$ 33.18	1-2 hours	\$ 33.18	1-2 hours	\$ 33.18	1-2 hours
Laborer	\$ 125.00	1-2 hours	\$ 128.75	1-2 hours	\$ 132.61	1-2 hours
Foreman	\$ 125.00	1-2 hours	\$ 128.75	1-2 hours	\$ 132.61	1-2 hours
Average	\$ 142.27	1-2 hours	\$ 146.42	1-2 hours	\$ 150.69	1-2 hours

Hours

\$ 30,400.00

\$ 30,400.00

\$ 24,000.00

\$ 24,000.00

\$ 28,000.00

\$ 5,308.80

\$ 20,000.00

\$ 20,000.00

**\$ 182,108.80**

Minimum # of Hours charged per overtime	4
--	---

Avg hours per emergency

4

Number of emergencies

40

Total Number of Hours  
needed

160

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH KLOEPFER CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND UTILITY SERVICES FOR THE VILLAGE OF WILLOWBROOK**

---

**WHEREAS**, the Village solicited sealed proposals from contractors for the performance of emergency underground utility services within the Village (the “Project”); and

**WHEREAS**, the proposals received were publicly opened, examined and declared by officials of the Village of Willowbrook on January 12, 2023 at 11:00 a.m.; and

**WHEREAS**, of the proposals received and opened, the apparent lowest responsible bidder to submit a proposal for the Project was Kloefer Construction, Inc. (“Kloefer”); and

**WHEREAS**, based upon Kloefer’s Proposal, the corporate authorities of the Village have determined that it is in the best interest of the Village to award a contract to Kloefer for the Project.

**NOW, THEREFORE, BE IT RESOLVED**, 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 Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2:** That certain proposal for the Project submitted by Kloefer Construction, Inc. is hereby accepted and approved.

**SECTION 3:** That certain contract to perform emergency underground utility services by and between Kloefer Construction, Inc. and the Village of Willowbrook, a copy of which is attached hereto as Exhibit “A”, and made a part hereof, is hereby approved.

**SECTION 4:** The Mayor of the Village of Willowbrook is hereby authorized and directed to execute, and the Village Clerk is hereby directed to attest to the Agreement, attached hereto as Exhibit “A”, all on behalf of the Village of Willowbrook.

**SECTION 4:** This Resolution 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 27<sup>th</sup> day of February, 2023 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**CONTRACT FOR EMERGENCY UNDERGROUND UTILITY SERVICES**

**Village of Willowbrook**  
**Contract For**  
**Emergency Underground Utility Services**

Full Name of Bidder: Kloepper Construction, Inc. ("Bidder")

1607 Techny Road, Northbrook, IL 60062

Contact Person: Jeremy Kloepper Phone: 847-272-6101

TO: Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527  
Attn: Alex Arteaga, Assistant to the Village Administrator

*Bidder warrants and represents that Kloepper Construction, Inc. has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addendum No. One, which is securely stapled to the end of this contract, and which is incorporated herein and made a part hereof by specific reference, as if fully restated herein.*

**1. Work Proposal**

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and the Village of Willowbrook's ("Owner") written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work".

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Underground Utility Repair Services;

2. Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance Procure and furnish all bonds and all insurance certificates specified in this Contract;

4. Taxes Pay all applicable federal, state, and local taxes;

5. Miscellaneous Do all other things required of Bidder by this contract; and

6. Quality Provide, perform, and all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices, in full

compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials and supplies.

7. Engagement Term The Agreement shall be in effect for a one (1) year period from the date of the award. The Agreement may be renewed for one (1) additional one (1) year period, subject to acceptable performance by the Contractor, and by mutual agreement of the Village and the Contractor.
8. Annual Increases The Contractor may increase the rates and charges that comprise the Agreement Price each year on the anniversary of the Commencement Date by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Naperville-Elgin, IL-IN-WI Core Based Statistical Area issued by the United States Department of Labor between January 15<sup>th</sup> of the preceding year and January 15<sup>th</sup> of the current calendar year; provided, however, that no increase in the Agreement Price may exceed 2% of the previous year. The Contractor must provide the Village with written notice of proposed increase in the Agreement Price no later than 90 days prior to the anniversary of the Commencement Date.

B. Performance Standards If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the following specifications; Kloepper Construction, Inc. (the Contractor) will provide all necessary labor and equipment, to complete routine and emergency underground utility service repairs on an “as needed basis”. The Village may require the Contractor to perform repairs during regular hours, after work hours, weekends or on holidays.

No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers or vendors’ products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in it’s sole and absolute discretion.

C. Responsibility for Damage or Loss If this Contract is accepted, Bidder proposes and agrees that the Bidder shall be responsible and liable for and shall promptly and without charge to the Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, its employees and officials, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspecting/Testing/Rejection Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner’s judgement, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights and remedies, may require correction or replacement at Bidder’s cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder’s expense and risk.

E. Equipment and Staging. Contractor shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the Village. All staging locations for equipment for equipment and materials must be pre-approved by the Village. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the site.

F. Protection of Public and Private Property. The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the operations of the Contractor. Any practice determined to be hazardous in the opinion of the Village shall be immediately discontinued by the Contractor upon receipt of either verbal or written notice to discontinue such practice.

Closures to public streets and closure of off-street parking spaces shall only be permitted when prior arrangements have been made to the Village.

G. Response Time. The Village will contact the Contractor by phone after the decision to use the firm's services has been made. Upon being contacted, the Contractor shall inform the Village if its crew is available to perform the work. Upon notifying the Village that its crew is available, the Contractor must be on-site with all equipment and labor needed to perform the work within two (2) hours of being contacted by the Village, or upon a date and time mutually agreed upon by the Contractor and Village.

H. Work Hours. Work may be performed any hours requested by the Village, including weekdays, evenings, overnight hours, weekends, and holidays, as required.

I. Contractor's Representative. Contractor shall designate an individual who must be present, at all times, on the site and who will serve as the Contractor's authorized representative throughout the completion of the Work and who shall be readily available to respond to Village communications. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Contract Documents. This representative shall be subject to receive instructions and have full authority to execute the directions of the Village, without delay, and promptly supply any necessary labor, equipment, material, or incidentals to do so.

Contractor shall provide the Village with the name and after hour's phone number of the Contractor's representative who can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested to be present by the Village, then the Village shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges, incurred by the Village in doing so, shall be deducted from payments due the Contractor. Contractor shall immediately notify the Village in writing of any change in the identity and telephone number of the Contractor's representative.

## **2. Contract Price Proposal**

If this contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work, and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.



A. Schedule of Prices. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below incorporated into the Work located in Addendum "One".

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; **[and]**
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. Time of Payment. It is expressly understood and agreed that all payment shall be made in accordance with the following schedule:

An invoice mailed or delivered to the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 Attn: Sean Halloran, Village Administrator. Invoices will be processed for payment, and funds will be disbursed upon Village Board approval and in accord with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal. Contractor shall submit invoices as soon as possible after completion of Work. Invoices shall provide a detailed breakdown of the amount billed, including, job location, details of repair and all labor to complete the Work.

### **3. Contract Time**

If this contract is accepted, Bidder proposes and agrees that Bidder shall commence work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bond and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work between January 1<sup>st</sup>, 2023, and December 31<sup>st</sup>, 2023.

### **4. Financial Assurance**

A. Insurance If this contract is accepted, Bidder proposes and agrees that the Bidder shall provide certificate of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to the Owner and shall name Owner, including its council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance

coverage and limits shall be maintained at all times while providing, performing, or completing the Work are as follows:

**1. INSURANCE**

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$2,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

**B. BUSINESS AUTO LIABILITY INSURANCE**

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

### **C. WORKERS' COMPENSATION INSURANCE**

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

### **D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE**

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$5,000,000 bodily injury and property damage, combined single limit - each occurrence;
  - b) \$5,000,000 general aggregate other than products/completed operations and auto liability;
- and
- c) \$5,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us).

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.

3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.

4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.

5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.

6. The Contractor shall advise the Village via email to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.

7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:  
a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

B. Indemnification If this contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorney's fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

## **5. Firm Contract**

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

## **6. Bidder's Representations and Warranties**

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set for in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, the Contracts and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which hereby reserved unto Owner. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor, material, and equipment will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of substantial Completion.

B. Compliance with Laws The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state and local laws, orders and rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1, *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act This Contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* (the "Act"). A Copy of the Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies, and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designed National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this

transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of any such person, group, entity or nation.

E. Qualified Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

## **7. Acknowledgements**

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights Owner reserves the right to reject any and all proposals, reserves the right to reject the low-price proposal, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance If this Contract is accepted, Bidder shall be bound by each and every item, term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability The provisions of this Contract/Proposal shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this contract, nor any interest herein, shall be assigned or Subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

**Village of Willowbrook**

By: \_\_\_\_\_  
Frank A. Trilla, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**Kloepfer Construction, Inc.**

By: \_\_\_\_\_

**It's: President and duly authorized agent**

Date: \_\_\_\_\_

## ADDENDUM “ONE”



# REQUEST FOR PROPOSAL

FOR EMERGENCY CONTRACTUAL ASSISTANCE

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: December 13, 2022

Due: January 12, 2023, 11:00 a.m.

### **LEGAL NOTICE**

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:00 a.m. local time on January 12, 2023, and then at said office publicly opened and read aloud for the following:

**RFP NO: 008**

### **RFP ON: EMERGENCY CONTRACTUAL ASSISTANCE**

The Village of Willowbrook seeks assistance from a highly qualified firm to provide emergency contractual assistance services for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before January 12, 2023 at 11:00 a.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

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

Questions pertaining to the project may be directed to Alex Arteaga [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) no later than January 3, 2023, by 5:00 p.m.

Alex Arteaga

Assistant to the Village Administrator

Village of Willowbrook

## Bid Pricing Table

### Village of Willowbrook – Emergency Contractual Assistance Mobilization Costs and Response Time

Equipment/Laborer	1/1/23 to 12/31/23	1/1/23 to 12/31/23	1/1/24 to 12/31/24	1/1/24 to 12/31/24	1/1/25 to 12/31/25	1/1/25 to 12/31/25
	Mobilization Costs	Response Time (Hours)	Mobilization Costs	Response Time (Hours)	Mobilization Costs	Response Time (Hours)
Small Back Hoe + Operator	\$ 190.00	1-2 hrs	\$ 195.70	1-2 hrs	\$ 201.57	1-2 hrs
Large Back Hoe + Operator	\$ 190.00	1-2 hrs	\$ 195.70	1-2 hrs	\$ 201.57	1-2 hrs
Single Axle Dump Truck + Driver	\$ 150.00	1-2 hrs	\$ 154.50	1-2 hrs	\$ 159.14	1-2 hrs
Tandem Axle Dump Truck + Driver	\$ 150.00	1-2 hrs	\$ 154.50	1-2 hrs	\$ 159.14	1-2 hrs
Semi Dump Truck + Driver	\$ 175.00	1-2 hrs	\$ 180.25	1-2 hrs	\$ 185.66	1-2 hrs
Combination Rodder/Vacuum Truck + Operator	\$ N/A	N/A	\$ N/A	N/A	\$ N/A	N/A
Trench Box	\$ 33.18	1-2 hrs	\$ 33.18	1-2 hrs	\$ 33.18	1-2 hrs
Laborer	\$ 125.00	1-2 hrs	\$ 128.75	1-2 hrs	\$ 132.61	1-2 hrs
Foreman	\$ 125.00	1-2 hrs	\$ 128.75	1-2 hrs	\$ 132.61	1-2 hrs
Average						

1. Please provide the hours for which premium time, double time, and holiday time are paid (e.g., Weekdays from 4:00 pm to 7:00 am, Saturdays, Sundays)

Straight Time - M-F 7:00 AM to 5:00 PM - After 5:00 OT  
Saturday - Overtime  
Sunday & Holidays - Double Time

2. Please provide the minimum number of hours that you will charge per overtime callout:

4 Hours



## SUBMISSION INFORMATION

Village of Willowbrook  
835 Midway Dr  
Willowbrook, IL 60527

INVITATION: #008  
BID OPENING DATE: January 12, 2023  
TIME: 11:00 A.M. Local Time  
LOCATION: Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB or compact disc)

## REQUEST FOR PROPOSAL INFORMATION

Company Name: Kloepfer Construction, Inc.  
Address: 1607 Techny Road; Peak Building  
City, State, Zip Code: Northbrook, IL 60062

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: \_\_\_\_\_% \_\_\_\_\_ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items below (Exhibit A), subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [Signature] Company Name: Kloepfer Construction, Inc.

Typed/Printed Name: Jeremy Kloepfer Date: 1-10-2023

Title: President Telephone Number: 847-272-6101

E-mail: jkloepfercons@gmail.com Fax Number: 847-919-4650

## PROJECT SPECIFICATIONS

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### 1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the "Village", 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 48 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

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Emergency contractual assistance for water main and sewer repairs requiring excavating.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

This RFB requests hourly rates and mobilization rates for labor and equipment. The cost to dispose of spoils from utility work is not part of this RFB and the cost of materials (CA-7 Crushed Aggregate Stone, Pulverized Top Soil, etc.) is also not part of this RFB. The transportation and/or disposal of spoils, and the transportation and/or cost of materials will be discussed by the Municipality and the Contractor before the Contractor is hired to perform an emergency repair.

### 3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined above. Please provide a fee proposal as structured on page 3 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP but must provide a completed copy of page 3 of this RFP.

#### **4. AWARD**

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. 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 proposals.

#### **5. TERM OF AGREEMENT**

Services are expected to begin January 2023.

The term of this Agreement shall be three (3) years from the date of award. The Municipality reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Municipality's discretion. The awarded Contractor is permitted to ask for price revisions after the initial period shall be submitted at least ninety (90) 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.

The Municipality reserves the right to reject a proposed price increase and terminated the agreement.

At the end of any subsequent contract term, the Municipality 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 each Municipality; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

The Municipality reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

#### **6. SPECIFICATIONS**

See pages 20-26.

## 7. INVOICES AND PAYMENTS

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Attn: AJ Passero  
Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527

## 8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

DATE	ACTIVITY
December 13, 2022	Request for Proposals are advertised on the Village website.
January 3, 2023	Last day to submit questions and requests for clarification.
January 12, 2023	<p><b><i>Deadline for Proposal Submission. Proposals received after the date and time identified will be returned upopened.</i></b></p> <p><b>Submit One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by January 12, 2023 before 11:00 A.M. CST, to:</b></p> <p><b>Attn: AJ Passero</b></p> <p><b>Village of Willowbrook</b></p> <p><b>835 Midway Dr, Willowbrook IL 60527</b></p> <p><b>RFP # 008</b></p> <p><b>RFP ON: EMERGENCY CONTRACTUAL ASSISTANCE</b></p>
January 23, 2023	Potential Approval of Firm by Willowbrook Board of Trustees
TBD Based on Required Emergency Assistance	Services Start Date, no earlier than 1/1/2023.

## 9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us). Questions are required no later than 5:00 P.M. on January 3 2023.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

**The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.**



## INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

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### 1. ADDITIONAL INFORMATION

- A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposal openings will occur publicly, however proposals will be evaluated comprehensively by Village staff. Award will be based on the criteria set forth herein.
- B. Examination of Documents: Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractors failure or neglect to comply with these instructions.
- C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.
- D. Execution of Proposal: Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. Incurred Costs: The Village will not be liable in any way for any costs incurred by Contractor in replying to this Request for Proposal.

### 2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator's Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator's Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

### **3. WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

### **4. EVALUATION PROCESS**

The Village will apply the evaluation criteria specified herein in determining the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

- A. The Village receive written proposals as follows: One (1) original, one (1) copies, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.
- B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.
  - a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.
  - b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;

- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
  - iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.
- c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.
- C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

## **5. EVALUATION CONSIDERATION**

### **A. Responsiveness with Request for Proposals**

This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

### **B. Required Submittals**

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

### **C. Acceptability of Proposals**

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Unacceptable

<b>Grading Criteria Value</b>	
1.	Services Provided
2.	Qualifications and Experience of Firm
3.	References of Firm
4.	Proposal Pricing

### **1. Services Provided**

Rating will be based on an assessment of the Contractors' knowledge and understanding of the the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include the backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

### **2. Qualifications and Experience of Firm**

Provide a narrative describing the role of and introducing each key individuals or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

### **3. References of the Firm**

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum, five (5) project references with contact names, titles, telephone numbers, e-mail and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience on this type of project will receive fewer points.

#### **4. Proposal Pricing**

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.

## GENERAL TERMS AND CONDITIONS

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### 1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

### 2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product's price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

### 3. DOCUMENT OBTAINED FROM OTHER SOURCES

**The Village of Willowbrook is the only official source for proposal packages and supporting materials.** Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village will NOT re-release the project absent extraordinary circumstances.**

### 4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village's Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village

Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

## **5. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST**

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

## **6. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

## **7. HOLD HARMLESS**

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor's performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor's obligations under this Section 11 shall survive the expiration or termination of this Agreement.

## **8. RESERVATION OF RIGHTS**

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to

accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any 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 Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

#### **9. CHANGE IN STATUS**

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

#### **10. SUBCONTRACTORS**

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

#### **11. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor's Proposal Response.

#### **12. JURISDICTION, VENUE, CHOICE OF LAW**

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

#### **13. NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

#### **14. INDEPENDENT CONTRACTOR**

The Contractor is an independent Contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.



Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

Contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

#### **15. TERMINATION**

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor's default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

#### **16. NON APPROPRIATIONS**

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

#### **17. PROPERTY OF THE VILLAGE**

All documents, findings and work product produced as a result of these services shall become the property of the Village.

#### **18. EQUAL EMPLOYMENT OPPORTUNITY**

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

#### **19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("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 part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

## **20. AUDIT/ACCESS TO RECORDS**

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

## **21. PROTEST PROCEDURE**

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures are included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.

## **22. CONFIDENTIALITY**

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village's Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

## **23. RESPONSIBILITY OF CONTRACTOR**

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

## **24. EXCEPTIONS TO SPECIFICATIONS**

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Contractor on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

## **25. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

## **26. COMPETENCY OF CONTRACTOR**

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

## **SPECIFICATIONS & PROJECT TERMS AND CONDITIONS**

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### **1. INTENT**

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Emergency contractual assistance for water main and sewer repairs requiring excavating.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

This RFB requests hourly rates and mobilization rates for labor and equipment. The cost to dispose of spoils from utility work is not part of this RFB and the cost of materials (CA-7 Crushed Aggregate Stone, Pulverized Top Soil, etc.) is also not part of this RFB. The transportation and/or disposal of spoils, and the transportation and/or cost of materials will be discussed by the Municipality and the Contractor before the Contractor is hired to perform an emergency repair.

### **2. DETAILED REQUIREMENTS**

The Village of Willowbrook is seeking proposals to provide emergency contractual assistance for water main and sewer repairs requiring excavation. The primary work responsibilities will focus on the excavation and repair of underground water mains and sewers throughout the year. The work will be based upon the hourly labor/equipment and mobilization rates. The bid proposal will be based on the average labor/equipment rates added to the average mobilization costs.

### **3. SCOPE OF WORK**

Since work will be of an emergency nature and vary on each occasion, the Municipality and the Contractor shall attempt to define the purpose, methods and safety constraints of the work prior to mobilization and refine as necessary before commencement and during progression of the work.

### **4. MOBILIZATION, CREW SIZE, AND EQUIPMENT**

Mobilization shall include all costs associated with activation of contractor's equipment and labor resources, preparatory work and operations necessary for the movement of personnel, equipment, material, supplies, and incidentals to the work site and the return of same to the Contractor's base of operations.

Prior to mobilizing and to the extent possible, the Contractor and the Municipality shall agree upon the equipment and personnel necessary to perform the work. Equipment shall include all attachments (buckets, concrete breaker) required to perform the work and the Municipality shall not be charged any additional fees because the Contractor failed to bring the required personnel, equipment or equipment attachments to the job site. **Note, for Water Service Line**

repairs, a licensed plumber is required to be onsite when the work is performed by the awarded contractor. However, for Water Distribution System repairs, a licensed plumber is not required to be onsite for repairs.

## **5. RESPONSE TIME**

The Municipality will contact the Contractor by telephone to request that it undertake a repair. Upon being contacted, the Contractor shall inform the Municipality if it is available to undertake the repair. Upon informing the Municipality that it is available to undertake the repair, the Contractor shall be on site and working on the repair (with all agreed upon pieces of equipment and employees) within a maximum time of two hours, or sooner as indicated on the bid proposal.

## **6. RESPONSIBILITY OF THE CONTRACTOR**

The Contractor shall provide all mobile equipment, safety equipment, shoring, basic traffic control/barricading and lighting to accomplish the work. The Contractor shall also be responsible for large scale traffic control or road closure measures, unless separately agreed to by the Municipality and the Contractor.

## **7. CONTRACTOR'S OBLIGATION**

The Contractor shall continue work until the agreed upon work objectives are completed, unless directed otherwise by the Municipality, or unless safety or legal concerns dictate otherwise. If, in the Contractor's opinion such safety or legal concerns require Contractor to cease work, Contractor shall submit such opinion in writing to the Municipality. In this event Contractor shall make every reasonable effort to maintain work site in safe and orderly condition until Contractor's concerns are reviewed and responded to by the Municipality.

## **8. HOURLY RATE**

Labor and equipment hourly rates shall commence at the time of arrival of the Contractor's equipment and personnel at the worksite and cease upon Contractor's equipment and personnel leaving the site. The Municipality and the Contractor shall record and jointly sign off on arrival and departure times. The Contractor shall begin work as soon as safety and operational preparedness allow.

## **9. TIME LOST AND DELAYS**

The Contractor shall not be responsible for time lost due to delays in utility location or other delays required for the Municipality or other parties to secure the work site. The Municipality shall not be responsible for any time lost due to mechanical breakdown or maintenance requirements of Contractor's equipment.

In the event that for a particular situation the Municipality and Contractor agree that arrival or departure times are not suitable for commencement or cessation of labor, such agreement shall be recorded and jointly signed off.

## **10. CESSATION OF OPERATIONS**

The Municipality may at its sole discretion require the Contractor to cease operations of any or all of Contractor's personnel or equipment, provided that safety is not compromised. If in

Contractor's opinion such cessation may have undesirable consequences in terms of the ultimate goal of the work, Contractor shall submit such opinion in writing to the Municipality. In any event, the Contractor shall be provided reasonable time to disengage from the work in a manner that will not cause harm to Contractor's personnel or equipment.

#### **11. ASSISTANCE BY MUNICIPAL WORKFORCE**

The Municipality may elect to engage their work force work with those of the Contractor; provided Contractor is satisfied that such cooperation will not hinder work progress or safety.

#### **12. MATERIALS AND SUPPLIES**

The Contractor may be asked to provide all reasonable supplemental supplies including all common repair items relevant to the type of work being performed. The Municipality, at their discretion, may choose to supply materials and repair parts, which will be clearly communicated to Contractor prior to commencing the work activity.

#### **13. EQUIPMENT AND MATERIAL STORAGE**

In the event that the repair/s are completed over a period exceeding one day, the Municipality, at their discretion, may provide secure parking for Contractors equipment and materials. The Municipality may or may not make parking available to Contractors, and this will be clearly communicated to Contractor upon their request.

#### **14. DESCRIPTION OF PROJECT**

The awarded Contractor will be called upon to perform repairs for emergency sewer and water main repairs on an "as-needed basis" when Willowbrook's Public Works crew is unavailable to perform the work. The Contractor shall provide all labor and equipment for these repairs.

The Municipality may require the Contractor(s) to perform repairs during regular hours, after hours, on weekend, or on holidays.

Over a one-year period (January 1st to December 31st), Willowbrook staff estimates that they will request Emergency Contractual Assistance thirty (30) times annually.

#### **15. PROTECTION FROM DAMAGE – PUBLIC & PRIVATE PROPERTY**

Contractor shall take all necessary precautions to prevent damage to areas adjacent to the site including the right of ways, trees and shrubs, lawns, curbs, walks, and other real or personal property. Contractor shall be solely responsible for any damage to public or private property caused as a result of the performance of the Work under this Agreement.

#### **16. REPORTS ON DELIVERED SERVICES**

The Contractor shall complete and furnish a report (along with its invoice) for each repair it performs for the Municipality. The Contractor's report shall include:

- A description of the repair work performed
- The date and time the Contractor was notified by the Municipality to undertake the repair
- The date and time the Contractor arrived at the repair location
- The date and time the Contractor completed the repair

- The date and time the Contractor made the sewer or water main fully operational (i.e., if different from the previous item)
- The type and model of each piece of equipment the Contractor used for the repair
- The positions of the Contractor's employees who performed the repair
- The materials supplied by the Contractor for the repair (if applicable)

Failure to provide a report as described above could result in a delay of payment or the termination of this Agreement.

## **17. PERMITS AND LICENSES**

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a Willowbrook business license. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in Willowbrook's Code of Ordinances.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

## **18. WORKING HOURS**

Work may be performed any hours requested by the Municipality, and include evenings, overnight hours, weekends, and holidays, as required by the individual Municipality.

## **19. RESPONSE TIME**

The Municipality will contact the contractor by phone after the decision to use the firm's services has been made. Upon being contacted, the contractor shall inform the Municipality if his/her crew is available to perform the work. Upon notifying that the Municipality that his/her crew is available, the contractor must be on site with all equipment and labor needed to perform the work within two (2) hours of being contacted by the Village.

## **20. CONTRACTOR'S REPRESENTATIVE & EMERGENCY NUMBERS**

A. Contractor shall designate an individual who must be present, at all times, on the site and who will serve as the Contractor's authorized representative throughout the completion of the Work and who shall be readily available to respond to Municipality communications. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Agreement Documents. This representative shall be subject to receive instructions and have full authority to execute the directions of the Municipality, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of a Municipality, in anything relating to the Work, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the Municipality, be at once discharged and shall not be employed again on any part of the Work without consent of the Municipality.

B. Contractor shall provide the Municipality with the name and phone number of the Contractor's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested to be present by the Municipality, then the Municipality shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges, incurred by the Municipality in doing so, shall be deducted from payments due the Contractor. Contractor shall immediately notify the Municipality in writing of any change in the identity and telephone number of the Contractor's representative.

## **21. EQUIPMENT**

Upon request, all equipment, parts or components not specifically mentioned in specifications shall be furnished by the successful Bidder to the Municipality indicating the items of equipment which the Bidder proposes to use on the project, together with a statement noting which of these items of equipment the Bidder owns, and separately those items which it does not own but is certain it will be able to rent or otherwise have access to use. Willowbrook may or may not make parking available to Contractors, and this will be clearly communicated to Contractor upon their request.

## **22. ADDITIONAL SAFETY STANDARDS**

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the Manager shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Manager to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Manager if such is the case.

OSHA Standards: Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Municipality must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

## **23. SAFETY OF PERSONS**

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.



## **24. INSPECTIONS**

A. The Municipality shall have the right to inspect, or to have inspected by its representative, any Work, material, component equipment, supplies, services, or completed Work specified herein before acceptance. Any of said items not complying with the Agreement Documents are subject to rejection. Any items rejected shall be removed from the site and replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the Work. Any work or material, which may be determined by the Municipality to be defective, must be rebuilt, replaced, or removed at the Contractor's own expense. Any omission to reject or condemn any Work or material at the time of its construction or arrival at the worksite shall not be construed to mean an acceptance of the Work.

B. Contractor shall not be relieved of obligations to perform the Work in accordance with the Agreement Documents either by the actions of the Architect, Municipality or other consultant in the administration of the Agreement, or by tests, inspections or approvals required or performed by persons other than the Contractor.

Contractor shall maintain a clean work area and at the end of each day make sure that all debris and scrap materials no longer needed for the Work are removed from the work areas.

## **25. EQUIPMENT AND MATERIALS STAGING**

Contractor shall be responsible for the proper, safe and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the Municipality. All staging locations for equipment and materials must be pre-approved by the Municipality. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the site.

## **26. PAYMENT AND RETAINAGE**

**SUBMISSION OF INVOICES:** Contractor shall submit invoices as soon as possible after completion of the Work. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date.

**PAYMENT BY THE MUNICIPALITY:** The Municipality agrees to make payments to Contractor in accordance with the provisions of the Local Government Prompt Payment Act. Pursuant to the Mechanics' Lien Act of Illinois, no payments shall be made to Contractor unless and until Contractor furnishes a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. The Municipality shall not issue any payments nor shall any retained percentage become due until releases and waivers of lien have been supplied to the Municipality by Contractor.

**PAYMENT TO SUBCONTRACTORS:** Upon receipt of payments from the Municipality, Contractor shall promptly pay each Subcontractor amounts due and owing to said Subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such Subcontractor's work. Contractor shall require in any contract with Subcontractors that each Subcontractor make payments to their Subcontractors, vendors and suppliers in similar manner.

## **27. WARRANTY**

A. Contractor warrants to the Municipality that all materials and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents.

B. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor, material, and equipment will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

## **SPECIAL TERMS & CONDITIONS**

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### **1. INSURANCE**

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$2,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

## **B. BUSINESS AUTO LIABILITY INSURANCE**

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

## **C. WORKERS' COMPENSATION INSURANCE**

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

## **D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE**

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$5,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$5,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$5,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us).

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall

furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.
9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:
  - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

## **2. AFFIDAVITS**

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

## **3. NEW PARTS AND MATERIALS**

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the contractor warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

## **4. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

## **5. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)**

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

## **6. TOXIC SUBSTANCES DISCLOSURES**

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

## REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2015.

Municipality/Agency: Village of Kenilworth  
Address: 419 Richmond Road  
City, State, Zip Code: Kenilworth, IL 60043  
Contact Person/Telephone Number: Don Leicht 847-257-2354  
Dates of Service/Award Amount: 2018 - present

Municipality/Agency: Village of Northbrook  
Address: 1325 Cedar Lane  
City, State, Zip Code: Northbrook, IL 60062  
Contact Person/Telephone Number: Joe Rizzo 847-272-5050  
Dates of Service/Award Amount: 2018 - present

Municipality/Agency: Village of Glencoe  
Address: 1675 Village Court  
City, State, Zip Code: Glencoe, IL 60027  
Contact Person/Telephone Number: Mark Dooley 847-461-1146  
Dates of Service/Award Amount: 2019 - present

Municipality/Agency: Village of Glenview  
Address: 2498 E. Lake Ave  
City, State, Zip Code: Glenview, IL 60025  
Contact Person/Telephone Number: John Fragassi 847-376-0152  
Dates of Service/Award Amount: 2018 - Present

Municipality/Agency: City of Highland Park  
Address: 1707 St. John's Avenue  
City, State, Zip Code: Highland Park, IL 60035  
Contact Person/Telephone Number: Bill Painter 847-926-1150  
Dates of Service/Award Amount: 2020 - present



## DISQUALIFICATION OF CERTAIN CONTRACTORS

### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

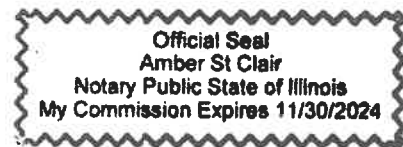
Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)



*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 10<sup>th</sup> day of January, 2022. 2023

Amber St. Clair  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION**

Jeremy Kloefer, being first duly sworn, deposes and says that  
he is President

(Partner, Officer, Owner, Etc.)

Of Kloefer Construction, Inc.

(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

[Signature], President Kloefer Construction, Inc.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

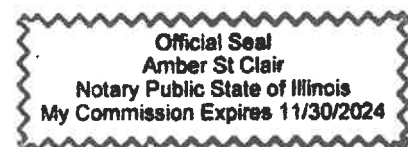
(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 10<sup>th</sup> day of January, 2022. 2023

Amber St. Clair  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*



**TAX COMPLIANCE AFFIDAVIT**

Jeremy Kloefer, being first duly sworn, deposes and says that  
he is President

(Partner, Officer, Owner, Etc.)

Of Kloefer Construction, Inc.

(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.

[Signature], President - Kloefer Construction, Inc.  
(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 10<sup>th</sup> day of January, 2022. 2023

Amber J. Clair

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*



<b>SUB-CONTRACTOR INFORMATION</b>
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(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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**CONFLICT OF INTEREST**

Klopfers Construction, Inc., hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

 , President

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

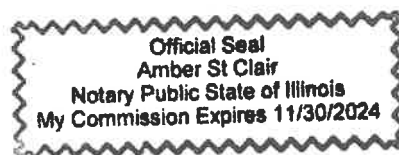
*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 10<sup>th</sup> day of January, 2022. 2023



Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*




# VILLAGE OF WILLOWBROOK

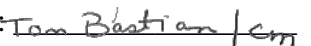
## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLES:**

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH FALCO'S LANDSCAPING, INC. TO PROVIDE SPOILS HAULING SERVICES TO THE VILLAGE OF WILLOWBROOK

**AGENDA NO. 7**
**AGENDA DATE: 02/27/2023**
**STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE: 
**LEGAL REVIEW:** Tom Bastian, Village Attorney

SIGNATURE: 
**RECOMMENDED BY:** Sean Halloran, Village Administrator

SIGNATURE: 
**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒
**BACKGROUND/DISCUSSION**

For several years, the Village has contracted for spoils hauling services. In prior years, the Village requested services on an informal basis, which required contacting several vendors and collecting quotes for specific services.

On December 13, Village staff released RFP #009 for Spoils Hauling Services. Bids for this RFP were due by January 13. The RFP for Spoils hauling was sent to 5 vendors in total, with Falco's Landscaping being the only vendor to submit a bid. This is the first time in Village history that a spoils hauling contract was sought while utilizing the Village of Willowbrook's Purchasing Policy.

The scope of work for this contract includes spoils hauling services for projects that require some form of excavating. Falco's Landscaping provided reputable references. Following conversations with Falco's staff, Village staff are confident that the selected vendor will provide quality services to the Village.

Below is the pricing table for 2023, 2024, and 2025 services as provided by Falco's Landscaping:

Item Description	Unit of Measurement	2023 Unit Price per Load Hauled	2024 Unit Price per Load Hauled	2025 Unit Price per Load Hauled
Debris Hauling and Disposal – Uncontaminated Soils	21-ton Truckload	\$500	\$525	\$550
Debris Hauling and Disposal – Non-Hazardous Non-Special Waste	Tons	\$500	\$525	\$550

**STAFF RECOMMENDATION**

Staff recommends adopting the resolution to approve the execution of a contract with Falco's Landscaping for spoils hauling services to be provided during 2023, 2024, and 2025.

**ACTION PROPOSED:** Adopt the Resolution.

<b>Item Description</b>	<b>Unit of Measurement</b>	<b>1/1/23 to 12/31/23 Unit Price Per Load Hauled</b>	<b>1/1/24 to 12/31/24 Unit Price Per Load Hauled</b>	<b>1/1/25 to 12/31/25 Unit Price Per Load Hauled</b>
Debris Hauling and Disposal - Uncontaminated Soils	21-ton truckload	\$ 500.00	\$ 525.00	\$ 550.00
Debris Hauling and Disposal - Non-Hazardous Non-Special Waste	Tons	\$ 500.00	\$ 525.00	\$ 550.00

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE  
AND THE VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH FALCO'S  
LANDSCAPING, INC. TO PROVIDE SPOILS HAULING SERVICES TO THE  
VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village has, from time to time, contracted with contractors to assist the Village with debris hauling and disposal of uncontaminated soils and debris hauling, and disposal of non-hazardous, non-special waste ("Spoils") services on an as-needed basis; and

**WHEREAS**, the Village sought requests for proposals for spoils hauling services for the 2023 calendar year; and

**WHEREAS**, upon review of the proposals received by the Village, the Village has determined that it is in the best interest of the Village to enter into an agreement with Falco's Landscaping, Inc. at those costs and utilizing the equipment all as set forth in Falco's Landscaping, Inc.'s proposal dated January 10, 2023, attached hereto as Exhibit "A" and expressly made a part of this Resolution and Agreement, as if each term of said proposal was repeated verbatim.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest to an Agreement with Falco's Landscaping, Inc., for spoils hauling services for the 2023 calendar year, on a time and materials basis, and utilizing the equipment all as set forth in the attached Agreement and Response to Proposal, attached hereto as Exhibit "A" and made a part hereof, which Agreement is hereby approved.

PASSED and APPROVED this 27<sup>th</sup> day of February, 2023, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**2023 Agreement for Spoils Hauling Services Between Falco’s Landscaping, Inc. and the  
Village of Willowbrook**

## **C O N T R A C T**

THIS CONTRACT ENTERED INTO THIS 27<sup>th</sup> day of February, 2023 between Falco's Landscaping, Inc. ("Contractor") and the Village of Willowbrook, a municipal corporation of the State of Illinois ("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 contract for hauling and disposal of uncontaminated soils, debris and hauling and disposal of non-hazardous, non-special waste ("spoils").

2. Contractor has submitted a proposal to the Village. Such proposal dated January 10, 2023, including all terms, conditions, requirements, attachments and specifications contained therein are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. The bid specifications are attached hereto and made a part hereof.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

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, for the total quantities of work performed at the unit prices stipulated in said 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.

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.

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.

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 of 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. A. Insurance requirements shall be as set forth on pages 22 through 25, inclusive, of Contractor's Proposal which is incorporated and made a part of this Agreement, as if fully recited herein, verbatim.

B. 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, if any, increasing the cost of the contract by Ten Thousand Dollars (\$10,000.00) or less must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by more than Ten Thousand Dollars (\$10,000.00) 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 of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Falco's Landscaping, Inc., 4N151 5<sup>th</sup> Avenue, Addison, Illinois 60101-2201, 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:

FALCO'S LANDSCAPING, INC.

By: \_\_\_\_\_  
Falconeris Rosas, Its President and  
duly authorized agent

ATTEST:

\_\_\_\_\_  
Title:

VILLAGE OF WILLOWBROOK

By: \_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

**EXHIBIT “A”**



# REQUEST FOR PROPOSAL

FOR SPOILS HAULING SERVICES

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: December 13, 2022

Due: January 13, 2023, 11:30 a.m.

### **LEGAL NOTICE**

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:30 a.m. local time on January 13, 2023, and then at said office publicly opened and read aloud for the following:

**RFP NO: 009**

### **RFP ON: SPOILS HAULING SERVICES**

The Village of Willowbrook seeks assistance from a highly qualified firm to provide spoil hauling services for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before January 13, 2023 at 11:30 a.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

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

Questions pertaining to the project may be directed to Alex Arteaga [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) no later than January 4, 2022, by 5:00 p.m.

Alex Arteaga

Assistant to the Village Administrator

Village of Willowbrook

## Bid Pricing Table

### Village of Willowbrook – Spoils Hauling Services

Item Description	Unit of Measurement	1/1/23 to 12/31/23 Unit Price Per Load Hauled	1/1/24 to 12/31/24 Unit Price Per Load Hauled	1/1/25 to 12/31/25 Unit Price Per Load Hauled
Debris Hauling and Disposal – Uncontaminated Soils	21-ton truckload	\$ 500.00	\$ 525.00	\$ 550.00
Debris Hauling and Disposal – Non- Hazardous Non-Special Waste	Tons	\$ 500.00	\$ 525.00	\$ 550.00



## SUBMISSION INFORMATION

Village of Willowbrook  
835 Midway Dr  
Willowbrook, IL 60527

INVITATION: #009  
BID OPENING DATE: January 13, 2023  
TIME: 11:30 A.M. Local Time  
LOCATION: Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB or compact disc)

## REQUEST FOR PROPOSAL INFORMATION

Company Name: FALCO'S LANDSCAPING INC.  
Address: 4 N 151 5TH AVE  
City, State, Zip Code: ADDISON IL 60101

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: \_\_\_\_\_% \_\_\_\_\_ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items below (Exhibit A), subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Falco Rosas Company Name: FALCO'S LANDSCAPING INC.

Typed/Printed Name: FALCO ROSAS Date: JAN-12-2023

Title: PRESIDENT Telephone Number: (630) 514-6173

E-mail: falkosland@gmail.com Fax Number: \_\_\_\_\_



## PROJECT SPECIFICATIONS

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### 1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the "Village", 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 48 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

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Spoils Hauling Services

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

### 3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined above. Please provide a fee proposal as structured on page 3 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP, but must provide a completed copy of page 3 of this RFP.

### 4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. 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 proposals.

## **5. TERM OF AGREEMENT**

Services are expected to begin January 2023.

The term of this Agreement shall be three (3) years from the date of award. The Municipality reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Municipality's discretion. The awarded Contractor is permitted to ask for price revisions after the initial period shall be submitted at least ninety (90) 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.

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

At the end of any subsequent contract term, the Municipality 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 Municipality; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

The Municipality reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

## **6. SPECIFICATIONS**

See pages 19-21.

## **7. INVOICES AND PAYMENTS**

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Contractor shall submit invoices as soon as possible after completion of the Work. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated.

Invoices shall be delivered to:

Attn: AJ Passero  
Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527



## 8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

DATE	ACTIVITY
December 13, 2022	Request for Proposals are advertised on the Village website.
January 4, 2023	Last day to submit questions and requests for clarification.
January 13, 2023	<p><b>Deadline for Proposal Submission.</b> Proposals received after the date and time identified will be returned upopened.</p> <p>Submit One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by January 13, 2023 before 11:30 A.M. CST, to:</p> <p>Attn: AJ Passero</p> <p>Village of Willowbrook</p> <p>835 Midway Dr, Willowbrook IL 60527</p> <p>RFP # 009</p> <p><b>RFP ON: SPOILS HAULING SERVICES</b></p>
January 23, 2022	Potential Approval of Firm by Willowbrook Board of Trustees
TBD Based on Required Spoils Hauling Services	Services Start Date, no earlier than 1/1/2023.

## 9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us). Questions are required no later than 5:00 P.M. on January 4, 2023.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.



## INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

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### 1. ADDITIONAL INFORMATION

- A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposal openings will occur publicly, however proposals will be evaluated comprehensively by Village staff. Award will be based on the criteria set forth herein.
- B. Examination of Documents: Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractor's failure or neglect to comply with these instructions.
- C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.
- D. Execution of Proposal: Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. Incurred Costs: The Village will not be liable in any way for any costs incurred by Contractor in replying to this Request for Proposal.

### 2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator's Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator's Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.



The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

### **3. WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

### **4. EVALUATION PROCESS**

The Village will apply the evaluation criteria specified herein in determining the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

- A. The Village receive written proposals as follows: One (1) original, one (1) copies, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.
- B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.
  - a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.
  - b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;

- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
  - iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.
- c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.
- C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

## **5. EVALUATION CONSIDERATION**

### **A. Responsiveness with Request for Proposals**

This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

### **B. Required Submittals**

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

### **C. Acceptability of Proposals**

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Unacceptable



Grading Criteria Value	
1.	Services Provided
2.	Qualifications and Experience of Firm
3.	References of Firm
4.	Proposal Pricing

### 1. **Services Provided**

Rating will be based on an assessment of the Contractors' knowledge and understanding of the the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include the backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

### 2. **Qualifications and Experience of Firm**

Provide a narrative describing the role of and introducing each key individuals or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

### 3. **References of the Firm**

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum, five (5) project references with contact names, titles, telephone numbers, e-mail and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience on this type of project will receive fewer points.

**4. Proposal Pricing**

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.



## GENERAL TERMS AND CONDITIONS

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### 1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

### 2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product's price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

### 3. DOCUMENT OBTAINED FROM OTHER SOURCES

**The Village of Willowbrook is the only official source for proposal packages and supporting materials.** Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village will NOT re-release the project absent extraordinary circumstances.**

### 4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village's Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village



Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

#### **5. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST**

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

#### **6. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

#### **7. HOLD HARMLESS**

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor's performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor's obligations under this Section 11 shall survive the expiration or termination of this Agreement.

#### **8. RESERVATION OF RIGHTS**

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to



accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any 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 Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

#### **9. CHANGE IN STATUS**

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

#### **10. SUBCONTRACTORS**

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

#### **11. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor's Proposal Response.

#### **12. JURISDICTION, VENUE, CHOICE OF LAW**

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

#### **13. NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

#### **14. INDEPENDENT CONTRACTOR**

The Contractor is an independent Contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.



Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

Contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

#### **15. TERMINATION**

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor's default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

#### **16. NON APPROPRIATIONS**

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

#### **17. PROPERTY OF THE VILLAGE**

All documents, findings and work product produced as a result of these services shall become the property of the Village.

#### **18. EQUAL EMPLOYMENT OPPORTUNITY**

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

#### **19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("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 part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.



## **20. AUDIT/ACCESS TO RECORDS**

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

## **21. PROTEST PROCEDURE**

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures are included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.



## **22. CONFIDENTIALITY**

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village's Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

## **23. RESPONSIBILITY OF CONTRACTOR**

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

## **24. EXCEPTIONS TO SPECIFICATIONS**

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Contractor on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal.

**Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

## **25. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

## **26. COMPETENCY OF CONTRACTOR**

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.



## **SPECIFICATIONS & PROJECT TERMS AND CONDITIONS**

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### **1. INTENT**

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Spoils Hauling Services.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

### **2. SCOPE OF WORK**

The Contractor shall provide all labor, materials, and equipment necessary for spoil hauling services on an as-needed basis from stockpiles located at the Public Works Facility.

The awarded Contractor will be called upon to transport and dispose of spoils generated in the course of normal Municipal operations. Debris material will consist of spoils from utility work (clay, topsoil, aggregate, etc.), concrete, asphalt, and other materials, which may not be separated.

Uncontaminated soils shall be disposed of in compliance with applicable local, state and federal regulations. Spoils are required to be disposed of at a permitted Clean Construction or Demolition Debris (CCDD) facility or Special Waste Facility, the Village will provide the location the material came from. The selected Contractor will be required to test the material and submit either form LPC-662 or LPC-663 for the spoil material.

- The Contractor shall be required to give the Village a 24 hour notice as to which CCDD facility was selected for delivery of the spoils.
- The Contractor shall be required to submit disposal tickets to the Village verifying the uncontaminated soils were delivered to a CCDD facility. Disposal tickets shall be submitted with invoicing.

Non-Hazardous Non-Special Waste shall be disposed of in compliance with applicable local, state and federal regulations. Spoils are required to be disposed of at a Subtitle D Landfill Facility, the Contractor will be required to fill out questionnaires provided from disposal facilities with answers provided by the village.

- The Contractor shall be required to give the Village a 24 hour notice as to which Landfill Facility was selected for delivery of the spoils.
- The Contractor shall be required to submit disposal tickets to the Village verifying the non-hazardous non-special waste were delivered to a Landfill Facility. Disposal tickets shall be submitted with invoicing.

Normal hours of operation are Monday – Friday: 6:30 a.m. – 3 p.m. The Village will contact the contractor requesting service for debris hauling as-needed. The contractor shall respond to all non-emergency requests for debris hauling requests within 48 hours of the request.

Spoils will be loaded by the contractor, loading times should be from 5:00am-2:00pm.



Item Descriptions:

- Debris Hauling and Disposal – Uncontaminated Soils: This item includes the removal and disposal of excavated spoils, spoils consists of materials generated in the course of normal Municipal utility excavations, this price including equipment, labor and disposal, from the respective municipal facilities during normal hours of operation listed in Section 4. Equipment to load construction spoil onto the contractor's trucks is not included and will be provided by the Village. Initial testing of special waste loads will be provided by the Village. The spoils will be disposed of at a permitted Clean Construction or Demolition Debris (CCDD) facility. This item will be measured in 21-ton truckloads of material hauled from the facility.
- Debris Hauling and Disposal – Non-Hazardous Non-Special Waste: This item includes the removal and disposal of non-hazardous non-special waste, as verified by a waste verification characterization sampling provided by the Village, including equipment, labor and disposal, from the respective municipal facilities during normal hours of operation listed in Section 4. Equipment to load construction spoil onto the contractor's trucks is not included and will be provided by the Village. The spoils will be disposed of at a permitted Subtitle D Landfill Facility. This item also includes additional handling, documentation and tipping fees that may be required for disposal of special waste. Initial testing of special waste loads will be provided by the Village. This item will be measured in tons of material hauled from the facility and delivered to the Subtitle D Landfill Facility.

### **3. SPECIAL PROJECT CONDITIONS**

Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement. Special attention is given to the Illinois Vehicle Code (625 ILCS 5/15-109.1) "Covers or tarpaulins required for certain loads."

The Contractor shall be solely responsible for observing all applicable safety regulations and laws associated with the transport of materials, including any citations, fines, or court orders resulting from violation of the same.

The Contractor's personnel and equipment shall perform hauling services solely and exclusively for the Village during each operational period.

The Contractor is responsible for providing qualified truck drivers with verified Commercial Driver's Licenses.

The Contractor must submit the following information to the Village for review with bid submissions. Failure to submit the following will result in disqualification of bid:

- **Equipment Documentation.** The Contractor shall submit information to the Village documenting that the Contractor owns or has access to a minimum of (2) 21-ton capacity truck(s). The Contractor must show proof of vehicle ownership and/or a contractual agreement acceptable to the Village covering the term of the contract. The Contractor shall submit evidence of licenses and last inspection for each truck to the Village.

- Disposal Location. The Contractor shall submit to the Village a list of anticipated disposal locations. Also include the distance (in miles) from the Public Works facility to the proposed disposal site. The Contractor shall notify the Village of any new disposal locations prior to disposing any Village material at the facility.



## **SPECIAL TERMS & CONDITIONS**

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### **1. INSURANCE**

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$2,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

## **B. BUSINESS AUTO LIABILITY INSURANCE**

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

## **C. WORKERS' COMPENSATION INSURANCE**

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

## **D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE**

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$5,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$5,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$5,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us).

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall



furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.
9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:
  - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;



Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

## **2. AFFIDAVITS**

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

## **3. NEW PARTS AND MATERIALS**

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the contractor warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

## **4. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

## **5. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)**

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

**6. TOXIC SUBSTANCES DISCLOSURES**

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.



**SPOILS HAULING SERVICES**  
**RFP NO. 009**  
**RFP ADDENDUM 01**  
**Date of Addendum: 12/15/2022**

**NOTICE TO ALL POTENTIAL RESPONDENTS**

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Bidder shall take this Addendum into consideration when preparing and submitting its bid.

**1.0 - BID SUBMITTAL DEADLINE**

The bid submittal deadline remains the same and is not changed by this Addendum.

**2.0 - RFB – CHANGES**

Item	Section	Description of Change
2.01	Specifications & Project Terms and Conditions: Section 2, Scope of Work	<u>Revision</u> : Spoils will be loaded by the contractor, loading times will be from 7:00am-2:00pm. Contractors are responsible for supplying their own loading equipment when preparing for hauling.  <u>Description of Change</u> : The last line of text on page 19 of the RFP is being revised to the above language. The language revision aims to correct loading hours and clarify the supply of loading equipment.

**3.0 - QUESTIONS AND ANSWERS**

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted in Section Two (2) of this Addendum.

Item	Questions and Answers
3.01	None at this time.

**4.0 - INFORMATION**

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the bid.

Item	Description
4.01	None at this time



## REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2015.

Municipality/Agency: VILLAGE OF WILLOWBROOK  
Address: 7760 QUINCY STREET  
City, State, Zip Code: WILLOWBROOK IL 60527-5594  
Contact Person/Telephone Number: ANDREW PASSERO (630) 514-3329  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: VILLAGE OF CAROL STREAM  
Address: 500 N. GARY AVE.  
City, State, Zip Code: CAROL STREAM, IL 60188  
Contact Person/Telephone Number: MR. PHIL MODAFF (630) 665-7050  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: VILLAGE OF ITASCA  
Address: 550 W. IRVING PARK RD.  
City, State, Zip Code: ITASCA, IL 60143  
Contact Person/Telephone Number: KEVIN FARLEY (630) 773-0835  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: VILLAGE OF WOODBRIDGE  
Address: 5 PLAZA DR.  
City, State, Zip Code: WOODBIDGE IL 60517  
Contact Person/Telephone Number: MR. BEN SANTORE (630) 852-7000  
Dates of Service/Award Amount: \_\_\_\_\_

Municipality/Agency: THE KNOLLS CONDOMINIUMS  
Address: 6131 KNOLLWOOD ROAD  
City, State, Zip Code: WILLOWBROOK IL 60527  
Contact Person/Telephone Number: MRS. ALICE JARA (630) 986-0470  
Dates of Service/Award Amount: \_\_\_\_\_



## DISQUALIFICATION OF CERTAIN CONTRACTORS

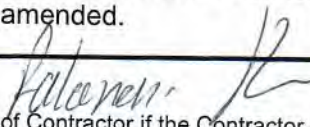
### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

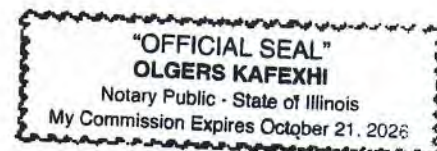
Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

  
(Signature of Contractor if the Contractor is an Individual)

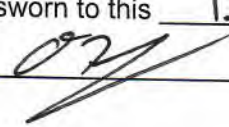
(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)



*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 12 day of Jan, 2023

  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION**

FALCONERIS ROSAS, being first duly sworn, deposes and says that  
he is OWNER

(Partner, Officer, Owner, Etc.)

Of FALCO'S LANDSCAPING INC.

(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

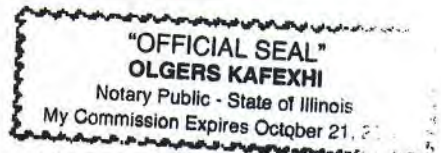
The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

[Signature]

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

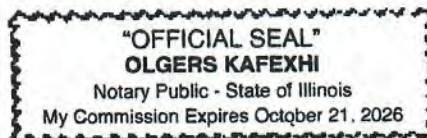


*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 12 day of Jan, 2023

[Signature]  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*





**TAX COMPLIANCE AFFIDAVIT**

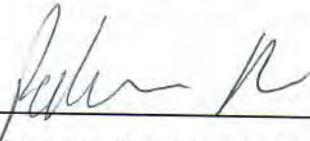
FALCO'S LANDSCAPING INC.; being first duly sworn, deposes and says that  
he is OWNER

(Partner, Officer, Owner, Etc.)

Of FALCO'S LANDSCAPING

(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.



(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 12 day of Jan, 2023.



Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*



**SUB-CONTRACTOR INFORMATION**

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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**CONFLICT OF INTEREST**

FALCONERIS ROSSAS, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

[Signature]  
(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

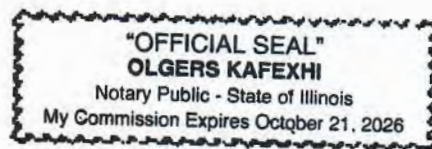
(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 12 day of Jun, 2023

[Signature]  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2023

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).

<b>PRODUCER</b> Hometowne Insurance Services, Inc. 155 Chicago Rd.  Oswego IL 60543		<b>CONTACT NAME:</b> Tim Leverich <b>PHONE (A/C, No, Ext):</b> 630-554-4040 <b>FAX (A/C, No):</b> 630-554-4646 <b>E-MAIL ADDRESS:</b> tim@hometowneinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Pekin Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> FALCO'S LANDSCAPING INC 4n151 5th Ave Addison IL 60101-2201		<b>NAIC #</b> 24228	

**COVERAGES****CERTIFICATE NUMBER:** 20230112124105464**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	CL0188336	06/14/2022	06/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	005964913	06/14/2022	06/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	005983051	06/14/2022	06/14/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	N	005369416	06/14/2022	06/14/2023

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

Village of Willowbrook, its employees and officers are listed as Additional Insureds on the General Liability when required by written contract.

**CERTIFICATE HOLDER**

Village of Willowbrook  
Administration Department  
835 Midway Drive  
Willowbrook IL 60527

**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 TITLES:**

A RESOLUTION APPROVING THE PROPOSAL, AWARDING A CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE, AN AGREEMENT WITH RAG'S ELECTRIC, INC. TO PROVIDE STREETLIGHT MAINTENANCE SERVICES TO THE VILLAGE OF WILLOWBROOK

**AGENDA NO. 8**
**AGENDA DATE: 02/27/2023**

**STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE: 

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

**RECOMMENDED BY:** Sean Halloran, Village Administrator SIGNATURE: 

**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒

**BACKGROUND/DISCUSSION**

For several years, the Village has contracted for streetlight maintenance services. In prior years, the Village requested services on an informal basis, which required contacting several vendors and collecting quotes for specific services.

On December 19, Village staff released RFP #011 for streetlight maintenance services. The streetlight maintenance RFP was sent to 9 vendors in total. Bids for this RFP were due by January 17. Staff received four bids from H&H Electric, Meade Inc, Rags Electric, and Lyons Electric. This is the first time in Village history that a streetlight maintenance contract was sought while utilizing the Village of Willowbrook's Purchasing Policy.

The scope of work for this contract includes streetlight maintenance and associated upgrades to Village streetlights (LED retrofitting, etc.). Considering their lower quoted prices across the board, Village staff decided to proceed with Rags Electric for the contract award. Rags Electric provided reputable references. Following conversations with Rags' staff, Village staff are confident that the selected vendor will provide quality services to the Village.

See the attached bid pricing table for all 4 vendor quoted prices for 2023, 2024, and 2025 services.

**STAFF RECOMMENDATION**

Staff recommends adopting the resolution to approve the execution of a contract with Rags Electric for streetlight maintenance services to be provided during 2023, 2024, and 2025.

**ACTION PROPOSED:** Adopt the Resolution.

**Base Bid Item 1**

		Grand Total
Description	Cost per year	(annual cost X 3)
Street Light Maintenance	\$ 69,883.20	\$ 209,649.60

**Supplemental Pricing for As-Needed Emergency Work**

Position/Equipment	Mobilization	Hourly Rate Weekdays	Hourly Rate - Weekends & Holidays
Laborer	\$ 84.44	\$ 168.88	\$ 337.76
Service Truck	\$ 33.34	\$ 66.67	\$ 66.67
Bucket Truck	\$ 45.84	\$ 91.67	\$ 91.67
Backhoe or Auger	\$ 50.00	\$ 100.01	\$ 100.01

Activity Description	Pricing
Streetlight locate (cost per ticket)	
	\$ 567.78

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION APPROVING THE PROPOSAL, AWARDING A CONTRACT AND  
AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE, AN  
AGREEMENT WITH RAG’S ELECTRIC, INC. TO PROVIDE STREETLIGHT  
MAINTENANCE SERVICES TO THE VILLAGE OF WILLOWBROOK**

---

**WHEREAS**, the Village of Willowbrook (the “Village”) requested bids to provide streetlight maintenance services to the Village; and

**WHEREAS**, upon review of the bids received and analyzed by the Village, the Village has determined Rag’s Electric, Inc. to be the lowest responsible bidder, and that it is in the best interest of the Village to enter into an agreement with Rag’s Electric, Inc. to provide streetlight maintenance services to the Village upon the terms and conditions and at the costs and utilizing the equipment all as set forth in Rag’s Electric, Inc.’s bid response dated January 16, 2023, attached hereto and expressly made a part of this Resolution and Agreement, as if each term of said proposal was repeated verbatim.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor of the Village is hereby authorized and directed to execute an Agreement with Rag's Electric, Inc. for streetlight maintenance services utilizing the equipment and upon the costs and terms as set forth in the attached Agreement and Bid Proposal, attached hereto as Exhibit "A", and made a part hereof, which Agreement is hereby approved.

**BE IT FURTHER RESOLVED** that the Village Clerk is directed to attest to the Mayor's signature, all on behalf of the Village of Willowbrook

PASSED and APPROVED this 27<sup>th</sup> day of February, 2023, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**Agreement for Streetlight Maintenance Services Between Rag’s Electric, Inc. and  
the Village of Willowbrook**



## **C O N T R A C T**

THIS CONTRACT ENTERED INTO THIS 27<sup>th</sup> day of February, 2023 between Rag's Electric, Inc. ("Contractor") and the Village of Willowbrook, a municipal corporation of the State of Illinois ("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 contract for streetlight maintenance services in the Village.

2. Contractor has submitted a proposal to the Village. Such proposal dated January 16, 2023, including all terms, conditions, requirements, attachments and specifications contained therein are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of Exhibit "A" (the "Proposal") shall control. The bid specifications are available for review at the Willowbrook Village Hall.

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

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, in accord with the pricing table quotes as set forth on page 3 of Exhibit "A", attached hereto and made a part hereof. 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.

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.

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.

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 of 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. A. Insurance requirements shall be as set forth on pages 22 through 28, inclusive, of Contractor's Proposal which is incorporated herein as if fully recited herein, verbatim.

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. 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 Ten Thousand Dollars (\$10,000.00) or less must be approved, in writing, by the Village Administrator. All change orders

increasing the cost of the contract by Ten Thousand Dollars (\$10,000.00) 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 of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Rag's Electric, Inc., 6805 Hobson Valley Drive, Woodridge, Illinois 60517, 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:

RAG'S ELECTRIC, INC.

By: \_\_\_\_\_  
Its President and  
duly authorized agent

ATTEST:

\_\_\_\_\_  
Title:

VILLAGE OF WILLOWBROOK

By: \_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk





**EXHIBIT “A”**

# REQUEST FOR PROPOSAL

FOR STREETLIGHT MAINTENANCE SERVICES

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: December 19, 2022

Due: January 17, 2023, 11:30 a.m.

### **LEGAL NOTICE**

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:30 a.m. local time on January 17, 2023, and then at said office publicly opened and read aloud for the following:

### **RFP NO: 011**

### **RFP ON: STREETLIGHT MAINTENANCE SERVICES**

The Village of Willowbrook seeks assistance from a highly qualified firm to provide streetlight maintenance services for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before January 17, 2023 at 11:30 a.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

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

Questions pertaining to the project may be directed to Alex Arteaga [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) no later than January 9, 2023, by 5:00 p.m.

Alex Arteaga

Assistant to the Village Administrator

Village of Willowbrook

## Bid Pricing Table

### Village of Willowbrook – Streetlight Maintenance Services

#### Bid Pricing Table

##### I. Base Bid Item 1 – Streetlight Maintenance

Item	Description	Street Lights	Cost Per Year (Six visits per year)	Base Bid Item 1 Grand Total (Cost per year times 3 years)
Base Bid Item 1	STREET LIGHT MAINTENANCE IN ACCORDANCE WITH THE SCOPE OF WORK  BI-MONTHLY MAINTENANCE FOR THE THREE-YEAR CONTRACT TERM	368	\$ <u>1,500.00</u>	\$ <u>9,000.00</u>

##### II. Supplemental Pricing for As-Needed Emergency Work

Position/Equipment	Mobilization	Hourly Rate Weekdays	Hourly Rate – Saturdays, Sundays, & Holidays
Laborer	\$ 0.00	\$ 116.00	\$ 160.00
Service Truck	\$ 0.00	\$ 5.00	\$ 5.00
Bucket Truck	\$ 0.00	\$ 25.00	\$ 25.00
Backhoe or Auger	\$ 0.00	\$ 15.00	\$ 15.00

Activity Description	Pricing
Streetlight Locate (cost per ticket)	\$ <u>250.00</u>



## SUBMISSION INFORMATION

Village of Willowbrook

835 Midway Dr

Willowbrook, IL 60527

INVITATION:

#011

BID OPENING DATE:

January 17, 2023

TIME:

11:30 A.M. Local Time

LOCATION:

Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB or compact disc)

## REQUEST FOR PROPOSAL INFORMATION

Company Name: Rag's Electric, Inc.

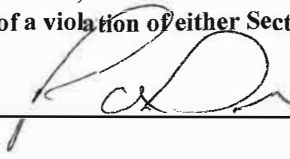
Address: 6805 Hobson Valley Dr., #105

City, State, Zip Code: Woodridge, IL. 60517

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 1 % 30 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items below (Exhibit A), subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Rag's Electric, Inc

Typed/Printed Name: Patrick Durkin Date: January 16, 2023

Title: President Telephone Number: (630) 739-7247

E-mail: pdurkin@ragselectric.com Fax Number: (630) 739-7424



## PROJECT SPECIFICATIONS

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### 1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the "Village", 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 43 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

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Streetlight maintenance services

All work performed under this RFP shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

### 3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined above. Please provide a fee proposal as structured on page 3 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on page 3 of this RFP but must provide a completed copy of page 3 of this RFP.

### 4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. 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 proposals.

## **5. TERM OF AGREEMENT**

Services are expected to begin January 2023.

The term of this Agreement shall be three (3) years from the date of award. The Municipality reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Municipality's discretion. The awarded Contractor is permitted to ask for price revisions after the initial period shall be submitted at least ninety (90) 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.

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

At the end of any subsequent contract term, the Municipality 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 Municipality; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

The Municipality reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

## **6. SPECIFICATIONS**

See pages 19-24.

## **7. INVOICES AND PAYMENTS**

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Contractor shall submit invoices as soon as possible after completion of the Work. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated.

Invoices shall be delivered to:

Attn: AJ Passero  
Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527

## 8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

DATE	ACTIVITY
December 19, 2022	Request for Proposals are advertised on the Village website.
January 9, 2023	Last day to submit questions and requests for clarification.
January 17, 2023	<b>Deadline for Proposal Submission.</b> Proposals received after the date and time identified will be returned unopened.  Submit One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by Date, 2022 before 11:30 A.M. CST, to:  Attn: AJ Passero  Village of Willowbrook  835 Midway Dr, Willowbrook IL 60527  RFP # 011  RFP ON: Streetlight Maintenance Services
February 13, 2023	Potential Approval of Firm by Willowbrook Board of Trustees
TBD Based on Required Streetlight Maintenance	Services Start Date, no earlier than 2/1/2023.

## 9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us). Questions are required no later than 5:00 P.M. on January 9, 2023.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.



## INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

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### 1. ADDITIONAL INFORMATION

- A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposal openings will occur publicly, however proposals will be evaluated comprehensively by Village staff. Award will be based on the criteria set forth herein.
- B. Examination of Documents: Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractors failure or neglect to comply with these instructions.
- C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.
- D. Execution of Proposal: Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. Incurred Costs: The Village will not be liable in any way for any costs incurred by Contractor in replying to this Request for Proposal.

### 2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator's Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator's Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

### **3. WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

### **4. EVALUATION PROCESS**

The Village will apply the evaluation criteria specified herein in determining the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

- A. The Village receive written proposals as follows: One (1) original, one (1) copies, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.
- B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.
  - a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.
  - b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;

- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
  - iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.
- c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.
- C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

## **5. EVALUATION CONSIDERATION**

### **A. Responsiveness with Request for Proposals**

This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

### **B. Required Submittals**

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

### **C. Acceptability of Proposals**

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Unacceptable



<b>Grading Criteria Value</b>	
1.	Services Provided
2.	Qualifications and Experience of Firm
3.	References of Firm
4.	Proposal Pricing

### **1. Services Provided**

Rating will be based on an assessment of the Contractors' knowledge and understanding of the the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include the backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

### **2. Qualifications and Experience of Firm**

Provide a narrative describing the role of and introducing each key individuals or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

### **3. References of the Firm**

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum, five (5) project references with contact names, titles, telephone numbers, e-mail and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience on this type of project will receive fewer points.

#### **4. Proposal Pricing**

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.

## GENERAL TERMS AND CONDITIONS

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### 1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

### 2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product's price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

### 3. DOCUMENT OBTAINED FROM OTHER SOURCES

**The Village of Willowbrook is the only official source for proposal packages and supporting materials.** Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village will NOT re-release the project absent extraordinary circumstances.**

### 4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village's Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village

Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

#### **5. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST**

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

#### **6. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

#### **7. HOLD HARMLESS**

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor's performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor's obligations under this Section 11 shall survive the expiration or termination of this Agreement.

#### **8. RESERVATION OF RIGHTS**

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to



accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any 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 Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

#### **9. CHANGE IN STATUS**

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

#### **10. SUBCONTRACTORS**

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

#### **11. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor's Proposal Response.

#### **12. JURISDICTION, VENUE, CHOICE OF LAW**

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

#### **13. NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

#### **14. INDEPENDENT CONTRACTOR**

The Contractor is an independent Contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

Contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

#### **15. TERMINATION**

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor's default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

#### **16. NON APPROPRIATIONS**

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

#### **17. PROPERTY OF THE VILLAGE**

All documents, findings and work product produced as a result of these services shall become the property of the Village.

#### **18. EQUAL EMPLOYMENT OPPORTUNITY**

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

#### **19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("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 part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.



## **20. AUDIT/ACCESS TO RECORDS**

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

## **21. PROTEST PROCEDURE**

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures are included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.

## **22. CONFIDENTIALITY**

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village's Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

## **23. RESPONSIBILITY OF CONTRACTOR**

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

## **24. EXCEPTIONS TO SPECIFICATIONS**

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Contractor on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal.

**Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

## **25. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

## **26. COMPETENCY OF CONTRACTOR**

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

- Electrical work outside of normal maintenance such as, but not limited to, underground fault diagnosis and repair and utility locating services
- Replace older Ballast and MH bulbs with a LED light and fixture approved by the Village of Willowbrook

#### **A. Maintenance, Inspection and As-needed workTime and Materials**

Street light maintenance includes the labor and equipment necessary to verify that all street lights are in reliable working order, including but not limited to: poles, foundations, mast arms, heads, luminaries, controllers, and wires. The Village shall provide all replacement parts for its street light fixtures and poles. The following shall be occur for each street light fixture and pole during the bi-monthly maintenance/inspection (six total maintenance inspections per pole per year):

- 1) Check the function of the lamp
- 2) Review tightness of mounting bolts and correct as necessary
- 3) Keep pole, mast arms, heads, and foundations in alignment, tightly connected, and in good repair
- 4) Keep all mast arms in proper horizontal and vertical alignment and tight to their foundation
- 5) Check timers/photo cell function
- 6) Check wires for wear and missing insulation

Any/all repairs identified during the bi-monthly maintenance/inspection (except for street light poles that need to be reinstalled and underground faults that need to be repaired) are to be repaired by the end of the next business day unless determined otherwise by the Public Works Foreman or his/her designee. The Village shall provide all replacement parts for its street light fixtures and poles. If lights must be replaced, use existing feeds, circuits and concrete foundation.

The following shall occur for a reported outage:

- 1) Clean the lens each time a bulb is replaced
- 2) Test pole with low Voltage tester to protect against electrocution
- 3) Check fuses and replace if necessary
- 4) Check photo cells, timers, and contactor and replace if necessary
- 5) Check ballast with capacitor tester and replace if necessary with approved LED light and fixture
- 6) Re-label pole code with paint marker

The following shall also be included in the contract:



## **SPECIFICATIONS & PROJECT TERMS AND CONDITIONS**

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### **1. INTENT & BACKGROUND INFORMATION**

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Streetlight maintenance services

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

Currently Willowbrook's Public Works Department outsources the maintenance and repairs of 368 street light fixtures (see Appendix A – Willowbrook Full Inventory List) on approximately 308 poles (multiple fixtures per pole in some cases), associated cable, controllers and related equipment in the Village. A routine inspection schedule is followed to ensure that all lights are maintained on a consistent basis. Maintenance includes changing bulbs, cleaning lenses and heads, inspection of outlets, and repairs and maintenance to the underground faults. Emergency repairs are also included in this contract.

The street light wattage consists of 100, 105, 115, 130, 140, 150, 175, 230, 250, 400, 460, 575, 690, 750, 1200, 1495, 2300, 10400 watts. The majority of the lights consist of 115 watts. The majority of light fixtures in the Village have been converted to LED. The minority of lights are HPS, MV, and MH lamps. The Village primarily uses cobra-head poles.

The awarded contractor has the option to provide a cost breakdown for LED retro-fitting services to be made to the the remaining ballasts and Metal-Halide (MH) bulbs in the Village that are not currently LED's. This optional cost overview shall include removing ballasts and bulbs from the fixture and replacing with the Village approved/designed LED retro-fit when the street light is burnt out.

### **2. SCOPE OF WORK**

The awarded contractor shall maintain street lights as well as provide on-call emergency services for the Village of Willowbrook. The lights are to be maintained, checked, and cleaned to ensure they are in proper working order at all times.

The proposed scope of work will include the following:

- Bi-monthly routine maintenance (six per year) shall include, but not be limited to, ensuring that the street light is in good working order, bulb, fuse, ballast replacement and/or LED retro-fit installation. With the system on, the contractor shall check each light to ensure proper working order.
- Repair or fix outages
- Inspection and repair of controllers and related equipment
- Repair or replace lighting pole
- Provide emergency services

1) Perform JULIE locates for underground lighting system at tickets' request. The Contractor's access and use of the JULIE One Call System is required for this contract.

Any damage caused to the infrastructure during any maintenance work is to be repaired at the Contractor's expense.

## **B. Time and Materials**

Street light poles that require reinstallation, underground faults that need to be repaired, and emergency locates are functions that are considered emergencies. They are outside of the bi-monthly maintenance/inspection scope of work and will be paid on a time (labor) and materials (equipment) basis. The Village shall provide all replacement parts for its street light fixtures and poles. These functions, excluding emergency locates, must be completed within five business days. When reinstalling a street light pole:

- 1) Secure area to prevent injury
- 2) Test pole with voltage tester
- 3) Contact JULIE prior to any digging and follow proper protocol
- 4) Remove damaged pole and replace foundation, if damaged- bring damaged poles to Public Works
- 5) Backfill the site with topsoil if foundation was damaged
- 6) Inspect remaining parts, including the existing wires to make sure they are not worn

The Contractor must provide a 24-hour emergency telephone number to contact a representative in case of an emergency. The Contractor must have the necessary personnel and equipment onsite and working within 90 minutes of being contacted by the Public Works Foreman or his/her designee.

## **3. DISPOSAL**

Contractor is responsible for disposing all bulbs. Under no circumstances shall the bulbs be disposed at the Village.

## **4. SAFETY**

The Contractor is responsible for the safety and protection of its employees and any workers affiliated with its company. All costs associated with safety, including traffic control, is the responsibility of the Contractor. All precautions shall be made to provide a safe working environment, including but not limited to:

- 1) Set up safety cones, barricades, lights around truck and work area
- 2) Set up traffic control in accordance to IDOT requirements (All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval of the Public Works Director)

- 3) Wear protective equipment, including but not limited to, safety vests, ear plugs, hard hats, protective eyewear, and boots
- 4) Verify pole is de-energized prior to starting work

## 5. **COORDINATION**

Appoint a single point of contact for communications and coordination with the Public Works Foreman or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work. The Contractor is responsible for supervising all employees and their work. Any work which the Public Works Foreman or his/her designee determines not to be satisfactory must be performed again at the Contractor's own expense. The supervisor should conduct random or spot inspections of employees work. The Supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Village at the Vendor's expense. Training includes, but shall not be limited to, geographic areas of the Village, field equipment, and safety. The Village reserves the right to require a replacement of the Supervisor if they do not meet Village standards.

The Contractor should also coordinate any utilities that could be impacted by the cleaning, maintenance or removal of poles. The utility companies should be notified within 72 hours, unless it is an emergency and then they should be contacted immediately, prior to work being conducted. This can be done by calling JULIE at 1-800-892-0123. The Contractor shall be responsible for damage to utilities and shall, at its own expense, restore such property to a condition equal to that in existence prior to the commencement of work, as may be directed by the owners. If a tree is impeding maintenance, contact the Public Works Foreman or his designee to have the tree trimmed.

All work shall be conducted between the hours of 7:00am and 7:00pm, Monday through Friday. No work will be done during Village Holidays unless it is an emergency. The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Day (January 1)

Memorial Day

Juneteenth

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day (December 25)

New Year's Eve



Any emergency services needed are to be provided within 90 minutes of notification. Provide a 24-hour emergency telephone number to contact a representative in case of emergency

#### **6. REPORTING**

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Public Works Foreman or his/her designee weekly. The weekly report should also indicate any issues that the crews have experienced during the maintenance as well as any work planned that was not accomplished. If any changes to this report occur, it is the Contractor's responsibility to notify him prior to conducting the work. Also, if traffic will be impacted, notification should be provided to the Willowbrook Police Department. All notification should be made 72 hours prior to work starting.

#### **7. DAMAGES**

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Public Works Foreman or his/her designee. In addition, any street light that is damaged must be repaired by the Contractor.

#### **8. EQUIPMENT & MATERIALS NEEDED**

All materials needed shall be provided by the contractor. The materials include, but are not limited to, the following:

- 1) Small aerial truck
- 2) Backhoe as-needed for foundation repair
- 3) Truck to hold small power tools and equipment
- 4) Arrow board
- 5) Roadway advance warning signs

All equipment should have the name of the Contractor on it, maintained to provide a clean and mechanically sound image, and be approved by the Village. In addition all products must meet applicable federal, state, and local safety standards and be appropriately licensed and inspected by the State of Illinois.

#### **9. PERSONNEL**

All personnel working on the electronic components or wiring assigned to this account shall be a licensed electrician. In addition, the Contractor's employees operating the aerial truck must have a valid COL driver's license, if required based on truck size, by checking for proof of license prior to being assigned to work with the Village, and at least once every six months. The Contractor shall notify Village of unsatisfactory results.

All personnel shall be responsible to conduct the work in such a manner as to complete it accurately and within the time specified. If any person employed appears to be incompetent, disorderly or unfaithful, he/she shall, upon request of the Public Works Foreman or their

appointed representative, be at once discharged and shall not be employed again on any contracts with the Village. The Village reserves the right to require a replacement of any employee that does not meet Village standards.

#### **10. PRICING**

Costs should be all inclusive of labor, materials, equipment, transportation, and trip charges. All costs associated with travel to and from each site will be included within the price proposed and will not be reimbursed by the Village.

- 1) All materials and equipment shall be provided by the Contractor
- 2) All costs associated with traffic control shall be included and will be considered as incidental to performing the required work
- 3) Bulb disposal shall be the responsibility of the contractor
- 4) Personnel shall be responsible for their own safety equipment, including but not limited to safety boots and hardhats. Uniforms are not required.
- 6) Pricing shall include the contractor's participation in the JULIE One Call System.

## **SPECIAL TERMS & CONDITIONS**

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### **1. INSURANCE**

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$2,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

## **B. BUSINESS AUTO LIABILITY INSURANCE**

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

## **C. WORKERS' COMPENSATION INSURANCE**

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

## **D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE**

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$5,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$5,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$5,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us).

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall



furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.
9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:
  - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

## **2. AFFIDAVITS**

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

## **3. NEW PARTS AND MATERIALS**

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the contractor warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

## **4. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

## **5. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)**

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.



## **6. TOXIC SUBSTANCES DISCLOSURES**

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

## REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2015.

Municipality/Agency: City of Darien  
Address: 1702 Plainfield Rd.  
City, State, Zip Code: Darien, IL. 60 51  
Contact Person/Telephone Number: Dan Gombac (630) 353-8106  
Dates of Service/Award Amount: 2021 - 2023 \$140,880.00

Municipality/Agency: Village of Downers Grove  
Address: 5101 Walnut Ave.  
City, State, Zip Code: Downers Grove, IL 60515  
Contact Person/Telephone Number: Ed Lowandowski (630) 434-6812  
Dates of Service/Award Amount: 2021 - 2024 N/A

Municipality/Agency: Village of Burr Ridge  
Address: 451 Commerce St.  
City, State, Zip Code: Burr Ridge, IL. 60527  
Contact Person/Telephone Number: David Pressig (630) 280-5065  
Dates of Service/Award Amount: N/A

Municipality/Agency: Village of Hodgkins  
Address: 8990 Lyons St.  
City, State, Zip Code: Hodgkins, IL. 60525  
Contact Person/Telephone Number: Melody Sale (708) 579-6700  
Dates of Service/Award Amount: N/A

Municipality/Agency: Village of Lemont  
Address: 16680 New Ave.  
City, State, Zip Code: Lemont, IL. 60439  
Contact Person/Telephone Number: Randy Earnest (630) 257-2532  
Dates of Service/Award Amount: N/A

## DISQUALIFICATION OF CERTAIN CONTRACTORS

### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

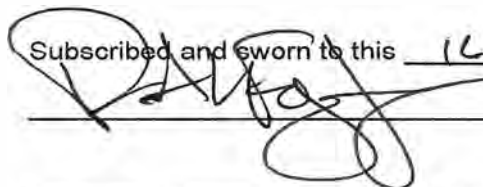
(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

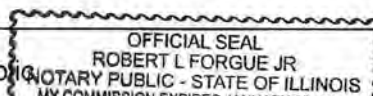
(Signature of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 16 day of JANUARY, 2022.



Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

**ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION**

Patrick Durkin \_\_\_\_\_, being first duly sworn, deposes and says that  
he is President  
(Partner, Officer, Owner, Etc.)

Of Rag's Electric, Inc.  
(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.

\_\_\_\_\_  
(Name of Contractor if the Contractor is an Individual)

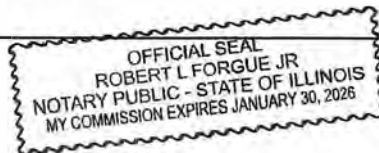
\_\_\_\_\_  
(Name of Partner if the Contractor is a Partnership)

\_\_\_\_\_  
(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 16 day of January, 2022,

\_\_\_\_\_  
Notary Public



*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**TAX COMPLIANCE AFFIDAVIT**

Patrick Durkin, being first duly sworn, deposes and says that  
he is President

(Partner, Officer, Owner, Etc.)

Of Rag's Electric, Inc.

(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 16 day of JANUARY, 2022

Notary Public

OFFICIAL SEAL  
ROBERT L FORGUE JR  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES JANUARY 30, 2026

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

<b>SUB-CONTRACTOR INFORMATION</b>
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(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

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**CONFLICT OF INTEREST**

Patrick Durkin, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.

(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 16 day of JANUARY, 2022,

Notary Public

OFFICIAL SEAL  
ROBERT L FORGUE JR  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES JANUARY 30, 2026

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

## **Appendices**

- Appendix A – Willowbrook Full Inventory List
- Appendix B – Willowbrook Lights Overall Changed Out Map
- Appendix C – Village of Willowbrook LED Inventory List

Note, if Microsoft Excel files of Appendix A and C are preferred, email [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) to request the Excel files.

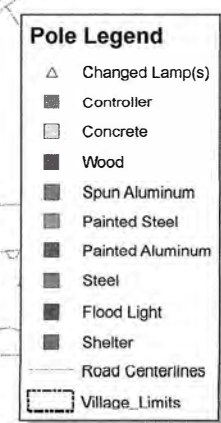
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Case No.	Case Name	Case Type	Case Status	Case Date	Case Time	Case Location	Case Description	Case Details	Case Notes	Case Actions	Case Comments	Case History	Case Attachments	Case Tags	Case Filters	Case Sort	Case Page
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# VILLAGE OF WILLOWBROOK

## BOARD MEETING

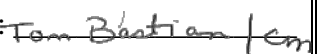
### AGENDA ITEM - HISTORY/COMMENTARY


**ITEM TITLE:**

A RESOLUTION APPROVING AND AWARDING A CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO ATTEST TO AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO PROVIDE TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL SERVICES TO THE VILLAGE OF WILLOWBROOK

**AGENDA NO. 9**
**AGENDA DATE: 02/27/2023**
**STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator

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

**SIGNATURE:** 
**RECOMMENDED BY:** Sean Halloran, Village Administrator

**SIGNATURE:** 
**REVIEWED & APPROVED BY COMMITTEE:**
**YES** ☐
**NO** ☐
**N/A** ☒
**BACKGROUND/DISCUSSION**

For several years, the Village has contracted for tree trimming, removal, & stump removal services. In prior years, the Village requested services on an informal basis, which required contacting several vendors and collecting quotes for specific services.

On December 13, Village staff released RFP #010 for tree trimming, removal, & stump removal services, sending it to 11 vendors in total. Bids for this RFP were due by January 11. Staff received two bids from NJ Ryan and Yellowstone Landscaping. This is the first time in Village history that a tree trimming, removal, & stump removal services contract was sought while utilizing the Village of Willowbrook's Purchasing Policy.

The scope of work for this contract includes tree trimming, tree removal, & stump removal services. Considering their lower quoted prices across the board, Village staff decided to proceed with NJ Ryan for the contract award. NJ Ryan has been providing various forestry services to the Village since 2015. Staff have been pleased with the services they have provided to Willowbrook over the years. Village staff are confident that NJ Ryan will continue to provide quality services to the Village.

See the attached bid pricing table for Yellowstone Landscaping and NJ Ryan's quoted prices for 2023, 2024, and 2025 services.

**STAFF RECOMMENDATION**

Staff recommends adopting the resolution to approve the execution of a contract with NJ Ryan for tree trimming, removal, & stump removal services to be provided during 2023, 2024, and 2025.

**ACTION PROPOSED:** Adopt the Resolution.

**Base Bid A - Tree Removal Services**

Service	Tree Diameter	1/1/23 to 12/31/23 Unit Price Per Inch	1/1/24 to 12/31/24 Unit Price Per Inch	1/1/25 to 12/31/25 Unit Price Per Inch
Annual Routine Tree Removal Service				
	1-11"	\$ 8.00	\$ 8.00	\$ 8.00
	12-18"	\$ 14.00	\$ 14.00	\$ 14.00
	19-26"	\$ 18.00	\$ 18.00	\$ 18.00
	27-36"	\$ 18.00	\$ 18.00	\$ 18.00
	37"+	\$ 18.00	\$ 18.00	\$ 18.00
As Needed Tree Removal Service				
	1-11"	\$ 8.00	\$ 8.00	\$ 8.00
	12-18"	\$ 14.00	\$ 14.00	\$ 14.00
	19-26"	\$ 18.00	\$ 18.00	\$ 18.00
	27-36"	\$ 18.00	\$ 18.00	\$ 18.00
	37"+	\$ 18.00	\$ 18.00	\$ 18.00

**Emergency Services for Tree Removal**

	Unit Price Per Crew-Hour
Time	
During Normal Working Hours	
	\$ 365.00
Outside Normal Working Hours	
	\$ 465.00

**Base Bid B - Tree Trimming**

Service	Tree Diameter	1/1/23 to 12/31/23 Unit Price Per Inch	1/1/24 to 12/31/24 Unit Price Per Inch	1/1/25 to 12/31/25 Unit Price Per Inch
Annual Routine Tree Trimming				
	17"	\$ 8.00	\$ 8.00	\$ 8.00
	8-15"	\$ 8.00	\$ 8.00	\$ 8.00
	15"	\$ 8.00	\$ 8.00	\$ 8.00
As-needed Tree Trimming Request				
	17"	\$ 8.00	\$ 8.00	\$ 8.00
	8-15"	\$ 8.00	\$ 8.00	\$ 8.00
	15"	\$ 8.00	\$ 8.00	\$ 8.00

**Emergency Services for Tree Trimming**

Time	Unit Price Per Crew-Hour
During Normal Working Hours	\$ 365.00
Outside Normal Working Hours	\$ 465.00

**Base Bid C - Stump Removal Services**

Service	Tree Diameter	1/1/23 to 12/31/23 Unit Price Per Inch	1/1/24 to 12/31/24 Unit Price Per Inch	1/1/25 to 12/31/25 Unit Price Per Inch
Annual Routine Stump Removal	1-11"	\$ 6.00	\$ 6.00	\$ 6.00
	12-18"	\$ 8.00	\$ 8.00	\$ 8.00
	19-26"	\$ 12.00	\$ 12.00	\$ 12.00
	27-36"	\$ 14.00	\$ 14.00	\$ 14.00
	37"+	\$ 14.00	\$ 14.00	\$ 14.00
As Needed Tree Removal Service	1-11"	\$ 6.00	\$ 6.00	\$ 6.00
	12-18"	\$ 8.00	\$ 8.00	\$ 8.00
	19-26"	\$ 12.00	\$ 12.00	\$ 12.00
	27-36"	\$ 14.00	\$ 14.00	\$ 14.00
	37"+	\$ 14.00	\$ 14.00	\$ 14.00

**Emergency Services for Stump Removal**

Time	Unit Price Per Crew-Hour
During Normal Working Hours	\$ 365.00
Outside Normal Working Hours	\$ 465.00

Service	Tree Diameter (dbh) Classes	Estimated Quantities	1/1/23 to 12/31/23 Unit Price per inch <sup>1</sup>	1/1/24 to 12/31/24 Unit Price per inch <sup>1</sup>	1/1/25 to 12/31/25 Unit Price per inch <sup>1</sup>
Annual Routine Tree Trimming	17"	100	\$ 8.00	\$ 8.00	\$ 8.00
	8-15"	80	\$ 8.00	\$ 8.00	\$ 8.00
	15"	4	\$ 8.00	\$ 8.00	\$ 8.00
As-needed Tree Trimming Request	17"	50	\$ 8.00	\$ 8.00	\$ 8.00
	8-15"	40	\$ 8.00	\$ 8.00	\$ 8.00
	15"	2	\$ 8.00	\$ 8.00	\$ 8.00

<sup>1</sup> Unit Prices include all equipment, materials and personnel cost. Normal business hours are from 7:00am-5:00pm Monday-Friday. Emergency hours are from 5:01pm-6:59am and include Saturdays, Sundays, and Holidays.

#### EMERGENCY SERVICES FOR TREE TRIMMING

Time	Unit Price per Crew-Hour
During Normal Working Hours	\$ 365.00
Outside Normal Working Hours	\$ 465.00

Crew-hour rate shall include labor, equipment and materials cost

1/20/2023

Note: Final Best Offer



DARIN RYAN, OWNER

NJ RYAN TREE + LANDSCAPE LLC

BASE BID C – STUMP REMOVAL SERVICES (AS SPECIFIED IN SECTION II – STUMP REMOVAL SERVICES)



**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AWARDED A CONTRACT AND  
AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE CLERK TO  
ATTEST TO AN AGREEMENT WITH N.J. RYAN TREE & LANDSCAPE, LLC TO  
PROVIDE TREE TRIMMING, TREE REMOVAL, AND STUMP REMOVAL  
SERVICES TO THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village of Willowbrook (the “Village”) sought bids to provide tree trimming, tree removal and stump removal services to the Village; and

**WHEREAS**, upon review of the bids received by the Village, the Village has determined that N.J. Ryan Tree & Landscape, LLC is the lowest responsible bidder to perform tree trimming, tree removal and stump removal for the Village, and it is in the best interest of the Village to enter into an agreement with N.J. Ryan Tree & Landscape, LLC for tree trimming, tree removal, and stump removal services in the Village upon the terms and conditions and at the costs and utilizing the equipment all as set forth in N.J. Ryan Tree and Landscape, LLC’s bid dated January 10, 2023, attached hereto and expressly made a part of this Resolution and Agreement, as if each term of said proposal was repeated verbatim.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized and directed to execute an Agreement with N.J. Ryan Tree & Landscape, LLC, for tree trimming, tree removal and stump removal, on a time and material basis, and utilizing the equipment all as set forth in the attached Agreement and Bid Proposal, attached hereto as Exhibit “A” and made a part hereof, which Agreement is hereby approved.

**BE IT FURTHER RESOLVED** that the Village Clerk is directed to attest to the Mayor’s signature, all on behalf of the Village of Willowbrook

PASSED and APPROVED this 27<sup>th</sup> day of February, 2023, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**Agreement for Tree Trimming, Tree Removal and Stump Removal Between N.J. Ryan  
Tree and Landscape, LLC and the Village of Willowbrook**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND N.J. RYAN TREE & LANDSCAPE, LLC FOR 2023 TREE TRIMMING, TREE  
REMOVAL AND STUMP REMOVAL**

THIS AGREEMENT ENTERED INTO THIS 27<sup>th</sup> day of February, 2023 between N.J. Ryan Tree & Landscape, LLC, an Illinois limited liability corporation (“Contractor”), and the Village of Willowbrook, a municipal corporation of the State of Illinois (“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 contract for the 2023 tree trimming, tree removal and stump removal in the Village of Willowbrook.

2. Contractor has submitted an acceptable proposal to the Village for 2023 tree trimming, tree removal and stump removal. Such proposal, dated January 10, 2023, is expressly incorporated herein and made a part of this Agreement, as if each and every term was recited verbatim herein.

3. Contractor agrees to perform tree trimming, tree removal and stump removal on behalf of the Village in a timely manner, as determined by the Village. Contractor shall complete all such work in a good and workmanlike manner.

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 at the unit prices set forth in the base bids for the year 2023 as set forth in those certain unit bid pricing tables A, B, and C, and equipment costs, attached to Contractor's Bid Proposal, attached hereto and made a part hereof. Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

7. 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).

8. 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.

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.

9. 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 of 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.

10. 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.

11. 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.

12. 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, as provided on pages 34-37, inclusive of Contractor's Proposal attached hereto as Exhibit "A", and expressly incorporated herein.

B. 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.

C. 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.

13. 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.

14. 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 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.

15. 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 Agreement by written notice to Contractor, effective immediately upon mailing.

16. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to N.J. Ryan Tree & Landscape, LLC, 17271 Route 23, DeKalb, Illinois 60115 as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

17. 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.

18. Time is of the essence of this Agreement.

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

Contractor:  
N.J. RYAN TREE & LANDSCAPE, LLC

By: \_\_\_\_\_  
Darin Ryan, its duly  
authorized agent

VILLAGE OF WILLOWBROOK

By: \_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

# REQUEST FOR PROPOSAL

FOR TREE TRIMMING, TREE REMOVAL, & STUMP REMOVAL  
SERVICES

FOR

THE VILLAGE

OF WILLOWBROOK



Advertised: December 13, 2022

Due: January 11, 2023, 11:30 a.m.

### **LEGAL NOTICE**

Official notice is hereby given that separate sealed proposals will be received at Village Hall, Village of Willowbrook, 835 Midway Drive., Willowbrook, IL 60527 until 11:30 a.m. local time on January 11, 2023, and then at said office publicly opened and read aloud for the following:

**RFP NO: 010**

#### **RFP ON: TREE TRIMMING, TREE REMOVAL, & STUMP REMOVAL SERVICES**

The Village of Willowbrook seeks assistance from a highly qualified firm to provide spoil hauling services for the Village of Willowbrook as described in this Request for Proposal (RFP). **Sealed** proposals must be received at Village Hall, 835 Midway Drive, Willowbrook, IL, **before January 11, 2023 at 11:30 a.m.** per the requirements stated in the RFP. No late, faxed, or electronic proposals will be accepted.

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

Questions pertaining to the project may be directed to Alex Arteaga [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) no later than January 3, 2023, by 5:00 p.m.

Alex Arteaga

Assistant to the Assistant Village Administrator

Village of Willowbrook



## Bid Pricing Tables

### BASE BID A - TREE REMOVAL SERVICES

Service	Tree Diameter (dbh) Classes	Estimated Quantities	1/1/23 to 12/31/23 Unit Price per inch <sup>1</sup>	1/1/24 to 12/31/24 Unit Price per inch <sup>1</sup>	1/1/25 to 12/31/25 Unit Price per inch <sup>1</sup>
Annual Routine Tree Removal Service	1-11"	25	\$ 8.00	\$ 8.00	\$ 8.00
	12-18"	16	\$ 14.00	\$ 14.00	\$ 14.00
	19-26"	8	\$ 18.00	\$ 18.00	\$ 18.00
	27-36"	3	\$ 18.00	\$ 18.00	\$ 18.00
	37" +	3	\$ 18.00	\$ 18.00	\$ 18.00
As-needed Tree Removal Service	1-11"	12	\$ 8.00	\$ 8.00	\$ 8.00
	12-18"	7	\$ 14.00	\$ 14.00	\$ 14.00
	19-26"	4	\$ 18.00	\$ 18.00	\$ 18.00
	27-36"	2	\$ 18.00	\$ 18.00	\$ 18.00
	37" +	2	\$ 18.00	\$ 18.00	\$ 18.00

<sup>1</sup> Unit Prices include all equipment, materials and personnel cost.

### EMERGENCY SERVICES FOR TREE REMOVAL

Time	Unit Price per Crew-Hour
During Normal Working Hours	\$ 365.00
Outside Normal Working Hours	\$ 465.00

Crew-hour rate shall include labor, equipment and materials cost. Emergency hours are from 5:01pm-6:59am and include Saturdays, Sundays, and Holidays.

Service	Tree Diameter (dbh) Classes	Estimated Quantities	1/1/23 to 12/31/23 Unit Price per inch <sup>1</sup>	1/1/24 to 12/31/24 Unit Price per inch <sup>1</sup>	1/1/25 to 12/31/25 Unit Price per inch <sup>1</sup>
Annual Routine Tree Trimming	17"	100	\$ 8.00	\$ 8.00	\$ 8.00
	8-15"	80	\$ 8.00	\$ 8.00	\$ 8.00
	15"	4	\$ 8.00	\$ 8.00	\$ 8.00
As-needed Tree Trimming Request	17"	50	\$ 8.00	\$ 8.00	\$ 8.00
	8-15"	40	\$ 8.00	\$ 8.00	\$ 8.00
	15"	2	\$ 8.00	\$ 8.00	\$ 8.00

<sup>1</sup> Unit Prices include all equipment, materials and personnel cost. Normal business hours are from 7:00am-5:00pm Monday-Friday. Emergency hours are from 5:01pm-6:59am and include Saturdays, Sundays, and Holidays.

#### EMERGENCY SERVICES FOR TREE TRIMMING

Time	Unit Price per Crew-Hour
During Normal Working Hours	\$ 365.00
Outside Normal Working Hours	\$ 465.00

Crew-hour rate shall include labor, equipment and materials cost

1/20/2023

Note: Final Best Offer



DARIN RYAN, OWNER

NJ RYAN TREE + LANDSCAPE LLC

BASE BID C – STUMP REMOVAL SERVICES (AS SPECIFIED IN SECTION II – STUMP REMOVAL SERVICES)

BASE BID B – TREE TRIMMING (AS SPECIFIED IN SECTION III – TREE TRIMMING SERVICES)

Service	Tree Diameter (dbh) Classes	Estimated Quantities	1/1/23 to 12/31/23 Unit Price per inch <sup>1</sup>	1/1/24 to 12/31/24 Unit Price per inch <sup>1</sup>	1/1/25 to 12/31/25 Unit Price per inch <sup>1</sup>
Annual Routine Tree Trimming	17"	100	\$ 14.00	\$ 14.00	\$ 14.00
	8-15"	80	\$ 14.00	\$ 14.00	\$ 14.00
	15"	4	\$ 14.00	\$ 14.00	\$ 14.00
As-needed Tree Trimming Request	17"	50	\$ 14.00	\$ 14.00	\$ 14.00
	8-15"	40	\$ 14.00	\$ 14.00	\$ 14.00
	15"	2	\$ 14.00	\$ 14.00	\$ 14.00

<sup>1</sup> Unit Prices include all equipment, materials and personnel cost. Normal business hours are from 7:00am-5:00pm Monday-Friday. Emergency hours are from 5:01pm-6:59am and include Saturdays, Sundays, and Holidays.

EMERGENCY SERVICES FOR TREE TRIMMING

Time	Unit Price per Crew-Hour
During Normal Working Hours	+ 365.00
Outside Normal Working Hours	+ 465.00

Crew-hour rate shall include labor, equipment and materials cost

BASE BID C – STUMP REMOVAL SERVICES (AS SPECIFIED IN SECTION II – STUMP REMOVAL SERVICES)

	Tree Diameter (dbh) Classes	Estimated Quantities	1/1/23 to 12/31/23 Unit Price per inch <sup>1</sup>	1/1/24 to 12/31/24 Unit Price per inch <sup>1</sup>	1/1/24 to 12/31/24 Unit Price per inch <sup>1</sup>
Annual Routine Stump Removal Service	1-11"	36	\$ 6.00	\$ 6.00	\$ 6.00
	12-18"	26	\$ 8.00	\$ 8.00	\$ 8.00
	19-26"	10	\$ 12.00	\$ 12.00	\$ 12.00
	27-36"	3	\$ 14.00	\$ 14.00	\$ 14.00
	37" +	2	\$ 14.00	\$ 14.00	\$ 14.00
As-needed Stump Removal Service	1-11"	15	\$ 6.00	\$ 6.00	\$ 6.00
	12-18"	13	\$ 8.00	\$ 8.00	\$ 8.00
	19-26"	5	\$ 12.00	\$ 12.00	\$ 12.00
	27-36"	2	\$ 14.00	\$ 14.00	\$ 14.00
	37" +	2	\$ 14.00	\$ 14.00	\$ 14.00

<sup>1</sup> Unit Price includes all equipment, materials and personnel cost.

EMERGENCY SERVICES FOR STUMP REMOVAL

Time	Unit Price per Crew-Hour
During Normal Working Hours	\$ 365.00
Outside Normal Working Hours	\$ 465.00

Crew-hour rate shall include labor, equipment and materials cost



## SUBMISSION INFORMATION

Village of Willowbrook  
835 Midway Dr  
Willowbrook, IL 60527

INVITATION: #010  
BID OPENING DATE: January 11, 2023  
TIME: 11:30 A.M. Local Time  
LOCATION: Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB or compact disc)

## REQUEST FOR PROPOSAL INFORMATION

Company Name: NJ RYAN TREE + LANDSCAPE LLC  
Address: 17271 IL RT 23  
City, State, Zip Code: DEKALB IL 60115

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % 0 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items below (Exhibit A), subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [Signature] Company Name: NJ RYAN TREE + LANDSCAPE LLC

Typed/Printed Name: DARIN RYAN Date: 1-10-2023

Title: MEMBER/OWNER Telephone Number: 630-800-8767

E-mail: D.RYANTREE@HOTMAIL.COM Fax Number: 815-756-8744

## PROJECT SPECIFICATIONS

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### 1. GENERAL AND BACKGROUND INFORMATION – VILLAGE OF WILLOWBROOK

The Village of Willowbrook, hereafter referred to as the "Village", 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 48 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

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Tree trimming, tree removal, and stump removal services.

### 3. PROPOSAL PRICE

Respondent contractors are encouraged to remit proposals for services included in the Scope of Work outlined above. Please provide a fee proposal as structured on pages 3-5 of this RFP consistent with those service(s) for which you intend to submit a proposal. Proposal submissions that fail to include pricing for each service(s) included within their bid shall be considered incomplete and will be rejected without any further consideration. The Contractor may include an alternative solution to the fee structure on pages 3-5 of this RFP but must provide a completed copy of pages 3-5 of this RFP.

### 4. AWARD

Award will be made to the Contractor who is best qualified to perform in accordance with the terms and conditions of the specifications including the evaluation criteria specified herein for each group. 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 proposals.

### 5. TERM OF AGREEMENT

Services are expected to begin January 2023.



The term of this Agreement shall be three (3) years from the date of award. The Municipality reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Municipality's discretion. The awarded Contractor is permitted to ask for price revisions after the initial period shall be submitted at least ninety (90) 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.

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

At the end of any subsequent contract term, the Municipality 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 Municipality; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

The Municipality reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

## **6. SPECIFICATIONS**

See pages 22-33.

## **7. INVOICES AND PAYMENTS**

The Contractor shall submit invoices to the Village detailing the services provided directly to the Village. All services shall be invoiced based on unit pricing and quantities used. The Village shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Village. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Contractor shall submit invoices as soon as possible after completion of the Work. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked and services rendered by each individual during the period stated.

Invoices shall be delivered to:

Attn: AJ Passero  
Village of Willowbrook  
835 Midway Dr.  
Willowbrook, IL 60527

## 8. CALENDAR OF EVENTS/TENTATIVE AND SUBJECT TO CHANGE

DATE	ACTIVITY
December 13, 2022	Request for Proposals are advertised on the Village website.
January 3, 2023	Last day to submit questions and requests for clarification.
January 11, 2023	<p><b>Deadline for Proposal Submission.</b> Proposals received after the date and time identified will be returned unopened.</p> <p>Submit One (1) original, one (1) copy, and one (1) electronic (USB or compact disc) copy of the complete/signed proposal by January 11, 2023 before 11:30 A.M. CST, to:</p> <p style="text-align: center;">Attn: AJ Passero Village of Willowbrook 835 Midway Dr. Willowbrook IL 60527 RFP # 010 RFP ON: TREE TRIMMING, TREE REMOVAL, &amp; STUMP REMOVAL SERVICES</p>
January 23, 2023	Potential Approval of Firm by Willowbrook Board of Trustees
TBD Based on Required Tree Trimming, Tree Removal, & Stump Removal Services.	Services Start Date: no earlier than 1/1/2023.

## 9. ADDITIONAL INFORMATION

Should the Contractor require additional information about this request for proposal, submit questions via email to: [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us). Questions are required no later than 5:00 P.M. on January 3, 2023.

ANY and ALL changes to these specifications are valid only if they are included by written addendum. No interpretation of the meaning of the scope of work will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from any obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

The Village recognizes that in some cases the information conveyed in this RFP may provide an insufficient basis for performing a complete analysis of the RFP requirements. Prospective Contractors are therefore requested to make the best possible use of the information provided, without the expectation that the Village will be able to

answer every request for further information, or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

## INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

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### 1. ADDITIONAL INFORMATION

- A. Definition: The Request for Proposals (RFP) process is a method of procurement permitting discussions with responsible contractors and revisions to proposals prior to award of a contract. Proposal openings will occur publicly, however proposals will be evaluated comprehensively by Village staff. Award will be based on the criteria set forth herein.
- B. Examination of Documents: Prior to submitting a proposal, Contractors are advised to carefully examine the contract documents, project scope and work tasks to be accomplished, specifications, insurance requirements and required affidavits; becoming thoroughly familiar with all conditions, instructions and specifications governing this proposal. If a proposal is accepted, the Contractor shall be responsible for, and the Village will make no allowance for, any errors in the proposal resulting from the Contractor's failure or neglect to comply with these instructions.
- C. Form of Proposal: Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village. Additional information, as requested by the Village, shall be submitted in accordance with instructions contained within these documents. Failure to execute proposals as required may, at the sole discretion of the Village, be cause for rejection.
- D. Execution of Proposal: Proposals shall be signed by an authorized officer or Manager of the Contractor. If the Contractor is a corporation, the proposal shall bear the name of the corporation, and be signed by the president and secretary of the corporation. Should the proposal be signed by an officer(s) other than the president and secretary of the corporation, the proposal must be accompanied by an affidavit authorizing such officer(s) to bind the corporation.
- E. Incurred Costs: The Village will not be liable in any way for any costs incurred by Contractor in replying to this Request for Proposal.

### 2. SUBMISSION OF PROPOSAL

All proposals shall be submitted in a sealed envelope to the Village Administrator's Office, Village of Willowbrook, 835 Midway Dr, Illinois, 60527, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: Contractor's name, address, subject matter of the proposal, proposal number, and date and hour designated for the closing of receipt of proposals as shown in the notice.

Where proposals are sent by mail or courier service, the Contractor shall be responsible for their delivery to the Village Administrator's Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

The Village will not accept proposals transmitted by facsimile (fax) or e-mail.

The Village shall not be held responsible for the premature opening or non-opening of a proposal not properly addressed and identified in accordance with these instructions, except as otherwise provided by law.

### **3. WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn before the time designated for the closing of receipt of proposals by written request. However, no proposal shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Contractors withdrawing their proposal prior to the time and date set for closing of receipt of proposals may still submit another proposal if done in accordance with these instructions.

### **4. EVALUATION PROCESS**

The Village will apply the evaluation criteria specified herein in determining the Contractor deemed to be the most advantageous and best qualified to perform in accordance with the terms and conditions of the Agreement.

- A. The Village receive written proposals as follows: One (1) original, one (1) copies, and one (1) electronic (USB or compact disc) copy of the Proposal shall be submitted. The proposals should include the resume of the firm, location of the firm, references from past and present clients, descriptions of projects of similar scope and experience, the names and background of project personnel and any other submittals requested within the proposal document.
- B. The Village will review and evaluate the proposals based on the established selection criteria and a comparison of all proposals. If necessary, the Village may request a meeting with one or more offerors to clarify and/or expand on the Proposal. In accordance with the requirements of the Proposal, the Village may negotiate terms, conditions, and fees with one or more offerors.
  - a. All offerors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Village require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the Village.
  - b. The Village may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Village shall not disclose any information derived from one Proposal to any other offeror. The Village reserve the right to request the offeror to provide additional information during this process

During discussions, the offeror shall be prepared to cover the following topics:

- i. The specific services to be provided;

- ii. Qualifications of the offeror, including work on projects of similar scope and experience, the background of project personnel, etc., and;
  - iii. The working relationship to be established between the Village and the Contractor, including, but not limited to, what each party should expect from the other.
- c. The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to accomplish the purpose of this RFP. The Village may require the RFP and the offeror's entire Proposal to be made an integral part of the resulting contract. This implies that the Village will hold all responses, supplemental information, and other submissions provided by the offeror during discussions or negotiations as contractually binding on the successful offeror. When the Village determines an offeror's Proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its Proposal.
- C. The Village will select the Proposal, which appears to be the most advantageous based on the ability to meet the criteria. The Village's municipal manager/administrator or board of trustees/city council, as the case may be, will have the right to execute an agreement with the Contractor who is deemed to be the most advantageous and who is best qualified to perform in accordance with the terms and conditions of the Agreement. The Village reserve the right to reject any or all bids

## **5. EVALUATION CONSIDERATION**

### **1. Responsiveness with Request for Proposals**

This evaluation refers to the adherence to all conditions and requirements of the Request for Proposal.

### **2. Required Submittals**

Qualified firms interested in providing the services described are invited to submit a complete Proposal for consideration. The Proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for the non-acceptance of the Proposal.

The Contractor may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Contractor's submittal in a section separated from the remainder of the Proposal.

### **3. Acceptability of Proposals**

This refers to the adherence to all conditions and requirements of the Request for Proposals. The offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- i. Acceptable;
- ii. Unacceptable



<b>Grading Criteria Value</b>	
1.	Services Provided
2.	Qualifications and Experience of Firm
3.	References of Firm
4.	Proposal Pricing

### **1. Services Provided**

Rating will be based on an assessment of the Contractors' knowledge and understanding of the the scope of services and familiarity with the specifications. Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include the backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

### **2. Qualifications and Experience of Firm**

Provide a narrative describing the role of and introducing each key individuals or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects and outstanding performance on previous projects. Little or no experience on the type of project will receive fewer points.

### **3. References of the Firm**

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum, five (5) project references with contact names, titles, telephone numbers, e-mail and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience on this type of project will receive fewer points.

**4. Proposal Pricing**

This refers to the rate of pay for the various daily, weekly, monthly, quarterly, and annual services combined with total number of labor hours.

## GENERAL TERMS AND CONDITIONS

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### 1. CONTRACTOR QUALIFICATIONS

All Contractors must be qualified Consultants and demonstrate the capability to provide services required in accordance with the proposal specifications. Proposals shall be evaluated using the aforementioned Evaluation Considerations. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process (not listed in order of priority):

- Services Provided
- Qualifications and Experience of Firm
- References of the Firm
- Proposal Pricing

### 2. ADDITIONS/DELETIONS

The volumes identified herein are estimated quantities. The Village does not guarantee any specific quantities and shall not be held responsible for any deviation. This contract shall cover the Village requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, increase/decrease locations and add a Municipality during the term of the Agreement, whatever is deemed to be in the best interest of the Village. Any new product's price will be subsequently negotiated with the winning Contractor(s).

In the event awarded Contractor(s) is unavailable, the Village reserves the right to use whatever Contractor is available to minimize and/or mitigate the damages to the Village.

### 3. DOCUMENT OBTAINED FROM OTHER SOURCES

**The Village of Willowbrook is the only official source for proposal packages and supporting materials.** Registration with the Village is the only way to ensure Contractors receive all addenda and other notices concerning this project. The Village cannot ensure that Contractors who obtain proposal packages from sources other than the Village will receive addenda and other notices. All Contractors are advised that proposals that do not conform to the requirements of this proposal package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or their proposal disqualified. **In such cases, the Village will NOT re-release the project absent extraordinary circumstances.**

### 4. CONTACT WITH VILLAGE PERSONNEL

All Contractors are prohibited from making any contact with the Village's Administrator, Trustees, or any other official or employee of the Village with regard to the request for proposals, other than in the manner and to the person(s) designated herein. The Village Administrator reserves the right to disqualify any Contractor found to have contacted Village Personnel in any manner with regard to the request for proposals. Additionally, if the Village

Administrator determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

#### **5. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST**

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village requires all Offerors including owners or employees to investigate whether a potential or actual conflict of interest exists between the Offeror and any Village, their officials, and/or employees. If the Offeror discovers a potential or actual conflict of interest, the Offeror must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Offeror from consideration. Information provided by Offerors in this regard will allow the Village to take appropriate measures to ensure the fairness of the proposal process.

The Village requires all Offerors to submit a certification, enclosed with this proposal packet, that the Offeror has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a proposal, all Offerors acknowledge and accept that if any Village discovers an undisclosed potential or actual conflict of interest, that Village may disqualify the Offeror and/or refer the matter to the appropriate authorities for investigation and prosecution.

#### **6. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this request for proposals shall be interpreted as meaning that only the best practice shall prevail.

#### **7. HOLD HARMLESS**

The CONTRACTOR shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Contractor's performance of the Services. The obligations of the Contractor under this Section 11 shall not be limited by any applicable insurance required of the Contractor. Notwithstanding any other contrary provision contained herein, the Contractor's obligations under this Section 11 shall survive the expiration or termination of this Agreement.

#### **8. RESERVATION OF RIGHTS**

The Village reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to

accept any item to any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the proposal process or create any improper advantage to any Contractor; and to waive irregularities and informalities in the proposal process or in any 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 Contractors should not rely upon, or anticipate, such waivers in submitting the Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the proposals.

#### **9. CHANGE IN STATUS**

The successful Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

#### **10. SUBCONTRACTORS**

If the Contractor intends on subcontracting out all or any portion of the engagement, the Contractor must identify any subcontractors on the attached form. Verify that all subcontractors have completed a pre-employment background check.

#### **11. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village's Project Specifications; The Request for Proposals General Terms & Conditions and Special Terms & Conditions, and the successful Contractor's Proposal Response.

#### **12. JURISDICTION, VENUE, CHOICE OF LAW**

This agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Illinois. The parties agree that the sole jurisdiction and venue for any action arising hereunder will be the Circuit Court of DuPage County, Illinois.

#### **13. NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

#### **14. INDEPENDENT CONTRACTOR**

The Contractor is an independent Contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

Employees or Divisions of the contractor may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Village. However, in either case, the Village retains the right to approve or reject personnel assigned or their replacements.

Contractors and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Village, which retains the right to approve or reject replacements.

Other personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience.

#### **15. TERMINATION**

The Village reserves the right to terminate their respective portion of their agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of their agreement. In the event that an agreement is terminated due to Contractor's default, the Village shall be entitled to purchase services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

#### **16. NON APPROPRIATIONS**

The Village reserves the right to terminate the whole or any part of this agreement or to reject proposals, in the event that the Village Board of Trustees does not appropriate sufficient funds for its completion.

#### **17. PROPERTY OF THE VILLAGE**

All documents, findings and work product produced as a result of these services shall become the property of the Village.

#### **18. EQUAL EMPLOYMENT OPPORTUNITY**

The successful Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the Contractor shall comply with any Fair Employment Ordinance that has been adopted by the Village.

#### **19. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("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 part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.



## **20. AUDIT/ACCESS TO RECORDS**

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

## **21. PROTEST PROCEDURE**

The full context of Protest Procedures can be found in the Village of Willowbrook Procurement Policy at. An overview of the procedures are included below.

Any Contractor wishing to file a protest regarding the proposal process may do so by giving written notice to the office of the Village of Willowbrook Village Administrator within three (3) business days of award. This notice should include the title of the requirement, the request for proposal number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Village Administrator's Office shall refer the protest to the Village Administrator or his/her designee within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Administrator may conduct an evidentiary hearing at his or her sole option and may designate a representative to preside at such hearing. The Village Administrator will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing, or the review, whichever is later.

## **22. CONFIDENTIALITY**

Consideration will be given to requests to maintain confidentiality for certain proprietary or confidential information provided in a proposal. If the Contractor desires to maintain confidentiality for specific information, the pages containing the information should be clearly marked on the proposal as "Proprietary and Confidential." In no event should all pages of the proposal be so marked. The proposal should include a separate written request clearly evidencing the need for confidentiality. The Village's Purchasing Manager shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the agreement, all responses, documents, and materials submitted by the Contractor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village's Purchasing Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFP's, a Contractor must inform the Village, of the exact materials in the offer that the Contractor believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.

## **23. RESPONSIBILITY OF CONTRACTOR**

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

## **24. EXCEPTIONS TO SPECIFICATIONS**

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Contractor on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the proposal.

**Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Contractors are cautioned that any exceptions to these specifications may be cause for rejection of the proposal.

Should a Contractor submit a proposal where any exception is not clearly marked, described and explained, the Village will consider the proposal to be in strict compliance with these specifications. If then awarded an agreement, the successful Contractor shall comply with all requirements in accordance with these specifications.

## **25. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor(s). This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources if deemed to be in the best interest of the Village.

## **26. COMPETENCY OF CONTRACTOR**

If requested in writing by the Village, the Contractor must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

## SPECIFICATIONS

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### 1. INTENT

It is the intent of the Village to enter into an agreement with a reputable firm ("Contractor") to provide **any or all** of the following services:

- Tree trimming, tree removal, and stump removal services.

### 2. BID PRICE

The Village of Willowbrook is requesting pricing for three groups of work: Section I – Tree Removal Services, Section II – Stump Removal, and Section III – Tree Trimming Services. Bidders are required to submit pricing for all base bid items.

**Section I – Tree Removal Services** pricing consists of a base bid for tree removal services by the diameter size of the tree (dbh). Section 1 pricing also requests pricing for Emergency Services For Tree Removal for Willowbrook, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

**Section II – Stump Removal Services** pricing consists of stump removal by the diameter size of the stump (dbh).

**Section III – Tree Pruning (Trim Tickets)** pricing is for tree trimming pricing, by hour, during normal business hours (between 7:00am and 5:00pm, Monday through Friday) and after normal business hours (5:01pm to 6:59am, including Saturdays, Sundays, and Holidays).

Unit pricing shall be all-inclusive of all transportation, handling, equipment, labor, material, disposal costs and any other costs required to fulfill the Scope of Work as identified herein.

### 3. SCOPE OF WORK

The Work shall consist of furnishing all labor, materials, equipment, and other incidentals necessary to perform the work as identified herein. All work performed in the Village of Willowbrook will be under the direct supervision of the Public Works Foreman or his/her designee. Bids shall be comprehensive for each area of work:

- Section I – Tree Removal
- Section II – Stump Removal
- Section III – Tree Trimming

#### **Section I – Tree Removal**

The scope of work is for tree removal in addition to providing emergency services for the Municipality. The Municipality shall request tree removal on an on-going basis, typically, monthly.

The proposed scope of work will include the following:

- Tree removal and cleanup

- Provide emergency services for tree removal, as needed
- Site cleanup and responsible for disposal of debris as indicated by the Municipality

#### A. Measurement of Parkway Trees

The diameter of trees shall be measured with a standard D-tape at a point 4 ½ feet above the average ground level at the base of the tree. In cases of multi-stemmed trees whose crotch is 4 ½ feet from the ground or lower, measurement shall be taken one (1) foot below the crotch. If a tree becomes multi-stemmed below one foot, the sum of the diameters of the stems measured at 4 ½ feet above the average ground level at the base of the tree shall be the considered the diameter of the tree. If there is soil between the stems, they shall be considered separate trees. Final diameter measurements shall be reported to the nearest inch with rounding up to occur at increments ½ inch and greater (i.e. 12.50-12.99" = 13.0" dbh) and rounding down to occur at increments lower than ½ inch (i.e. 12.01-12.49" = 12.0" dbh).

#### B. Tree Removal

Tree removal services shall include, but is not limited to the following:

- All removals shall be done per the American National Standards Institute Standard ANSI Z-133 (2012), ANSI A300 (2008) or as amended.
- Cut off the tree at four inches above ground and remove all branches below
- The Contractor will comply with all applicable OSHA (OSHA 29 CFR Part 1926) and other applicable federal and state regulations when removing trees.
- The Contractor shall not use the practice of 'flopping' trees.
- All trees shall be 'limbed out' prior to the final cutting of the trunk.
- Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- Remove trees and stumps in one area before moving to another area of the Municipality
- All debris collected shall be removed immediately and dumped at the designated dumpsite
- All designated trees (stern) must be removed within thirty (30) business days after the Contractor has received a list from the municipality.

#### C. Site Cleanup

Site clean-up shall include, but is not limited to the following:

- Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall re-trim the tree to arborist standards to minimize long-term damage
- All debris should be placed away from the curb and sidewalks to eliminate hazards for the residents of the Municipality. Also, any other debris that would interfere with mowing is to be removed and properly disposed
- Contractor shall repair divots and ruts created by fallen limbs or equipment with black dirt and grass seed.
- All ruts, divots and depressions caused by the removal of the tree shall be filled to adjacent grade level before leaving the work site

#### D. Emergency/Disaster Services

During emergencies, or disaster situations, parkway trees may require immediate removal or pruning to ensure public safety (i.e. tornados, wind storms, severe thunder storms, lightning strikes, etc.). If such conditions exist, the Public Works Foreman will notify the Contractor that emergency measures are being implemented. Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. When requesting emergency/disaster services the Contractor shall provide, at minimum, a three (3) man crew with one chipper truck, chipper and one aerial truck. In addition, the Contractor may be called upon to provide one log grapple loader if deemed necessary by the Public Works Foreman.

The emergency services shall be provided at an hourly rate per man hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the Public Works Foreman. A separate emergency rate for normal business hours and after business hours for emergency work shall be provided. Normal business hours are considered Monday – Friday 7:00am – 5:00pm. Payment will be made for all hours worked at the site.

#### E. Travel Time/Trip Change

In the event that the Contractor is required to respond to an emergency/disaster situation, hours spent traveling to and from the Contractor's location to the Municipality shall not be considered billable. Payment for Emergency/Disaster Services will be made for all hours worked at the site. Invoicing shall only include hours spent at the work site and data that substantiates completion of work during the emergency/disaster, which is required by the Public Works Foreman and is essential for the authorization of payment.

#### F. Posting of No Parking Signs

The Contractor shall examine the area surrounding the tree(s) to be removed and determine, in sufficient time prior to initiating the work on each removal list, whether temporary 'No-Parking' signs are necessary to allow access to tree(s). The Contractor shall contact the CONTRACT MANAGER to obtain the appropriate signage from the Municipality, and the Contractor shall post the signs as necessary. 'No-Parking' signs must be displayed for a minimum of 48 hours prior to enforcement. The Contractor shall remove all signs upon completion of work in that area.

#### G. Removal Lists and Locations of Trees

Trees are inspected by arborists contracted by the Public Works Department. Trees that are identified for removal are placed on a list and marked by the Municipality.

The list of trees to be removed will be provided electronically to the Contractor, with the location of the trees. Before removal, the Contractor must verify that the tree is both tagged and corresponds accordingly to the removal list issued by the Municipality. Tree Removal Lists will contain the street name, numbered address, and diameter and a minimum of five (5) trees to be removed shall be provided to the Contractor. All parkway tree diameters will be measured at breast height or 4 ½ feet above ground level (see A.- Measurement of Parkway Trees).

Work locations will include, but is not limited to, streets, medians and parks throughout the Village. If there are questions of ownership of a tree, the Contractor shall contact the Public

Works Foreman to gain approval prior for removal. **Any tree removed incorrectly will be replaced at the expense of the Contractor.**

#### H. Debris Disposal & Clean-up

The Contractor shall clean up each site. This shall include removal and disposal from the site of all debris at the end of each day's operation. NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT THE PRIOR WRITTEN CONSENT FROM THE PUBLIC WORKS FOREMAN. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job.

The Contractor is responsible for the disposal of all debris from a site and restoring the site to its original state prior to the commencement of work.

The Municipality will NOT allow disposal of debris at their municipal facilities. Violations could result in termination of this Agreement.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including sight-line obstructions, to motor vehicles and pedestrians. Brush and limbs shall not be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless prior approval is received from the Public Works Foreman. Violation will result in the assessment of liquidated damages by the Municipality in the amount specified herein.

## **Section II – Stump Removal**

Stump Removal work shall include, but is not limited to the following:

- Stump removal
- Backfilling & Site Clean-up as indicated by each Municipality herein
- Dispose of debris as indicated by each Municipality herein

#### A. Stump Removal

Stump removal shall include, but is not limited to the following:

- All stumps shall be surveyed for underground utilities prior to removal
- Stumps shall be ground to a depth of 8" below a line between the back of the curb and the top of the sidewalk or an existing grade as determined by the Public Works Foreman, generally, will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions caused by, or adjacent to the tree to make room for future tree planting
- All surface roots within a six (6) foot radius of the center of the stump shall be removed
- All surface roots within three (3) feet of the sidewalk shall be removed
- Stump grindings shall be immediately disposed of by the Contractor
- All stumps must be removed within thirty (30) business days after a stump list has been submitted to the Contractor by the Public Works Foreman. Failure to remove stumps within the specified timeframe could result in termination of this Agreement.

#### B. Backfilling & Site Clean-up



Backfilling & site clean-up work shall include, but is not limited to the following:

- Within 48 hours after grinding (removal) the stump and buttress roots, the Contractor shall remove all stump grindings and associated debris from the work site and complete the backfilling operation.
- The Contractor shall backfill the site with topsoil and seed immediately after removing the stump, unless otherwise directed by the Municipality to lay sod.
- Stump-grinding and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall re-trim the tree to arborist standards to minimize long-term damage
- All debris shall be placed away from the curb and sidewalks to eliminate hazards for the residents of Willowbrook. Also, any other debris that would interfere with mowing is to be removed and properly disposed of.
- Disposal of grinding debris generated by work described in this contract shall be the responsibility of the Contractor
- The Contractor shall supply their own topsoil which has received the prior approval from each municipality.
- The topsoil shall be properly leveled and compacted to ensure a minimum amount of settlement of the backfill material.
- In the event that the topsoil cannot be placed when the stump grinding debris is removed, the disturbed area(s) shall be barricaded off to ensure public safety.
- Stump grindings (woodchips) and debris shall not be used as backfill material.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of stump grindings is the responsibility of the Contractor. Violations could result in termination of this Agreement.

#### C. Removal Lists and Location of Stumps

Stumps that are identified for removal are placed on a list. Each list of stumps will provided to the Contractor electronically and will contain a minimum of five (5) stumps. Each list will include street name, address, and approximate diameter of the stump.

### **Section III – Requested Tree Pruning (“Trim Tickets”)**

This section defines the services required if the Municipality requests tree-pruning work on Public Right-of-Ways, to be completed over a twelve (12) month period from January to December. This section is for additional non-emergency removal and pruning that is not part of the Municipalities’ scheduled pruning program. Additional non-emergency tree pruning may be needed throughout the year to address unsafe conditions, overhang onto the sidewalk, resident’s requests, and such.

This section also encompasses pricing for emergency tree trimming where parkway trees may require immediate pruning to ensure public safety.

#### A. Scheduling of Work

The contractor shall respond to all non-emergency requests for non-emergency removal and pruning requests within 24 hours of the request. Work shall be completed within 30 business

days of the initial request. The request will include street name, address, and description of the work needed. Failure to prune trees within the specified timeframe could result in termination of this Agreement.

All requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

Requests from the Municipality outside of the normal business hours shall constitute an emergency request. The Contractor shall respond to all emergency requests (including evenings, weekends and holidays) within ninety (90) minutes for all tree removal, stump removal, and tree pruning requests.

#### B. Pruning Operations

Pruning operations shall include, but are not limited to the following:

1. **Cleaning** - Cleaning shall be conducted and completed before beginning clearance and structural pruning.

Remove all dead, dying, diseased, interfering, objectionable, and weak branches, located in the canopy, that are one (1) inch in diameter or greater.

Never remove the swollen expanding branch collar growing around the base of dead, dying branches.

Any broken, cracked or smashed branches located in the canopy shall be removed or shortened to either a lateral branch that is at least 1/3 the diameter of branch removed or back to the main trunk.

Suckers and water sprouts located within the canopy of a parkway tree shall not be entirely removed. Instead, one third (1/3) of the sprouts shall be removed, another third (1/3) shall be reduced and the final third (1/3) shall remain.

At the base of each parkway tree, any dead, dying, diseased, broken branches and watersprouts shall be removed.

2. **Clearance** - Remove branches to obtain an eventual clearance of fourteen (14) feet on the street side of the tree and eight (8) feet on the sidewalk or pedestrian side of the tree. All pruning cuts shall be made with respect to the integrity of each parkway tree. Pruning shall be conducted in a manner that maintains the crown shape and symmetry typical of the species being pruned.

Remove branches to obtain an eventual clearance of ten (10) feet over buildings, houses and garages.

In order to achieve proper clearance, encroaching lower branches shall be subordinated to a lateral branch that is at least 1/3 the diameter of branch removed or pruned back to the main trunk.

Because of weight loads from summer foliage, dormant branches may need to be cleared an additional foot or two above fourteen (14), eight (8) and ten (10) feet respectively in order to achieve necessary clearances.

Lower branches that meet proper clearance heights and have diameters greater than 1/3 of the trunk's diameter shall not be ignored and instead be reduced in order to slow down growth and reduce competition with the leader. Use reduction cuts and shorten branches to laterals that are at least 1/3 the diameter of the cut branches.

3. **Structural** - The pruning and thinning of branches shall result in an even distribution of secondary and tertiary branches along each corresponding primary branch and not the grouping of branches (lion's tailing) at the tip of a primary branch

Without leaving large gaps in the canopy, remove all interfering branches, crossing or rubbing branches and any close parallel branches that are competing for similar space within the canopy.

Thinning of the canopy shall not involve the removal of more than 25% of the live foliage at one time for young and medium aged trees.

Pruning shall be conducted in a manner that promotes and maintains a strong central leader through the reduction or removal of competing leaders.

In cases of structurally weak "V" branch unions, located in trees with a dbh greater than 12 inches, the contractor shall contact the Public Works Foreman to determine mode of action. Species, age, size and condition can affect choice of action. Actions may include: removal of one branch back to the base of included bark, reduction cut on less vigorous branch or the subordination of one branch to a lateral branch.

Remove one branch of all structurally weak "V" branch unions occurring along the main trunk or developing within the tree crown on all trees up to 12 inches dbh. Special attention shall be given to the effects that removal of such branches will have on the ultimate form of the tree.

Crown restoration measures shall be used when pruning a parkway tree that has been severely topped, vandalized or damaged from storms in order to increase tree structure, form and appearance.

4. **Mature Trees** - Thinning of the canopy shall not involve the removal of more than 15% of the live foliage at one time for mature trees, except pruning that reduces the severity of structural defects.

Remove all dead, dying and diseased branches that are one (1) inch in diameter or greater.

Majority of pruning cuts shall occur on tertiary and quaternary branches.  
No interior live and healthy branches greater than four (4) inches diameter shall be removed.

Live and healthy branches that are a 1/3 the diameter of the trunk and greater shall not be removed without approval from the Public Works Foreman.

5. **Pruning Cuts & Tools** - Each pruning cut shall be made carefully, at the proper location, leaving a smooth surface with no jagged edges or torn bark.

All final pruning cuts shall be made just to the outside of the "branch collar"; sufficiently close to the trunk or parent limb, without cutting into the branch collar, trunk or leaving a protruding stub.

This will result in the slow movement of decay, preservation of the branch protection zone and a branch wound that can successfully begin normal callus and woundwood formation.

When the branch collar is absent, the pruning cut shall be made along a line which bisects the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed.

The face of the branch collar pruning cut or wound area shall be circular in form and not oval.

"Flush" pruning cuts to the main stem or behind the branch collar are PROHIBITED. Pruning cuts shall be conducted in a manner that results in even wound sides and not "dog ear" ridges on one side or another. Clean pruning cuts shall be made at all times without leaving any stubs.

All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the branch or trunk wood, located on the parent or remaining stem.

All removed branches that are four (4) inches in diameter or greater shall be cut using the three-cut pruning method.

All cut limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, regardless if it is publicly or privately owned.

Proper tools for pruning shall be used for each cut. Chainsaws shall not be used to remove live branches that are less than two (2) inches in diameter. Acceptable pruning equipment includes: hand pruners, loppers, hand saws, pole saws and chainsaws.

No person working in a parkway tree shall use spikes or any other footwear which will, in the opinion of the Public Works Foreman injure the tree.

6. **Emergency Limb Removal Services** - In addition to trimming trees on a per ticket basis, the Municipality may also need emergency services. The services could include tree trimming services to address any threats to right of way accessibility and overall public safety due to hazardous trees/conditions.

Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. Provide a 24-hour emergency telephone number to contact a representative in case of emergency. When requesting emergency/disaster services the Contractor shall provide, at minimum, a two (2) man crew with one chipper truck, chipper and one aerial truck per Municipality.

7. **Site Clean-Up and Disposal of Debris** - The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of all debris is the responsibility of the Contractor.

The Contractor will be responsible for any/all repair costs if repairs are needed after completion of requested tree pruning. All debris from trees which may not have been acceptably or sufficiently pruned initially, and which require additional pruning or other work prior to payment, shall be cleaned up and disposed of by the Contractor. In the event of snow, debris must be immediately cleaned up so it does not interfere with Municipal snow plowing operations.

#### C. Project Submittals

The Contractor must submit the following information for review with bid submissions. Failure to submit the following will result in disqualification of bid:

1. **Equipment Documentation** - the Contractor shall provide make, model, age, license number and vehicle identification number (VIN) for all equipment that will be associated with this contract. Equipment documentation shall also include a description of what the vehicle or equipment is used for (e.g., Ford F-550 – which has been outfitted and used as an aerial lift).

FAILURE TO PROVIDE A LIST OF EQUIPMENT COULD RESULT IN DISQUALIFICATION AND NO FURTHER CONSIDERATION FOR AWARD.

2. **ISA Arborist Certification Number** - The Contractor shall provide the ISA certification number and classification type for all supervisory employees that may be associated with this contract.

3. **IDOA EAB Compliance Agreement** - the Contractor shall provide a fully-executed copy of their State of Illinois Emerald Ash Borer Compliance Agreement.

#### D. Coordination and Reporting

The Contractor must appoint a single point of contact for communications and coordination with the Public Works Foreman, follow-up monitoring and supervision of work.

The Public Works Foreman shall be notified prior to any work being done via the weekly report. If any changes to this report occur, it is the Contractor's responsibility to notify him/her prior to conducting the work. Also, if traffic will be impacted, notification shall be provided to the Police Department no less than 72 hours prior to work starting. If "No Parking" signs are necessary, the Contractor shall contact the Public Works Foreman or his/her designee to obtain these signs and post them as needed. Signs must be posted 48 hours prior to enforcement and the Contractor will remove all signs upon completion.

The Contractor shall be responsible for making arrangements with the appropriate utility during the removal of any trees or stumps that may be a hazard. The utility companies shall be notified within 72 hours prior to work being conducted. This can be done by calling JULIE at 1-800-892-0123. The Contractor shall be responsible for damage to utilities and shall, at its own expense, restore such property to a condition equal to that in existence prior to the commencement of work, as may be directed by the owners.

A status report indicating the trees worked on the week prior and the trees planned for the current week shall be provided to the Public Works Foreman weekly. The weekly report shall also indicate any issues that the crews have experienced in the field as well as any work planned that was not accomplished.

#### E. Equipment & Materials Needed

All equipment and materials needed shall be provided by the Contractor. The equipment and materials include, but are not limited to, the following:

- Aerial Lift
- Wood Chipper
- Log Loader
- Front End Loader
- Semi-trailer
- Dump Truck
- Arrow Board
- Stump Grinder
- Top soil and seed to fill the hole remaining from tree or stump removal

All equipment, parts, or components not specifically mentioned in these specifications and are necessary to provide a complete tree pruning or tree removal service, shall be furnished by the Contractor. All equipment and vehicles shall have the Contractor name located on it, be maintained to provide a clean and mechanically sound image, and be approved by the Municipality. In addition all products must meet applicable federal, state, and local safety standards.

**Please include a list of Equipment own with your bid submission.**

#### F. Debris Disposal & Clean-Up

The Contractor shall clean up each site. This shall include removal and disposal from the site of all debris at the end of each day's operation. NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT PRIOR WRITTEN CONSENT FROM THE PUBLIC WORKS FOREMAN. Site cleanup shall include removal of



sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. Disposal of debris is the responsibility of the Contractor.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the Public Works Foreman has granted specific permission. Violation of this will result in the Municipality assessing liquidated damages as specified herein.

1. Wood and Debris Removal – Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the Public Works Foreman granted specific permission. Violation of this will result in the Municipality assessing liquidated damages as specified herein.

Any ash debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDOA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agrilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

Any walnut debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDA) and under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on *Juglans* spp. products with regards to Thousand Cankers Disease Complex (*Geosmithia morbida* and *Pityophthorus judlandis*), pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

With the exception of ash and walnut debris, the Contractor can choose to take the debris if desired.

#### G. Safety Standards

In performance of this contract, the Contractor will comply with all applicable Federal, State and local laws and regulations, including the following:

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard, ANSI Z-133.1 (2006), and ANSI A300 (2008) or as amended.
2. Proper flag people, warning signs, barricades, and /or other protective devices must be provided by the Contractor. Traffic control shall be in compliance with the Manual of Uniform Traffic Control Devices and IDOT Standard Specifications, Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate

protection. Questions of sufficiency shall be resolved to the satisfaction of the Public Works Foreman.

3. During activity along municipal streets, the Contractor shall have the responsibility to block the street at each intersection, using proper signage and barricades to prevent any motorized vehicle from entering. The Contractor shall have the responsibility of notifying the Public Works Foreman, the Police Department, and Fire Protection District prior to closure of any municipal street. When pruning trees along State or County Roadways, the Contractor must obtain any applicable permits from the appropriate authority. Normally, the road cannot be completely blocked off.
4. During pruning operations, sidewalks shall be properly barricaded and closed to the satisfaction of the Public Works Foreman. More importantly, within school zone areas and other areas where many children are present, such as around day camps or day care, pruning shall not take place during normal commuting hours. Tree pruning shall be scheduled to minimize and avoid contact with large numbers of children walking to and from school, summer camps or day care. The Public Works Foreman shall provide the Contractor with appropriate information regarding the areas and times of these activities.

#### H. Damage & Protection of Public & Private Property

The Contractor is responsible for any damage to public or private property caused by the Contractor's operation. Due to the nature of the work, and the likelihood that claims of damage may arise, the Contractor is also responsible for documenting the conditions of the work site, including public and private property, prior to commencing work. The Contractor shall notify the Village Administrator or their designee of any damage that exists prior to beginning work.

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. The Contractor's vehicles shall be located on the paved surface of the public street and will not use private driveways or block any public sidewalk. The Contractor will be responsible to repair or replace any pavement of sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with black dirt. To eliminate the possibility of creating ruts, the contractor shall use 3/4" thick or thicker plywood under tires of any equipment driven on the parkway. The Village Administrator or their designee shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed Right-of-Entry release forms for the required removal. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.

The Contractor shall resolve any claims for damage with the property owner within 10 days after the damage occurs. Should the damage not be rectified within the timeframe agreed upon or to the satisfaction of the property owner and the Village, the Village reserves the right to repair or replace that which was damaged and deduct this cost from any payment due to the Contractor. In addition, the Village reserves the right to repair/replace any pavement surface or sidewalk damage caused by the Contractor and deduct those costs from any payment due to the Contractor.

## **SPECIAL TERMS & CONDITIONS**

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### **1. INSURANCE**

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a) \$1,000,000 bodily injury and property damage, combined single limit each occurrence
- b) \$1,000,000 personal and advertising injury;
- c) \$2,000,000 general aggregate; and
- d) \$1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) When the following box is checked - ☐ any general aggregate limit shall apply per project;
- b) Liability arising from premises and operations;
- c) Liability arising from the actions of independent Contractors;
- d) When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- e) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- f) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

#### **B. BUSINESS AUTO LIABILITY INSURANCE**

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

#### **C. WORKERS' COMPENSATION INSURANCE**

Statutory benefits as required by Illinois law, including Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

#### **D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE**

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a) \$5,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$5,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$5,000,000 products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers' liability,

The insurance shall follow form with the coverage provisions required for underlying insurance. If the insurance does not follow form, then the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us).

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us) and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.
8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.
9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:
  - a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this

extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement

## **2. AFFIDAVITS**

The following affidavits included in these agreement documents must be executed and submitted with the proposal:

- A. References
- B. Disqualification of Certain Contractor
- C. Affidavit/Anti-collusion
- D. Tax Compliance
- E. Identification of Subcontractors
- F. Conflict of Interest Form

## **3. NEW PARTS AND MATERIALS**

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the contractor warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

## **4. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

## **5. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1. Et seq.)**

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.



## **6. TOXIC SUBSTANCES DISCLOSURES**

All contractors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

## REFERENCES

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2015.

Municipality/Agency: Village of Woodridge  
Address: S Plaza Dr  
City, State, Zip Code: Woodridge IL 60517  
Contact Person/Telephone Number: Scott Sramek 630-719-4757  
Dates of Service/Award Amount: Tree Trimming/Removal

Municipality/Agency: City of Dekalb  
Address: 1316 Market St  
City, State, Zip Code: Dekalb IL 60115  
Contact Person/Telephone Number: Andy Rain 815-748-2040  
Dates of Service/Award Amount: Tree Trimming/Removal

Municipality/Agency: Village of Glen Ellyn  
Address: 30 S Lambert Rd  
City, State, Zip Code: Glen Ellyn, IL 60137  
Contact Person/Telephone Number: Max Brown 630-742-3268  
Dates of Service/Award Amount: Tree Trim/Removal

Municipality/Agency: Village of Downers Grove  
Address: 5101 Walnut Ave  
City, State, Zip Code: Downers Grove IL 60515  
Contact Person/Telephone Number: Kerstin Vonder Heide 630-878-7504  
Dates of Service/Award Amount: Tree Trim/Removal

Municipality/Agency: City of Sycamore  
Address: 475 N Cross St  
City, State, Zip Code: Sycamore IL 60178  
Contact Person/Telephone Number: Andy Siebrasse 815-793-7442  
Dates of Service/Award Amount: Tree Trim/Removal

## DISQUALIFICATION OF CERTAIN CONTRACTORS


### PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

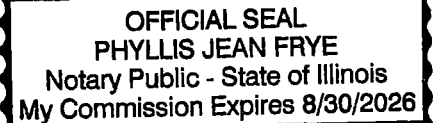


(Signature of Contractor if the Contractor is an Individual)

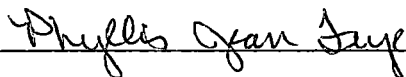
(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*



Subscribed and sworn to this 10 day of January, <sup>2023</sup>~~2022~~.



Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION**

DARIN RYAN, being first duly sworn, deposes and says that  
he is OWNER / MEMBER  
(Partner, Officer, Owner, Etc.)

Of NJ RYAN TREE + LANDSCAPE LLC  
(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.



(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 10 day of January, <sup>2023</sup>~~2022~~.

Phyllis Jean Frye

Notary Public

OFFICIAL SEAL  
PHYLLIS JEAN FRYE  
Notary Public - State of Illinois  
My Commission Expires 8/30/2026

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**TAX COMPLIANCE AFFIDAVIT**

DARIN RYAN, being first duly sworn, deposes and says that  
he is OWNER/MEMBER

(Partner, Officer, Owner, Etc.)

Of NJ RYAN TREE + LANDSCAPE LLC

(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.



(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 10 day of January, <sup>2023</sup>~~2022~~.

Phyllis Jean Frye

Notary Public



*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**SUB-CONTRACTOR INFORMATION**

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
N/A

Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
N/A

Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
N/A

Name: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_

Services Provided by Sub-Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
N/A



**CONFLICT OF INTEREST**

DARIN RYAN, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.



(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

*The above statements must be subscribed and sworn to before a notary public.*

Subscribed and sworn to this 10 day of January, <sup>2023</sup>~~2022~~.

Phyllis Jean Frye

Notary Public

OFFICIAL SEAL  
PHYLLIS JEAN FRYE  
Notary Public - State of Illinois  
My Commission Expires 8/30/2026

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

## **APPENDIX A – MUNICIPAL INFORMATION**

Project Manager and Contact Information: AJ Passero, Public Works Foreman,  
apassero@willowbrook.il.us, 630-920-2252.

Hours: All maintenance, tree removal and tree pruning services shall be provided between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the Public Works Foreman (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6 p.m. No work is to be performed on Sunday or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the Public Works Foreman

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Day (January 1)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve (December 24)

Christmas Day (December 25)

New Years Eve (December 31)

The Public Works Foreman reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions. For example, working near a school before school begins in the morning or after school ends in the afternoon. In cases such as these, it may be agreed upon by the Public Works Foreman and the Contractor to schedule work at specific times in order to alleviate safety concerns.

Equipment Storage: The Village may allow the Contractor to store equipment at the Public Works Facility at 700 Willowbrook Center Pkwy. The Contractor must receive approval from the Public Works Foreman prior to disposal of debris at the facility.

## NJ Ryan Tree & Landscape LLC

### General Equipment List

(2) 2021 Freightliner Bucket Truck  
(2) 2021 Vermeer Chipper  
(2) 2022 International Chip Truck  
2021 Vermeer Stumper  
2014 Log Loader

### Other extra equipment offered by NJ Ryan Tree & Landscape LLC

2021 Freightliner Elevator Bucket Truck	\$225 per hour
2023 International Chip Truck (HV)	\$175 per hour
2020 Vermeer Chipper	\$175 per hour
2021 Vermeer Stumper	\$175 per hour

2018 Peterbilt (Crane)	\$275 per hour
2022 Freightliner Log Truck	\$275 per hour
2021 Vermeer CT100 Mini Skid	\$125 per hour
2022 International Dump Truck Roll Off (CV)	\$175 per hour
2022 S770 Bobcat-w-Grapple	\$175 per hour

Certified Arborist – DaRin Ryan #IL1637


# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

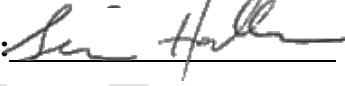
**ITEM TITLE:**

AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED “CLASSIFICATIONS,” AND SECTION 3-12-19 ENTITLED “HOURS” OF CHAPTER 12 ENTITLED “LIQUOR,” OF TITLE 3 ENTITLED “BUSINESS REGULATIONS” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

**AGENDA NO. 10****AGENDA DATE: 2/27/23**

**STAFF REVIEW:** Alex Arteaga, Assistant to the Village Admin. **SIGNATURE:** 

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

**RECOMMENDED BY:** Sean Halloran, Village Administrator **SIGNATURE:** 

**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒

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

The Village Code of Ordinances provides for the number of liquor licenses that are currently issued to qualified business establishments within the community. It is the policy of the Liquor Control Commissioner and the Village Board not to maintain any unassigned liquor licenses. The Village's Liquor Control Commissioner is the authority that may grant local licenses to persons or entities for premises within the Village. The Village Board has the authority to amend the Village Code to reflect an increase or decrease in the number of liquor license types and liquor licenses that exist within each class of license.

Village staff were contacted by the new owner of the Quick Mart convenience store, located at 7518 Clarendon Hills Rd, requesting permission to sell packaged beer and wine.

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

Village staff researched liquor license classifications in several other jurisdictions where known convenience store liquor sales were already in place. After review, staff recommends that a new classification of license be created to allow for packaged beer and wine sales at convenience stores.

“[R] A Class R License shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises of a convenience store/mini-mart, provided that the convenience store/mini-mart has less than 2,500 square feet of floor space where the display of alcoholic liquor for sale shall not exceed an area greater than ten percent (10%) of the total sales floor area, including chilling coolers. Alcoholic liquor with an alcohol content exceeding thirty percent (30%) must be displayed behind the sales counter and not accessible by customers. A Class R License is further conditioned upon:

1. The chilling coolers utilized for the sale of beer and wine shall be locked during prohibited hours of sale.
2. The sale of individual bottles or cans of beer is prohibited and the sale of wine and spirits in bottles less than eight ounces (8oz) (236.5 ml) is prohibited.

3. The sale of alcoholic liquor shall be incidental to the primary business of establishments which shall be the sale of foods, foodstuffs, drugs, and other groceries.
4. There shall be no more than one (1) Class R License issued at any one time.

It is recommended that the license fee be set at \$2,500.00.

It is recommended that the Village Board approve the attached Ordinance amending the Village Code to create a new Class "R" liquor license and set the number of licenses issued to one (1).

The local liquor license is required to be issued prior to obtaining the state license. Quick Mart will need the state license in order to stock the store prior to opening.

**ACTION PROPOSED:** Pass the Ordinance.

**ORDINANCE NO. 23-O-\_\_**

**AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED “CLASSIFICATIONS,”  
AND SECTION 3-12-19 ENTITLED “HOURS” OF CHAPTER 12 ENTITLED  
“LIQUOR,” OF TITLE 3 ENTITLED “BUSINESS REGULATIONS” OF THE  
VILLAGE CODE OF ORDINANCES OF  
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

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**WHEREAS**, the corporate authorities of the Village of Willowbrook are expressly authorized, pursuant to Section 4-1 of the Illinois Liquor Control Act (235 ILCS 5/4-1), to regulate the number, classification and license fees authorizing the retail sale of alcoholic liquor in the Village; and

**WHEREAS**, the corporate authorities of the Village of Willowbrook, have determined that it is proper and in the best interest of the Village to amend the Village of Willowbrook Liquor Code by adding a new liquor license classification to be known as a Class R (convenience store/mini-mart) liquor license classification for the sale of alcoholic liquor in the Village of Willowbrook.

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

**SECTION ONE:** Section 3-12-5 entitled: “Classifications,” of Chapter 12 entitled “Liquor,” of Title 3 entitled “Business Regulations” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended by adding the following thereto in proper alphabetical order:

R	Convenience Store/Mini-Mart
---	-----------------------------



“[R] A Class R License shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises of a convenience store/mini-mart, provided that the convenience store/mini-mart has less than 2,500 square feet of floor space where the display of alcoholic liquor for sale shall not exceed an area greater than ten percent (10%) of the total sales floor area, including chilling coolers. Alcoholic liquor with an alcohol content exceeding thirty percent (30%) must be displayed behind the sales counter and not accessible by customers. A Class R License is further conditioned upon:

1. The chilling coolers utilized for the sale of beer and wine shall be locked during prohibited hours of sale.
2. The sale of individual bottles or cans of beer is prohibited and the sale of wine and spirits in bottles less than eight ounces (8oz) (236.5 ml) is prohibited.
3. The sale of alcoholic liquor shall be incidental to the primary business of establishments which shall be the sale of foods, foodstuffs, drugs, and other groceries.
4. There shall be no more than one (1) Class R License issued at any one time.

The annual fee for a Class R (Convenience Store/Mini-Mart) License shall be Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00). The maximum number of Class R (Convenience Store/Mini-Mart) Licenses shall be one (1).”

**SECTION TWO:** The remaining provisions of Section 3-12-5 shall remain in full force and effect and unamended by this ordinance.

**SECTION THREE:** Title 3, Chapter 12, Section 3-12-19 of the Village Code of the Village of Willowbrook, as amended, is hereby further amended by adding the following language after the fourth paragraph therein:

“For the holders of a Class R License, alcoholic liquor shall only be sold, given or delivered on the licensed premises between the hours of seven o’clock (7:00 a.m.) and ten o’clock (10:00 p.m.) on Sundays through Saturdays.”

**SECTION FOUR:** Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is hereby repealed solely to the extent of said conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION FIVE:** This Ordinance shall be in full force and effect from and after its passage and approval and publication in the manner provided by law.

PASSED and APPROVED this 27<sup>th</sup> day of February, 2023 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk