

## 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, JULY 14, 2025 AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three (3) minutes per person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. Minutes - Board of Trustees Regular Meeting June 23, 2025 (APPROVE)
  - c. Warrants \$1,183,900.58
  - d. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL PROMOTION OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT (ADOPT)
  - e. ORDINANCE NO. \_\_\_\_\_ -AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT (820 Plainfield Road) (PASS)
  - f. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AGREEMENT (6920 S. Kingery Highway) (PASS)

## NEW BUSINESS

6. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO BROTHERS ASPHALT PAVING, INC. FOR THE 2025 MOTOR FUEL TAX/REBUILD ILLINOIS ROAD MAINTENANCE PROGRAM (ADOPT)

7. **EMERGENCY SERVICES - AS NEEDED MAINTENANCE CONTRACTS**

- a. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. TO PERFORM EMERGENCY ELECTRICAL SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK (ADOPT)
- b. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FALCOS LANDSCAPING, INC. TO PERFORM EMERGENCY LANDSCAPING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK (ADOPT)
- c. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FOX TOWN PLUMBING, INC. TO PERFORM EMERGENCY PLUMBING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK (ADOPT)
- d. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH H&R CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK (ADOPT)
- e. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJ RYAN TREE & LANDSCAPE, LLC TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK (ADOPT)
- f. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TAMELING GRADING TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK (ADOPT)
- g. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNDERGROUND PIPE SOLUTIONS, LLC TO PERFORM EMERGENCY UNDERGROUND SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK (ADOPT)

PRIOR BUSINESS

8. TRUSTEES' REPORTS

9. ATTORNEY'S REPORT

10. CLERK'S REPORT

11. ADMINISTRATOR'S REPORT

12. MAYOR'S REPORT

13. EXECUTIVE SESSION

14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, June 23, 2025, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, and Deputy Clerk Christine Mardegan.

ABSENT: Deputy Chief Ben Kadolph and Deputy Chief Gerard Wodka.

QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Customer Service Representative Deanna Gregorich to lead everyone in saying the Pledge of Allegiance.

4. BOY SCOUT RECOGNITION

Mayor Trilla asked Mr. Arteaga to present this topic. Mr. Arteaga indicated that the retired U.S. Flag Drop Box Beautification Project began in August 2024. The goal of the project was to enhance the appearance of the retired flag drop box area. Staff began looking for a Boy Scout interested in taking on this meaningful project, which led to contact with Dylan Lovelace. Dylan is a Life Scout with the Boy Scouts and this project will be part of his service toward earning the rank of Eagle Scout.

Dylan and Customer Service Representative Deanna Gregorich worked in tandem to finalize the vision for the drop box, communicating as needed over several months. Staff provided input on the stain color and design of the drop box, but Dylan deserves credit for taking the lead on this project. It took him approximately 30 hours to complete the project; his hard work is reflected in the finished product. Staff has already received compliments on the upgrade.

The Village wants to extend their thanks to Dylan for providing a meaningful and lasting addition to our Village Hall. The finished drop box was delivered to Village Hall on May 23, 2025, just before the Memorial Day holiday.

The Trustees thanked Dylan and Ms. Gregorich for their efforts on this project. Trustee Neal said the effort is close to her heart, having family that has served our country. Special thanks to Ms. Gregorich for her outstanding work in bringing this project to completion. This is truly fantastic, and she offered her thanks from the bottom of her heart. God bless you all.

Trustee Ruffolo echoed Trustee Neal's comments and thanked everyone who participated.

Trustee Mistele congratulated Dylan Lovelace on achieving the rank of Eagle Scout.

Trustee Bergland thanked Dylan and stated he is an asset to our community, and the flag box is gorgeous.

Trustee Davi remarked that his middle son Ryan was an Eagle Scout and remembered those days quite fondly. Congratulations and well done.

Trustee Astrella thanked Dylan and said that woodworking is a dying art, and it looks beautiful.

Mayor Trilla thanked Dylan and Ms. Gregorich and added that the Village is currently building a memorial in honor of our veterans, which will be unveiled on Veterans Day. He extended a warm invitation to all to attend this special event.

## 5. VISITORS' BUSINESS

None present and no written comments were received.

## 6. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting May 27, 2025 (APPROVE)
- c. Warrants of \$1,252,299.20

- d. ORDINANCE NO. 25-0-12 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)
- e. MOTION - BOARD ADVICE AND CONSENT TO MAYOR'S COMMISSION AND BOARD APPOINTMENTS (PASS)
- f. MOTION - MOTION TO APPROVE PAYMENT FOR EXPENSES RELATED TO THE ACTIVE ADULTS MT. RUSHMORE, THE BADLANDS & BLACK HILLS OF SOUTH DAKOTA EXTENDED TRAVEL TRIP (PASS)

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

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo 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

7. EVIDENCE IQ - BALLISTICS IC EQUIPMENT AND SOFTWARE SERVICE

- a. MOTION - A MOTION FOR A BUDGET AMENDMENT TO THE GENERAL FUND IN THE AMOUNT OF \$24,999 FOR THE PURCHASE OF THE ILETSB GRANT FUNDING BALLISTICS IC EQUIPMENT AND SOFTWARE BUNDLE FROM EVIDENCE IQ, INC. (PASS)

Chief Kaspar thanked the Mayor and Trustees and stated that in May 2025, grant funding was received to purchase Evidence IQ's Ballistics IQ equipment and software application. This equipment and software application is utilized by law enforcement agencies to streamline and elevate the ballistics triage process, and to provide immediate, actionable crime gun intelligence about incidents being investigated. The program is cost-neutral for the first year, with the potential for grant funding for additional years. The program can be discontinued after the first year should it no longer be cost-effective.

Trustee Mistele asked who is responsible for the National Integrated Ballistics Information Network (NIBIN). Chief Kaspar responded that NIBIN is a federal agency. It is a ballistic identification network. The requested software would give us access to the network and tools for identification. Trustee Mistele asked if it is operated by the FBI. Chief Kaspar replied that yes, NIBIN, is operated by the FBI.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to pass the budget amendment for the purchase of Ballistics IC Equipment and Software bundle from Evidence IQ.

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

MOTION DECLARED CARRIED

b. RESOLUTION NO. 25-R-25 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A ONE (1) YEAR AGREEMENT WITH EVIDENCE IQ, INC. FOR THE PURCHASE OF BALLISTICS DATA THROUGH THE EIQ SOFTWARE SERVICE WITH LICENSES, EQUIPMENT, TRAINING AND SUPPORT (BALLISTICS IQ - ILETSB GRANT FUNDING BUNDLE) AT A COST NOT TO EXCEED \$24,999.00 (ADOPT)

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution 25-R-25 as presented.

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

MOTION DECLARED CARRIED

8. ORDINANCE NO. 25-O-13 - AN ORDINANCE IMPOSING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS(PASS)

Administrator Halloran stated that as part of the State of Illinois' FY 2025 budget package, Governor Pritzker signed legislation (Public Act 103-0781) eliminating the State's 1% grocery tax effective January 1, 2026. The legislation also authorizes home-rule municipalities to adopt a 1% local grocery tax to replace the State's portion.

If no local ordinance is adopted, this revenue source will be lost permanently beginning in 2026. The Village currently receives approximately \$800,000 to \$900,000 in revenue annually from the State's 1% grocery tax. The elimination of the State tax, absent any local action, would create a significant recurring revenue shortfall starting in January 2026.

Communities in DuPage County that have passed the ordinance:

- Village of Batavia
- Village of Carol Stream
- Village of Clarendon Hills
- Village of Downers Grove
- Village of Glen Ellyn
- Village of Hanover Park

- Village of Hinsdale
- Village of Lombard
- Village of Schaumburg
- City of Wheaton
- Village of Westmont
- Village of Woodridge

Staff recommends approving the ordinance to implement a 1% grocery tax to replace the existing State tax effective January 1, 2026. Mayor Trilla commented that what you read in the paper regarding the grocery tax is not always accurate; many towns that are not on the list have also increased their sales tax.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance 25-0-13 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 25-R-26-A RESOLUTION OF THE VILLAGE OF WILLOWBROOK UNDER THE PROVISIONS OF THE ILLINOIS HIGHWAY CODE APPROPRIATING THE SUM OF \$425,000 TOTAL (\$308,542.30 OF MOTOR FUEL TAX FUNDS) AND (\$116,457.70 OF REBUILD ILLINOIS FUNDS) FOR THE USE OF ROADWAY IMPROVEMENTS IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)

Director Valent shared that the contracts for the FY25/26 MFT (Motor Fuel Tax) roadway maintenance and improvements program will be presented to the Board for approval at the July 14, 2025 Board meeting. The scope of the program will include crack filling, thermoplastic marking, resurfacing, and engineering. Costs are estimated at \$425,000.00, utilizing \$308,542.30 in MFT funds and \$116,457.70 in remaining RBI (Rebuild Illinois) funds.

As part of funding requirements, IDOT requires specific forms, identifying and designating the expenditures, be approved by resolution.

As part of the FY25/26 budget, staff is authorizing appropriation of \$116,457.70 in remaining RBI funds and \$308,542.30 from the MFT fund balance. The appropriations must be approved by the Village and the IDOT Bureau of Local Roads by July 1, 2025 or the funds are forfeit.

Staff recommends passing the resolution to appropriate the remaining RBI and MFT funds for the FY25/26 roadway improvements program.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution 25-R-26 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report but mentioned that a certified copy of the grocery tax ordinance must be filed with DuPage County by October.

12. CLERK'S REPORT

Clerk Boerwinkle had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halloran also reminded the Board that the Creekside Neighborhood Night will be held Tuesday 6/24 from 6:00 p.m. to 8:00 p.m. In addition to Parks and Recreation staff, the Police Department will also be represented.

He also noted that State Senator Curran will be at the CRC on June 25<sup>th</sup> from 3 p.m. to 7 p.m. hosting an I-Pass Event. Additional information can be found on the Village website.

Administrator Halloran asked Chief Kaspar to speak about the CALEA accreditation progress. Chief Kasper noted that the department recently completed the first phase of the year four assessment for CALEA and passed with flying colors. She thanked the staff, including DC Wodka,

for their efforts. She made special notice of the hard work and effort by Laurie Schmitz and Lori Rinella, members of the accreditation team. The next phase of the process is the onsite visit by the CALEA team which will take place at the end of July.

MAYOR'S REPORT

Mayor Trilla had no report.

14. EXECUTIVE SESSION

Mayor Trilla stated there will be an Executive session during tonight's meeting discussing the following:

5 ILCS 120/2(c)(1) - The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees.

5 ILCS 120/2(c)(11) - Pending litigation.

15. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Regular Meeting and recess to closed session at the hour of 6:54 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.

July 14, 2025

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

July 14, 2025

GENERAL CORPORATE FUND	-----	\$	654,646.38
WATER FUND	-----	\$	361,763.45
MOTOR FUEL TAX FUND	-----	\$	485.22
CAPITAL PROJECT FUND	-----	\$	159,909.38
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	2,062.27
17 SERIES 2022 BOND	-----	\$	5,033.88
TOTAL WARRANTS	-----	\$	1,183,900.58

Lora Flori, Director of Finance

APPROVED:

Frank A. Trilla, Mayor

07/11/2025 09:58 AM

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DB: Willowbrook

## CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWSBROOK

CHECK DATE FROM 06/25/2025 - 07/16/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
<b>Fund: 01 GENERAL FUND</b>									
06/26/2025	APCHK	103736	112520	IDEAL CHARTER LLC	ACTIVE ADULT PROGRAM	590-517	20		1,191.22
06/26/2025	APCHK	103737	4442569	THE GOODMAN THEATRE	ACTIVE ADULT PROGRAM	590-517	20		1,191.22
07/07/2025	APCHK	103738	ROUTE66, PANAM BETT	LESLIE E GODDARD	ACTIVE ADULT PROGRAM	590-517	20		3,040.00
07/07/2025	APCHK	103739	1114	LITTLE TRAVELER, INC.	ACTIVE ADULT PROGRAM	590-517	20		400.00
									627.90
									627.90
07/08/2025	APCHK	103740*#	17753	H AND R CONSTRUCTION IN	STORM WATER IMPROVEMENTS MAIN 750-381	35			3,600.00
			17754		STORM WATER IMPROVEMENTS MAIN 750-381	35			1,354.00
			17760		STORM WATER IMPROVEMENTS MAIN 750-381	35			10,460.00
				CHECK APCHK 103740 TOTA					15,414.00
07/08/2025	APCHK	103741	RIVERBOAT 7/10/25	ST. CHARLES PARK DISTRI	ACTIVE ADULT PROGRAM	590-517	20		65.00
07/14/2025	APCHK	103742	INV0103127	AMERICAN TRAFFIC SOLUTI	RED LIGHT - ADJUDICATOR	630-246	30		65.00
									22,495.00
									22,495.00
07/14/2025	APCHK	103744*#	287309210041 JUN'25	AT & T MOBILITY II LLC	PHONE - TELEPHONES	410-201	05		42.24
			287309210041 JUN'25		PHONE - TELEPHONES	455-201	10		42.24
			287309210041 JUN'25		PHONE - TELEPHONES	455-201	20		42.24
			287309143567 MAY/JU		PHONE - TELEPHONES	630-201	30		1,808.85
				CHECK APCHK 103744 TOTA					1,935.57
07/14/2025	APCHK	103745	INUS358048	AXON ENTERPRISE, INC	OTHER WEAPONS	630-347	30		3,689.29
									3,689.29
07/14/2025	APCHK	103746	151187	B & E AUTO REPAIR & TOW	MAINTENANCE - BUILDING	630-228	30		527.35
			151250		MAINTENANCE - BUILDING	630-228	30		819.69
			151274		MAINTENANCE - BUILDING	630-228	30		669.50
			151277		MAINTENANCE - BUILDING	630-228	30		565.25
			151053		MAINTENANCE - BUILDING	630-228	30		75.42
			151303		MAINTENANCE - BUILDING	630-228	30		89.65
			151320		MAINTENANCE - BUILDING	630-228	30		45.46
				CHECK APCHK 103746 TOTA					2,792.32
07/14/2025	APCHK	103747	AWARD HONORARIUM	BEATA GRZYMOWSKA	EMPLOYEE RECOGNITION	630-309	30		250.00
									250.00
07/14/2025	APCHK	103748	43799	BESTWAY CHARTER TRANSP	ACTIVE ADULT PROGRAM	590-517	20		1,082.50
									1,082.50
07/14/2025	APCHK	103749	16074252	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30		460.53
			15054728		MAINTENANCE - BUILDING	630-228	30		36.51
				CHECK APCHK 103749 TOTA					497.04

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## CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK

CHECK DATE FROM 06/25/2025 - 07/16/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
07/14/2025	APCHK	103751#	PSV425662	BUCKEYE POWER SALES CO	MAINTENANCE - BUILDING	466-228	10		315.00
			PSV425663		MAINTENANCE - BUILDING	630-228	30		345.00
				CHECK APCHK 103751	TOTA				660.00
07/14/2025	APCHK	103752	347453	BUTTREY RENTAL SERVICE, EQUIPMENT RENTAL		750-290	35		115.50
			347684		EQUIPMENT RENTAL	750-290	35		255.00
				CHECK APCHK 103752	TOTA				370.50
07/14/2025	APCHK	103753	32174	CALLAHAN PLUMBING & IRRMAINTENANCE - EQUIPMENT		570-411	20		210.00
07/14/2025	APCHK	103754	164863	CHOICE SCREEENING	PERSONNEL RECRUITMENT	455-131	10		210.00
07/14/2025	APCHK	103755	NO 7	CHRIS JAKUBIAK	ACTIVE ADULT PROGRAM	590-517	20		28.00
07/14/2025	APCHK	103756	REIM. COUNTY-ORD.	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10		200.00
									26.04
									26.04
07/14/2025	APCHK	103757*#	202214	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35		3,217.91
			202207		ENGINEERING SERVICES	820-262	40		451.16
			202208		ENGINEERING SERVICES	820-262	40		445.90
			202209		ENGINEERING SERVICES	820-262	40		328.14
			202210		ENGINEERING SERVICES	820-262	40		329.46
			202211		ENGINEERING SERVICES	820-262	40		441.92
			202212		ENGINEERING SERVICES	820-262	40		546.46
			202213		ENGINEERING SERVICES	820-262	40		560.50
				CHECK APCHK 103757	TOTA				6,321.45
07/14/2025	APCHK	103758	001037197	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35		3,895.00
			001036939		MOSQUITO ABATEMENT	760-259	35		7,000.00
				CHECK APCHK 103758	TOTA				10,895.00
07/14/2025	APCHK	103759	1332493 (DEPOSIT)	COLLETTE TRAVEL SERVICE	ACTIVE ADULT PROGRAM	590-517	20		12,470.00
07/14/2025	APCHK	103760#	0012812 JULY '25	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30		186.85
			0044518 JULY '25		INTERNET/WEBSITE HOSTING	715-225	35		350.40
				CHECK APCHK 103760	TOTA				537.25
07/14/2025	APCHK	103761#	9697828000 MAY '25	COMED	RED LIGHT - ADJUDICATOR	630-246	30		42.47
			7331017000 MAY '25		RED LIGHT - ADJUDICATOR	630-246	30		53.31
			6741324000 MAY '25		RED LIGHT - ADJUDICATOR	630-246	30		53.66





Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
<b>Fund: 01 GENERAL FUND</b>									
07/14/2025	APCHK	103785	25-73295	KEVRON PRINTING & DESIG	OFFICE SUPPLIES	455-301	10		412.13
									412.13
07/14/2025	APCHK	103786#	9010450411	KONICA MINOLTA BUSINESS	COPY SERVICE	455-315	10		150.00
			9010488564		COPY SERVICE	455-315	10		150.00
			9010450411		COPY SERVICE	630-315	30		150.00
			9010450411		COPY SERVICE	630-315	30		150.00
			9010488564		COPY SERVICE	630-315	30		150.00
			9010488564		COPY SERVICE	630-315	30		150.00
			9010450411		COPY SERVICE	810-315	40		150.00
			9010488564		COPY SERVICE	810-315	40		150.00
			CHECK APCHK 103786 TOTA						1,200.00
07/14/2025	APCHK	103787	LOVE-NEIGHBR 9/11/2	KYM FRANKOVELGIA	ACTIVE ADULT PROGRAM	590-517	20		350.00
									350.00
07/14/2025	APCHK	103789*#	103737	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25		13,650.00
			105594		FINANCIAL SERVICES	620-252	25		14,190.00
			CHECK APCHK 103789 TOTA						27,840.00
07/14/2025	APCHK	103790	93438	LAW OFFICES STORINO RAM	FEES - VILLAGE ATTORNEY	470-239	10		16,883.40
			93438		FEES - LABOR COUNSEL	470-242	10		1,051.60
			CHECK APCHK 103790 TOTA						17,935.00
07/14/2025	APCHK	103791	JUNE 2025	LEONARD B CANNATA	RED LIGHT - ADJUDICATOR	630-246	30		748.00
07/14/2025	APCHK	103792	REIM.LEMONADE PURCH	LORI RINELLA	COMMODITIES	670-331	30		748.00
07/14/2025	APCHK	103793	F2F090825D (DEPOSIT	LUDYTUNES LLC	ACTIVE ADULT PROGRAM	590-517	20		52.83
									250.00
									250.00
07/14/2025	APCHK	103797#	25-0230	MULTISYSTEM MANAGEMENT	MAINTENANCE - BUILDING	466-228	10		1,222.50
			25-0231		MAINTENANCE - BUILDING	466-228	10		5,670.00
			25-0232		MAINTENANCE - BUILDING	466-228	10		3,960.00
			25-0230		MAINTENANCE - EQUIPMENT	570-411	20		900.00
			25-0230		MAINTENANCE - BUILDING	630-228	30		1,222.50
			CHECK APCHK 103797 TOTA						12,975.00
07/14/2025	APCHK	103798#	83824484139 JUN'25	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10		22.21
			20624315113 JUN'25		NICOR GAS (835 MIDWAY)	466-236	10		56.18
			68455237617 JUN'25		NICOR GAS (825 MIDWAY)	570-235	20		65.41
			95476110002 JUN'25		NICOR GAS (7760 QUINCY)	630-235	30		190.40
			39303229304 JUN'25		NICOR GAS	725-415	35		70.58

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Fund: 01 GENERAL FUND									
					CHECK APCHK 103798 TOTA				404.78
07/14/2025	APCHK	103799	22240	NJ RYAN TREE & LANDSCAP	TREE MAINTENANCE	750-338	35		123,008.00
			22241		TREE MAINTENANCE	750-338	35		7,125.00
			22242		TREE MAINTENANCE	750-338	35		6,700.00
			22243		TREE MAINTENANCE	750-338	35		5,400.00
			22244		TREE MAINTENANCE	750-338	35		7,950.00
				CHECK APCHK 103799 TOTA					150,183.00
07/14/2025	APCHK	103800	380457	NORTH EAST MULTI REGION	SCHOOLS/CONFERENCES/TRAVEL	630-304	30		750.00
			380641		SCHOOLS/CONFERENCES/TRAVEL	630-304	30		175.00
			380352		SCHOOLS/CONFERENCES/TRAVEL	630-304	30		125.00
			380798		SCHOOLS/CONFERENCES/TRAVEL	630-304	30		300.00
				CHECK APCHK 103800 TOTA					1,350.00
07/14/2025	APCHK	103801	57230	NUTOYS LEISURE PRODUCTS	MAINTENANCE - EQUIPMENT	570-411	20		333.00
07/14/2025	APCHK	103802	1016491303	OCCUPATIONAL HEALTH CEN	PERSONNEL RECRUITMENT	455-131	10		333.00
									796.00
									796.00
07/14/2025	APCHK	103803#	54320	ODELSON MURPHEY FRAZIER	FEES - VILLAGE ATTORNEY	470-239	10		475.00
			54320		LEGAL FEES	820-239	40		47.50
				CHECK APCHK 103803 TOTA					522.50
07/14/2025	APCHK	103804#	5578178	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10		600.00
			5578154		INFORMATIONAL TECH SERVICES	640-308	30		20.00
				CHECK APCHK 103804 TOTA					620.00
07/14/2025	APCHK	103805	276219472	ORKIN EXTERMINATING	MAINTENANCE - BUILDING	630-228	30		262.00
07/14/2025	APCHK	103807	WHITE XMAS- DEPOSIT	PARAMOUNT THEATRE	ACTIVE ADULT PROGRAM	590-517	20		294.00
07/14/2025	APCHK	103808	JUNE 2025 -2	PETTY CASH OR CASH	ACTIVE ADULT PROGRAM	590-517	20		294.00
									121.98
07/14/2025	APCHK	103809	12337	PROMOS 911 INC	COMMODITIES	670-331	30		121.98
									827.44
07/14/2025	APCHK	103810	19-0382	PUREFORGE	MAINTENANCE - BUILDING	630-228	30		900.96
07/14/2025	APCHK	103811	847563	QUIK IMPRESSIONS GROUP	PRINTING, PUBLISHING & TRANSC	455-302	10		2,570.00
07/14/2025	APCHK	103813	RRJ22238.1920250600	RATHS, RATHS & JOHNSON, ENGINEERING SERVICES		820-262	40		1,595.00
									250.00
07/14/2025	APCHK	103814	AWARD HONORARIUM	RICHARD FOYTIK	EMPLOYEE RECOGNITION	630-309	30		1,595.00

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<b>Fund: 01 GENERAL FUND</b>									
07/14/2025	APCHK	103815	WILLSUI25	ROCK 'N' KIDS, INC.	COMMUNITY EVENTS	585-522	20		250.00
									72.00
07/14/2025	APCHK	103816	INV63965	RUNNION EQUIPMENT COMP	EQUIPMENT RENTAL	750-290	35		72.00
									3,600.00
07/14/2025	APCHK	103817	145929	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30		3,600.00
									122.74
07/14/2025	APCHK	103818	2016382	SAFE BUILT, LLC	BUILDING, PLAN REVIEW & INSP. 820-260	40			4,909.34
			2026157		BUILDING, PLAN REVIEW & INSP. 820-260	40			621.42
				CHECK APCHK 103818 TOTA					5,530.76
07/14/2025	APCHK	103819#	44953	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICE 565-342	20			10,875.00
			45856		LANDSCAPE MAINTENANCE SERVICE 565-342	20			10,875.00
			44953		ROUTE 83 BEAUTIFICATION	755-281	35		10,875.00
			45856		ROUTE 83 BEAUTIFICATION	755-281	35		10,875.00
				CHECK APCHK 103819 TOTA					43,500.00
07/14/2025	APCHK	103820	SHINING SUN 6/20	STUDIO B ART, LLC	COMMUNITY EVENTS	585-522	20		30.80
07/14/2025	APCHK	103821	203739300 MAY/JUN'2	T-MOBILE	EDP EQUIPMENT/SOFTWARE	555-212	20		30.80
									119.60
									119.60
07/14/2025	APCHK	103822*#	TG5 JUNE 2025	TAMELING GRADING	MAINTENANCE - EQUIPMENT	570-411	20		2,350.00
			TG5 JUNE 2025		TREE MAINTENANCE	750-338	35		8,420.00
				CHECK APCHK 103822 TOTA					10,770.00
07/14/2025	APCHK	103823*#	0207318-IN	TAMELING INDUSTRIES	ROUTE 83 BEAUTIFICATION	755-281	35		1,003.50
			0207320-IN		ROUTE 83 BEAUTIFICATION	755-281	35		824.15
			0205254-IN		STREET IMPROVEMENTS	765-685	35		2,198.30
			0206637-IN		STREET IMPROVEMENTS	765-685	35		76.50
				CHECK APCHK 103823 TOTA					4,102.45
07/14/2025	APCHK	103824	25-1433	THOMPSON ELEV. INSPECT.	ELEVATOR INSPECTION	830-117	40		43.00
07/14/2025	APCHK	103825	194226374	ULINE	OPERATING SUPPLIES & EQUIPMEN	710-401	35		43.00
									300.28
									300.28
07/14/2025	APCHK	103826*#	UPS2025-WIBK0506202	UNDERGROUND PIPE SOLUTI	JET CLEANING CULVERT	750-286	35		9,850.00
			UPS2025-WIBK0626202		JET CLEANING CULVERT	750-286	35		3,800.00
			UPS2025-WIBK0627202		JET CLEANING CULVERT	750-286	35		3,900.00
			UPS2025-WIBK0506202		STORM WATER IMPROVEMENTS MAIN 750-381	35			18,150.00
			UPS2025-WIBK0630202		STORM WATER IMPROVEMENTS MAIN 750-381	35			3,500.00
			UPS2025-WIBK0708202		STORM WATER IMPROVEMENTS MAIN 750-381	35			2,700.00

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<b>Fund: 01 GENERAL FUND</b>									
CHECK APCHK 103826 TOTA									
07/14/2025	APCHK	103827	01004900	UNIFORMS DIRECT LLC	OPERATING EQUIPMENT	630-401	30		925.00
07/14/2025	APCHK	103828	INV00728227	USABLUEBOOK	STORM WATER IMPROVEMENTS MAIN	750-381	35		925.00
07/14/2025	APCHK	103829	62725	VACCHIANO MARIA E.	COMMUNITY EVENTS	585-522	20		836.96
									120.00
									120.00
07/14/2025	APCHK	103831#	INV11953390	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10		316.44
			INV11953390		PHONE - TELEPHONES	455-201	20		96.31
			INV11953390		PHONE - TELEPHONES	630-201	30		96.31
			INV11953390		TELEPHONES	710-201	35		770.47
			INV11953390		TELEPHONES	810-201	40		96.31
CHECK APCHK 103831 TOTA									
07/14/2025	APCHK	103832	5921360-0	WAREHOUSE DIRECT, INC.	UNIFORMS	810-345	40		143.82
07/14/2025	APCHK	103833	0002182912-IN	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10		143.82
									50.00
									50.00
07/14/2025	APCHK	103834#	3422	WLBK BURR RIDGE CHAMBER	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		90.00
			3422		SCHOOLS/CONFERENCES/TRAVEL	455-304	10		30.00
			3422		TRAINING	555-304	20		30.00
CHECK APCHK 103834 TOTA									
07/14/2025	APCHK	450 (E) #	1QR7-VTGN-FTJF	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10		29.60
			1QR7-VTGN-FTJF		OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20		131.92
			1QR7-VTGN-FTJF		OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20		7.99
			1QR7-VTGN-FTJF		MAINTENANCE - BUILDING	630-228	30		125.40
			1QR7-VTGN-FTJF		OFFICE SUPPLIES	630-301	30		80.76
			1QR7-VTGN-FTJF		OPERATING EQUIPMENT	630-401	30		141.11
			1QR7-VTGN-FTJF		ANIMAL CONTROL	650-268	30		11.98
			1QR7-VTGN-FTJF		OFFICE SUPPLIES	710-301	35		81.70
			1QR7-VTGN-FTJF		OFFICE SUPPLIES	810-301	40		62.76
CHECK APCHK 450 (E) TOTA									
07/14/2025	APCHK	451 (E) #	1NKJ-KV7T-NTV4	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10		193.96
			1NKJ-KV7T-NTV4		COMMISSARY PROVISION	455-355	10		10.33
			1NKJ-KV7T-NTV4		OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20		58.77
			1NKJ-KV7T-NTV4		PHONE - TELEPHONES	630-201	30		278.00
			1NKJ-KV7T-NTV4		OFFICE SUPPLIES	630-301	30		117.92

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Fund: 02 WATER FUND									
07/08/2025	APCHK	103740*#	17751	H AND R CONSTRUCTION INC	WATER DISTRIBUTION REPAIRS/MA 430-277	50			4,950.00
			17752		WATER DISTRIBUTION REPAIRS/MA 430-277	50			1,950.00
			17761		WATER DISTRIBUTION REPAIRS/MA 430-277	50			4,600.00
			17762		WATER DISTRIBUTION REPAIRS/MA 430-277	50			6,205.00
				CHECK APCHK 103740 TOTA					17,705.00
07/14/2025	APCHK	103743	40517	ASSOCIATED TECHNICAL SE	LEAK SURVEYS	430-276	50		1,136.00
			40543		LEAK SURVEYS	430-276	50		1,888.00
			40588		LEAK SURVEYS	430-276	50		740.00
				CHECK APCHK 103743 TOTA					3,764.00
07/14/2025	APCHK	103744*#	287309265781 JUN'25	AT & T MOBILITY II LLC	PHONE - TELEPHONES	401-201	50		204.28
07/14/2025	APCHK	103750	49397	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB	425-474	50		204.28
									500.00
									500.00
07/14/2025	APCHK	103757*#	202200	CHRISTOPHER B. BURKE	FEES - ENGINEERING	405-245	50		1,060.00
			202201		FEES - ENGINEERING	405-245	50		1,265.00
				CHECK APCHK 103757 TOTA					2,325.00
07/14/2025	APCHK	103769*#	4048	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MA 430-277	50			7,600.00
			4038		SPOILS HAULING SERVICES	430-280	50		5,500.00
			4039		SPOILS HAULING SERVICES	430-280	50		6,600.00
			4040		SPOILS HAULING SERVICES	430-280	50		9,350.00
			4045		SPOILS HAULING SERVICES	430-280	50		10,450.00
			4046		SPOILS HAULING SERVICES	430-280	50		13,750.00
			4047		SPOILS HAULING SERVICES	430-280	50		8,250.00
				CHECK APCHK 103769 TOTA					61,500.00
07/14/2025	APCHK	103774*#	JULY 2025	GOVERNMENT INSURANCE NE	HEALTH/DENTAL/LIFE INSURANCE	401-141	50		8,162.29
									8,162.29
07/14/2025	APCHK	103775*#	17765	H AND R CONSTRUCTION INC	WATER DISTRIBUTION REPAIRS/MA 430-277	50			6,200.00
			17766		WATER DISTRIBUTION REPAIRS/MA 430-277	50			5,915.50
			17771		WATER DISTRIBUTION REPAIRS/MA 430-277	50			8,330.00
			17772		WATER DISTRIBUTION REPAIRS/MA 430-277	50			860.00
			17775		WATER DISTRIBUTION REPAIRS/MA 430-277	50			3,352.00
			17777		WATER DISTRIBUTION REPAIRS/MA 430-277	50			3,600.00
			17781		WATER DISTRIBUTION REPAIRS/MA 430-277	50			1,800.00

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Fund: 02 WATER FUND									
CHECK APCHK 103775 TOTA									
									30,057.50
07/14/2025	APCHK	103778*#	4023028	HOME DEPOT CREDIT SERVI	MATERIAL & SUPPLIES - DISTRIB	430-476	50		52.63
07/14/2025	APCHK	103780	S100040717.001	INDUSTRIAL ELECTRICAL MATERIALS	& SUPPLIES- STANDPI	425-475	50		52.63 59.68 59.68
07/14/2025	APCHK	103789*#	103737	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50		9,100.00
			105594		FINANCIALS SERVICES	401-309	50		9,460.00
				CHECK APCHK 103789 TOTA					18,560.00
07/14/2025	APCHK	103795	INV074300	METROPOLITAN INDUSTRIES	EDP LICENSES	417-263	50		138.00
07/14/2025	APCHK	103796	250121A	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIB	430-476	50		138.00 3,525.77
07/14/2025	APCHK	103806	257207866	PACE ANALYTICAL SERVICE	SAMPLING ANALYSIS	420-362	50		3,525.77 220.00 220.00
07/14/2025	APCHK	103822*#	TG5 JUNE 2025	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,915.74
									4,915.74
07/14/2025	APCHK	103823*#	02066378-IN	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MA	430-277	50		496.80
			0206639-IN		WATER DISTRIBUTION REPAIRS/MA	430-277	50		745.20
			0207040-IN		WATER DISTRIBUTION REPAIRS/MA	430-277	50		372.60
			0205254-IN		STREET IMPROVEMENTS SERVICES	430-281	50		2,198.27
			0207319-IN		STREET IMPROVEMENTS SERVICES	430-281	50		165.60
				CHECK APCHK 103823 TOTA					3,978.47
07/14/2025	APCHK	103826*#	UPS2025-WIBK0624202	UNDERGROUND PIPE SOLUTI	WATER DISTRIBUTION REPAIRS/MA	430-277	50		3,500.00
			UPS2025-WIBK0625202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,608.00
			UPS2025-WIBK0701202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		1,000.00
			UPS2025-WIBK0702202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		1,018.75
			UPS2025-WIBK0709202		WATER DISTRIBUTION REPAIRS/MA	430-277	50		4,100.00
				CHECK APCHK 103826 TOTA					14,226.75
07/14/2025	APCHK	103830	54918	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50		880.59
			54918		POSTAGE & METER RENT	401-311	50		857.95
				CHECK APCHK 103830 TOTA					1,738.54
07/14/2025	APCHK	452 (E)	JUNE 2025	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50		190,129.80
					Total for fund 02 WATER FUND				190,129.80 361,763.45

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Fund: 10 CAPITAL PROJECT FUND									
07/14/2025	APCHK	103757*#	202203	CHRISTOPHER B. BURKE	CREEKSIDE PARK IMPROVEMENTS	600-345	55		1,328.00
									1,328.00
07/14/2025	APCHK	103775*#	17782	H AND R CONSTRUCTION	IN HYDRANT REPLACEMENT	600-356	55		4,480.00
									4,480.00
07/14/2025	APCHK	103788	22255	LANDWORKS LTD	BORSE PARK - PHASE III	600-355	55		147,386.38
									147,386.38
07/14/2025	APCHK	103812	1397	RAGS ELECTRIC, INC	BORSE PARK - PHASE III	600-355	55		1,896.00
									1,896.00
07/14/2025	APCHK	103822*#	TG5 JUNE 2025	TAMELING GRADING	BORSE PARK - PHASE III	600-355	55		4,819.00
									4,819.00
					Total for fund 10 CAPITAL PROJECT FUND				159,909.38

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Fund: 17 SERIES 2022 BOND									
07/14/2025	APCHK	103794	07012025	MALLON AND ASSOCIATES, OTHER PROFESSIONAL SERVICE (W540-425		80			5,033.88
					Total for fund 17 SERIES 2022 BOND				5,033.88
				TOTAL - ALL FUNDS					5,033.88
									1,183,900.58

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

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



Village of  
**WILLOWBROOK**

**Police**

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## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 5.d.**

**DATE: July 14, 2025**

**SUBJECT:**

A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT THE ORIGINAL PROMOTION OF ONE (1) CANDIDATE TO FILL A VACANCY IN THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Chief of Police, Lauren Kaspar  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

A resolution authorizing the Board of Police Commissioners (BOPC) to affect the original promotion of one (1) candidate to the rank of sergeant within the police department.

### **BACKGROUND/SUMMARY**

The current composition of the Willowbrook Police Department as provided by Title 5, Chapter 1, Section 5-1-1 of the municipal code is as follows:

Chief of Police -1  
Deputy Chief of Police -2  
Sergeants – 4

Patrol Officers - in such numbers as may be provided from time to time by the Mayor and Board of Trustees for a total department composition not to exceed twenty-seven (27) members.

With the most recent lateral hire, and the April 30<sup>th</sup>, 2025 resignation of Sergeant Christine Robles, the total number of sworn officers is twenty-six (26) leaving one vacancy in the rank of Sergeant.

### **FINANCIAL IMPACT**

None.

### **RECOMMENDED ACTION:**

Adopt the resolution authorizing the Board of Police Commissioners (BOPC) to affect the original promotion of one (1) candidate to the rank of sergeant within the police department.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND DIRECTING THE BOARD OF POLICE  
COMMISSIONERS (BOPC) OF THE VILLAGE OF WILLOWBROOK TO EFFECT  
THE ORIGINAL PROMOTION OF ONE (1) CANDIDATE TO FILL A VACANCY IN  
THE RANK OF SERGEANT WITHIN THE VILLAGE POLICE DEPARTMENT**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Board of Police Commissioners (BOPC) is hereby authorized and directed to effect the original promotion of one (1) candidate to fill a vacancy in the rank of Sergeant within the Willowbrook Police Department.

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

PASSED and APPROVED this 14th day of July, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk



# Village of **WILLOWBROOK**

**Village Administrator's  
Office**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 5.e.**

**DATE: July 14, 2025**

**SUBJECT:**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT (820 Plainfield Road)

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Sean Halloran, Village Administrator  
**THROUGH:** Sean Halloran, Village Administrator

#### **PURPOSE AND ACTION REQUESTED**

Staff is seeking Village Board approval of an ordinance authorizing the execution of an Economic Incentive and Redevelopment Agreement between the Village of Willowbrook and Route 83 & Plainfield Road, LLC, the developer of the shopping center located at 820 Plainfield Road

#### **BACKGROUND/SUMMARY**

The property at 820 Plainfield Road, located within the Route 83/Plainfield Road Business District, includes an approximately 113,000 square foot shopping center, currently anchored by Pete's Fresh Market and Ulta Beauty. Since 2020, the 31,278 square foot space formerly occupied by Stein Mart has remained vacant, following the chain's bankruptcy and national closure.

The continued vacancy of this prominent retail space has negatively impacted the economic vitality of the shopping center and the Business District as a whole. To support efforts to secure a new tenant, the developer has requested financial assistance from the Village to help offset necessary interior renovation costs. Village staff has determined that the requested improvements and potential tenancy will advance the Business District Plan and strengthen the area's economic base.

Importantly, the site's location within the established Business District is what allows the Village to utilize Business District funds for economic development purposes. State law restricts the use of these funds to eligible improvements and activities that occur within the defined boundaries of the Business District. This project represents a qualified use of those funds and furthers the Village's long-term revitalization goals for this commercial corridor.

#### **FINANCIAL IMPACT**

The incentive will be paid from the Business District Fund and is not a general obligation of the Village. The redevelopment is expected to generate increased sales and Business District tax revenues, eliminate a long-term vacancy, and strengthen the economic viability of the shopping center. Use of these restricted funds for this purpose aligns with the Village's goal of reinvesting in and revitalizing areas within the Business District.

If a sales tax-generating business tenant is secured for the vacant space, the Village Board will authorize a reimbursement amount, not to exceed \$50,000, based on eligible costs submitted by the developer.

#### **RECOMMENDED ACTION:**

Adopt the ordinance to enter into an Economic Incentive and Redevelopment Agreement with Route 83 & Plainfield Road, LLC.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT  
(820 Plainfield Road)

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

**SECTION 1:** The Mayor and Board of Trustees of the Village of Willowbrook find as follows:

- A. The Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. Pursuant to its powers and in accordance with the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended (“**Business District Law**”), 65 ILCS 5/8-1-2.5, and Ordinance Nos. 16-O-30, 16-O-31, and 16-O-32, adopted July 16, 2016, and Ordinance Nos. 24-O-21 and 24-O-22, adopted August 26, 2024 (collectively, the “*Ordinances*”), the Village established and amended the Illinois Route 83 / Plainfield Road Business District (“**Business District**”), approved and amended a Business District plan (“**Business District Plan**”), and imposed an amended an additional retailers' occupation tax and service occupation tax (“**Business District Tax**”) therein. The Ordinances are incorporated herein by reference.
- C. Pursuant to and in accordance with the Business District Law, 65 ILCS 5/8-1-2.5, and the Ordinances, the Corporate Authorities of the Village are empowered to provide economic incentives to developers within the Business District payable from the Business District fund in furtherance of the Business District Plan.
- D. Route 83 & Plainfield Road, LLC (“*Developer*”) is the owner of the property commonly known as 820 Plainfield Road, Willowbrook, Illinois (“*Property*”).
- E. The Developer operates an approximately 113,000 square feet retail shopping center on the Property.
- F. The Property has an approximately 31,278 square feet vacancy (“**Vacant Premises**”), which was previously occupied by Stein Mart.
- G. The Developer desires to secure a new retail sales tax generating tenant within the Vacant Premises and in order to secure a new tenant, the Developer must make significant modifications and improvements to the interior of the Vacant Premises.
- H. The Village anticipates that the operation of a new tenant in the Vacant Premises will be a significant contributor to the economic stability of the Village through

contributions of substantial Business District Tax and sales tax revenues along with expanded employment opportunities.

- I. The Village has determined that the operation of a new tenant within the Vacant Premises will advance the Business District Plan, maintain and increase the value of the Property, and increase sales from the Property, thereby maintaining and increasing Business District Tax and sales tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.
- J. In order to pay for a portion of the interior modifications and improvements to the Vacant Premises necessary to make it ready for a new retail sales tax generating tenant, the Developer requested that the Village provide economic incentives not to exceed \$50,000 (“***Economic Incentive***”) from the Business District fund.
- K. The Developer has represented and warranted to the Village, and the Village finds that, but for the provision of the Economic Incentive by the Village to the Developer pursuant to the Business District Law for the Vacant Premises, renovating the Vacant Premises would not be economically feasible and, concomitantly, the Developer would not be able to redevelop, renovate, and re-tenant the Vacant Premises.
- L. It is the desire of the Village to provide the Developer with the Economic Incentive on the terms set forth in the “Economic Incentive and Redevelopment Agreement,” and its accompanying exhibits, attached hereto as **Exhibit A** and made a part hereof (“***Agreement***”).
- M. It is in the best interest of the Village to provide the Developer with the Economic Incentive, to ensure that redevelopment within the Business District continues.

**SECTION 2:** Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to provide the Developer with the Economic Incentive pursuant to the terms and conditions set forth in the Agreement, and in such other form as may be approved by the Village Administrator and the Village Attorney. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to undertake the Village’s obligations in the Agreement.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 14th day of July, 2025, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this 14th day of July, 2025, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

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Mayor

**APPROVED and FILED** in my office this 14th day of July, 2025 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

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Village Clerk

**EXHIBIT A**

**ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT**

(attached)

**ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT BY AND BETWEEN  
THE VILLAGE OF WILLOWBROOK AND ROUTE 83 & PLAINFIELD ROAD, LLC  
(820 PLAINFIELD ROAD)**

**THIS ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT**  
("Agreement") is made and entered into as of this 14th day of July, 2025, by and between the  
**VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation ("Village"), and **ROUTE 83 & PLAINFIELD ROAD, LLC**, an Illinois limited liability company ("Developer").

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village hereby agree as follows:

**SECTION 1. RECITALS.**

A. The Village is a home rule Illinois municipality in accordance with Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970 which enters into this Agreement pursuant to its home rule powers and the authority granted to it by the Business District Law and 65 ILCS 5/8-1-2.5.

B. On July 11, 2016, the Corporate Authorities adopted Ordinance Nos. 16-O-30, 16-O-31, and 16-O-32, which approved the Business District Plan, established the Business District, and imposed the Business District Tax therein.

C. On August 26, 2024, 2024, the Corporate Authorities adopted Ordinance Nos. 24-O-21 and 24-O-22, which amended the boundaries of the Business District, amended the Business District Plan, and imposed the Business District Tax therein.

D. The Developer is the owner of an approximately 11-acre parcel located in the Business District at the northeast corner of Plainfield Road and Illinois Route 83 at 820 Plainfield Road, Willowbrook, Illinois, and legally described in **Exhibit A** attached to and, by this reference, incorporated herein ("Property").

E. The Developer operates an approximately 113,000 square-foot retail shopping center on the Property which includes a Pete's Fresh Market grocery store and an Ulta Beauty store.

F. The Developer has an approximately 31,278 square-foot vacant retail space on the Property in the location depicted and labeled in **Exhibit B** attached to and, by this reference, incorporated herein ("Vacant Premises"), which was previously occupied by Stein Mart. The Vacant Premises has been vacant since 2020 after Stein Mart filed for bankruptcy and closed stores across the country, including its store in the Vacant Premises.

G. The continued vacancy of the Vacant Premises will negatively impact the economic stability of the Business District.

H. The Developer desires to re-tenant the Vacant Premises with an Acceptable Tenant.

I. In order to assist the Developer with securing a new tenant for the Vacant Premises, the Developer must renovate the Vacant Premises.

J. The Village anticipates that the renovation of the Vacant Premises and the operation of an Acceptable Tenant in the Vacant Premises will be a significant contributor to the economic stability of the Business District and the Village through contributions of substantial Business District Tax and Sales Tax revenues along with expanded employment opportunities.

K. In order to pay for a portion of the interior renovation modifications and improvements to the Vacant Premises necessary to make it ready for Acceptable Tenant, the Developer requested that the Village provide financial assistance and economic incentives in an amount not to exceed \$50,000, as set forth in this Agreement.

L. The Developer represents and warrants to the Village, and the Village finds that, but for the assistance to be provided by the Village to the Developer pursuant to the Business District Law and this Agreement for the Vacant Premises, renovating the Vacant Premises as provided in this Agreement would not be economically feasible and, concomitantly, the Developer would not be able to redevelop, renovate, and re-tenant the Vacant Premises.

M. The Village has further determined that the renovation and redevelopment of the Vacant Premises and the operation therein of Acceptable Tenant is expected to advance the Business District Plan, maintain and increase the value of the Property, and increase sales from the Property, thereby maintaining and increasing Business District Tax and Sales Tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.

N. The Developer desires to settle and dismiss the Lawsuit which is pending against the Village.

O. The Village and the Developer desire to enter into this Agreement in furtherance of the Business District Plan, to foster the long-term use and development of the Property, and to enable the redevelopment, renovation, and re-use of the Property in a manner that will enhance the business environment of the Village.

P. On July 14, 2025, the Corporate Authorities adopted Ordinance No. 25-O-14, in which they authorized the execution of this Agreement.

**SECTION 2. DEFINITIONS.** Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. **“Acceptable Tenant”** means a retail store engaged principally in retail sales which generates Sales Taxes and Business District Taxes received by the Village.

B. **“Business District”** means the Illinois Route 83 / Plainfield Road Business District established by the Corporate Authorities pursuant to the Business District Law and Ordinance Nos. 16-O-30, 16-O-31, and 24-O-20.

C. **“Business District Fund”** means that special fund of the Village, known as the “Illinois Route 83 / Plainfield Road Business District,” created by the Corporate Authorities pursuant to the Business District Law and Ordinance Nos. 16-O-32, 24-O-20, and 24-O-21.

D. **“Business District Law”** means the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*, as amended.

E.     **“Business District Plan”** means the Business District approved by the Corporate Authorities in Ordinance Nos. 16-O-30 and 24-O-20.

F.     **“Business District Taxes”** means the additional retailers' occupation tax and service occupation tax imposed by the Corporate Authorities within the Business District pursuant to 65 ILCS 5/11-74.3-3(10) and Ordinance Nos. 16-O-32 and 24-O-21.

G.     **“Certification Request”** is defined in Section 4.C.

H.     **“Certification of Costs”** is defined in Section 4.C.

I.     **“Corporate Authorities”** means the Mayor and Village Board of the Village of Willowbrook, Illinois.

J.     **“Effective Date”** means the date first written in the first paragraph of the first page of this Agreement.

K.     **“Force Majeure”** means delays which are caused by any one or combination of the following, which are beyond the reasonable control of and/or without the fault of the Party relying thereon: fire, flood or other casualty; strike or other labor troubles; governmental restrictions, takings, and limitations arising subsequent to the date hereof; war or other national emergency; shortage of material not attributable to any action or conduct of the Party relying thereon; extreme adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes, derechos, or cyclones; any delay in performance by a Party resulting from the non-performance of the other Party; pandemic or epidemic; and any other extraordinary events or conditions beyond the reasonable control of the Party relying thereon and which, in fact, unreasonably interferes with the ability of said Party to discharge its respective obligations hereunder. Force Majeure does not include: (1) economic hardship or impracticability of performance (except as may be provided herein); (2) commercial or economic frustration of purpose (except as may be provided herein); or (3) failure of performance by a contractor (except as caused by events which are Force Majeure events defined herein as to the contractor).

L.     **“IDOR”** means the State of Illinois Department of Revenue.

M.     **“Indemnified Parties”** is defined in Section 4.H.

N.     **“Lawsuit”** is defined in Section 3.B.

O.     **“Party”** means the Village and the Developer, individually, and **“Parties”** means the Village and the Developer, collectively.

P.     **“Prevailing Wage Act”** is defined in Section 4.H.

Q.     **“Redevelopment Agreement”** is defined in Section 3.B.

R.     **“Reimbursement”** means the payments to the Developer that the Village may be required to make pursuant to this Agreement.

S. ***Requirements of Law*** means all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of the Village and any federal, state, local government, or governmental agency with jurisdiction over the Property.

T. ***Sales Taxes*** means those taxes imposed and collected by the State of Illinois pursuant to (i) the Retailer's Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as amended, (ii) the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, as amended, (iii) the Home Rule Municipal Retailers' Occupation Tax Act, 65 ILCS 5/8-11-1, as amended, and (iv) the Home Rule Municipal Service Occupation Tax Act, 65 ILCS 5/8-11-5, as amended.

U. ***Work*** means all the modifications and improvements to the Vacant Premises made after the Effective Date and in connection with the renovation and re-tenanting of the Vacant Premises for the operation of Acceptable Tenant, including all hard and soft costs eligible for reimbursement under the Business District Law and the Business District Plan.

V. ***Vacant Premises*** is defined in Section 1.F.

### **SECTION 3. DEVELOPMENT AND USE; LAWSUIT.**

A. **Development and Use.** The Property, including, without limitation, the Vacant Premises, must be redeveloped, renovated, re-used, operated, and maintained in compliance with all Requirements of Law and this Agreement. Redevelopment, renovation, re-use, operation, and maintenance of the Property, including, without limitation, the Vacant Premises, in a manner deviating from these requirements is a violation of this Agreement and a breach pursuant to Section 10 of this Agreement, subject to any applicable notice or cure period.

B. **Lawsuit.** The Developer filed a lawsuit against the Village known as *Route 83 & Plainfield Road, LLC v. Village of Willowbrook, et al.* in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, case number 23 CH 000100, which is currently pending on appeal in the State of Illinois Third District Appellate Court, case number 3-24-0446 ("***Lawsuit***") which relates to amounts allegedly owed to the Developer from the Village under the "Village of Willowbrook Redevelopment Agreement (Pete's Fresh Market)" dated June 19, 2018 by and between the Developer and the Village ("***Redevelopment Agreement***").

1. Within five business days of the Effective Date, the Developer agrees to file a motion with the appropriate court to cause the Lawsuit to be dismissed with prejudice and without leave to refile. The Developer will take all actions necessary to cause the Lawsuit to be dismissed with prejudice and without leave to refile.

2. The Developer, for and on behalf of itself and its successors and assigns, and for anyone claiming by or through the Developer, hereby acknowledges complete satisfaction of, and hereby releases, acquits, and forever discharges the Village and its officers, employees, agents, elected officials, representatives, engineers, contractors, and attorneys of and from all claims, actions, causes of action, suits, proceedings, demands, liabilities, damages, obligations, debts, judgments, executions, costs and expenses of every kind and nature whatsoever, whether known or unknown, accrued or not accrued, in law, equity, or otherwise, that the Developer ever had, now has, or may in the future have, against the Village arising out of, or in any way related to, the Lawsuit and the Redevelopment Agreement.

3. The Village, for and on behalf of itself and its successors and assigns, and for anyone claiming by or through the Village, hereby acknowledges complete satisfaction of, and

hereby releases, acquits, and forever discharges the Developer and its officers, employees, agents, representatives, engineers, contractors, and attorneys of and from all claims, actions, causes of action, suits, proceedings, demands, liabilities, damages, obligations, debts, judgments, executions, costs and expenses of every kind and nature whatsoever, whether known or unknown, accrued or not accrued, in law, equity, or otherwise, that the Village ever had or now has against the Developer arising out of, or in any way related to, the Lawsuit and the Redevelopment Agreement.

4. The Parties enter into this Agreement as a full and complete settlement, compromise, and release of claims. It is expressly understood and agreed that neither the execution of this Agreement, nor the performance of any obligation recited in this Agreement, is intended or is to be understood as an acknowledgement of responsibility, admission of liability, or other expression reflecting upon the merits of any claim relating to the Lawsuit, and any such responsibility or liability is expressly denied.

5. All of the Developer's obligations in this Section 3.B will be at no cost to the Village.

#### **SECTION 4. INCENTIVES.**

A. **Reimbursement Amount.** The Village will pay the Reimbursement to the Developer if the Developer satisfies the conditions for payment in this Agreement. The Reimbursement will not exceed the lesser of \$50,000 or the amount of the Village-approved Certification of Costs pursuant to Section 4.C below.

B. **Reimbursement Conditions.** In addition to conditions elsewhere in this Agreement, the Village will not pay the Reimbursement to the Developer:

1. Unless Acceptable Tenant is operating in the Vacant Premises, subject to customary closures for matters including, without limitation, maintenance, repairs, renovation, and restocking, or temporary closure due to Force Majeure;

2. Unless the Village receives Business District Taxes and Sales Taxes from sales by Acceptable Tenant at the Vacant Premises;

3. Unless the Developer is in compliance with its obligations in this Agreement; or

4. If this Agreement is no longer in effect for any reason.

C. **Certification of Work Costs.** Within 60 days after Village issuance of a final certificate of occupancy for the Work, the Developer must submit to the Village not more than one sworn requests for certification of actual third-party costs incurred in connection with the Work, together with copies of final waivers and releases of lien from the contractors, subcontractors and materialmen providing work or material in excess of \$5,000, and other documents reasonably requested by the Village evidencing the cost of construction of the Work (collectively, a "**Certification Request**"). The Village will have 30 days to review the Certification Request to determine whether the costs of the Work are eligible for reimbursement pursuant to this Agreement, the Business District Law, and the Business District Plan. Within the 30-day review period, the Village will notify the Developer in writing whether or not the Certification Request complies with the provisions of the Agreement, in whole or part and if a request is not approved,

the Village must provide Developer with a written explanation providing sufficient detail as to why a Certification Request is not approved. If a Certification Request complies with the provisions of the Agreement in whole, the amount of the approved costs of the Work will be certified by the Village (collectively, the “**Certification of Costs**”). If the Certification Request does not comply with the provisions of the Agreement in whole or part, the Developer may resubmit a Certification Request and the Village will consider it within a new 30-day period, in accordance with the procedures in this Section 4.C. If any cost item sought to be reimbursed is deemed not to be eligible for reimbursement, the Developer may substitute other costs of the Work eligible for reimbursement pursuant to this Agreement, the Business District Law, and the Business District Plan in its resubmitted Certification Request. Even if the cumulative Certification of Costs exceeds \$50,000.00, the cumulative amount of the Reimbursement paid to the Developer under this Agreement cannot exceed \$50,000.00.

**D. Reimbursement Payments.** Within 30 days of the later to occur of (i) the conditions set forth in Section 4.B. above having been met and (ii) issuance of a Certification of Costs, the Village must reimburse the Developer for the Reimbursement from the Business District Fund in an amount not to exceed the lesser of (i) the amount in the Certification of Costs or (ii) \$50,000. Any information received by the Village from the Developer, IDOR, or Acceptable Tenant under this Agreement regarding Business District Taxes and Sales Taxes will be kept confidential to the extent allowed by the Requirements of Law.

**E. Change in the Law.** The Village and the Developer acknowledge and agree that the Village’s obligation to pay the Reimbursement to the Developer is predicated on existing State law governing the distribution of Business District Taxes and Sales Taxes to the Village. The Village and the Developer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Business District Taxes and Sales Taxes to Illinois municipalities. In the event that Business District Taxes or Sales Taxes from the Vacant Premises are no longer distributed to the Village, or if the distribution is altered in a manner that prevents the Village and the Developer from determining with a reasonable degree of certainty the amount of the Business District Taxes and Sales Taxes received from operations at the Vacant Premises (“**Change in Law**”), the Village’s obligation to pay the Reimbursement to the Developer from and after the effective date of the Change in Law is limited to the extent sufficient funds for the Reimbursement are available in the Business District Fund. However, if, at any time during the term of this Agreement, there is another Change in Law that either results in the distribution of Business District Taxes and Sales Taxes to the Village, or allows the Village and the Developer to determine with a reasonable degree of certainty the amount of the Business District Taxes and Sales Taxes received from operations at the Vacant Premises, the provisions of this Agreement with regard to Business District Taxes and Sales Taxes received from operations at the Vacant Premises will automatically be reinstated and will continue through the remainder of the term of this Agreement.

**F. Limited Liability.** Notwithstanding any other provision of this Agreement to the contrary, the Village’s obligation to pay the Reimbursement payments is not and will not be a general debt or obligation or moral obligation of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely from amounts available in the Business District Fund, in accordance with this Agreement. The Developer has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Reimbursement, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village. No recourse may be had for any payment pursuant to this Agreement

against any past, present, or future elected or appointed officer, official, agent, representative, employee, or attorney of the Village in their individual capacity.

G. **Limitations on Payment of Reimbursement.** The Developer acknowledges and agrees that the Property must be used and maintained in compliance in all material respects with Requirements of Law and the Developer's obligations in this Agreement.

H. **Commitment to Fair Employment Practices; Prevailing Wage.** To the extent required by law, Developer must comply, and must contractually obligate and cause any and all general contractors and subcontractors to comply, with the Illinois Prevailing Wage Act (the "Prevailing Wage Act") with respect to construction of public works, if any, for which Developer is being reimbursed pursuant to this Agreement. Developer warrants and represents that it has reviewed the Illinois Prevailing Wage Act, that it has reviewed the regulations promulgated thereunder, and that it understands and will strictly comply with the obligations imposed on it by this Section 4.H with respect to the construction of public works, if any, for which Developer is being reimbursed pursuant to this Agreement. Developer will comply with all applicable federal, State, and local laws relating to equal employment opportunities with respect to construction of the Work. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer regarding the Work state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Developer must indemnify, hold harmless, and defend the Village, the Corporate Authorities, its officers, agents, including independent contractors, consultants and legal counsel, servants, and employees ("Indemnified Parties"), against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Prevailing Wage Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under the Prevailing Wage Act that any or all of the Indemnified Parties violated the Prevailing Wage Act by failing to give proper notice to the Developer or any other party performing applicable work that no less than the prevailing rate of wages must be paid to all laborers, workers and mechanics performing the Work, including, without limitation, interest, penalties or fines under the Prevailing Wage Act. The indemnification obligations of this Section 4.H on the part of the Developer will survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer must, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award is rendered against the Indemnified Parties in any such action, the Developer must, at its own expense, satisfy and discharge such judgment or award.

I. **Filing and Reporting.** Within 30 days of the Effective Date, a report regarding this Agreement, and a copy of this Agreement, will be filed electronically with IDOR pursuant to 65 ILCS 5/8-11-21(c). The Developer will cooperate with the Village in preparing and filing the report, and the Developer will provide information and materials needed by the Village to prepare and file the report.

## **SECTION 5. FORCE MAJEURE.**

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either the Developer or the Village to perform any act or obligation, and the Developer or the Village, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure,

the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

## **SECTION 6. LITIGATION AND DEFENSE OF AGREEMENT; INDEMNITY.**

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either Party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Party, and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

B. **Defense.** The Village and the Developer must use their respective commercially reasonable efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and the Developer agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for Village Review.** The Developer acknowledges and agrees that: (1) the Village is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **Village Procedures.** The Developer acknowledges that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity.** The Developer agrees to, and does hereby, hold harmless, defend with counsel of the Village's choosing, and indemnify the Indemnified Parties from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the Village pursuant to this Agreement; (iii) the development, construction, and maintenance of the Vacant Premises; and (iv) the performance by the Developer of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

F. **Defense Expenses.** The Developer hereby agrees to pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims identified in Section 6.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and

customary fee rates to the Village; and (2) the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

## **SECTION 7. TERM.**

This Agreement will be in full force and effect for a period commencing on the Effective Date and through the first to occur of: (a) December 31, 2039; (b) the full payment of the Reimbursement in accordance with this Agreement; or (c) the termination of this Agreement (“**Term**”). During the Term, this Agreement inures to the benefit of and is enforceable by the Developer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

## **SECTION 8. RELEASE OF INFORMATION.**

The Developer will include (and use good faith efforts to enforce) a covenant in its lease agreement for the Vacant Premises obligating Acceptable Tenant to execute and submit Form PTAX 1002-21, Authorization to Release Information to Local Governments, or any replacement form therefor, to IDOR for the Vacant Premises with a reporting period from the date Acceptable Tenant is open for business and serving the public through December 31, 2039. The Parties acknowledge that information provided to the Village is subject to confidentiality requirements that prevent disclosure of certain information to Developer. The Parties will use good faith efforts and cooperate with one another to confirm the situs of retail sales from the Vacant Premises is properly identified as the Vacant Premises and that Acceptable Tenant is properly reporting sales and paying Business District Taxes and Sales Taxes for sales from the Vacant Premises.

## **SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.**

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Developer must pay to the Village, as and when due, all application, inspection, and permit fees, and all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations.

## **SECTION 10. ENFORCEMENT.**

A. **Enforcement.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, performance, or breach of this Agreement. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation reasonable attorneys’ fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 10.A of this Agreement without first providing written notice to the other Party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period (“**Time for Cure**”), then the Time for Cure will be extended accordingly, provided that the notified

Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence, but in no event will the Time for Cure exceed 30 days from the date of the written notice unless otherwise agreed to by the Developer and Village.

## **SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party.

B. **Binding Effect.** The Developer acknowledges and agrees that this Agreement is binding upon the Developer, and any and all of its heirs, successors, permitted assigns, and successor owners of all or any portion of the Property.

C. **Assignments.** This Agreement, and the rights and obligations hereunder, may not be assigned by Developer prior to the date the Village approves a Certification of Costs, unless the Village consents in writing to such assignment which consent cannot be unreasonably withheld or delayed, and unless the assignee consents in writing to be bound by the terms of this Agreement. Thereafter, Developer may sell or transfer the Property, and assign its right, duties and obligations hereunder, without the consent or approval of the Village. Nothing herein prohibits or impairs an assignment to Developer's lender pursuant to an assignment required for acquisition or construction financing or using the benefits of this Agreement as collateral.

D. **Survival.** The Developer's obligations in Sections 6 and 9 of this Agreement will survive and continue even if this Agreement is no longer in effect.

## **SECTION 12. REPRESENTATIONS AND WARRANTIES.**

In order to induce the Village to enter into this Agreement and grant the rights herein provided for, the Developer hereby warrants and represents to the Village as follows:

A. The Developer is a duly organized, validly existing Illinois limited liability company in good standing under the laws of, and authorized to conduct business in, the State of Illinois.

B. The Developer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation, all parties with ownership or security interests in the Property regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village) is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of the Developer have the power and authority to execute and deliver this Agreement on behalf of the Developer.

F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Developer; (ii) will not result in a breach or default under any agreement to which the Developer is a Party or to which the Developer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Developer, or the Property, in whole or in part, is or are subject.

### **SECTION 13. GENERAL PROVISIONS.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties in accordance with all applicable statutory procedures.

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt, or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following address:

Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527  
Attention: Village Mayor

With copies to: Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527  
Attention: Village Administrator

And: Elrod Friedman LLP  
350 North Clark Street, Second Floor  
Chicago, Illinois 60654  
Attention: Gregory T. Smith

Notices and communications to the Developer must be addressed to, and delivered at, the following address:

Route 83 & Plainfield Road, LLC  
4333 South Pulaski Road  
Chicago, Illinois 60632  
Attention: James Dremonas, Managing Member

With a copy to: David H. Sachs  
Burke, Warren, MacKay & Serritella, P.C.  
330 North Wabash Avenue, Suite 2100  
Chicago, Illinois 60611

D. **Governing Law; Venue**. This Agreement is to be governed by, and enforced in accordance with, the laws, but not the conflict of laws rules, of the State of Illinois. This Agreement has been made and delivered in DuPage County, Illinois. Therefore, any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court in DuPage County, Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court in DuPage County, Illinois.

E. **Interpretation**. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement are only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the Village or the Developer.

J. **Severability**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time**. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibits.** **Exhibits A and B** are attached to this Agreement, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement controls.

M. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the Village nor the Developer are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it may determine to be in its best interest from time to time. The failure of the Village or the Developer to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the Village's or the Developer's right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Village Authority to Execute.** The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

S. **Capitalized Terms.** All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code or Zoning Ordinance.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**VILLAGE:**

ATTEST:

**VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation

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Clerk

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Mayor

**DEVELOPER:**

**ROUTE 83 & PLAINFIELD ROAD, LLC**, an Illinois limited liability company

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

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

Its: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

This instrument was acknowledged before me on \_\_\_\_\_, 2025 by  
Frank Trilla, the Mayor of the **VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation,  
and by Gretchen Boerwinkle, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

## Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
 ) SS

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_, they signed and delivered said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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## Notary Public

My Commission Expires:

(SEAL)

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

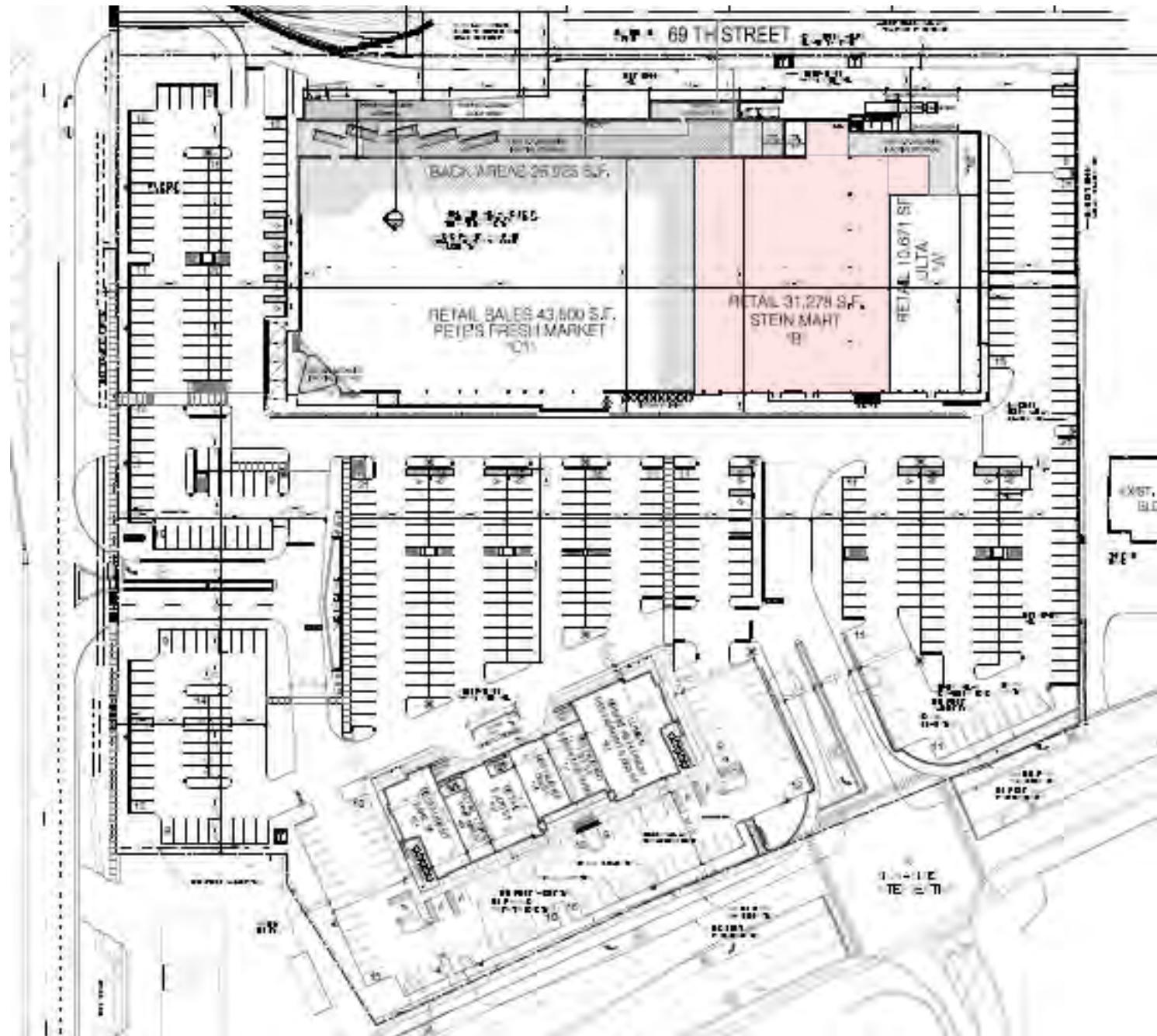
THAT PART OF LOTS 2, 3, AND 4 IN OWNER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 738.269 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF ILLINOIS ROUTE NO. 83 AS MONUMENTED; THENCE SOUTH 0 DEGREES 05 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID ILLINOIS ROUTE NO. 83; 610.633 FEET TO A POINT WHICH IS 298.40 FEET (AS MEASURED ALONG THE EAST LINE OF SAID ILLINOIS ROUTE NO. 83) NORTH OF THE SOUTHEASTERLY LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 54 MINUTES 26 SECONDS EAST 131.753 FEET TO THE POINT INTERSECTION WITH THE EAST LINE OF SAID LOT 4; THENCE SOUTH 0 DEGREES 00 MINUTES 24 SECONDS EAST ALONG SAID EAST LINE 24.724 FEET TO A POINT WHICH IS 138.94 FEET (AS MEASURED ALONG THE EAST LINE OF SAID LOT 4) NORTH OF THE NORTHWESTERLY LINE OF PLAINFIELD ROAD AS WIDENED PER DOCUMENT NUMBER R61-11952; THENCE SOUTH 32 DEGREES 19 MINUTES 18 SECONDS EAST 127.783 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PLAINFIELD ROAD PER PLAT OF DEDICATION RECORDED APRIL 25, 1961 AS DOCUMENT NUMBER R61-4362, SAID POINT BEING 75.0 FEET NORTHEASTERLY OF THE WEST LINE OF SAID LOT 3 (MEASURED ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLAINFIELD ROAD); THENCE NORTH 65 DEGREES 37 MINUTES 21 SECONDS EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLAINFIELD ROAD 224.817 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 3; THENCE NORTH 67 DEGREES 50 MINUTES 25 SECONDS EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLAINFIELD ROAD 361.290 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 2; THENCE NORTH 0 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 514.486 FEET TO THE HEREIN DESIGNATED PLACE OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

P.I.N.: 09-23-405-026

Commonly known as 820 Plainfield Road, Willowbrook, Illinois

**EXHIBIT B**  
**DEPICTION OF THE VACANT PREMISES**  
(attached)





Village of  
**WILLOWBROOK**

**Village Administrator's  
Office**

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## BOARD OF TRUSTEES MEETING

**AGENDA ITEM NO: 5.f.**

**DATE: July 14, 2025**

**SUBJECT:**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE  
AGREEMENT (6920 S. Kingery Highway)

### STAFF REPORT

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Sean Halloran, Village Administrator  
**THROUGH:** Sean Halloran, Village Administrator

### PURPOSE AND ACTION REQUESTED

Staff is seeking Village Board approval of an ordinance authorizing the execution of an Economic Incentive Agreement between the Village of Willowbrook and the property owner of 6920 S. Kingery Highway. The agreement provides for \$20,000 in assistance to support the re-tenanting of the former Binny's Beverage Depot space with an Ace Hardware store.

### BACKGROUND/SUMMARY

The property at 6920 S. Kingery Highway, formerly occupied by Binny's Beverage Depot, became vacant only a few months ago. Recognizing the importance of maintaining continuous occupancy in key commercial centers, the Village proactively engaged with the property owner to support the site's quick turnaround and long-term viability.

As a result of those efforts, the Village secured a commitment from Ace Hardware to open a new retail location at the site. To help facilitate the lease and encourage investment in the space, the Village will provide \$20,000 in assistance to the property owner.

This agreement reflects the Village's commitment to proactively supporting high-quality tenants and maintaining strong commercial activity along its key corridors.

### FINANCIAL IMPACT

The incentive will be paid from the Opportunity Reserve Fund.

### RECOMMENDED ACTION:

Adopt the ordinance.

## ORDINANCE NO. 25-O-15

### AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AGREEMENT (6920 S. Kingery Highway)

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

**SECTION 1:** The Mayor and Board of Trustees of the Village of Willowbrook find as follows:

- A. The Village of Willowbrook (“*Village*”) is a home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. Carlo Di Carlo (“*Owner*”) is the owner of the property commonly known as 6920 S. Kingery Highway, Willowbrook, Illinois (“*Property*”).
- C. The Property includes an approximately .9 square feet retail shopping building on the Property which is vacant and which was previously occupied by Binny’s Beverage Depot (“*Vacant Premises*”).
- D. The Owner desires to secure Ace Hardware as a new tenant within the Vacant Premises and in order to secure Ace Hardware as a new tenant, the Owner made certain economic concessions.
- E. The Village anticipates that the operation of Ace Hardware in the Vacant Premises will be a significant contributor to the economic stability of the Village.
- F. In order to facilitate the tenancy of Ace Hardware in the Vacant Premises, the Owner requested that the Village provide economic incentives not to exceed \$20,000.00 (“*Economic Incentive*”).
- G. The Owner has represented and warranted to the Village, and the Village finds that, but for the provision of the Economic Incentive by the Village to the Owner, the Owner would be unwilling and unable to secure Ace Hardware as a tenant within the Vacant Premises.
- H. It is the desire of the Village to provide the Owner with the Economic Incentive on the terms set forth in the “Economic Incentive Agreement,” and its accompanying exhibits, attached hereto as **Exhibit A** and made a part hereof (“*Agreement*”).
- I. It is in the best interest of the Village to provide the Owner with the Economic Incentive.

**SECTION 2:** Based upon the foregoing, the Mayor, Village Clerk, and Village Administrator be and are hereby authorized and directed to provide the Owner with the Economic Incentive pursuant to the terms and conditions set forth in the Agreement, with such modifications as may be approved by the Village Administrator and the Village Attorney. The Mayor, the Village Clerk, and the Village Administrator are further authorized and directed to execute and deliver such other instruments, including the Agreement, as may be necessary or convenient to undertake the Village's obligations in the Agreement.

**SECTION 3:** This Ordinance will be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 14<sup>th</sup> day of July, 2025, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this 14<sup>th</sup> day of July, 2025, by the Mayor of the Village of Willowbrook, and attested by the Village Clerk, on the same day.

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\_\_\_\_\_  
Mayor

**APPROVED and FILED** in my office this 14<sup>th</sup> day of July, 2025 and published in pamphlet form in the Village of Willowbrook, DuPage County, Illinois.

ATTEST:

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

**EXHIBIT A**

**ECONOMIC INCENTIVE AGREEMENT**

(attached)

**ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN  
THE VILLAGE OF WILLOWBROOK AND BARGA III LLC  
(6920 S. KINGERY HIGHWAY)**

**THIS ECONOMIC INCENTIVE AGREEMENT** ("*Agreement*") is made and entered into as of this 14th day of July, 2025, by and between the **VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation ("*Village*"), and **Barga III LLC** ("*Owner*").

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Village hereby agree as follows:

**SECTION 1. RECITALS.**

A. The Village is a home rule Illinois municipality in accordance with Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970 which enters into this Agreement pursuant to its home rule powers and 65 ILCS 5/8-1-2.5.

B. The Owner is the owner of the approximately one-acre parcel located in the Village on the west side of Plainfield Road south of 69th Street at 6920 S. Kingery Highway, Willowbrook, Illinois, and legally described in **Exhibit A** attached to and, by this reference, incorporated herein ("**Property**").

C. The Property includes an approximately .9 square-foot retail building on the Property ("**Vacant Premises**"), which was previously occupied by Binny's Beverage Depot. The Vacant Premises is currently vacant.

D. The Owner desires to re-tenant the Vacant Premises and has identified Ace Hardware Store as a new tenant within the Vacant Premises.

E. In order to secure Ace Hardware Store as a new tenant, the Owner made certain economic concessions to Ace Hardware Store which the Owner was willing to make if the Village provided the economic incentives in this Agreement.

F. In order to facilitate the tenancy of Ace Hardware Store in the Vacant Premises, the Village will provide the Owner financial assistance in an amount not to exceed \$20,000.00, as set forth in this Agreement.

G. On July 14, 2025, the Corporate Authorities adopted Ordinance No.25-O-15, in which they authorized the execution of this Agreement.

**SECTION 2. DEFINITIONS.**

Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. "**Ace Hardware Store**" means Whitmore Investments, Inc. doing business as Whitmore Ace Hardware.

B. "**Corporate Authorities**" means the Mayor and Village Board of the Village of Willowbrook, Illinois.

C.     ***“Effective Date”*** means the date first written in the first paragraph of the first page of this Agreement.

D.     ***“Force Majeure”*** means delays which are caused by any one or combination of the following, which are beyond the reasonable control of and/or without the fault of the Party relying thereon: fire, flood or other casualty; strike or other labor troubles; governmental restrictions, takings, and limitations arising subsequent to the date hereof; war or other national emergency; shortage of material not attributable to any action or conduct of the Party relying thereon; extreme adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes, derechos, or cyclones; any delay in performance by a Party resulting from the non-performance of the other Party; pandemic or epidemic; and any other extraordinary events or conditions beyond the reasonable control of the Party relying thereon and which, in fact, unreasonably interferes with the ability of said Party to discharge its respective obligations hereunder. Force Majeure does not include: (1) economic hardship or impracticability of performance (except as may be provided herein); (2) commercial or economic frustration of purpose (except as may be provided herein); or (3) failure of performance by a contractor (except as caused by events which are Force Majeure events defined herein as to the contractor).

E.     ***“Party”*** means the Village and the Owner, individually, and ***“Parties”*** means the Village and the Owner, collectively.

F.     ***“Reimbursement”*** means the \$20,000.00 payment to the Owner that the Village is required to make pursuant to this Agreement.

G.     ***“Requirements of Law”*** means all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of the Village and any federal, state, local government, or governmental agency with jurisdiction over the Property.

### **SECTION 3.     DEVELOPMENT AND USE.**

A.     **Development, Use, Operation, and Maintenance.** The Property, including, without limitation, the Vacant Premises, must be redeveloped, renovated, re-used, operated, and maintained in compliance with all Requirements of Law and this Agreement.

B.     **Materials.** Within 30 days of the Effective Date, Owner must provide the Village with a copy of a fully executed lease with Ace Hardware Store for the Vacant Premises.

### **SECTION 4.     INCENTIVES.**

A.     **Reimbursement.** The Village will pay the Owner the Reimbursement within seven days of the Effective Date.

B.     **Clawback.** If the Ace Hardware Store is not open for business in the Vacant Premises and serving the public within 12 months of the Effective Date, the Owner must pay back the Reimbursement to the Village.

### **SECTION 5.     FORCE MAJEURE.**

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either the Owner or the Village to perform any act or

obligation, and the Owner or the Village, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

## **SECTION 6. LITIGATION AND DEFENSE OF AGREEMENT; INDEMNITY.**

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either Party to perform its obligations under, or otherwise to comply with, this Agreement ("**Litigation**"), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Party, and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

B. **Defense.** The Village and the Owner must use their respective commercially reasonable efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and the Owner agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for Village Review.** The Owner acknowledges and agrees that: (1) the Village is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **Village Procedures.** The Owner acknowledges that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity.** The Owner agrees to, and does hereby, hold harmless, defend with counsel of the Village's choosing, and indemnify the Village, its elected and appointed officers, employees, and agents from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the Village pursuant to this Agreement; (iii) the development, construction, and maintenance of the Vacant Premises; and (iv) the performance by the Owner of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

F. **Defense Expenses.** The Owner hereby agrees to pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims

identified in Section 6.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the Village; and (2) the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

## **SECTION 7. TERM.**

This Agreement will be in full force and effect for a period commencing on the Effective Date and through the first to occur of: (a) December 31, 2027; (b) the termination of this Agreement ("Term"). During the Term, this Agreement inures to the benefit of and is enforceable by the Owner and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

## **SECTION 8. RELEASE OF INFORMATION.**

The Owner will include (and use good faith efforts to enforce) a covenant in its lease agreement for the Vacant Premises obligating Ace Hardware Store to execute and submit Form PTAX 1002-21, Authorization to Release Information to Local Governments, or any replacement form therefor, to the Illinois Department of Revenue for the Vacant Premises with a reporting period from the date Ace Hardware Store is open for business and serving the public through December 31, 2039. The Parties acknowledge that information provided to the Village is subject to confidentiality requirements that prevent disclosure of certain information to Owner. The Parties will use good faith efforts and cooperate with one another to confirm the situs of retail sales from the Vacant Premises is properly identified as the Vacant Premises.

## **SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.**

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Owner must pay to the Village, as and when due, all application, inspection, and permit fees, and all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations.

## **SECTION 10. ENFORCEMENT.**

A. **Enforcement.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, performance, or breach of this Agreement. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 10.A of this Agreement without first providing written notice to the other Party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period ("Time for Cure"), then the Time for Cure will be extended accordingly, provided that the notified

Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence, but in no event will the Time for Cure exceed 30 days from the date of the written notice unless otherwise agreed to by the Owner and Village.

## **SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party.

B. **Binding Effect.** The Owner acknowledges and agrees that this Agreement is binding upon the Owner, and any and all of its heirs, successors, permitted assigns, and successor owners of all or any portion of the Property.

C. **Assignments.** Owner may sell or transfer the Property, and assign its rights, duties and obligations hereunder, without the consent or approval of the Village. Nothing herein prohibits or impairs an assignment to Owner's lender pursuant to an assignment required for acquisition or construction financing or using the benefits of this Agreement as collateral.

D. **Survival.** The Owner's obligations in Sections 6 and 9 of this Agreement will survive and continue even if this Agreement is no longer in effect.

## **SECTION 12. REPRESENTATIONS AND WARRANTIES.**

In order to induce the Village to enter into this Agreement and grant the rights herein provided for, the Owner hereby warrants and represents to the Village as follows:

A. The Owner is a duly organized, validly existing Illinois limited liability company in good standing under the laws of, and authorized to conduct business in, the State of Illinois.

B. The Owner has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation, all parties with ownership or security interests in the Property regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village) is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of the Owner have the power and authority to execute and deliver this Agreement on behalf of the Owner.

F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Owner; (ii) will not result in a breach or default under any agreement to which the Owner is a Party or to which the Owner, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Owner, or the Property, in whole or in part, is or are subject.

## **SECTION 13. GENERAL PROVISIONS.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties in accordance with all applicable statutory procedures.

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt, or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following address:

Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527  
Attention: Village Mayor

With copies to: Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527  
Attention: Village Administrator

And: Elrod Friedman LLP  
350 North Clark Street, Second Floor  
Chicago, Illinois 60654  
Attention: Gregory T. Smith

Notices and communications to the Owner must be addressed to, and delivered at, the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

D. **Governing Law; Venue**. This Agreement is to be governed by, and enforced in accordance with, the laws, but not the conflict of laws rules, of the State of Illinois. This Agreement has been made and delivered in DuPage County, Illinois. Therefore, any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court in DuPage County, Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court in DuPage County, Illinois.

E. **Interpretation**. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement are only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the Village or the Owner.

J. **Severability**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time**. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibit**. **Exhibit A** is attached to this Agreement, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement controls.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver**. Neither the Village nor the Owner are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it may determine to be in its best interest from time to time. The failure of the Village or the Owner to exercise at any time

any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the Village's or the Owner's right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Village Authority to Execute.** The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

S. **Capitalized Terms.** All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code or Zoning Ordinance.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**VILLAGE:**

ATTEST:

**VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation

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Clerk

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Mayor

**DEVELOPER:**

\_\_\_\_\_, a  
\_\_\_\_\_

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

Its: \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2025 by  
Frank Trilla, the Mayor of the **VILLAGE OF WILLOWBROOK**, an Illinois municipal corporation,  
and by Gretchen Boerwinkle, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

## Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
 ) SS

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_, they signed and delivered said instrument as his/her free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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## Notary Public

My Commission Expires:

(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 3, 4, 5, 24, 25, 26 AND 27 IN TRI-STATE VILLAGE UNIT NO. 5, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT 465114 IN DUPAGE COUNTY, ILLINOIS

P.I.Ns.: 09-23-310-003, 09-23-310-005, 09-23-310-030, 09-23-310-004, and 09-23-310-002

Commonly known as 6920 S. Kingery Highway, Willowbrook, Illinois



# Village of **WILLOWBROOK**

**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 6.**

**DATE: July 14, 2025**

**SUBJECT:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO BROTHERS ASPHALT PAVING, INC. FOR THE 2025 MOTOR FUEL TAX/REBUILD ILLINOIS ROAD MAINTENANCE PROGRAM

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Rick Valent, Director of Public Works  
**THROUGH:** Sean Halloran, Village Administrator

#### **PURPOSE AND ACTION REQUESTED**

Staff requests approval to award a contract to Brothers Asphalt Paving, Inc. to perform road maintenance services as part of the 2025 MFT/RBI (Motor Fuel Tax / Rebuild Illinois) Road Program in the amount of \$355,583.63.

#### **BACKGROUND/SUMMARY**

Following the Illinois Department of Transportation's (IDOT) bidding process when utilizing State funds for road maintenance projects, on June 5, 2025, IDOT posted a Notice to Contractors Bulletin requesting bids for the Village's 2025 MFT/RBI Road Program. The scope of the program will include crack filling, thermoplastic marking, and resurfacing. Costs were estimated at \$425,000.00 and to be paid using \$308,542.30 in MFT funds and \$116,457.70 in remaining RBI funds.

On June 20, 2025, six bids were received and publicly opened. Bids received were as follows:

<b>COMPANY</b>	<b>BASE BID AMOUNT</b>
Alamp Concrete Contractors, Inc.	\$ 424,457.62
K-Five Construction Corporation	\$ 377,831.34
Lindahl Brothers, Inc.	\$ 360,715.27
M&J Asphalt Paving Company, Inc.	\$ 359,881.37
<b>Brothers Asphalt Paving, Inc.</b>	<b>\$ 355,583.63</b>
Chicagoland Paving Contractors, Inc.	\$ 335,000.00

The lowest bid was Chicagoland Paving Contractors, Inc. (CPC) in the amount of \$335,000.00. In evaluating the bids received, the Village considers the bidders' past projects with the Village and recent project history with the Village. CPC currently has a multi-year asphalt maintenance contract with the Village. Additionally, in 2024 the Village contracted with CPC for a project to install four speed tables on Midway Drive and Eleanor Place (the speed table project). The work performed by CPC did not meet the contract specifications, therefore the Village did not pay CPC for this work on the speed table project. Based upon the Village's experience with this past contract/project



with CPC, Christopher B. Burke Engineering, Ltd. (CBBEL) does not recommend awarding a contract to CPC. Instead, CBBEL recommends awarding a contract to the lowest responsive and responsible bidder, Brothers Asphalt Services, Inc., with a bid of \$355,583.63, about 6% higher than the lowest bid, and still significantly lower than the engineer's estimate of \$425,000.00. It is in the best interest of the Village to award the contract to the lowest responsible bidder, Brothers Asphalt Services, Inc.

## FINANCIAL IMPACT

Brothers Asphalt contract cost	\$355,583.63
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MFT and RBI funding are available for FY25/26. Below is a breakdown of the financial information. 2025 Road Program Cost

### **Funding sources used:**

RBI funds	\$116,457.70
FY25/26 MFT Funds	\$239,125.93

<b>Remaining RBI Funds</b>	<b>\$0.00</b>
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<b>Remaining FY25/26 MFT Funds</b>	<b>\$109,689.07</b>
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## RECOMMENDED ACTION:

Staff is seeking approval to award a contract to Brothers Asphalt Paving, Inc. to perform road maintenance services as part of the 2025 MFT/RBI Road Program in the amount of \$355,583.63.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

July 9<sup>th</sup>, 2025

Village of Willowbrook  
Department of Public Works  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Rick Valent, Director of Public Works

Subject: 2025 MFT/RBI Road Program – Section #25-00025-00-RS  
**Letter of Recommendation to Award**  
(CBBEL Project No. 240679)

Dear Mr. Valent:

On Friday, June 20<sup>th</sup>, 2025, at 10:00 a.m. bids were received and opened for the 2025 MFT/RBI Road Program. Bid documents were advertised on QuestCDN. The bid documents were downloaded by ten (10) contractors. Each contractor was required to acknowledge Addendum 1 and six (6) bid proposals were received with Addendum 1 acknowledged.

It is CBBEL's understanding that the Village would like to award the Base Bid. Chicagoland Paving Contractors, Inc. was the low bidder for this project bid in the amount of **\$335,000.00**. In evaluating the bids received, the Village considers bidders past projects with the Village and recent project history with the Village. Currently, Chicagoland Paving Contractors, Inc., has a multi-year maintenance contract with the Village of Willowbrook. Additionally, in 2024, the Village contracted with Chicagoland Paving Contractors for a project to install four speed tables on Midway Drive and Elanor Place (the Speed Table Project). The work performed by Chicagoland Paving Contractors did not meet the contract specifications therefore the Village of Willowbrook has not paid Chicagoland Paving Contractors for their work on the Speed Table Project. Based upon the Village's experience with this past contract/project with Chicagoland Paving Contractors, CBBEL does not recommend awarding a contract to Chicagoland Paving Contractors, Inc. Instead, CBBEL recommends awarding a contract to the lowest responsive and responsible bidder, Brothers Asphalt Services, Inc in the amount of **\$355,583.63**. For reference, a copy of the bid tabulation is attached.

We have reviewed Brothers Asphalt Services, Inc.'s bid proposal, documents, and references and find them to be in order. Currently, Brothers Asphalt Services, Inc. is successfully completing work with CBBEL for the Village of Westchester and the Village of Rolling Meadows. Therefore, we recommend awarding this contract Brothers Asphalt Services, Inc. to perform the Base Bid for the 2025 MFT/RBI Road Program.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Orion Galey'.

Orion Galey, PE  
Vice President

Enclosure as Noted

cc: Andrew Passero – Willowbrook  
Andrew Bourke – CBBEL (w/encl.)

**Village of Willowbrook 2025 MFT/RBI Road Program (CBBEL Project No. 240679)**  
**Bid Opening June 20th, 2025 @ 10:00 AM Bid Results**

COMPANY NAME	BASE BID AMOUNT	BID BOND	ADDENDUM 1
M&J Asphalt Paving Company, Inc.	\$ 359,881.37	X	X
K-Five Construction Corporation	\$ 377,831.34	X	X
ALamp Concrete Contractors, Inc.	\$ 424,457.62	X	X
Brothers Asphalt Paving, Inc.	\$ 355,583.63	X	X
Chicagoland Paving Contractors, Inc.	\$ 335,000.00	X	X
Lindahl Brothers, Inc.	\$ 360,715.27	X	X

N:\WILLOWBROOK\240679\Admin\Bid Documents\240679\_2025MFT\_AsReadBidResults\_06202025.xlsx



## BASE BID

SP	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	CHICAGOLAND PAVING CONTRACTORS, INC.	BROTHERS ASPHALT PAVING, INC.	M & J ASPHALT PAVING COMPANY, INC.	LINDAHL BROTHERS, INC.	K-FIVE CONSTRUCTION CORPORATION	ALAMP CONCRETE CONTRACTORS, INC.	
	1	TREE ROOT PRUNING	EACH	14	\$ 200.00	\$ 2,800.00	\$ 100.00	\$ 1,400.00	\$ 250.00	\$ 3,500.00	\$ 315.00	\$ 4,410.00
	2	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,032	\$ 1.00	\$ 2,032.00	\$ 0.01	\$ 20.32	\$ 0.50	\$ 1,016.00	\$ 0.01	\$ 20.32
	3	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	181	\$ 130.00	\$ 23,530.00	\$ 135.00	\$ 24,435.00	\$ 117.20	\$ 21,213.20	\$ 140.00	\$ 25,340.00
	4	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL- 9.5, N50	TON	372	\$ 110.00	\$ 40,920.00	\$ 120.00	\$ 44,640.00	\$ 117.20	\$ 43,598.40	\$ 106.00	\$ 39,432.00
	5	DETECTABLE WARNINGS	SQ FT	48	\$ 40.00	\$ 1,920.00	\$ 45.00	\$ 2,160.00	\$ 63.00	\$ 3,024.00	\$ 40.00	\$ 1,920.00
	6	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	4,299	\$ 5.00	\$ 21,495.00	\$ 4.50	\$ 19,345.50	\$ 5.50	\$ 23,644.50	\$ 4.00	\$ 17,196.00
	7	DRIVEWAY PAVEMENT REMOVAL	SQ YD	301.00	\$ 15.00	\$ 4,515.00	\$ 15.00	\$ 4,515.00	\$ 18.90	\$ 5,688.90	\$ 22.00	\$ 6,622.00
	8	COMBINATION CURB AND GUTTER REMOVAL	FOOT	625	\$ 10.00	\$ 6,250.00	\$ 5.00	\$ 3,125.00	\$ 10.50	\$ 6,562.50	\$ 10.20	\$ 6,375.00
	9	SIDEWALK REMOVAL	SQ FT	1,443	\$ 4.00	\$ 5,772.00	\$ 1.25	\$ 1,803.75	\$ 2.63	\$ 3,795.09	\$ 2.00	\$ 2,886.00
	10	JOINT OR CRACK FILLING	POUND	13,000	\$ 2.00	\$ 26,000.00	\$ 0.77	\$ 10,010.00	\$ 1.16	\$ 15,080.00	\$ 1.20	\$ 15,600.00
	11	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	625	\$ 40.00	\$ 25,000.00	\$ 51.50	\$ 32,187.50	\$ 45.15	\$ 28,218.75	\$ 50.00	\$ 31,250.00
	12	MOBILIZATION	L SUM	1	\$ 18,850.00	\$ 18,850.00	\$ 12,228.23	\$ 12,228.23	\$ 4,000.00	\$ 4,000.00	\$ 3,250.00	\$ 3,250.00
	13	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	309	\$ 6.00	\$ 1,854.00	\$ 6.00	\$ 1,854.00	\$ 5.83	\$ 1,801.47	\$ 6.50	\$ 2,008.50
	14	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	11,350	\$ 0.75	\$ 8,512.50	\$ 0.95	\$ 10,782.50	\$ 0.95	\$ 10,782.50	\$ 1.15	\$ 13,052.50
	15	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	3,137	\$ 1.25	\$ 3,921.25	\$ 1.05	\$ 3,293.85	\$ 1.05	\$ 3,293.85	\$ 1.65	\$ 5,176.05
	16	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	3,789	\$ 2.50	\$ 9,472.50	\$ 2.65	\$ 10,040.85	\$ 2.63	\$ 9,965.07	\$ 3.50	\$ 13,261.50
	17	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	355	\$ 5.00	\$ 1,775.00	\$ 6.00	\$ 2,130.00	\$ 5.25	\$ 1,863.75	\$ 6.50	\$ 2,307.50
	18	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	10,160	\$ 1.00	\$ 10,160.00	\$ 0.60	\$ 6,096.00	\$ 0.58	\$ 5,892.80	\$ 1.75	\$ 17,780.00
*	19	LANDSCAPING (SPECIAL)	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
*	20	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH, SPECIAL	SQ YD	301	\$ 105.00	\$ 31,605.00	\$ 145.00	\$ 43,645.00	\$ 115.50	\$ 34,765.50	\$ 105.00	\$ 31,605.00
*	21	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	1,455	\$ 12.00	\$ 17,460.00	\$ 13.50	\$ 19,642.50	\$ 15.75	\$ 22,916.25	\$ 9.00	\$ 13,095.00
*	22	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH, SPECIAL	SQ FT	116	\$ 15.00	\$ 1,740.00	\$ 20.00	\$ 2,320.00	\$ 17.85	\$ 2,070.60	\$ 14.00	\$ 1,624.00
*	23	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 7,297.50	\$ 7,297.50	\$ 3,500.00	\$ 3,500.00
*	24	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 11,250.00	\$ 11,250.00
*	25	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	7	\$ 750.00	\$ 5,250.00	\$ 350.00	\$ 2,450.00	\$ 924.00	\$ 6,468.00	\$ 900.00	\$ 6,300.00
*	26	CLASS D PATCHES, TYPE IV, 4 INCH (SPECIAL)	SQ YD	50	\$ 75.00	\$ 3,750.00	\$ 25.00	\$ 1,250.00	\$ 50.00	\$ 2,500.00	\$ 105.00	\$ 5,250.00
*	27	CLASS D PATCHES, TYPE IV, 2 INCH	SQ YD	2,745	\$ 45.00	\$ 123,525.00	\$ 25.00	\$ 68,625.00	\$ 25.00	\$ 68,625.00	\$ 26.00	\$ 71,370.00
					TOTAL	\$ 416,859.25	TOTAL	\$ 335,000.00	TOTAL	\$ 355,583.63	TOTAL	\$ 359,881.37
												TOTAL
												\$ 360,715.27
												TOTAL
												\$ 377,831.34
												TOTAL
												\$ 424,457.62

**RESOLUTION NO. 25-R-**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE  
LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT  
TO BROTHERS ASPHALT PAVING, INC. FOR THE 2025 MOTOR FUEL  
TAX/REBUILD ILLINOIS ROAD MAINTENANCE PROGRAM**

**WHEREAS**, the Village of Willowbrook ( the “Village”) publicly advertised, in the manner prescribed by law, for sealed bids for the 2025 Motor Fuel Tax/Rebuild Illinois Road Maintenance Program in the Village (the “Project”); and

**WHEREAS**, the sealed bids received were publicly opened, examined and declared by officials of the Village on June 20, 2025 at 10:00 a.m.; and

**WHEREAS**, of the bids received and opened, the lowest bidder, Chicagoland Paving Contractors, Inc. is determined by the Village not to be a responsible bidder, based on its recent, past unsatisfactory project history with the Village; and

**WHEREAS**, of the bids received and opened, the lowest responsible bidder for the 2025 Motor Fuel Tax/Rebuild Illinois Road Maintenance Program in the Village is Brothers Asphalt Paving, Inc. at a unit price bid not to exceed Three Hundred Fifty-Five Thousand Five Hundred Eighty-Three and 63/100ths Dollars and (\$355,583.63).

**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:** Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find Brothers Asphalt Paving, Inc. to be the lowest responsible bidder as set forth in its bid for the 2025 Motor Fuel Tax/Rebuild Illinois Road

Maintenance Program.

**SECTION 3:** Award of Contract.

Brothers Asphalt Paving, Inc. is hereby awarded the contract for the Project at the unit prices not to exceed Three Hundred Fifty-Five Thousand Five Hundred Eighty-Three and 63/100ths Dollars and (\$355,583.63), as set forth in its bid proposal subject to: the furnishing of the proper bonds and execution of all contract documents.

**SECTION 4:** Execution of Contract.

Provided, further, that Brothers Asphalt Paving, Inc. returns to the Village a contract, attached hereto as Exhibit "A" and made a part hereof, with all written contract documents attached, properly executed by Brothers Asphalt Paving, Inc., along with the proper contract and performance bonds, the Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents for the project, all on behalf of the Village of Willowbrook.

**SECTION 5:** Effective Date.

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

PASSED and APPROVED this 14<sup>th</sup> day of July, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

---

Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

## C O N T R A C T

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of July, 2025 between Brothers Asphalt Company, 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 enter into an agreement with Contractor, the lowest responsible bidder, pursuant to the 2025 Motor Fuel Tax/Rebuild Illinois Road Maintenance Program (the “Project”).

2. Contractor has submitted a bid to the Village. Such bid, including all terms, conditions, requirements 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 this agreement shall control. The bid specifications are (attached hereto) **OR** (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 the sum of Three Hundred Fifty-Five Thousand Five Hundred Eighty-Three and 63/100ths Dollars and (\$355,583.63). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

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

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

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

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS

130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

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

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

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

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

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

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

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

A. Publishing a statement:

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

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

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

(3) Any available drug counseling, rehabilitation, and employee assistance program;

and

(4) The penalties that may be imposed upon employees for drug violations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Insurance requirements shall be as follows:

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

B. Coverage shall be at least as broad as:

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

C. Contractor shall maintain limits no less than:

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

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

- (1) Commercial General Liability and Automobile Liability Coverages:
  - (a) The Village, its officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall

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

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

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

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

(3) All Coverages:

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

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

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

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

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

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

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

22. All change orders increasing the cost of the contract by Twenty Thousand and 00/100ths Dollars and (\$20,000.00) or less, must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) 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 Brothers Asphalt Paving, Inc., Attn: Natalia Colella, 315 Stewart Avenue Court, Addison, Illinois 60101, 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:

BROTHERS ASPHALT PAVING, INC.

ATTEST:

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

Natalia Colella, President  
its President duly authorized agent

Title:

VILLAGE OF WILLOWBROOK

ATTEST:

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

Frank A. Trilla, Mayor

Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**ADDENDUM #1**  
Village of Willowbrook  
2025 MFT Pavement Resurfacing and Various Improvements  
Date: June 16, 2025

*This Addendum forms part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by returning the attached acknowledgement of receipt of Addendum form by email to ogaley@cbbel.com. Failure to do so may subject Bidder to disqualification. These revised versions shall supersede the related documents originally issued for bid.*

The Addendum consists of the following Modifications and clarifications:

**Modifications**

**Modification #1** The following revisions have been made to the Summary of Quantities (Plans) and Schedule of Prices (Contract Documents):

ITEM 27 CLASS D PATCHES, TYPE IV, 2 INCH – This item is increased from 530 SQ YD to 2745 SQ YD.

ITEM 26: CLASS D PATCHES, TYPE IV, 6 INCH – This item has been changed to CLASS D PATCHES, TYPE IV, 4 INCH.

**Modification #2**

The following items have modified in the table of contents and the associated spec. to the following:

The item HOT-MIX ASPHALT SURFACE REMOVAL, 2  $\frac{3}{4}$ ", has been changed to HOT-MIX ASPHALT SURFACE REMOVAL 2". The special provision has been updated accordingly.

The item CLASS D PATCH, 6 INCH, has been changed to CLASS D PATCH, 4 INCH. The special provision has been updated accordingly. This item is for locations with unsuitable base in the resurfacing area.

**Modification #3**

The following revisions have been made to the Existing Conditions and Removal Plan Sheets.

The HMA Surface Removal 2.25" Label was changed from to HMA Surface Removal 2"

**Clarifications**

**Clarification #1**

Special provision for CLASS D PATCH, TYPE IV, 2" should reference an average width of 3 feet.

**Please note that the bid due date has been changed to Wednesday, June 20<sup>th</sup>, 2025 @ 10:00 AM**

**END OF ADDENDUM NO. 1**

ADDENDUM #1

Village of Willowbrook  
2025 MFT Pavement Resurfacing and Various Improvements  
Date: June 16, 2025

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: Rhythm H. Dave

Brothers Asphalt Paving, Inc.  
Name of Company



Local Public Agency  
Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name

Brothers Asphalt Paving, Inc.

Contractor's Address

315 S. Stewart Avenue

City

State Zip Code

Addison

IL 60101

STATE OF ILLINOIS

Local Public Agency

Village of Willowbrook

County

DuPage

Section Number

25-00025-00-RS

Route(s) (Street/Road Name)

Various (See Location Maps)

Type of Funds

MFT & RBI

Proposal Only  Proposal and Plans  Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

*Richard T. Valent*

5/29/25

Official Title

Director of Public Works

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



June 3, 2025

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage	25-00025-00-RS	Various (See Location Maps)

## NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of	Village Clerk at Village of Willowbrook Village Hall	Name of Office
835 Midway Drive, Willowbrook , IL 60527	Address	until 10:00 AM on 6/20/2025
Sealed proposals will be opened and read publicly at the office of	Village Clerk at Village of Willowbrook Village Hall	Name of Office
835 Midway Drive, Willowbrook , IL 60527	Address	at 10:00 AM on 6/20/2025

## DESCRIPTION OF WORK

Location	Project Length
Various Locations	1365 FT or 0.26 Miles

### Proposed Improvement

Improvements include the resurfacing of Bentwood Ln, Hiddenbrook Ln and Meadow Ln. Various thermoplastic stripping and pavement patching in multiple locations within the Village of Willowbrook and pavement crack sealing in the Waterford subdivision in the Village of Willowbrook

### 1. Plans and proposal forms will be available in the office of

The bidding documents can be obtained through QuestCDN via CBBEL website at [www.cbbel.com/bidding-info](http://www.cbbel.com/bidding-info) or at [www.questcdn.com](http://www.questcdn.com) for a \$30 nonrefundable fee. Contact QuestCDN via the [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration and downloading digital product information. Minority and Women Owned Businesses (MBE/WBE) are encouraged to submit bids on this project. Contact will be Orion Galey at 847-823-0500 or [ogaley@cbbel.com](mailto:ogaley@cbbel.com)

### 2. Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. Local Public Agency Formal Contract Proposal (BLR 12200)
  - b. Schedule of Prices (BLR 12201)
  - c. Proposal Bid Bond (BLR 12230) (if applicable)
  - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
  - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for

opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage	25-00025-00-RS	Various (See Location Maps)

### PROPOSAL

1. Proposal of Brothers Asphalt Paving, Inc.  
315 S. Stewart Avenue, Addison, IL 60101  
Contractor's Name  
Contractor's Address

2. The plans for the proposed work are those prepared by \_\_\_\_\_ and approved by the Department of Transportation on \_\_\_\_\_.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 30 working days or by \_\_\_\_\_ unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract \_\_\_\_\_ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: \_\_\_\_\_ Treasurer of Village of Willowbrook  
The amount of the check is 5% of Bid Amount ( \_\_\_\_\_ ).

#### Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 25-00025-00-RS

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage	25-00025-00-RS	Various (See Location Maps)

## CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency Village of Willowbrook	County DuPage	Section Number 25-00025-00-RS	Route(s) (Street/Road Name) Various (See Location Maps)
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### SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

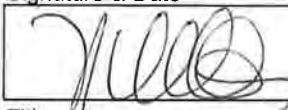
Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

Brothers Asphalt Paving, Inc.

Signature & Date



06/20/2025

Title

President

Business Address

315 S. Stewart Avenue

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

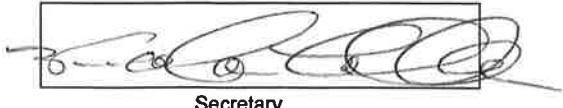
  

Insert Names of Officers

President

Natalia Colella

Attest:



Secretary

Secretary

**Nick Colella**

Treasurer

**Natalia Colella**



Contractor's Name

BROTHERS ASPHALT PAVING, INC.

Contractor's Address

315 S. Stewart Avenue

City

ADDISON

State Zip Code

IL 60101

Local Public Agency

Village of Willowbrook

County

DuPage

Section Number

25-00025-00-RS

Route(s) (Street/Road Name)

Various Locations (See location Map)

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Tree Root Pruning	EA	14	\$250.00	\$3,500.00
2	Bituminous Material (Tack Coat)	LBS	2032	\$0.50	\$1,016.00
3	Polymerized Hot-Mix Asphalt Binder Course IL 4.75, N50	TONS	181	\$117.20	\$21,213.20
4	Hot-Mix Asphalt Surface Course, Mix "D", IL 9.5, N50	TONS	372	\$117.20	\$43,598.40
5	Detectable Warnings	SQFT	48	\$63.00	\$3,024.00
6	Hot-Mix Asphalt Surface Removal 2"	SQYD	4299	\$5.50	\$23,644.50
7	Driveway Pavement Removal	SQYD	301	\$18.90	\$5,688.90
8	Combination Curb and Gutter Removal	FT	625	\$10.50	\$6,562.50
9	Sidewalk Removal	SQFT	1443	\$2.63	\$3,795.09
10	Joint or Crack Filling	FT	13000	\$1.16	\$15,080.00
11	Combination Concrete Curb and Gutter Type M-2.12	FT	625	\$45.15	\$28,218.75
12	Mobilization	LSUM	1	\$4,000.00	\$4,000.00
13	Thermoplastic Pavement Markings, Letters and Symbols	SQFT	309	\$5.83	\$1,801.47
14	Thermoplastic Pavement Markings, Line 4"	FT	11350	\$0.95	\$10,782.50
15	Thermoplastic Pavement Marking, Line 6"	FT	3137	\$1.05	\$3,293.85
16	Thermoplastic Pavement Marking, Line 12"	FT	3789	\$2.63	\$9,965.07
17	Thermoplastic Pavement Marking, Line 24"	FT	355	\$5.25	\$1,863.75
18	Pavement Marking Removal (Grinding)	SQFT	10160	\$0.58	\$5,892.80
19	Landscaping (Special)	LSUM	1	\$15,000.00	\$15,000.00

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage	25-00025-00-RS	Various Locations

Item Number	Items	Unit	Quantity	Unit Price	Total
20	Portland Cement Concrete Driveway Pavement 7 Inch (Special)	SQYD	301	\$115.50	\$34,765.50
21	Portland Cement Concrete Sidewalk 5 Inch (Special)	SQFT	1455	\$15.75	\$22,916.25
22	Portland Cement Concrete Sidewalk 7 Inch (Special)	SQFT	116	\$17.85	\$2,070.60
23	Frame and Lid to be Adjusted (Special)	EA	1	\$7,297.50	\$7,297.50
24	Traffic Control and Protection (Special)	LSUM	1	\$3,000.00	\$3,000.00
25	Drainage Structures to be Adjusted	EA	7	\$924.00	\$6,468.00
26	Class D Patches, Type IV, 4 Inch (Special)	SQYD	50	\$50.00	\$2,500.00
27	Class D Patches, Type IV, 2 Inch	SQYD	2745	\$25.00	\$68,625.00
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
<b>Bidders Total Proposal =</b>					
<b>\$355,583.63</b>					

1. \* Indicates Special Provision
2. Each pay item should have a unit price and a total price.
3. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
4. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
5. A bid may be declared unacceptable if neither a unit price or total price is shown.



## Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	25-00025-00-RS

WE, Brothers Asphalt Paving, Inc.

as PRINCIPAL, and

Western Surety Company

as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th of June, 2025

Principal

Company Name

Brothers Asphalt Paving, Inc.

Company Name

Signature & Date

Signature & Date

By:

6/19/2025

By:

Title

Natalia Colella

President

Title

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

Surety

Name of Surety

Western Surety Company

Signature of Attorney-in-Fact Signature

By:

June 19, 2025

William Reidinger

STATE OF IL

COUNTY OF DuPage

I, Ian Connell Hunter

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

Natalia Colella and William Reidinger

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 19th day of June, 2025.

Month and Year

Notary Public Signature & Date

Date commission expires May 21, 2028

(SEAL, if required by the LPA)



Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	25-00025-00-RS

**ELECTRONIC BID BOND**

**Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint William Reindinger, **Individually**

of Schaumburg, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

**Surety Bond No:** Bid Bond  
**Principal:** Brothers Asphalt Paving, Inc.  
**Obligee:** Village of Willowbrook

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

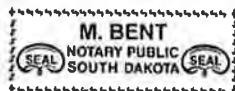
In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota      }      ss  
County of Minnehaha



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of June, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



## Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	Various	25-00025-00-RS

**All contractors are required to complete the following certification**

For this contract proposal or for all bidding groups in this deliver and install proposal.  
 For the following deliver and install bidding groups in this material proposal.

Brothers Asphalt Paving, Inc. to perform: Surface Removal, Earthwork, Aggregate Bases & Surfaces, Cover & Seal Coats, Asphalt Paving Work, Pavement Removal, Prep of Base, Mobilization, and Traffic Control and Protection. Program Sponsors: Member of: Operators Union Local 150, Laborers Union Local 68, Teamsters Union Local 673.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Subwork: Concrete, Underground, Landscape, and Pavement Marking to be performed by union subcontractors and their local unions are to be program sponsors.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

N/A

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

Brothers Asphalt Paving, Inc.

Signature & Date

6/20/25

Title

President

Address

315 S. Stewart Avenue

City

Addison

State

Zip Code

IL

60101



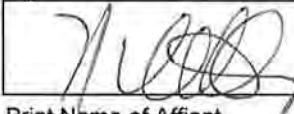
## Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	Various	25-00025-00-RS

I, Natalia Colella of Addison, Illinois,  
Name of Affiant  
being first duly sworn upon oath, state as follows:

1. That I am the President of Brothers Asphalt Paving, Inc.  
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Brothers Asphalt Paving, Inc., will maintain a business office in the  
Bidder  
State of Illinois, which will be located in DuPage County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

  
6/20/25

Print Name of Affiant

Natalia Colella

### Notary Public

State of IL

County DuPage

Signed (or subscribed or attested) before me on 06/20/25 by  
(date)

Natalia Colella, authorized agent(s) of  
(name/s of person/s)

Brothers Asphalt Paving, Inc.

Bidder



Notary Public Signature & Date

  
6/20/25

My commission expires 05/01/29



## Affidavit of Availability

For the Letting of 06/20/2025



Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With	Westchester	Carol Stream	Rolling Meadow			
Estimated Completion Date	11/21/25	08/15/25	07/30/25			
Total Contract Price	\$1,972,148	\$2,096,183	\$1,810,458			
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,446,304	\$2,096,183	\$1,810,458			\$5,352,945
Uncompleted Dollar Value if Firm is the Subcontractor						
					Total Value of All Work	\$5,352,945

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$45,950	\$9,585	\$40,495			\$96,030
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving	\$550,773	\$749,274	\$752,502			\$2,052,549
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces	\$92,200	\$5,830	\$22,018			\$120,048
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats	\$2,275	\$5,765	\$10,772			\$18,812
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling	\$151,798	\$158,818	\$139,669			\$450,285
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	\$842,996	\$929,272	\$965,456			\$2,737,724

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	John Neri	Suburban Concrete	Bedrock		
Type of Work	Underground	Concrete	Reclamation		
Subcontract Price	\$430,275	\$999,654	\$68,736		
Amount Uncompleted	\$256,913	\$999,654	\$68,736		
Subcontractor	Impressive Const	Galaxy Underground	DiVinci		
Type of Work	Concrete	Underground	Underground		
Subcontract Price	\$531,495	\$137,210	\$174,242		
Amount Uncompleted	\$246,057	\$137,210	\$174,242		
Subcontractor	Nafisco, Inc.	PPM, Inc.	Schroeder & Schroe		
Type of Work	Traffic Control	Pavement Marking	Concrete		
Subcontract Price	\$16,309	\$5,107	\$548,602		
Amount Uncompleted	\$13,500	\$5,107	\$548,602		
Subcontractor	D2k	Smith Maintenence	McGinty Bros, Inc.		
Type of Work	Pavement Marking	Traffic Control	Landscape		
Subcontract Price	\$10,548	\$19,900	\$35,501		
Amount Uncompleted	\$10,548	\$19,900	\$35,501		
Subcontractor	Reliable Land	Seasonal Concepts	Nafisco, Inc.		
Type of Work	Landscape	Landscape	Traffic Control		
Subcontract Price	\$76,290	\$5,040	\$17,921		
Amount Uncompleted	\$76,290	\$5,040	\$17,921		
Total Uncompleted	\$603,308	\$1,166,911	\$845,002		

**Notary**

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

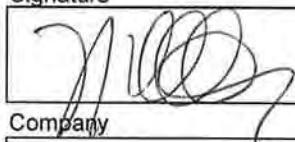
Officer or Director

Natalia Colella

Title

President

Signature



Date

06/20/2025

Company

Brothers Asphalt Paving, Inc.

Address

315 S. Stewart Avenue

City

Addison

State

IL

Zip Code

60101

Subscribed and sworn to before me  
this 20th day of June, 2025

  
(Signature of Notary Public)

My commission expires 05/01/2029

OFFICIAL SEAL  
NICOLA COLELLA  
Notary Public, State of Illinois  
Commission No. 784580  
Commission Expires May 01, 2029

(Notary Seal)

OFFICIAL SEAL  
NICOLA COLELLA  
Notary Public, State of Illinois  
Commission No. 784580  
My Commission Expires May 01, 2029

Add pages for additional contracts

Brothers Asphalt Paving, Inc.  
2024 Project References

<u>1 Owner:</u> Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102 <u>Project:</u> Broadsmore Dr/Stonegate Rd Imp <u>Amount:</u> \$ 1,271,521.96 <u>Completion:</u> 11/2023 <u>Engineer:</u> Civiltech Engineering, Inc. <u>Contact:</u> John Vogelman <u>Phone:</u> 312-656-0947	<u>2 Owner:</u> Village of Addison One Friendship Plaza Addison, IL 60101 <u>Project:</u> 2024 MFT Road Maintenance <u>Amount:</u> \$2,045,434.69 <u>Completion:</u> 11/2024 <u>Engineer:</u> Village of Addison <u>Contact:</u> Mike Filishio <u>Phone:</u> 630-543-4100	<u>4 Owner:</u> Village of Schiller Park 9526 West Irving Park Road Schiller Park, IL 60176 <u>Project:</u> 2024 Street Improvements <u>Amount:</u> \$2,867,484.62 <u>Completion:</u> 09/2024 <u>Engineer:</u> Edwin Hancock Engineering Co. <u>Contact:</u> James Goumas <u>Phone:</u> 708-865-0300	<u>5 Owner:</u> Village of Lombard 255 E. Wilson Avenue Lombard, IL 60148 <u>Project:</u> RFB 2024-101 Asphalt Resurfacing Program <u>Amount:</u> \$1,248,563.27 <u>Completion:</u> 08/2024 <u>Engineer:</u> Village of Lombard PW <u>Contact:</u> Tom Dixon <u>Phone:</u> 630-620-5740	<u>6 Owner:</u> Village of Woodridge 5 Plaza Drive Woodridge, IL 60517 <u>Project:</u> 2024 MFT Resurfacing Project <u>Amount:</u> \$ 1,932,873.14 <u>Completion:</u> 10/2024 <u>Engineer:</u> Village of Woodridge <u>Contact:</u> Matt Pocius <u>Phone:</u> 630-719-2941
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# WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Brothers Asphalt Paving, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

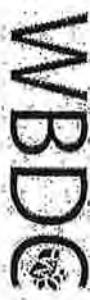
Certification Granted: August 26, 2020

Expiration Date: August 31, 2025

WBENC National Certification Number: WBE2002130



Authorized by Emilia DiMenco, President &  
CEO Women's Business Development Center-  
Midwest



WBDC  
WOMEN'S BUSINESS DEVELOPMENT CENTER

NAICS: 238990  
UNSPSC: 72141000, 72141001, 72141003



WBENC

# WBENC

WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

FOR A BETTER BUSINESS

## HEREBY GRANTS WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

**Brothers Asphalt Paving, Inc.**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 CFR part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Natalia Colella

NAICS: 238990  
UNSPSC: 72141000, 72141001, 72141003

Certification Number: WOSB201485

**WBDC**  
WOMEN'S BUSINESS DEVELOPMENT CENTER

*Lakeisha White*  
Lakeisha White, Women's Business

Development Center - Midwest President &  
CEO

*Pamela Prince-Easton*

Pamela Prince-Easton, WBENC President & CEO

Renewal Date: August 31, 2025  
WOSB Regulation Expiration Date: 08/31/2026

*Lakeisha White*  
Lakeisha White, Sr. Vice President, Certification



## Certificate of Eligibility

Contractor No 0623

Brothers Asphalt Paving, Inc.  
315 S. Stewart Ave Addison, IL 60101

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$16,658,000.00

001	EARTHWORK	\$1,175,000
005	HMA PAVING	\$13,850,000 B
012	DRAINAGE	\$400,000
017	CONCRETE CONSTRUCTION	\$1,300,000
032	COLD MILL,PLAN. & ROTOMILL	\$2,275,000
08A	AGGREGATE BASES & SURF. (A)	\$375,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/18/2025 TO 4/30/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/18/2025.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAW) or as specified by local agency

*Quinton M...*  
Engineer of Construction



# Village of **WILLOWBROOK**

**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.a.**

**DATE: July 14, 2025**

**SUBJECT:**

**EMERGENCY SERVICES – AS-NEEDED RESTORATION AND MAINTENANCE SERVICES**

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Rick Valent, Director of Public Works  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

Staff requests approval to award the following contracts:

#### **7.a. Brighter Electric, Inc.**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. TO PERFORM EMERGENCY ELECTRICAL SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

#### **7.b. Falco's Landscaping, Inc.**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FALCOS LANDSCAPING, INC. TO PERFORM EMERGENCY LANDSCAPING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

#### **7.c. Fox Town Plumbing, Inc.**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FOX TOWN PLUMBING, INC. TO PERFORM EMERGENCY PLUMBING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

#### **7.d. H&R Construction, Inc.**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH H&R CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

#### **7.e. NJ Ryan Tree & Landscape LLC**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJ RYAN TREE & LANDSCAPE, LLC TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

**7.f. Tameling Grading**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TAMELING GRADING TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.g. Underground Pipe Solutions**

RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNDERGROUND PIPE SOLUTIONS, LLC TO PERFORM EMERGENCY UNDERGROUND SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**BACKGROUND/SUMMARY**

The Public Works Department maintains several ongoing contracts for maintenance and program-specific services specific scope of services and pricing. Outside of these contracts, of contractual services are required to maintain day-to-day operations. These various contractual services are generally required on an emergency or as needed basis. For these services staff is required to follow the Village's Procurement Policy, i.e., obtaining three proposals or public bidding. Part of the consideration in obtaining multiple proposals or bids is whether a particular vendor or contractor might be utilized for projects greater than \$20,000 in business from the Village over the course of a fiscal year.

As an alternative to bidding each service separately as needed, a Request for Proposal (RFP) for Emergency Services/As-Needed Restoration and Maintenance Services was drafted and publicly posted. This allows staff to follow the Village's Procurement Policy and meet any local government agency required by law. The RFP requested proposals from highly qualified firms to include the following:

- Emergency Response Services
  - 24/7 on-call availability and mobilization to infrastructure repairs, roadway hazards, storm damage, and traffic control needs.
- As-Needed Restoration Services
  - Site repairs to landscape, hardscape and pavement, and facility restoration of interior and exterior surfaces, water mitigation, and sanitizing.
- As Needed Maintenance Services
  - Routine and preventative maintenance of electrical, plumbing, carpentry, infrastructure, and grounds.

The RFP was posted on May 23, 2025, and seven proposals were opened on June 9, 2025. The seven proposals were reviewed based on the requirements of the RFP, the services provided, vendor qualifications, and pricing.

**FINANCIAL IMPACT**

Funding is included in FY25/26 budget for the various services awarded to the seven contractors.

**RECOMMENDED ACTION:**

Staff is seeking approval to award seven contracts to the lowest responsive and responsible vendors/contractors for Emergency Services/As-Needed Restoration and Maintenance Services.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. TO PERFORM EMERGENCY ELECTRICAL SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village solicited sealed proposals from contractors for the performance of emergency electrical services/as-needed restoration and maintenance 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 June 9, 2025; and

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

**WHEREAS**, based upon Brighter Electric’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 Brighter Electric 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 Brighter Electric is hereby accepted and approved.

**SECTION 3:** That certain contract to perform emergency electrical services/as-needed restoration and maintenance services by and between Brighter Electric, 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 14<sup>th</sup> day of July, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**CONTRACT FOR EMERGENCY ELECTRICAL SERVICES/AS-NEEDED  
RESTORATION AND MAINTENANCE SERVICES**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND BRIGHTER ELECTRIC, INC. FOR EMERGENCY ELECTRICAL SERVICES/  
AS-NEEDED RESTORATION AND MAINTENANCE**

**1. Work Proposal**

THIS CONTRACT ENTERED INTO THIS 14th day of July, 2025 between Brighter Electric, Inc., an Illinois 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 retain contractor to perform emergency electrical services/as-needed restoration and maintenance services in the Village (the "Project");
2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for emergency electrical services/as-needed restoration and maintenance services at the Project to be completed by Contractor, which are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, proposal response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. Contractor's proposal and project specifications are attached hereto and expressly 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. Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
5. Bonds and Insurance Procure and furnish all bonds and all insurance certificates specified in this Contract;
6. Taxes 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.

A. Terms of the Agreement. The term of this Agreement shall be one (1) year from the date of award. The Village 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 increase of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Village's discretion. 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 overheard, or profit.

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

At the end of any subsequent contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for the failure of a village to appropriate funds in future contract years.

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

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the following specifications; Brighter Electric, Inc. (the "Contractor") will provide all necessary labor and equipment, to complete routine and emergency electrical services/as-needed restoration and maintenance. The Village may require the Contractor to perform repairs during regular hours, after work hours, weekends or on holidays.

C. Responsibility for Damage or Loss. Contractor proposes and agrees that the Contractor 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. Village 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 Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Village, without limiting its other rights and remedies, may require correction or replacement at Contractor'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 Contractor 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 Contractor'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 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.

## **2. Contract Price Proposal**

Contractor proposes, and agrees, that Contractor 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 Bid Pricing Table attached to Contractor's Proposal in Exhibit "A".

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

1. All prices in the Bid Pricing Table in Contractor's Proposal are firm and shall not be subject to escalation or change;

2. Village 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 Bid Pricing Table.

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

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. Invoice shall be mailed or delivered to the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 Attn: Rick Valent, Public Works Director. Invoices will be processed for payment, and payments shall be made in accordance 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 Contractor 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. Insurance**

A. Insurance. Contractor agrees that the Contractor shall provide certificate of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the Village's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to the Village and shall name Village, including its board 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 Contractor's duty to carry adequate insurance or on Contractor'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:

## **I. 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) \$1,000,000 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) \$1,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$1,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$1,000,000 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/Hold Harmless. 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.

#### **4. Firm Contract**

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

#### **5. Prevailing Wage.**

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

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

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

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.

## **6. Additional Provisions**

A. 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.*).

B. 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.*).

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

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - c) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
    - 1) Abide by the terms of the statement; and
    - 2) 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.
- 2) Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) Contractor's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - d) The penalties that may be imposed upon employees for drug violations.
- 3) 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.

- 4) 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.
- 5) 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.
- 6) 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.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

D. 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.

E. 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).

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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.
- 7) 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.

**G. 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.

**H. 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.

I. 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.

J. 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.

K. 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.

L. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Public Works Director, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Brighter Electric, Inc., 7320 S. Madison, Willowbrook, IL 60527, Attn: Jay Sygnator, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

M. 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.

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

CONTRACTOR:  
BRIGHTER ELECTRIC, INC.

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

Jay Sygnator,  
Its President and duly authorized agent

ATTEST:

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

VILLAGE OF WILLOWBROOK

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

Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT "A"**  
**PROPOSAL**

**Bid Pricing Table**

Item	Unit	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Emergency Response (24/7)	Hour	\$ 150 -	\$ 150 -	\$ 150 -
As-Needed Restoration	Hour	\$	\$	\$
Routine Maintenance	Hour	\$	\$	\$

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.

**Bid Pricing Table**

Item	# of Units Available	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Dump Truck		\$	\$	\$
Backhoe Loader		\$	\$	\$
Skid Steer Loader		\$	\$	\$
Utility Vehicle		\$	\$	\$
Street Sweeper		\$	\$	\$
Trailer (Equipment)		\$	\$	\$
Snow Plow Attachment		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.



# Village of **WILLOWBROOK**

**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.b.**

**DATE: July 14, 2025**

**SUBJECT:**

**EMERGENCY SERVICES – AS-NEEDED RESTORATION AND MAINTENANCE SERVICES**

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Rick Valent, Director of Public Works  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

Staff requests approval to award the following contracts:

#### **7.a. Brighter Electric, Inc.**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. TO PERFORM EMERGENCY ELECTRICAL SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

#### **7.b. Falco's Landscaping, Inc.**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FALCOS LANDSCAPING, INC. TO PERFORM EMERGENCY LANDSCAPING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

#### **7.c. Fox Town Plumbing, Inc.**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FOX TOWN PLUMBING, INC. TO PERFORM EMERGENCY PLUMBING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

#### **7.d. H&R Construction, Inc.**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH H&R CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

#### **7.e. NJ Ryan Tree & Landscape LLC**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJ RYAN TREE & LANDSCAPE, LLC TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

**7.f. Tameling Grading**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TAMELING GRADING TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.g. Underground Pipe Solutions**

RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNDERGROUND PIPE SOLUTIONS, LLC TO PERFORM EMERGENCY UNDERGROUND SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**BACKGROUND/SUMMARY**

The Public Works Department maintains several ongoing contracts for maintenance and program-specific services specific scope of services and pricing. Outside of these contracts, of contractual services are required to maintain day-to-day operations. These various contractual services are generally required on an emergency or as needed basis. For these services staff is required to follow the Village's Procurement Policy, i.e., obtaining three proposals or public bidding. Part of the consideration in obtaining multiple proposals or bids is whether a particular vendor or contractor might be utilized for projects greater than \$20,000 in business from the Village over the course of a fiscal year.

As an alternative to bidding each service separately as needed, a Request for Proposal (RFP) for Emergency Services/As-Needed Restoration and Maintenance Services was drafted and publicly posted. This allows staff to follow the Village's Procurement Policy and meet any local government agency required by law. The RFP requested proposals from highly qualified firms to include the following:

- Emergency Response Services
  - 24/7 on-call availability and mobilization to infrastructure repairs, roadway hazards, storm damage, and traffic control needs.
- As-Needed Restoration Services
  - Site repairs to landscape, hardscape and pavement, and facility restoration of interior and exterior surfaces, water mitigation, and sanitizing.
- As Needed Maintenance Services
  - Routine and preventative maintenance of electrical, plumbing, carpentry, infrastructure, and grounds.

The RFP was posted on May 23, 2025, and seven proposals were opened on June 9, 2025. The seven proposals were reviewed based on the requirements of the RFP, the services provided, vendor qualifications, and pricing.

**FINANCIAL IMPACT**

Funding is included in FY25/26 budget for the various services awarded to the seven contractors.

**RECOMMENDED ACTION:**

Staff is seeking approval to award seven contracts to the lowest responsive and responsible vendors/contractors for Emergency Services/As-Needed Restoration and Maintenance Services.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE  
PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A  
CONTRACT WITH FALCOS LANDSCAPING, INC. TO PERFORM EMERGENCY  
LANDSCAPING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE  
SERVICES FOR THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village solicited sealed proposals from contractors for the performance of emergency landscaping services/as-needed restoration and maintenance 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 June 9, 2025; and

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

**WHEREAS**, based upon Falcos Proposal, the corporate authorities of the Village have determined that it is in the best interest of the Village to award a contract to Falcos 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 Falcos Landscaping, Inc. is hereby accepted and approved.

**SECTION 3:** That certain contract to perform emergency landscaping services/as-needed restoration and maintenance services by and between Falcos Landscaping, 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 14<sup>th</sup> day of July, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**CONTRACT FOR EMERGENCY LANDSCAPING SERVICES/AS-NEEDED  
RESTORATION AND MAINTENANCE SERVICES**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND FALCOS LANDSCAPING, INC. FOR EMERGENCY LANDSCAPING SERVICES/AS-NEEDED  
RESTORATION AND MAINTENANCE**

**1. Work Proposal**

THIS CONTRACT ENTERED INTO THIS \_\_\_\_\_ day of July, 2025 between Falcos Landscaping Inc., an Illinois 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 retain contractor to perform emergency landscaping services/as-needed restoration and maintenance services in the Village (the "Project");
2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for emergency landscaping services/as-needed restoration and maintenance services at the Project to be completed by Contractor, which are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, proposal response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. Contractor's proposal and project specifications are attached hereto and expressly 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. Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
5. Bonds and Insurance Procure and furnish all bonds and all insurance certificates specified in this Contract;
6. Taxes 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.

A. Terms of the Agreement. The term of this Agreement shall be one (1) year from the date of award. The Village 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 increase of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Village's discretion. 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 overheard, or profit.

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

At the end of any subsequent contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for the failure of a village to appropriate funds in future contract years.

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

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the following specifications; Falcos Landscaping, Inc. (the "Contractor") will provide all necessary labor and equipment, to complete routine and emergency landscaping services/as-needed restoration and maintenance. The Village may require the Contractor to perform repairs during regular hours, after work hours, weekends or on holidays.

C. Responsibility for Damage or Loss. Contractor proposes and agrees that the Contractor 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. Village 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 Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Village, without limiting its other rights and remedies, may require correction or replacement at Contractor'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 Contractor 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 Contractor'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 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.

## **2. Contract Price Proposal**

Contractor proposes, and agrees, that Contractor 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 Bid Pricing Table attached to Contractor's Proposal in Exhibit "A".

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

1. All prices in the Bid Pricing Table in Contractor's Proposal are firm and shall not be subject to escalation or change;
2. Village 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 Bid Pricing Table.

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

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. Invoice shall be mailed or delivered to the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 Attn: Rick Valent, Public Works Director. Invoices will be processed for payment, and payments shall be made in accordance 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 Contractor 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. Insurance**

A. Insurance. Contractor agrees that the Contractor shall provide certificate of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the Village's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to the Village and shall name Village, including its board 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 Contractor's duty to carry adequate insurance or on Contractor'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:

## **I. 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) \$1,000,000 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) \$1,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$1,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$1,000,000 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/Hold Harmless. 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.

#### **4. Firm Contract**

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

#### **5. Prevailing Wage.**

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

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

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

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.

## **6. Additional Provisions**

A. 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.*).

B. 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.*).

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

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - c) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
    - 1) Abide by the terms of the statement; and
    - 2) 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.
- 2) Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) Contractor's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - d) The penalties that may be imposed upon employees for drug violations.
- 3) 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.

- 4) 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.
- 5) 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.
- 6) 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.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

D. 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.

E. 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).

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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.
- 7) 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.

**G. 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.

**H. 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.

I. 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.

J. 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.

K. 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.

L. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Public Works Director, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Falcos Landscaping, Inc., 4N151 5<sup>th</sup> Avenue, Addison, Illinois 60101, Attn: Falconeris Rosas, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

M. 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.

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

CONTRACTOR:  
FALCOS LANDSCAPING, INC.

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

ATTEST:

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

VILLAGE OF WILLOWBROOK

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

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT "A"**  
**PROPOSAL**

**Bid Pricing Table**

Item	Unit	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Emergency Response (24/7)	Hour	\$ 150.00	\$ 150.00	\$ 150.00
As-Needed Restoration	Hour	\$ 75.00	\$ 75.00	\$ 85.00
Routine Maintenance	Hour	\$ 75.00	\$ 75.00	\$ 85.00

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.

**Bid Pricing Table**

Item	# of Units Available	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Dump Truck		\$ 150.00	\$ 150.00	\$ 150.00
Backhoe Loader		\$ 170.00	\$ 170.00	\$ 170.00
Skid Steer Loader		\$ 150.00	\$ 150.00	\$ 150.00
Utility Vehicle		\$ 130.00	\$ 130.00	\$ 130.00
Street Sweeper		\$	\$	\$
Trailer (Equipment)		\$ 100.00	\$ 100.00	\$ 100.00
Snow Plow Attachment		\$ 700.00	\$ 70.00	\$ 80.00
Other CONCRETE BUGGY		\$ 60.00	\$ 60.00	\$ 60.00
Other ASPHALT ROLLER		\$ 60.00	\$ 60.00	\$ 60.00
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.



# Village of **WILLOWBROOK**

**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.c.**

**DATE: July 14, 2025**

**SUBJECT:**

**EMERGENCY SERVICES – AS-NEEDED RESTORATION AND MAINTENANCE SERVICES**

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Rick Valent, Director of Public Works  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

Staff requests approval to award the following contracts:

#### **7.a. Brighter Electric, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. TO PERFORM EMERGENCY ELECTRICAL SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.b. Falco's Landscaping, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FALCOS LANDSCAPING, INC. TO PERFORM EMERGENCY LANDSCAPING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.c. Fox Town Plumbing, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FOX TOWN PLUMBING, INC. TO PERFORM EMERGENCY PLUMBING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.d. H&R Construction, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH H&R CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.e. NJ Ryan Tree & Landscape LLC**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJ RYAN TREE & LANDSCAPE, LLC TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.f. Tameling Grading**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TAMELING GRADING TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.g. Underground Pipe Solutions**

RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNDERGROUND PIPE SOLUTIONS, LLC TO PERFORM EMERGENCY UNDERGROUND SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**BACKGROUND/SUMMARY**

The Public Works Department maintains several ongoing contracts for maintenance and program-specific services specific scope of services and pricing. Outside of these contracts, of contractual services are required to maintain day-to-day operations. These various contractual services are generally required on an emergency or as needed basis. For these services staff is required to follow the Village's Procurement Policy, i.e., obtaining three proposals or public bidding. Part of the consideration in obtaining multiple proposals or bids is whether a particular vendor or contractor might be utilized for projects greater than \$20,000 in business from the Village over the course of a fiscal year.

As an alternative to bidding each service separately as needed, a Request for Proposal (RFP) for Emergency Services/As-Needed Restoration and Maintenance Services was drafted and publicly posted. This allows staff to follow the Village's Procurement Policy and meet any local government agency required by law. The RFP requested proposals from highly qualified firms to include the following:

- Emergency Response Services
  - 24/7 on-call availability and mobilization to infrastructure repairs, roadway hazards, storm damage, and traffic control needs.
- As-Needed Restoration Services
  - Site repairs to landscape, hardscape and pavement, and facility restoration of interior and exterior surfaces, water mitigation, and sanitizing.
- As Needed Maintenance Services
  - Routine and preventative maintenance of electrical, plumbing, carpentry, infrastructure, and grounds.

The RFP was posted on May 23, 2025, and seven proposals were opened on June 9, 2025. The seven proposals were reviewed based on the requirements of the RFP, the services provided, vendor qualifications, and pricing.

**FINANCIAL IMPACT**

Funding is included in FY25/26 budget for the various services awarded to the seven contractors.

**RECOMMENDED ACTION:**

Staff is seeking approval to award seven contracts to the lowest responsive and responsible vendors/contractors for Emergency Services/As-Needed Restoration and Maintenance Services.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE  
PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A  
CONTRACT WITH FOX TOWN PLUMBING, INC. TO PERFORM EMERGENCY  
PLUMBING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE  
SERVICES FOR THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village solicited sealed proposals from contractors for the performance of emergency plumbing services/as-needed restoration and maintenance 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 June 9, 2025; and

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

**WHEREAS**, based upon Fox Town’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 Fox Town 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 Fox Town Plumbing, Inc. is hereby accepted and approved.

**SECTION 3:** That certain contract to perform emergency plumbing services/as-needed restoration and maintenance services by and between Fox Town Plumbing, 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 14<sup>th</sup> day of July, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**CONTRACT FOR EMERGENCY PLUMBING SERVICES/AS-NEEDED  
RESTORATION AND MAINTENANCE SERVICES**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND FOX TOWN PLUMBING, INC. FOR EMERGENCY PLUMBING SERVICES/AS-NEEDED  
RESTORATION AND MAINTENANCE**

**1. Work Proposal**

THIS CONTRACT ENTERED INTO THIS 14<sup>th</sup> day of July, 2025 between Fox Town Plumbing Inc., an Illinois 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 retain contractor to perform emergency plumbing services/as-needed restoration and maintenance services in the Village (the "Project");
2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for emergency plumbing services/as-needed restoration and maintenance services at the Project to be completed by Contractor, which are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, proposal response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. Contractor's proposal and project specifications are attached hereto and expressly 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. Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
5. Bonds and Insurance Procure and furnish all bonds and all insurance certificates specified in this Contract;
6. Taxes 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.

A. Terms of the Agreement. The term of this Agreement shall be one (1) year from the date of award. The Village 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 increase of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Village's discretion. 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 overheard, or profit.

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

At the end of any subsequent contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for the failure of a village to appropriate funds in future contract years.

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

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the following specifications; Fox Town Plumbing, Inc. (the "Contractor") will provide all necessary labor and equipment, to complete routine and emergency plumbing services/as-needed restoration and maintenance. The Village may require the Contractor to perform repairs during regular hours, after work hours, weekends or on holidays.

C. Responsibility for Damage or Loss. Contractor proposes and agrees that the Contractor 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. Village 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 Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Village, without limiting its other rights and remedies, may require correction or replacement at Contractor'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 Contractor 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 Contractor'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 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.

## **2. Contract Price Proposal**

Contractor proposes, and agrees, that Contractor 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 Bid Pricing Table attached to Contractor's Proposal in Exhibit "A".

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

1. All prices in the Bid Pricing Table in Contractor's Proposal are firm and shall not be subject to escalation or change;
2. Village 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 Bid Pricing Table.

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

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. Invoice shall be mailed or delivered to the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 Attn: Rick Valent, Public Works Director. Invoices will be processed for payment, and payments shall be made in accordance 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 Contractor 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. Insurance**

A. Insurance. Contractor agrees that the Contractor shall provide certificate of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the Village's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to the Village and shall name Village, including its board 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 Contractor's duty to carry adequate insurance or on Contractor'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:

## **I. 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) \$1,000,000 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) \$1,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$1,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$1,000,000 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/Hold Harmless. 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.

#### **4. Firm Contract**

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

#### **5. Prevailing Wage.**

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

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address,

telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

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

#### **6. Additional Provisions**

A. 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.*).

B. 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.*).

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

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - c) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
    - 1) Abide by the terms of the statement; and
    - 2) 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.
- 2) Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) Contractor's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - d) The penalties that may be imposed upon employees for drug violations.
- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

D. 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.

E. 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).

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.

- 6) 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.
- 7) 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Public Works Director, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Fox Town Plumbing, Inc., 921 Ohio Avenue, St. Charles, Illinois 60174, Attn: Jimmy L. Griffin, Jr., as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

M. 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.

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

CONTRACTOR:  
FOX TOWN PLUMBING, INC.

By: \_\_\_\_\_  
Jimmy L. Griffin, Jr.,  
Its President and duly authorized agent

ATTEST:

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

VILLAGE OF WILLOWBROOK

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

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT "A"**  
**PROPOSAL**

# Fox Town Plumbing, Inc.

PO Box 3675  
St Charles, IL 60174  
630-569-9486

FY2025/2026 Regular rates Monday - Friday 7:00 am - 4:00 pm @ \$140.00 per hour  
FY2026/2027 Regular rates Monday - Friday 7:00 am - 4:00 pm @ \$150.00 per hour  
FY2027/2028 Regular rates Monday - Friday 7:00 am - 4:00 pm @ \$150.00 per hour

FY2025/2026 Overtime x 1.5 per hr. Saturday x 1.5 per hr. Sunday/Holiday x 2.0 per hr  
FY2026/2027 Overtime x 1.5 per hr. Saturday x 1.5 per hr. Sunday/Holiday x 2.0 per hr  
FY2027/2028 Overtime x 1.5 per hr. Saturday x 1.5 per hr. Sunday/Holiday x 2.0 per hr

Emergency/Overtime/Sat/Sun/Holidays 2 hour minimum per worker @OT rate

## Available Equipment:

### Pricing for FY 2025/2026, 2026/2027, 2027/2028

Large rodder charge \$99.00 plus labor  
Medium rodder charge \$69.00 plus labor  
Small rodder charge \$49.00 plus labor  
Sewer Camera charge \$199.00 plus labor  
Sewer Locator Charge \$199.00 plus labor  
Water pump (3") \$99.00 plus fuel and labor  
Water pump (2") \$79.00 plus fuel and labor  
6250Kw Generator \$99.00 plus fuel and labor  
14" Stihl concrete saw \$99.00 plus fuel and labor  
6 x 12 3000# utility trailer \$149.00 per day

\* Delivery @ hourly rate per/por

Bid Pricing Table

Item	Unit	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Emergency Response (24/7)	Per Worker Hour	M-F \$18 x 1.5 Sun/Holiday 2.0 \$	M-F \$18 x 1.5 Sun/Holiday 2.0 \$	M-F \$22 x 1.5 Sun/Holiday 2.0 \$
As-Needed Restoration	Hour	\$	\$	\$
Routine Maintenance	Per Worker Hour	\$ 140	\$ 150	\$ 160

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.

Bid Pricing Table

Item	# of Units Available	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Dump Truck		\$	\$	\$
Backhoe Loader		\$	\$	\$
Skid Steer Loader		\$	\$	\$
Utility Vehicle		\$	\$	\$
Street Sweeper		\$	\$	\$
Trailer (Equipment)		\$	\$	\$
Snow Plow Attachment		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.

See Attached Price guide



# Village of **WILLOWBROOK**

**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.d.**

**DATE: July 14, 2025**

**SUBJECT:**

**EMERGENCY SERVICES – AS-NEEDED RESTORATION AND MAINTENANCE SERVICES**

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Rick Valent, Director of Public Works  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

Staff requests approval to award the following contracts:

#### **7.a. Brighter Electric, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. TO PERFORM EMERGENCY ELECTRICAL SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.b. Falco's Landscaping, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FALCOS LANDSCAPING, INC. TO PERFORM EMERGENCY LANDSCAPING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.c. Fox Town Plumbing, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FOX TOWN PLUMBING, INC. TO PERFORM EMERGENCY PLUMBING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.d. H&R Construction, Inc.**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH H&R CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

#### **7.e. NJ Ryan Tree & Landscape LLC**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJ RYAN TREE & LANDSCAPE, LLC TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.f. Tameling Grading**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TAMELING GRADING TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.g. Underground Pipe Solutions**

RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNDERGROUND PIPE SOLUTIONS, LLC TO PERFORM EMERGENCY UNDERGROUND SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**BACKGROUND/SUMMARY**

The Public Works Department maintains several ongoing contracts for maintenance and program-specific services specific scope of services and pricing. Outside of these contracts, of contractual services are required to maintain day-to-day operations. These various contractual services are generally required on an emergency or as needed basis. For these services staff is required to follow the Village's Procurement Policy, i.e., obtaining three proposals or public bidding. Part of the consideration in obtaining multiple proposals or bids is whether a particular vendor or contractor might be utilized for projects greater than \$20,000 in business from the Village over the course of a fiscal year.

As an alternative to bidding each service separately as needed, a Request for Proposal (RFP) for Emergency Services/As-Needed Restoration and Maintenance Services was drafted and publicly posted. This allows staff to follow the Village's Procurement Policy and meet any local government agency required by law. The RFP requested proposals from highly qualified firms to include the following:

- Emergency Response Services
  - 24/7 on-call availability and mobilization to infrastructure repairs, roadway hazards, storm damage, and traffic control needs.
- As-Needed Restoration Services
  - Site repairs to landscape, hardscape and pavement, and facility restoration of interior and exterior surfaces, water mitigation, and sanitizing.
- As Needed Maintenance Services
  - Routine and preventative maintenance of electrical, plumbing, carpentry, infrastructure, and grounds.

The RFP was posted on May 23, 2025, and seven proposals were opened on June 9, 2025. The seven proposals were reviewed based on the requirements of the RFP, the services provided, vendor qualifications, and pricing.

**FINANCIAL IMPACT**

Funding is included in FY25/26 budget for the various services awarded to the seven contractors.

**RECOMMENDED ACTION:**

Staff is seeking approval to award seven contracts to the lowest responsive and responsible vendors/contractors for Emergency Services/As-Needed Restoration and Maintenance Services.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE  
PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A  
CONTRACT WITH H&R CONSTRUCTION, INC. TO PERFORM EMERGENCY  
UNDERGROUND CONSTRUCTION SERVICES/AS-NEEDED RESTORATION AND  
MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village solicited sealed proposals from contractors for the performance of emergency underground construction services/as-needed restoration and maintenance 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 June 9, 2025; and

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

**WHEREAS**, based upon H&R’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 H&R 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 H&R Construction, Inc. is hereby accepted and approved.

**SECTION 3:** That certain contract to perform emergency underground construction services/as-needed restoration and maintenance services by and between H&R 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 14<sup>th</sup> day of July, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**CONTRACT FOR EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/AS-  
NEEDED RESTORATION AND MAINTENANCE SERVICES**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND H&R CONSTRUCTION, INC. FOR EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/  
AS-NEEDED RESTORATION AND MAINTENANCE**

**1. Work Proposal**

THIS CONTRACT ENTERED INTO THIS 14<sup>th</sup> day of July, 2025 between H&R Construction Inc., an Illinois 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 retain contractor to perform emergency underground construction services/as-needed restoration and maintenance services in the Village (the "Project");
2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for emergency underground construction services/as-needed restoration and maintenance services at the Project to be completed by Contractor, which are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, proposal response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. Contractor's proposal and project specifications are attached hereto and expressly 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. Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
5. Bonds and Insurance Procure and furnish all bonds and all insurance certificates specified in this Contract;
6. Taxes 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.

A. Terms of the Agreement. The term of this Agreement shall be one (1) year from the date of award. The Village 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 increase of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Village's discretion. 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 overheard, or profit.

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

At the end of any subsequent contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for the failure of a village to appropriate funds in future contract years.

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

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the following specifications; H&R Construction, Inc. (the "Contractor") will provide all necessary labor and equipment, to complete routine and emergency underground construction services/as-needed restoration and maintenance. The Village may require the Contractor to perform repairs during regular hours, after work hours, weekends or on holidays.

C. Responsibility for Damage or Loss. Contractor proposes and agrees that the Contractor 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. Village 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 Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Village, without limiting its other rights and remedies, may require correction or replacement at Contractor'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 Contractor 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 Contractor'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 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.

## **2. Contract Price Proposal**

Contractor proposes, and agrees, that Contractor 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 Bid Pricing Table attached to Contractor's Proposal in Exhibit "A".

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

1. All prices in the Bid Pricing Table in Contractor's Proposal are firm and shall not be subject to escalation or change;
2. Village 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 Bid Pricing Table.

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

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. Invoice shall be mailed or delivered to the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 Attn: Rick Valent, Public Works Director. Invoices will be processed for payment, and payments shall be made in accordance 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 Contractor 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. Insurance**

A. Insurance. Contractor agrees that the Contractor shall provide certificate of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the Village's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to the Village and shall name Village, including its board 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 Contractor's duty to carry adequate insurance or on Contractor'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:

## **I. 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) \$1,000,000 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) \$1,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$1,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$1,000,000 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/Hold Harmless. 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.

#### **4. Firm Contract**

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

#### **5. Prevailing Wage.**

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

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

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

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.

#### **6. Additional Provisions**

A. 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.*).

B. 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.*).

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

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - c) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
    - 1) Abide by the terms of the statement; and
    - 2) 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.
- 2) Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) Contractor's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - d) The penalties that may be imposed upon employees for drug violations.
- 3) 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.

- 4) 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.
- 5) 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.
- 6) 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.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

D. 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.

E. 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).

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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.
- 7) 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Public Works Director, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: H&R Construction, Inc., 6 Wild Plum Court, Lemont, Illinois 60439, Attn: Richard Cieski, Jr., as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

M. 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.

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

CONTRACTOR:  
H&R CONSTRUCTION, INC.

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

Richard Cieski, Jr.,  
Its President and duly authorized agent

ATTEST:

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

VILLAGE OF WILLOWBROOK

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

Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT "A"**  
**PROPOSAL**

Bid Pricing Table

See Attached Sheet

Item	Unit	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Emergency Response (24/7)	Hour	\$	\$	\$
As-Needed Restoration	Hour	N/A	\$	\$
Routine Maintenance	Hour	\$	\$	\$

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.Bid Pricing Table

Item	# of Units Available	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Dump Truck		\$ 149.00	\$ 154.00	\$ 159.00
Backhoe Loader		\$ 190.00	\$ 192.00	\$ 195.00
Skid Steer Loader		\$ 180.00	\$ 185.00	\$ 190.00
Utility Vehicle		\$ 62.50	\$ 65.00	\$ 68.00
Street Sweeper		N/A	N/A	N/A
Trailer (Equipment)		\$ 50.00	\$ 50.00	\$ 50.00
Snow Plow Attachment		\$ 37.50	\$ 38.50	\$ 40.00
Other				
Komatsu - PC 88		\$ 190.00	\$ 192.00	\$ 195.00
Other				
Cat 314		\$ 190.00	\$ 192.00	\$ 195.00
Other				
Takuchi trackloader		\$ 180.00	\$ 182.00	\$ 184.00
Other				
Other				
Other				

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.

# H & R Construction, Inc.

6 Wild Plum Court  
Lemont, Illinois 60439  
630-968-3581  
FAX 630-257-0073

June 8<sup>th</sup>, 2025

Proposal for Maintenance Services: Village of Willowbrook

## **MISC Equipment:**

Concrete Breaker for Skid Loader: \$ 300.00/day  
Trench Box: \$ 175.00/day  
Air compressor: \$ 250.00/day  
Laser level: \$ 100.00/day  
Pipe Laser: \$ 100.00/day

<b>WORK FORCE:</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>FY27-28</b>
Laborer:	\$ 118.00/hr	\$120.00/hr	\$ 122.00/hr
Foreman:	\$125.00/hr	\$127.00/hr	\$ 130.00/hr
Plumber:	\$ 140.00/hr	\$ 142.00/hr	\$ 144.00/hr

NOTE\* Above prices for workforce is based on 8 hour days M-F  
Over 8 hrs. will be time and a half

Saturday: Time and a half  
Sunday & Holidays: Double time



# Village of **WILLOWBROOK**

**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.e.**

**DATE: July 14, 2025**

**SUBJECT:**

**EMERGENCY SERVICES – AS-NEEDED RESTORATION AND MAINTENANCE SERVICES**

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Rick Valent, Director of Public Works  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

Staff requests approval to award the following contracts:

#### **7.a. Brighter Electric, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. TO PERFORM EMERGENCY ELECTRICAL SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.b. Falco's Landscaping, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FALCOS LANDSCAPING, INC. TO PERFORM EMERGENCY LANDSCAPING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.c. Fox Town Plumbing, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FOX TOWN PLUMBING, INC. TO PERFORM EMERGENCY PLUMBING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.d. H&R Construction, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH H&R CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.e. NJ Ryan Tree & Landscape LLC**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJ RYAN TREE & LANDSCAPE, LLC TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.f. Tameling Grading**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TAMELING GRADING TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.g. Underground Pipe Solutions**

RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNDERGROUND PIPE SOLUTIONS, LLC TO PERFORM EMERGENCY UNDERGROUND SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**BACKGROUND/SUMMARY**

The Public Works Department maintains several ongoing contracts for maintenance and program-specific services specific scope of services and pricing. Outside of these contracts, of contractual services are required to maintain day-to-day operations. These various contractual services are generally required on an emergency or as needed basis. For these services staff is required to follow the Village's Procurement Policy, i.e., obtaining three proposals or public bidding. Part of the consideration in obtaining multiple proposals or bids is whether a particular vendor or contractor might be utilized for projects greater than \$20,000 in business from the Village over the course of a fiscal year.

As an alternative to bidding each service separately as needed, a Request for Proposal (RFP) for Emergency Services/As-Needed Restoration and Maintenance Services was drafted and publicly posted. This allows staff to follow the Village's Procurement Policy and meet any local government agency required by law. The RFP requested proposals from highly qualified firms to include the following:

- Emergency Response Services
  - 24/7 on-call availability and mobilization to infrastructure repairs, roadway hazards, storm damage, and traffic control needs.
- As-Needed Restoration Services
  - Site repairs to landscape, hardscape and pavement, and facility restoration of interior and exterior surfaces, water mitigation, and sanitizing.
- As Needed Maintenance Services
  - Routine and preventative maintenance of electrical, plumbing, carpentry, infrastructure, and grounds.

The RFP was posted on May 23, 2025, and seven proposals were opened on June 9, 2025. The seven proposals were reviewed based on the requirements of the RFP, the services provided, vendor qualifications, and pricing.

**FINANCIAL IMPACT**

Funding is included in FY25/26 budget for the various services awarded to the seven contractors.

**RECOMMENDED ACTION:**

Staff is seeking approval to award seven contracts to the lowest responsive and responsible vendors/contractors for Emergency Services/As-Needed Restoration and Maintenance Services.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJ RYAN TREE & LANDSCAPE, LLC TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village solicited sealed proposals from contractors for the performance of emergency services/as-needed restoration and maintenance 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 June 9, 2025; and

**WHEREAS**, of the proposals received and opened, the apparent lowest responsible bidder to submit a proposal for the Project was NJ Ryan Tree & Landscape, LLC (“NJ Ryan”); and

**WHEREAS**, based upon NJ Ryan’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 NJ Ryan 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 NJ Ryan Tree & Landscape, LLC is hereby accepted and approved.

**SECTION 3:** That certain contract to perform emergency services/as-needed restoration and maintenance services by and between NJ Ryan Tree & Landscape, LLC 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 14<sup>th</sup> day of July, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**CONTRACT FOR EMERGENCY SERVICES/AS-NEEDED RESTORATION AND  
MAINTENANCE SERVICES**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND NJ RYAN TREE & LANDSCAPE, LLC FOR EMERGENCY SERVICES/  
AS-NEEDED RESTORATION AND MAINTENANCE**

**1. Work Proposal**

THIS CONTRACT ENTERED INTO THIS 14<sup>th</sup> day of July, 2025 between NJ Ryan Tree & Landscape, LLC., an Illinois limited liability company ("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 retain contractor to perform emergency services/as-needed restoration and maintenance services in the Village (the "Project");
2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for emergency services/as-needed restoration and maintenance services at the Project to be completed by Contractor, which are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, proposal response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. Contractor's proposal and project specifications are attached hereto and expressly 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. Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
5. Bonds and Insurance Procure and furnish all bonds and all insurance certificates specified in this Contract;
6. Taxes 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.

A. Terms of the Agreement. The term of this Agreement shall be one (1) year from the date of award. The Village 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 increase of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Village's discretion. 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 overheard, or profit.

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

At the end of any subsequent contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for the failure of a village to appropriate funds in future contract years.

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

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the following specifications; NJ Ryan Tree & Landscape, LLC (the "Contractor") will provide all necessary labor and equipment, to complete routine and emergency services/as-needed restoration and maintenance. The Village may require the Contractor to perform repairs during regular hours, after work hours, weekends or on holidays.

C. Responsibility for Damage or Loss. Contractor proposes and agrees that the Contractor 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. Village 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 Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Village, without limiting its other rights and remedies, may require correction or replacement at Contractor'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 Contractor 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 Contractor'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 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.

## **2. Contract Price Proposal**

Contractor proposes, and agrees, that Contractor 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 Bid Pricing Table attached to Contractor's Proposal in Exhibit "A".

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

1. All prices in the Bid Pricing Table in Contractor's Proposal are firm and shall not be subject to escalation or change;

2. Village 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 Bid Pricing Table.

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

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. Invoice shall be mailed or delivered to the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 Attn: Rick Valent, Public Works Director. Invoices will be processed for payment, and payments shall be made in accordance 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 Contractor 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. Insurance**

A. Insurance. Contractor agrees that the Contractor shall provide certificate of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the Village's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to the Village and shall name Village, including its board 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 Contractor's duty to carry adequate insurance or on Contractor'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:

## **I. 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) \$1,000,000 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) \$1,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$1,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$1,000,000 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/Hold Harmless. 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.

#### **4. Firm Contract**

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

#### **5. Prevailing Wage.**

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

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

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

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.

## **6. Additional Provisions**

A. 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.*).

B. 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.*).

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

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - c) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
    - 1) Abide by the terms of the statement; and
    - 2) 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.
- 2) Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) Contractor's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - d) The penalties that may be imposed upon employees for drug violations.
- 3) 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.

- 4) 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.
- 5) 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.
- 6) 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.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

D. 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.

E. 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).

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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.
- 7) 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Public Works Director, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: NJ Ryan Tree & Landscape, LLC, 17271 IL Rte. 23, DeKalb, Illinois 60115, Attn: DaRin Ryan, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

M. 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.

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

CONTRACTOR:  
NJ RYAN TREE & LANDSCAPE, LLC

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

DaRin Ryan,  
Its duly authorized agent

ATTEST:

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

VILLAGE OF WILLOWBROOK

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

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT "A"**  
**PROPOSAL**

Bid Pricing Table

Item	Unit	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Emergency Response (24/7)	Hour	\$ 750.00	\$ 750.00	\$ 750.00
As-Needed Restoration	Hour	\$ 500.00	\$ 500.00	\$ 500.00
Routine Maintenance	Hour	\$ 500.00	\$ 500.00	\$ 500.00

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.

Bid Pricing Table

Item	# of Units Available	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Dump Truck	4	\$ 175.00	\$ 185.00	\$ 195.00
Backhoe Loader	3	\$ 175.00	\$ 185.00	\$ 195.00
Skid Steer Loader	12	\$ 175.00	\$ 185.00	\$ 195.00
Utility Vehicle	4	\$ 175.00	\$ 185.00	\$ 195.00
Street Sweeper	2	\$ 175.00	\$ 185.00	\$ 195.00
Trailer (Equipment)	12	\$ 175.00	\$ 185.00	\$ 195.00
Snow Plow Attachment	12	\$ 175.00	\$ 185.00	\$ 195.00
Other <u>PICKUP</u>	6	\$ 175.00	\$ 185.00	\$ 195.00
Other <u>WHEEL LOADER</u>	3	\$ 175.00	\$ 185.00	\$ 195.00
Other <u>CONCRETE BREAKER</u>	2	\$ 175.00	\$ 185.00	\$ 195.00
Other <u>DEMO SAW</u>	2	\$ 175.00	\$ 185.00	\$ 195.00
Other <u>CRANE</u>	2	\$ 175.00	\$ 185.00	\$ 195.00
Other <u>BOOM TRUCK</u>	5	\$ 175.00	\$ 185.00	\$ 195.00

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.

MAN LIFT 2 175.00 185.00 195.00

LABORER

FOREMAN

NJ RYAN TREE & LANDSCAPE LLC  
17271 IL RT 23  
DEKALB, IL 60115  
630-800-8767

June 6, 2025

Village of Willowbrook  
835 Midway Dr  
Willowbrook, IL 60527

To Whom it May Concern:

Due to the large scope of work recommend the following:

Normal work – Hourly rate of \$175 per hour.  
After normal work – Overtime rate of \$275 per hour.

6 F450 Dump trucks  
12 Trailers  
12 Bobcats  
3 Wheelloaders  
5 Boom Trucks  
2 Cranes  
3 Backhoes  
3 Mini Excavators  
7 Pickups  
8 Roll off Trucks  
3 Tadem Dump trucks  
2 Sweepers  
2 Manlifts  
2 Semis-w-Dump Trailer

Sincerely yours,

  
DaRin Ryan  
Owner



# Village of **WILLOWBROOK**

**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.f.**

**DATE: July 14, 2025**

**SUBJECT:**

EMERGENCY SERVICES – AS-NEEDED RESTORATION AND MAINTENANCE SERVICES

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Rick Valent, Director of Public Works  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

Staff requests approval to award the following contracts:

#### **7.a. Brighter Electric, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. TO PERFORM EMERGENCY ELECTRICAL SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.b. Falco's Landscaping, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FALCOS LANDSCAPING, INC. TO PERFORM EMERGENCY LANDSCAPING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.c. Fox Town Plumbing, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FOX TOWN PLUMBING, INC. TO PERFORM EMERGENCY PLUMBING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.d. H&R Construction, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH H&R CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.e. NJ Ryan Tree & Landscape LLC**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJ RYAN TREE & LANDSCAPE, LLC TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.f. Tameling Grading****A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL,  
APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TAMELING  
GRADING TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND  
MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK****7.g. Underground Pipe Solutions**

RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNDERGROUND PIPE SOLUTIONS, LLC TO PERFORM EMERGENCY UNDERGROUND SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**BACKGROUND/SUMMARY**

The Public Works Department maintains several ongoing contracts for maintenance and program-specific services specific scope of services and pricing. Outside of these contracts, of contractual services are required to maintain day-to-day operations. These various contractual services are generally required on an emergency or as needed basis. For these services staff is required to follow the Village's Procurement Policy, i.e., obtaining three proposals or public bidding. Part of the consideration in obtaining multiple proposals or bids is whether a particular vendor or contractor might be utilized for projects greater than \$20,000 in business from the Village over the course of a fiscal year.

As an alternative to bidding each service separately as needed, a Request for Proposal (RFP) for Emergency Services/As-Needed Restoration and Maintenance Services was drafted and publicly posted. This allows staff to follow the Village's Procurement Policy and meet any local government agency required by law. The RFP requested proposals from highly qualified firms to include the following:

- Emergency Response Services
  - 24/7 on-call availability and mobilization to infrastructure repairs, roadway hazards, storm damage, and traffic control needs.
- As-Needed Restoration Services
  - Site repairs to landscape, hardscape and pavement, and facility restoration of interior and exterior surfaces, water mitigation, and sanitizing.
- As Needed Maintenance Services
  - Routine and preventative maintenance of electrical, plumbing, carpentry, infrastructure, and grounds.

The RFP was posted on May 23, 2025, and seven proposals were opened on June 9, 2025. The seven proposals were reviewed based on the requirements of the RFP, the services provided, vendor qualifications, and pricing.

**FINANCIAL IMPACT**

Funding is included in FY25/26 budget for the various services awarded to the seven contractors.

**RECOMMENDED ACTION:**

Staff is seeking approval to award seven contracts to the lowest responsive and responsible vendors/contractors for Emergency Services/As-Needed Restoration and Maintenance Services.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TAMELING GRADING TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village solicited sealed proposals from contractors for the performance of emergency services/as-needed restoration and maintenance 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 June 9, 2025; and

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

**WHEREAS**, based upon Tameling’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 Tameling 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 Tameling Grading is hereby accepted and approved.

**SECTION 3:** That certain contract to perform emergency services/as-needed restoration and maintenance services by and between Tameling Grading 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 14<sup>th</sup> day of July, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

---

Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**CONTRACT FOR EMERGENCY SERVICES/AS-NEEDED RESTORATION AND  
MAINTENANCE SERVICES**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND TAMELING GRADING FOR EMERGENCY SERVICES/  
AS-NEEDED RESTORATION AND MAINTENANCE**

**1. Work Proposal**

THIS CONTRACT ENTERED INTO THIS 14<sup>th</sup> day of July, 2025 between Tameling Grading, an Illinois partnership ("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 retain contractor to perform emergency services/as-needed restoration and maintenance services in the Village (the "Project");
2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for emergency services/as-needed restoration and maintenance services at the Project to be completed by Contractor, which are incorporated herein as "Exhibit A" and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, proposal response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. Contractor's proposal and project specifications are attached hereto and expressly 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. Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
5. Bonds and Insurance Procure and furnish all bonds and all insurance certificates specified in this Contract;
6. Taxes 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.

A. Terms of the Agreement. The term of this Agreement shall be one (1) year from the date of award. The Village 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 increase of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Village's discretion. 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 overheard, or profit.

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

At the end of any subsequent contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for the failure of a village to appropriate funds in future contract years.

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

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the following specifications; Tameling Grading (the "Contractor") will provide all necessary labor and equipment, to complete routine and emergency services/as-needed restoration and maintenance. The Village may require the Contractor to perform repairs during regular hours, after work hours, weekends or on holidays.

C. Responsibility for Damage or Loss. Contractor proposes and agrees that the Contractor 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. Village 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 Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Village, without limiting its other rights and remedies, may require correction or replacement at Contractor'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 Contractor 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 Contractor'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 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.

## **2. Contract Price Proposal**

Contractor proposes, and agrees, that Contractor 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 Bid Pricing Table attached to Contractor's Proposal in Exhibit "A".

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

1. All prices in the Bid Pricing Table in Contractor's Proposal are firm and shall not be subject to escalation or change;

2. Village 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 Bid Pricing Table.

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

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. Invoice shall be mailed or delivered to the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 Attn: Rick Valent, Public Works Director. Invoices will be processed for payment, and payments shall be made in accordance 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 Contractor 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. Insurance**

A. Insurance. Contractor agrees that the Contractor shall provide certificate of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the Village's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to the Village and shall name Village, including its board 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 Contractor's duty to carry adequate insurance or on Contractor'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:

## **I. 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) \$1,000,000 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) \$1,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$1,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$1,000,000 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/Hold Harmless. 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.

#### **4. Firm Contract**

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

#### **5. Prevailing Wage.**

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

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

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

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.

## **6. Additional Provisions**

A. 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.*).

B. 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.*).

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

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - c) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
    - 1) Abide by the terms of the statement; and
    - 2) 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.
- 2) Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) Contractor's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - d) The penalties that may be imposed upon employees for drug violations.
- 3) 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.

- 4) 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.
- 5) 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.
- 6) 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.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

D. 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.

E. 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).

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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.
- 7) 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.

**G. 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.

**H. 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.

I. 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.

J. 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.

K. 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.

L. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Public Works Director, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Tameling Grading, 7475 Madison Street, Unit 1, Willowbrook, Illinois 60527, Attn: Gary Tameling, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

M. 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.

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

CONTRACTOR:  
TAMELING GRADING

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

Gary Tameling,  
Its duly authorized agent

ATTEST:

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

VILLAGE OF WILLOWBROOK

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

Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT "A"**  
**PROPOSAL**

**Bid Pricing Table**

Item	Unit	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Emergency Response (24/7)	Hour	\$	\$	\$
As-Needed Restoration	Hour	\$ 120	\$ 130	\$ 140
Routine Maintenance	Hour	\$	\$	\$

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.

**Bid Pricing Table**

Item	# of Units Available	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Dump Truck	2 <sup>Hour</sup> <sub>MIN.</sub>	\$ 120	\$ 130	\$ 140
Backhoe Loader		\$	\$	\$
Skid Steer Loader		\$	\$	\$
Utility Vehicle		\$	\$	\$
Street Sweeper		\$	\$	\$
Trailer (Equipment)		\$	\$	\$
Snow Plow Attachment		\$	\$	\$
Other <sup>under 1 yard machine</sup>	2 <sup>Hour</sup> <sub>MIN.</sub>	\$ 120	\$ 130	\$ 140
Other <sup>over 1 yard machine</sup>	2 <sup>Hour</sup> <sub>MIN.</sub>	\$ 250	\$ 250	\$ 250
Other <sup>Haul Snow</sup> <sub>Roll OFF Truck</sub>	2 <sup>Hour</sup> <sub>MIN.</sub>	\$ 200	\$ 200	\$ 200
Other		\$	\$	\$
Other		\$	\$	\$
Other		\$	\$	\$

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.



# Village of **WILLOWBROOK**

**Public Works**

## **BOARD OF TRUSTEES MEETING**

**AGENDA ITEM NO: 7.g.**

**DATE: July 14, 2025**

**SUBJECT:**

EMERGENCY SERVICES – AS-NEEDED RESTORATION AND MAINTENANCE SERVICES

### **STAFF REPORT**

**TO:** Mayor Trilla and Board of Trustees  
**FROM:** Rick Valent, Director of Public Works  
**THROUGH:** Sean Halloran, Village Administrator

### **PURPOSE AND ACTION REQUESTED**

Staff requests approval to award the following contracts:

#### **7.a. Brighter Electric, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BRIGHTER ELECTRIC, INC. TO PERFORM EMERGENCY ELECTRICAL SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.b. Falco's Landscaping, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FALCOS LANDSCAPING, INC. TO PERFORM EMERGENCY LANDSCAPING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.c. Fox Town Plumbing, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH FOX TOWN PLUMBING, INC. TO PERFORM EMERGENCY PLUMBING SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.d. H&R Construction, Inc.**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH H&R CONSTRUCTION, INC. TO PERFORM EMERGENCY UNDERGROUND CONSTRUCTION SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

#### **7.e. NJ Ryan Tree & Landscape LLC**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH NJ RYAN TREE & LANDSCAPE, LLC TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.f. Tameling Grading**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH TAMELING GRADING TO PERFORM EMERGENCY SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK

**7.g. Underground Pipe Solutions**

**RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNDERGROUND PIPE SOLUTIONS, LLC TO PERFORM EMERGENCY UNDERGROUND SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

**BACKGROUND/SUMMARY**

The Public Works Department maintains several ongoing contracts for maintenance and program-specific services specific scope of services and pricing. Outside of these contracts, of contractual services are required to maintain day-to-day operations. These various contractual services are generally required on an emergency or as needed basis. For these services staff is required to follow the Village's Procurement Policy, i.e., obtaining three proposals or public bidding. Part of the consideration in obtaining multiple proposals or bids is whether a particular vendor or contractor might be utilized for projects greater than \$20,000 in business from the Village over the course of a fiscal year.

As an alternative to bidding each service separately as needed, a Request for Proposal (RFP) for Emergency Services/As-Needed Restoration and Maintenance Services was drafted and publicly posted. This allows staff to follow the Village's Procurement Policy and meet any local government agency required by law. The RFP requested proposals from highly qualified firms to include the following:

- Emergency Response Services
  - 24/7 on-call availability and mobilization to infrastructure repairs, roadway hazards, storm damage, and traffic control needs.
- As-Needed Restoration Services
  - Site repairs to landscape, hardscape and pavement, and facility restoration of interior and exterior surfaces, water mitigation, and sanitizing.
- As Needed Maintenance Services
  - Routine and preventative maintenance of electrical, plumbing, carpentry, infrastructure, and grounds.

The RFP was posted on May 23, 2025, and seven proposals were opened on June 9, 2025. The seven proposals were reviewed based on the requirements of the RFP, the services provided, vendor qualifications, and pricing.

**FINANCIAL IMPACT**

Funding is included in FY25/26 budget for the various services awarded to the seven contractors.

**RECOMMENDED ACTION:**

Staff is seeking approval to award seven contracts to the lowest responsive and responsible vendors/contractors for Emergency Services/As-Needed Restoration and Maintenance Services.

**RESOLUTION NO. 25-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING THE PROPOSAL, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNDERGROUND PIPE SOLUTIONS, LLC TO PERFORM EMERGENCY UNDERGROUND SERVICES/AS-NEEDED RESTORATION AND MAINTENANCE SERVICES FOR THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Village solicited sealed proposals from contractors for the performance of emergency underground services/as-needed restoration and maintenance 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 June 9, 2025; and

**WHEREAS**, of the proposals received and opened, the apparent lowest responsible bidder to submit a proposal for the Project was Underground Pipe Solutions, LLC (“Underground Pipe”); and

**WHEREAS**, based upon Underground Pipe’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 Underground Pipe 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 Underground Pipe Solutions, LLC is hereby accepted and approved.

**SECTION 3:** That certain contract to perform emergency underground services/as-

needed restoration and maintenance services by and between Underground Pipe Solutions, LLC 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 14<sup>th</sup> day of July, 2025 by a ROLL CALL VOTE as follows:

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

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

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

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

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Gretchen Boerwinkle, Village Clerk

**EXHIBIT “A”**

**CONTRACT FOR EMERGENCY UNDERGROUND SERVICES/AS-NEEDED  
RESTORATION AND MAINTENANCE SERVICES**

**AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND UNDERGROUND PIPE SOLUTIONS, LLC FOR EMERGENCY UNDERGROUND SERVICES/  
AS-NEEDED RESTORATION AND MAINTENANCE**

**1. Work Proposal**

THIS CONTRACT ENTERED INTO THIS 14<sup>th</sup> day of July, 2025 between Underground Pipe Solutions, LLC., an Illinois limited liability company (“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 retain contractor to perform emergency underground services/as-needed restoration and maintenance services in the Village (the “Project”);
2. Contractor has submitted a proposal to the Village, including all terms, conditions, requirements and specifications contained therein for emergency underground services/as-needed restoration and maintenance services at the Project to be completed by Contractor, which are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement of the selected portions, proposal response and specifications of the Project was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. Contractor’s proposal and project specifications are attached hereto and expressly 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. Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
5. Bonds and Insurance Procure and furnish all bonds and all insurance certificates specified in this Contract;
6. Taxes 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.

A. Terms of the Agreement. The term of this Agreement shall be one (1) year from the date of award. The Village 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 increase of unit prices shall be limited to three percent (3%) or CPI, whichever is lower. The final increase is up to the Village’s discretion. 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 overheard, or profit.

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

At the end of any subsequent contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for the failure of a village to appropriate funds in future contract years.

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

B. Performance Standards. Contractor agrees that all Work shall be fully provided, performed, and completed in accordance with the following specifications; Underground Pipe Solutions, LLC (the "Contractor") will provide all necessary labor and equipment, to complete routine and emergency underground services/as-needed restoration and maintenance. The Village may require the Contractor to perform repairs during regular hours, after work hours, weekends or on holidays.

C. Responsibility for Damage or Loss. Contractor proposes and agrees that the Contractor 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. Village 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 Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Village, without limiting its other rights and remedies, may require correction or replacement at Contractor'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 Contractor 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 Contractor'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 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.

## **2. Contract Price Proposal**

Contractor proposes, and agrees, that Contractor 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 Bid Pricing Table attached to Contractor's Proposal in Exhibit "A".

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

1. All prices in the Bid Pricing Table in Contractor's Proposal are firm and shall not be subject to escalation or change;

2. Village 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 Bid Pricing Table.

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

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. Invoice shall be mailed or delivered to the Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527 Attn: Rick Valent, Public Works Director. Invoices will be processed for payment, and payments shall be made in accordance 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 Contractor 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. Insurance**

A. Insurance. Contractor agrees that the Contractor shall provide certificate of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after the Village's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to the Village and shall name Village, including its board 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 Contractor's duty to carry adequate insurance or on Contractor'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:

## **I. 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) \$1,000,000 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) \$1,000,000 bodily injury and property damage, combined single limit - each occurrence;
- b) \$1,000,000 general aggregate other than products/completed operations and auto liability; and
- c) \$1,000,000 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/Hold Harmless. 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.

#### **4. Firm Contract**

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

#### **5. Prevailing Wage.**

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

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

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Illinois Department of Labor, as may be required by Illinois law.

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.

#### **6. Additional Provisions**

A. 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.*).

B. 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.*).

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

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - c) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
    - 1) Abide by the terms of the statement; and
    - 2) 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.
- 2) Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) Contractor's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance program; and
  - d) The penalties that may be imposed upon employees for drug violations.
- 3) 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.

- 4) 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.
- 5) 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.
- 6) 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.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

D. 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.

E. 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).

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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.
- 7) 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.

**G. 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.

**H. 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.

I. 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.

J. 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.

K. 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.

L. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Public Works Director, 835 Midway Drive, Willowbrook, Illinois 60527 or to Contractor: Underground Pipe Solutions, LLC, 8113 46<sup>th</sup> Street, Lyons, Illinois 60534, Attn: Juan Mendez, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

M. 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.

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

CONTRACTOR:  
UNDERGROUND PIPE SOLUTIONS, LLC

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

Juan Mendez,  
Its Owner and duly authorized agent

ATTEST:

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

VILLAGE OF WILLOWBROOK

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

ATTEST:

\_\_\_\_\_  
Gretchen Boerwinkle, Village Clerk

**EXHIBIT "A"**  
**PROPOSAL**

UNDERGROUND PIPE SOLUTIONS  
 8113 46<sup>TH</sup> STREET, LYONS, IL, 60534  
**Phone** 312-774-4457  
**EMAIL** [juan.mendez@underground-pipesolutions.com](mailto:juan.mendez@underground-pipesolutions.com)  
**CONTACT:** JUAN MENDEZ



INVOICE NO. UPS2025-

DATE:

INSTRUCTIONS

The Village of Willowbrook  
 835 Midway Drive  
 Willowbrook, IL 60527  
 Phone: (630) 323-0787

Prices are valid from May 1<sup>st</sup> 2025 to April 30<sup>th</sup> 2026 a 3.0% increase will be added every year thereafter.  
 Underground pipe solutions does not charge port to port. Time starts on site and stops after dumping at end of day.  
 Fuel surcharge is included in price.

QUANTITY	DESCRIPTION	HOURLY	OVERTIME HOURLY SAT/SUN
1-jetter combo unit 1-operator/laborer	80gpm 2,000psi & estimated 4,200 cfm. 12-yard debris tank 1000 gallons of water. 700' of Jetter hose.	\$400.00	\$400.00
1-tv truck 1-tv operator	Tv truck	\$350.00	\$350.00
1-operator 1-jetter unit	80gpm 2,000 psi Jetter truck. 1000' of Jetter hose	\$325.00	\$325.00
2-laborers 1-tv truck 1-jetter combo unit	Tv truck with Jetter combo unit together @ 10% discount.	\$675.00	\$675.00
2-laborers 1-tv truck 1-jetter unit	Tv truck with Jetter unit together @ 10% discount.	\$582.50	\$582.50
1-laborer 1-pick up/trailer Jetter easement	Support truck with easement machine for Jetter combo when doing easements father than 12'	\$145.00	\$145.00
1-laborer 1-pick-up/flex hose	Laborer with support vehicle and flex hose with supplies to do easement.	\$151.00	\$151.00
1-operator 1-excavator	Pick-up/gooseneck & Cat 305 excavator.	\$210.00	\$210.00
1-laborer 1-single axle dump truck	Laborer/dump truck	\$150.00	\$150.00
1-laborer Power washing trailer with heater.	Pick up and Power washing unit with heater & laborer.	\$150.00	\$150.00
1-operator 1-skidsteer	Pick-up/trailer & skid steer.	\$205.00	\$205.00
1-laborer 1-pick-up	<b>勞工及貨車。</b>	\$75.00	\$75.00

General Contractor shall furnish the following:

1. Dumpsite for debris disposal within jobsite. If customer cannot facilitate dumpsite. Operator and combo-unit time will stop time after dumping at our dumpsite.
2. Water supplied by customer from hydrant
3. Traffic control.
4. Any permits and fees.

**Bid Pricing Table**

Item	Unit	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Emergency Response (24/7)	Hour	\$400.00	\$412.00	\$424.00
As-Needed Restoration	Hour	\$400.00	\$412.00	\$424.00
Routine Maintenance	Hour	\$400.00	\$412.00	\$424.00

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.

**Bid Pricing Table**

Item	# of Units Available	Unit Price Per Hour (FY 25-26)	Unit Price Per Hour (FY 26-27)	Unit Price Per Hour (FY 27-28)
Dump Truck	1	\$150.00	\$154.50	\$159.13
Backhoe Loader	1	\$210.00	\$216.30	\$222.78
Skid Steer Loader	1	\$205.00	\$211.15	\$217.48
Utility Vehicle	1	\$75.00	\$77.25	\$79.25
Street Sweeper	0	\$n/a	\$n/a	\$n/a
Trailer (Equipment)	1	\$150.00	\$154.50	\$159.13
Snow Plow Attachment	0	\$n/a	\$n/a	\$n/a
Jetter/Combo vac laborer	1	\$400.00	\$412.00	\$424.36
Jetter truck & laborer	1	\$325.00	\$334.75	\$344.79
Tv truck & operator	1	\$350.00	\$360.50	\$371.30
Easement machine				
Pick-up & Laborer	1	\$145.00	\$149.35	\$153.83
Laborer & Pick-up	1	\$75.00	\$77.25	\$79.56
Other		\$	\$	\$

\*Fiscal Year runs from May 1<sup>st</sup> to April 30<sup>th</sup>.