

**REQUEST FOR BIDS**

**FOR LANDSCAPING AND MOWING SERVICES**

**FOR**

**THE VILLAGE OF**

**VILLAGE OF WILLOWBROOK**



Advertised: February 22 , 2022

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

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

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

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

Sean Halloran

Assistant Village Administrator

Village of Willowbrook

**BASE BID PRICING TABLE**

ITEM 1: MOWING AND TRIMMING OF PARKS

| Description                  | Unit Price Per Week | Weeks     |
|------------------------------|---------------------|-----------|
| Mowing and Trimming of Parks | \$ _____            | <u>26</u> |

|                              |          |
|------------------------------|----------|
| <b>TOTAL COST FOR ITEM 1</b> | \$ _____ |
|------------------------------|----------|

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

| Description  | Unit Price Per Week | Weeks     |
|--|---------------------|-----------|
| Mowing and Trimming of Rights of Way, Medians and Village Facilities | \$ _____            | <u>26</u> |

|                              |          |
|------------------------------|----------|
| <b>TOTAL COST FOR ITEM 2</b> | \$ _____ |
|------------------------------|----------|

ITEM 3: PLANTING BED MAINTENANCE OF ALL VILLAGE PARKS

| Description                                   | Unit Price Per Week | Weeks     |
|---|---------------------|-----------|
| Planting Bed Maintenance of all Village Parks | \$ _____            | <u>26</u> |

|                              |          |
|------------------------------|----------|
| <b>TOTAL COST FOR ITEM 3</b> | \$ _____ |
|------------------------------|----------|

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

| Description  | Unit Price Per Week | Weeks     |
|--|---------------------|-----------|
| Planting Bed Maintenance Of Rights Of Way, Medians, And Village Facilities | \$ _____            | <u>26</u> |

|                              |          |
|------------------------------|----------|
| <b>TOTAL COST FOR ITEM 4</b> | \$ _____ |
|------------------------------|----------|

**BASE BID TOTAL**

|   |          |
|---|----------|
| <b>TOTAL FOR ALL BASE BID ITEMS 1-4</b> | \$ _____ |
|---|----------|

**SUPPLEMENTAL PRICING**

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

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

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

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

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

2. **INTENT**

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

3. **BID PRICE**

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

4. **AWARD**

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

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

5. **TERM**

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

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

**6. ESCALATION**

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

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

**7. PREVAILING WAGES**

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

**8. SUBMISSION OF BIDDER'S PROPOSAL**

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

**9. WITHDRAWAL OF BIDDER'S PROPOSAL**

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

**10. QUALIFICATION OF BIDDERS**

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

**11. DISQUALIFICATION OF BIDDERS**

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

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

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

## 12. AWARD OF CONTRACT

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



**13. SCOPE OF WORK**

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

This mowing rotation schedule can be adjusted to a less frequent mowing schedule with the approval of the Public Works Foreman during those times of the season when heat and/or lack of rain would cause weekly mowing to stress the grass. From the last week in August until the final mowing of the season, mowing at the Community Park shall be done on either Thursdays or Fridays, coinciding with prevalent events at the park. Community Park game fields should be cut to a height of 2" when fields are in use. In all mowed areas included in this contract, care should be taken to lower the height of the cut so as not to put the turf under stress.

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

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

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

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

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

The Contractor shall complete the following items:

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

**Parks**

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

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

(\* includes both parkways on Rogers Farm Rd.)

**Total: 39.2 acres**

## Roadside Rights of Way, Medians, and Specified Facilities

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

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

63<sup>rd</sup> Street (Total: 4.42 acres):

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

75<sup>th</sup> Street (Total: 8.51 acres):

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

Madison Street (Total: 7.44 acres):

|   |          |
|---|----------|
| West Side: From 63 <sup>rd</sup> Street to Joliet Road: | 3.61 ac. |
| East Side: From 63 <sup>rd</sup> Street to Joliet Road: | 3.83 ac. |

Plainfield Road (Total: 3.23 acres):

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

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

Illinois Route 83 (Kingery Hwy.):

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

3. Specified Facilities (Grand Total: 3.87 acres)

Public Works site:

700/710 Willowbrook Cntr. Pkwy.                      Approx. 3.37 acres

Village Municipal Complex:

Village Hall, 835 Midway Drive

Police Station, 7760 Quincy Street

Community Resource Center, 825 Midway Drive

Approx. 0.5 acres

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

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

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

### General Trimming

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

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

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

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

- D. Flowering plants shall not be pruned until after their flowering season. In general, the natural form of the plant will be encouraged, and pruning will be performed as intended by the landscape architect or as determined by the on-site supervisor. Pruning requirements vary based on species and as a result, certain species may not be pruned to the extent and/or as frequently as others.
  
- E. An Integrated Pest Management Program shall be utilized by the Contractor to assure stable yet economic protection for landscape investment while minimizing risk to humans, animals, plants, and the environment. The general concept is that problematic weed; insect or disease areas in the landscape are treated only once the existing or potential cause of the problem has been identified. All lawns, trees, shrubs, groundcovers, and ornamental evergreens will be monitored to detect present or potential insect or disease problem areas. Recommendations for treatments will be recommended by the contractor, estimated separately, and performed at the sole discretion of the Village.
  
- F. The Contractor shall periodically inspect plant material in the planting beds for insect and disease damage. Recommendations should be brought to the attention of the Public Works Foreman. Treatments will be made at an hourly rate as specified on the bid proposal form. The product must be pre-approved by the Public Works Foreman. Mulch/Compost shall be added or removed at the Village's request. Labor shall be provided at the contractor's expense and there will be no additional charges to the Village for adding and tilling mulch. Mulch and/or compost will be provided by the Village and delivered on-site. Mulch in plant beds shall be a minimum of 3" to 4" in depth and turned at a minimum of three times in May, July, and September. All mulch beds shall be tilled and mulch added, if needed, no later than May 30 of each year of the contract.

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

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

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

**SECTION 14. CONTRACT REQUIREMENTS:**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO CERTIFY THE FOLLOWING:**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

1. INSURANCE REQUIREMENTS:

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

B. Coverage shall be at least as broad as:

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

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

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

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

(3) All Coverages:

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

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

ADDITIONAL CERTIFICATIONS:

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

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

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

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

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

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