



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

A G E N D A

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE
HELD ON MONDAY, MAY 13, 2019, AT 5:30 P.M. AT THE VILLAGE HALL,
835 MIDWAY DRIVE, IN THE VILLAGE OF WILLOWBROOK, DUPAGE
COUNTY, ILLINOIS

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
 - a) April 8, 2019 Regular Meeting of the M.S. Committee
4. DISCUSSION – Residential Solid Waste and Recycling
Collection Services Contract –
Request for Proposal (RFP) Document
5. DISCUSSION – 2019 Motor Fuel Tax (MFT) Roadway
Maintenance Program
6. DISCUSSION – F.Y. 2019/20 Discretionary Budget Items:
 - a) Architectural Services for CRC Interior Design
 - b) Village Hall - Parking Lot Renovation
 - c) Village Hall - Repair of Front Pylon Wall
7. REPORTS – Municipal Services Department:
 - a) April 2019 Monthly Permit Activity Report
 - b) March 2019 Water System Pumpage Report
 - c) April 2019 Mosquito Management Program Report
8. SUPERINTENDENT OF PUBLIC WORKS UPDATE
9. VISITOR'S BUSINESS
(Public comment is limited to three minutes per person)
10. COMMUNICATIONS
11. ADJOURNMENT



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Illinois Route 66 Scenic Byway

**MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET**

AGENDA ITEM DESCRIPTION

**DISCUSSION – Residential Solid Waste and Recycling Collection
Services Contract – Request for Proposal (RFP) Document**

COMMITTEE REVIEW

- ☐ Finance/Administration
☒ Municipal Services
☐ Public Safety

Meeting Date:

May 13th 2019

- | | |
|---|---|
| <input checked="" type="checkbox"/> Discussion Only | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) |
| <input type="checkbox"/> Seeking Feedback | <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) |
| <input type="checkbox"/> Regular Report | <input type="checkbox"/> Report/documents requested by Committee |

BACKGROUND

The Villages current contract with Republic Services is set to expire on December 31st 2019. After speaking with Ms. Katie Neary of Lakeshore Recycling Systems at our April 8th 2019 Municipal Services Meeting, the Committee advised that their preference would be to solicit proposals to ensure pricing for refuse scavenger services to the community remains competitive. Therefore, Administrator Tim Halik prepared a Request For Proposal (RFP) draft for residential solid waste collection and disposal service. Attached is an example RFP sent from The City of Elmhurst that was sent over to the village by John Clifford of Republic Services for review. I also included the DuPage county Commercial Recycling Report for Willowbrook in the first quarter from Groot Industries, Inc.

REQUEST FOR FEEDBACK

Attached is a schedule to solicit requests for proposals (RFP). As discussed at the previous Municipal Services Committee Meeting, the village would like to see if it would be possible to do a contract with an extra half of a year added so that in the future if we change contractors, we would be switching in better weather conditions as opposed to December 31st.

STAFF RECOMMENDATION

As stated above, we have a proposed schedule to solicit a Request For Proposal. Staff recommends that the Committee reviews and approves the RFP document and we move forward with the proposed schedule.

Residential Solid Waste Collection and Disposal Services Agreement

THIS AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2018, by and between the City of Elmhurst, an Illinois municipal corporation (the "City") and, which is authorized to do business in the State of Illinois (the "Contractor").

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect Refuse, Recyclables and Yard Waste materials during term of this Agreement for the areas and types of residential dwellings identified in the City's Request For Proposals ("RFP").
2. The Contractor shall perform residential solid waste collection and disposal services for the City in full accordance with the terms and conditions contained within the City's REP and the Agreement Documents, attached hereto as Exhibit A. This Agreement does hereby expressly incorporate the City's RFP fully herein as if set forth verbatim in this Agreement.
3. The Agreement Documents shall include all the documents identified in the City's RFP, and this Agreement does hereby expressly incorporate the same fully herein as if set forth verbatim in this Agreement.
4. The Agreement Documents shall also include the Contractor's bid proposal, and this Agreement does hereby expressly incorporate the same fully herein as if set forth verbatim in this Agreement.
5. The Agreement Documents shall also include the Contractor's Schedule of Alternatives and Deviations to the City of Elmhurst RFP which is dated December 1, 2017, and included herein with Exhibit A. This Agreement does hereby expressly incorporate the same fully herein as if set forth verbatim in this Agreement.
6. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.
7. In the event of a discrepancy between the terms of the Agreement and the terms of Contractor's bid proposal, including Alternatives and Deviations dated December 1, 2017, the Contractor's bid proposal shall prevail.
8. The Certification Form attached to this Agreement as Exhibit B is incorporated herein as if set forth verbatim in this Agreement.
9. The initial term of this Agreement shall be from April 1, 2018, (the "Effective Date") until March 31, 2023.
10. At the expiration of the initial term of this Agreement, the City may renew and extend this Agreement for an additional three (3) years by giving written notice to the Contractor of its desire to so extend the Agreement no later than one hundred fifty (150) days prior to the end of the initial term of this Agreement. The terms and conditions as applicable to the initial term shall

apply to the extended terms except for the pricing and such other changes as may be mutually agreed upon by the City and the Contractor. Among the factors to be considered in determining new rates shall be increased or decreased costs incurred by the Contractor, increases in the Contractor's productivity, the Contractor's service since the beginning of the Agreement, and prices paid in comparable communities. In the event the City and the Contractor are unable to agree upon a suitable price, either party may terminate this Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of this Agreement.

11. In regards to insurance coverage, all such insurance policies will be primary insurance with respect to the City, its officials, employees, and volunteers without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A" and a financial size category of at least VIII (or higher) and shall contain a provision that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers. Coverage shall state that 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. Contractor shall furnish the City with a certificate of insurance and original blanket form endorsements affecting coverage. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to evidence coverage on its behalf. Such certificate: (i) will also provide for 30 days prior written notice to the City before a policy is suspended, canceled, or materially changed; (ii) shall show City, its officials, employees and volunteers as an additional insured under the Automobile and General Liability policies, but only to the extent of the Contractor's negligence; and, (iii) shall contain blanket form waivers of subrogation in favor of City except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

The insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements as set by law from time to time. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of its duties under this Agreement.

The Contractor shall defend, indemnify, and forever keep and hold the City, its officials, employees, and volunteers harmless, but only to the extent of Contractor's negligence, against any and all claims for injuries, death, loss, damages, charges, and claims of every type, nature, and description (including without limitation, environmental and patent claims), suits, liabilities, judgments, reasonable attorneys' fees, costs, and expenses in any manner connected with this Agreement or the services rendered hereunder.

The Contractor expressly understands and agrees that any Performance Bond or insurance policy required of Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the City, its officials, employees, and volunteers as provided in this Agreement.

The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the City, its officials, employees, and volunteers shall survive the termination of this Agreement.

The Contractor shall furnish a performance bond in the penal sum of \$1,000,000.00 executed by a responsible Surety Company rated AAA or better by Best's Insurance Reports and licensed to do business in the State of Illinois. Said performance bond shall guarantee performance of this Agreement by the Contractor during the term of the Agreement and any extension thereof, and shall indemnify the City against any loss resulting from any failure of the performance by the Contractor. The performance bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances, and regulations.

12. Within thirty (30) days of notification from the City, the Contractor will provide Refuse, Recyclables, and Yard Waste collection and disposal services of the same frequency and quality required by the Agreement to newly developed or annexed areas of the City.
13. The City may immediately terminate this Agreement if Contractor fails to perform any of its obligations under this Agreement and fails to cure the failure within thirty (30) days of written notice, except as otherwise provided for within the City's RFP, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors.
14. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.
15. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
16. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement.
17. The Contractor agrees to comply with all laws, executive orders, rules and regulations applicable to the Contractor's performance of its obligations under this Agreement, to keep all of the Contractor's required licenses and certifications valid and current. All such relevant provisions are incorporated herein by reference.
18. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.
19. The Contractor shall not cause or permit the filing of any liens on any of the City's property. In the event such a lien is filed and the Contractor fails to remove it within ten (10) days after the

20. Any notice or statement by any party shall be deemed to be sufficiently given (unless otherwise stated) if delivered in person, sent by United States certified mail, postage prepaid, return receipt requested, or sent by overnight delivery to the notified party at its address as set forth herein:

CITY:
City of Elmhurst
Attn: City Manager's Office
209 N. York Street
Elmhurst, Illinois 60126
630-530-3010

CONTRACTOR:

These addresses shall remain in effect, unless another address is substituted by written notice. Notwithstanding the above, the City may orally provide the Contractor with any notice required or omitted by this Agreement, provided that such notice shall also be sent as required by this Paragraph within ten (10) business days from the date of such oral notice.

21. Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.
22. This Agreement shall not be amended or modified other than in writing, signed by both parties.
23. Upon the expiration of this Agreement, Contractor shall agree to cooperate with any new Contractor in effecting an orderly transition.

ACCEPTED:
CONTRACTOR

By:

Print Name:

Its:


Date:

WITNESS:

Print Name:

Witness:

ACCEPTED:
CITY OF ELMHURST



Date:

ATTEST:

Patty Spencer, City Clerk

735512.1

EXHIBIT A

City of Elmhurst RFP, Contractor's Bid Proposal, Including
Schedule of Alternatives and Deviations, and Pricing



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(030)530-3000
www.elmhurst.org

STEVEN M. MORLEY
MAYOR
PATTY SPENCER
CITY CLERK
ELAINE LIROVIGZ
anTREASURER
JAMES A. GRABOWSKI
CITY MANAGER

REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

FOR THE CITY OF ELMHURST, DUPAGE COUNTY, ILLINOIS

RECEIPT OF PROPOSALS

Sealed Statement of Qualifications and Proposals for **the** Residential Solid Waste Collection Services **will** be received by the City of Elmhurst, DuPage County, Illinois until 12:00 noon, (Central Standard Time) on Friday, December 1, 2017. Sealed envelopes or packages containing Statement of Qualifications and Proposal shall be addressed to the Office of the City Clerk, Elmhurst City Hall, 209 N. York Street, Elmhurst, Illinois 60126, and shall be marked "Sealed Proposal for Residential Solid Waste Collection Services."

PRE-SUBMITTAL MEETING - MANDATORY

All contractors Intending to submit a proposal are required to attend the Pre-Submittal Meeting. **The** Pre-Submittal meeting will be held on Monday, November 20, 2017, at 10:00 a.m. at the Elmhurst City Council Chamber, 209 N. York Street, Elmhurst, Illinois.

CONTRACT DOCUMENTS

This work shall be performed in accordance with the contract documents, copies of which are on file for review, *and* available at the City of Elmhurst Engineering Office, 209 N. York Street, Elmhurst, Illinois 60126. All submittals must be submitted on the forms provided and in compliance with the Instructions. Submission of a proposal shall be conclusive assurance and warranty that the contractor has examined the plans, the site of the work and the local conditions affecting the contract and understands **all** of the requirements for performance of the work. The contractor will be responsible for **all** errors in its proposal resulting from failure or neglect to conduct an In-depth examination. The City of Elmhurst 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. The bidder shall not take advantage **of** any errors or omission in the plans or proposal.

BID SECURITY

Each submittal shall be accompanied by a proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier's check or a certified check payable to the City of Elmhurst for \$25,000.

RIGHT TO REJECT PROPOSALS

The City of Elmhurst reserves the right to waive technicalities and to reject any and all proposals for any reason deemed in the best interest of the City of Elmhurst.

AWARD OF CONTRACT

Unless all proposals are rejected, the contract award will be in accordance with the process described in the bidding documents. In determining who the most qualified and responsible bidder is, the City of Elmhurst will consider all factors which it, in its discretion, deems relevant in determining who the most qualified and responsible bidder is. Bidders who are awarded a contract shall be required to provide a Labor and Material Payment Bond and a Performance Bond, each in the total amount of the contract sum upon execution of the contract.

Dated: This 3rd day of November, 2017.

CITY OF ELMHURST

Steven M. Morley, Mayor

Petty Spencer, City Clerk

CITY OF ELMHURST
RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES
REQUEST FOR QUALIFICATIONS AND PROPOSALS

A. OVERVIEW

The current contract expires on March 30, 2018. The contractor must show how the delivery of toters can take place by March 28, 2018, and service must begin April 1, 2018.

1. Request for Proposals

The City of Elmhurst (hereinafter "City"), located in DuPage County, Illinois, is seeking a Statement of Qualifications and a sealed proposal for the provision of professional services for refuse, recyclables, and yard waste collection services. The City wishes to provide residents with comprehensive, high-quality Refuse, Recyclables, and Yard Waste collection services. The City intends to enter into a contract with a qualified and responsible firm for such services, and accordingly is furnishing herein a set of specifications by which such Statement of Qualifications and Proposals shall be judged. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit a Statement of Qualifications and a Proposal following the Instructions and format of the attached documents.

2. Contract

It is the express intent of the City to enter Into an exclusive Residential Solid Waste Collection and Disposal Services Agreement (hereinafter "Agreement") for single-family detached residential collection, single family attached residential collection and certain, small multi-family units and complexes in the City of Elmhurst to become a part of the final Agreement, as attached hereto as Attachment G. The Agreement shall not include large multi-family, commercial, industrial or institutional properties within the City of Elmhurst.

0. Statement of Qualifications and Proposal Opening Procedures

The procedure for selecting the vendor that will be chosen as the City's Contractor shall be as follows. The submittal shall consist of two parts: the "Statement of Qualifications" and the "Sealed Proposal".

It is the intention of the City of Elmhurst to review the Statement of Qualifications first by City staff and then recommend to the Public Works and Buildings Committee to identify qualified contractors. The Public Works and Buildings Committee will determine which contractors are qualified or unqualified to perform the work for the City of Elmhurst. The sealed proposals submitted by the contractors deemed qualified by the Public Works and Buildings Committee shall be opened by the City Clerk at a time and date to be announced. Those not chosen will be returned opened.

It Is the intention of the City to select the ultimate successful vendor on a basis of qualifications and price. The Public Works *and* Buildings Committee's selected vendor shall then be submitted to the Elmhurst City Council for its consideration.

Statements of Qualifications shall adhere to the requests made within this document and include necessary detail for proper vetting. The sealed proposal shall be made on the proposal form included in these instructions.

4. The Statements of Qualifications and Proposal Delivery Procedures

Sealed Statements of Qualifications and Proposals shall be delivered to the City Clerk, at the City of Elmhurst, 209 N. York Street, Elmhurst, IL 60126 by no later than 12:00 noon. on Friday, December 1, 2017. Sealed envelopes should be clearly labeled, "Sealed Proposal for Residential Solid Waste Collection and Disposal Services," with the following information: Contractor's name and address; date and time of opening. One original and five (5) copies of the Statement of Qualifications and Proposal should be furnished, along with the \$25,000 security deposit in the form of a certified check, cashier's check, or bond, payable to the City of Elmhurst. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the City of Elmhurst at the location stated In this paragraph.

Proposals arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used. Mailed Statement of Qualifications and Proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted or emailed proposals shall not be accepted, nor will the City transmit RFP documents to prospective Contractors by way of a facsimile machine, except for any addenda issued as specified in Paragraph S of this Overview.

5. Withdrawals; Declinations

A written request for the withdrawal of a Statement of Qualifications and Proposal may be granted and security deposit returned if the request is received by the Public Works Director prior to *the specified* time of opening. After the opening, the Contractor cannot withdraw or cancel its proposal for a period of sixty (60) calendar days, and such a proposal will be binding during that time.

6. Non-Acceptance of Proposals

No Statement of Qualifications and Proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the City, upon any debt or contract, or that Is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to faithfully perform any previous Agreement with the City.

7. Competency of Contractors

The opening and reading or posting of proposals shall not be construed as the acceptance by the City of the Contractors as being qualified, responsible candidates. The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish evidence as may be required by the City to evaluate its ability and resources to accomplish the services required by the specifications herein. The City shall unequivocally be the sole and final Judge of such competency, and their decision shall be final and not subject to recourse by any person, firm or corporation.

8. Mandatory Pre-Submittal Meeting; Addenda

A mandatory pre-submittal meeting will be held for the purposes of familiarizing all Contractors with the required services, answering questions, and to facilitate the issuance of addenda if needed for clarification of the RFP documents. This meeting will occur on Monday, November 20, 2017, at 10:00 a.m. in Elmhurst City Council Chamber, 209 N. York Street, Elmhurst, IL 60126. Attendance at this meeting is mandatory. Proposals shall not be considered by Contractors who did not attend this meeting.

Any questions that arise after that time must be made in writing, and shall be addressed to Howard Killian, Director of Public Works and sent by mail to 209 N. York Street, Elmhurst, IL 60126. The written questions, along with the City's responses, will be circulated to all known potential Contractors without identifying the party submitting the questions. The cut-off receipt of additional questions shall be 5:00 p.m. on Monday, November 21, 2017, in order to facilitate preparation of any addenda. No inquiry received after that time shall be given consideration. Replies and/or addenda will be e-mailed to all known potential Contractors by 5:00 p.m. on Monday, November 27, 2017. Receipt of any addenda must be acknowledged in writing as part of all submitted proposals. Contractors shall be responsible for ensuring that they have received any and all addenda. The City shall not assume responsibility for the receipt by the Contractor for any addenda.

9. Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the Information, instructions, and specifications. Contractors are expected to fully Inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractors' own risk. No plea of error or plea of ignorance by the Contractor of the conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations *and* investigations will be accepted as a basis for verifying the requirements of the City. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

10. Checklist of Submittals

The checklist of submittals Is furnished only to help the Contractor ensure that a complete proposal is submitted. It is not a substitute for the careful reading of and response to all of the RFP documents.

11. Proposal Security

Each proposal shall be accompanied by a security deposit, which shall be in the form of a certified check or bank's cashier's check or surety bond in the amount of twenty-five thousand dollars (\$25,000), made payable to the City of Elmhurst. Proposals submitted without the required security shall be rejected.

After formal written notification by the City that an Agreement has been established, *the* proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter Into an Agreement and submit the required bond, and the Contractor shall be liable for any damages the City may thereby suffer.

Proposal securities shall be released as follows:

- (a) The successful Contractor's security shall be retained until the required performance bond has been furnished;
- (b) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors.

12. Statement of Certification

The enclosed statement of certification must be signed and submitted in order for a proposal to be considered, it is necessary that this be done under oath; therefore this form must be notarized.

13. Rejection; Waiver

The City reserves the right to reject any and all proposals; waive formalities, technical deficiencies, and Irregularities; or otherwise, solicit new proposals if some other manner of negotiation better serves its interests.

14. Award of Contract

Upon the concurrence of the City, the Contract will be awarded to the lowest, responsive and responsible Contractor whose Statement of Qualifications and Proposal will be on an overall basis most advantageous to the City. Price, conformance to specifications, and other performance factors will be considered as elements of a responsible proposal at the sole discretion of the City.

B. GENERAL INFORMATION- CURRENT PROGRAM

1. Purpose of this Section

This Section contains general information. Descriptions of the current refuse, recyclables, and yard waste collection programs are provided only as an orientation.

2. Description of the City of Elmhurst

The City of Elmhurst is a suburban, residential community in Du Page County with a current population of approximately 44,121. The City's solid waste contract is anticipated to cover approximately 13,360 units. There are currently 150 centerline miles of streets in the City. The total area of the City is approximately 10 square miles.

3. Description of the City's Current Solid Waste Program

Refuse, yard waste and curbside recycling services are currently provided on a once per week basis. These services are provided on Wednesday, Thursday, and Friday in accordance with the map included in these Instructions as Attachment A.

Refuse

Refuse collection is currently based on a Modified Volume Based fee structure. Residents are charged a monthly fee for collection of refuse per week which is billed by the City. Fees are based on the size of wheeled cart used by the resident. Current totter breakdown 1> approximately 9,366 — 65 gallon and 3,994 —95 gallon.

Between January 1, 2016, and December 31, 2016, an average of 1,046 tons of refuse per month was collected and disposed of through the City's current contract according to our current Contractor.

Recycling

Recycling collection is based on a monthly fee which is included in the monthly refuse collection bill.

Items *collected* through the recycling program include:

glass food and beverage containers; metal cans; aluminum cans, foil, pie plates; aerosol cans; six and 12 pack plastic rings; # 1 and #2 plastic food and beverage containers; #3 plastic bottles; #4 plastic containers; #5 plastic food containers; tinned steel containers including paint cans; aseptic packaging; gable top containers and mixed paper (magazines, catalogs, telephone books, junk mail, high grade paper, wet strength carrier stock, and frozen food packages); used motor oil in clearly marked separate containers not to exceed one (1) gallon.

Between January 1, 2016, and December 31, 2016, an average of 452 tons of recyclables per month was collected in Elmhurst according to our current Contractor.

Yard Waste/Leaf Pick-Up

Yard Waste is offered from April through November of each year. The program is based on a per sticker basis. All yard waste must be placed in either a paper yard waste bag or a rigid, reusable container with a sticker affixed to each bag or container or bundled with a sticker affixed to each bundle. Yard waste bags or containers may not exceed 33 gallons in size nor may they exceed 50 pounds in weight. Bundles may not exceed four feet in length and 50 pounds in weight. Each household is limited to two bundles per week. Between April 2016 and December 31, 2016, an average of 214 tons of yard waste was collected. The Contractor shall also offer two (2) 1-week free collections of yard waste at the date set annually by the City.

Spring Cleanup

During Spring Cleanup (free pickup) of 2017, a total of 636 tons of garbage was collected in Elmhurst according to our current Contractor.

The Contractor is responsible for the production and distribution of all refuse and yard waste stickers to the various sale locations.

New services being considered:

Refuse Containers:

The residents shall be offered a new refuse toter in either a 35-gallon, 65-gallon or 95-gallon size, as chosen by the resident. The contractor will provide these as part of the initial contract and will be responsible for replacing damaged units. The contractor shall provide, as part of this contract, a price for change-out to the customer which will include the new toter, and pick up of the existing toter. The contractor's proposal shall include the monthly price per size of toter which will be part of the base contract.

Recycling Containers:

The residents shall be offered new recycling toters in either a 35-gallon, 65-gallon or 95-gallon size, as chosen by the resident. The contractor will provide these as part of the initial contract and will be

responsible for replacing damaged units. The contractor shall provide, as part of this contract, a price for change-out to the customer which will include the new toter, and pick up of the existing toter. The cost shall be included with the refuse rate. Residents may have two different size toters.

Organic Waste Collection (Food Scrap):

A number of residents have expressed interest in an organic Waste Collection program. This will not be part of the base contract but shall *be* offered to all residents as a subscription service. The contractor shall provide a cost to the resident, which will be billed by the contractor directly to the resident for service on a weekly, monthly or annual basis. Such fee shall include the supplying of toter of either a 35, 65, or 96-gallon size to be used for the program, collection and proper recycling of the material collected. The contractor proposal shall include the monthly price per size of toter, which will not be part of the base contract.

Pumpkin Collection:

The City has been working annually with SCARCE in Pumpkin Composting. The contractor, as part of this contract, will be required to provide one (1) 20-yard container at the Public Works Facility on a date selected by the City for pumpkin collection. The pumpkins collected shall be taken to an approved composting facility. The cost of the program shall be included at no extra cost to the City.

Electronic Recvclinp:

The City Is interested in offering an electronic recycling program to its residents throughout this contract. This can be a curbside collection, drop-off location, or an annual event. The contractor, as part of their proposal, shall offer a program to the City for consideration. The proposal must Include detail of the program and cost to either resident or the City. The City *reserves* the right to accept or deny any program offered.

Household Hazardous Waste:

The City is interested in offering a household hazardous waste program to Its residents throughout this contract. This can be a curbside collection, drop-off location, or an annual event. The contractor, as part of their proposal, shall offer a program and cost to either the resident or the City. The City reserves the right to accept or deny any program offered.

Back Door Pick-up:

There has been some interest in offering residents a backdoor/garage pick-up. This would be offered City-wide but would be an individual subscription with the waste hauler. The City would still bill for the base collection and this additional service would be billed directly to the homeowner.

C. GENERAL INSTRUCTIONS

1. Statement of Qualifications/Proposal Package

It is intended that the specifications in Sections C and D, as appropriate, shall become part of a written and signed Agreement with the successful Contractor.

2. Format for Submissions

A properly prepared submittal shall consist of a Statement of Qualifications to be composed at the vendor's discretion. The Statement of Qualifications shall highlight the firm's history, existing clients, qualifications to perform the work, company structure, available manpower and equipment and past performance for municipalities in natural disasters. The Statement of Qualifications may also contain additional information that the firm feels may be helpful to *the* City in making a selection. The Statement of Qualifications shall accompany the sealed proposal form. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration.

All blanks on the price quotation sheets and schedules must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant blank on the price quotation sheets must have the words "No quotation" entered thereupon.

All commentary in the narrative where the Contractor addresses specifications should refer to the Section and subsection letter number (i.e. D-4) where appropriate and should be discussed sequentially insofar as is possible.

4. Minimum Specifications; Deviations

Each specification included in this package describes the services which the City feels is necessary to meet performance requirements of the City and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed, and a justification shall be stated for such alternatives.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or non-acceptability of any and all alternatives and deviations and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of an Agreement. The City shall unequivocally be the sole and final judge as to whether any alternative or deviation is an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

5. Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the service required to be provided under the enclosed specifications, including, but not limited to, types of housing, population density, roads, traffic patterns, collection procedures required, labor required, and all other factors which would affect execution and completion of the work covered by this proposal.

The City street map enclosed with these RFP documents (Attachment B) outlines the corporate boundaries of the City. These maps shall govern as the service area of this Agreement. Any changes to the boundaries or service areas as the result of events including, but not limited to, annexations; zoning actions; site plan approvals; or construction, shall be communicated to the Contractor by the City and *be* included in the Agreement.

5. Contractor Information

The Contractor shall furnish the following information:

- (a) A qualification statement. Use the form provided, labeled Schedule 3 C.
- (b) A list of areas or municipalities currently serviced by the local operating facility which will serve as the City of Elmhurst's operating location and for which the Contractor furnishes or has furnished refuse, recyclables, and/or yard waste collection for a period of at least one year within the last three years. Refuse programs should be marked to indicate if they are Volume Based (basic or modified) or flat rate programs. Use the form provided, labeled Schedule 3 A.
- (c) A complete list of the Contractor's vehicles to be utilized in the City in the performance of this Agreement. Use the form provided, labeled Schedule 3 B. The City is interested in green fleets. Please note how many vehicles to serve Elmhurst will be alternate fuel (i.e. natural gas) vehicles.
- (d) A statement guaranteeing that all recyclables and organic waste shall be delivered to a mutually acceptable materials recycling facility.
- (e) Contractors should use extra copies of schedules or supplemental sheets as necessary to supply Information.

6. GENERAL SPECIFICATIONS- SCOPE OF SERVICES

The following are General Specifications which shall be incorporated and made a part of any Agreement awarded.

1. Intent

It is the intent of this Agreement to obtain throughout Its term clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recyclables, and yard waste from residential properties in the City of Elmhurst. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Agreement is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

2. Definitions

For the purposes of this Agreement, definitions of certain terms shall be as listed below. Other terms shall be as defined in applicable subsections,

- (a) "Refuse" shall mean all discarded and unwanted perishable and nonperishable household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily *used*

for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspapers, books, magazines, and catalogs; boxes and cartons; cold ashes; furniture, furnishings, and fixtures; household appliances of all kinds; tires, textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items, For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

- (b) "Recyclables" or "Recyclable Material(s)" shall mean at a minimum brown paper bags, corrugated boxes, frozen food packages, magazines & catalogues, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, aseptic packaging & gable top containers, formed steel containers, glass bottles & jars; used motor oil; PET (#1) plastic containers; plastic six and twelve pack rings; HOPE (#2) plastic containers, #3 plastic bottles, #4 plastic containers; #5 plastic food containers; steel cans; steel paint cans & lids, in addition to any other items which become acceptable at material processing facilities.
 - (c) "Yard Waste" (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants, and flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse unless the composting facility will accept it. If the composting facility will accept Christmas trees and other holiday greens, they are to be transported in a separate truck intended for compost waste.
 - (d) "Household Construction and Demolition Debris" or "Debris" shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight. Materials not conforming shall not be considered as household construction and demolition debris, and shall be subject to special collection requirements as specified in Paragraph 21.
 - (e) "Stop" shall be defined as any single family detached, duplex, and single family attached (townhouse), which is not located within a complex in which refuse generated from the residents is placed in a common waste container (i.e. a dumpster or roll-off); the term "stop" shall be synonymous with the term "household." In this instance, single households will be counted for the purpose of defining the extent of the collection services to be provided and of determining the amount of refuse, recyclables, and yard waste to be collected.
- 10 "Curbside" shall mean adjacent to the street pavement, alley pavement, and gutter and within five feet thereof.
- (g) "Large Household Item" (also known as "bulk item") shall mean any discarded and unwanted large household appliances and furnishings, including, but not limited to: refrigerators,

freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture.

(h) "Disposal Unit" shall have different meanings as follows:

- (1) The City has provided wheeled carts to households for curbside refuse collection. The wheeled carts specified for use in this RFP have been designed to contain solid waste including recyclable materials, garbage, refuse and rubbish. The wheeled carts will be supplied at the Contractor's expense. As part of the Agreement, the successful vendor shall supply a wheeled cart to *each* residence. The cart shall be either: 35-gallon, 65-gallon or 95-gallon in accordance with what the resident has requested. The carts are serviceable by both semi-automated and fully automated collection systems. Each cart has a separate serial number for identification purposes. At the conclusion of the five (5) year contract, the wheeled carts distributed to residents will remain the City's property. The 65-gallon recycling cart shall be handled in a similar manner. The carts will be supplied by the Contractor at his expense; there will be no additional compensation for supplying carts. The Contractor shall include these carts in the fee for services. Large, bulk items *such as* rolls of carpet, furniture, and white goods are collected for a cost requiring additional refuse stickers which must be affixed to the item.

Residents may request to exchange their cart for a different size. The Contractor shall deliver the requested cart and may charge a fee not to exceed \$15.00.

Maintenance: The Contractor will be responsible for the maintenance and replacement of carts that are malfunctioning, damaged or missing at the Contractor's expense. The Contractor shall fix or replace carts within one (1) week of a reported problem, and collect unstickered bags/containers equivalent to the capacity of the cart under repair. New, damaged, and/or repaired carts shall be picked up and delivered as needed at least once per week.

- (2) For the purposes of yard waste collection, a "disposal unit" shall mean one (1) biodegradable two-ply, fifty (50) pound wet-strength Kraft paper bag designed for yard waste collection not to exceed thirty-five (35) gallons in capacity and fifty (50) pounds in weight, containing "yard waste" as herein defined, or one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-five (35) gallons in capacity or fifty (50) pounds in weight, or two (2) securely tied bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length.

(i) "Rear Door" shall mean adjacent to or within ten feet of the rear of the residence.

"Electronic Waste" or "E-Waste" shall be defined as the materials listed in the Illinois Compiled Statutes Section 415 ILCS 150/95.

(k) "White Goods," shall mean large household items that contain CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls).

3. Scope of Work

The Contractor shall be the exclusive refuse, recycling and yard waste collector for single-family attached and detached residences (hereinafter referred to as a single family) within the City boundaries.

The Contractor shall be responsible for everything required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste, and make all of the necessary arrangements for the delivery of all recyclables to an agreed upon location or otherwise as designated by the City.

The Contractor may, at its option, contract separately with businesses, Institutions, and agencies for collection service outside the scope of this Agreement, subject to all individual City codes and ordinances governing private refuse collectors generally, and providing that such operations shall not interfere with the satisfactory performance of the work under this contract. Any contracts *between* the Contractor and businesses, multi-family complexes, institutions, and agencies shall covenant that said Agreement shall not interfere with the terms and conditions set forth under this Agreement.

4. Agreement Term

The Initial term of this Agreement will be five (5) years commencing on April 1, 2018, and shall remain in full force and effect through midnight on March 31, 2023. At the expiration of the initial five (5) year term, the City reserves the right to renew and extend this Agreement an additional three (3) years. If such an extension is desired by the City, the Contractor will be notified no later than 150 days before the expiration of the initial five (5) year term.

Commencing not less than five (5) months (150 days) prior to the commencement of the extension of the Agreement, the City, and the Contractor shall engage in good faith negotiations to develop solid waste collection rates attributable to the forthcoming years in question. Among the factors to be considered shall be increased or decreased costs incurred by the Contractor, and increases in the Contractor's productivity, the Contractor's service since the beginning of the Agreement, and prices paid in comparable communities. In the event the City and the Contractor are unable to agree upon a suitable price, either party may terminate this Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of this Agreement.

5. Program Design Refuse

All "households" as defined in Section D-2, located within the City's corporate boundaries shall be provided with weekly collection and disposal of all "Refuse" as defined in Section D-2, all Household "Construction and Demolition Debris" as defined In Section D-2, and all "Large Household Items" as defined in Section D-2.

Yard Waste

All "households" as defined in Section D-2, located within the City's corporate boundaries, shall be provided with the weekly curbside collection and proper disposal of all "Yard Waste" as defined in Section D-2. Weekly yard waste collection shall begin each year on April 1 and end on November 30 of that same year with the City having the option to extend the program through December 31.

The City requests the Contractor provide a proposal for a separate leaf disposal sticker or another alternative for the collection of leaves. For purposes of the proposal and for collection, leaves must be contained separately from all other forms of "Yard Waste" as defined In Section D-2.

Recycling

All "households" as defined In Section D-2, located within the City's corporate boundaries shall receive weekly collection of all "Recyclable Materials" as defined in Section D-2.

Recyclable Materials set out for collection will not require a waste disposal sticker attached and will be collected and taken to the appropriate location. Residents may place unlimited amounts of acceptable recyclable materials for collection by the Contractor, so long as the resident uses only the recycling cart(s) as the disposal unit.

General

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "Disposal Units." Under the modified volume-based system, there shall be no sticker required for the first one (1) approved Disposal Unit of Refuse (as defined in Section D-2) set out for collection each week. Residents will be allowed to place unlimited amounts of Disposal Units of Refuse for collection and disposal as long as a pre-paid sticker is attached to each Disposal Unit set out in addition to the initial one (1) Disposal Unit. Second and subsequent containers shall not exceed 35-gallon capacity and need not bear the City logo. Any style second or subsequent container appropriate for manual or automated lifting is acceptable as long as it is stickered.

Recyclable Materials set out for collection will not require a waste disposal sticker attached and will be collected and taken to the appropriate location. Residents may place unlimited amounts of acceptable Recyclable Materials for collection by the Contractor.

Yard Waste and leaves set out for collection will be done so on a pay-per-unit basis. As such, residents will be allowed to place unlimited amounts of Disposal Units of Yard Waste at the curb for collection and disposal as long as a pre-paid sticker is attached to each Disposal Unit set out.

The City of Elmhurst does not require any rear door collection of refuse, recycling, yard waste or large household items.

6. Prices for Modified Volume Based Collection Services

In response to this REP, the Contractor shall agree to provide the weekly Refuse, Yard Waste, and Recyclables Collection service specified in these documents, utilizing flat rate costs for the various wheeled cart container sizes, disposal stickers, and yard waste disposal stickers at the rates shown on the price quotation sheets attached, Appendix 2 Proposal Form.

7. Collection of Fees

The City will perform all billing and collection on all flat fees for Refuse, Yard Waste, and Recyclables collection from all customers, excluding collection of fees for special pickups. This does not include preparation/sale of stickers or bags except as an outlet for the Contractor as provided elsewhere in this document.

8. Payment for Services

The Contractor shall receive payment for all services described in this section through the flat rate fee for one Disposal Unit of refuse per week for the appropriate size selected plus the sale of waste disposal stickers. Payment from the City to the Contractor will be the appropriate flat monthly fee multiplied by the number of stops utilizing that service.

9. Sticker Distribution

The Contractor shall be responsible for the printing, distribution, and sale of an ample supply of waste disposal stickers. The Contractor shall arrange for a minimum of six (6) local retail outlets to aid in the sale of the stickers. The City also agrees to act as a disposal sticker retailer for the Contractor. The Contractor shall also make disposal stickers available through the mail. The Contractor shall be authorized to add the cost of postage only to the cost of disposal stickers sold through the mail. The City shall not incur any liability for payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for the collection of sticker sale proceeds, Residents shall have the right to purchase stickers in as small a quantity as one (1) sticker at a time.

The Contractor shall be permitted to sell stickers to retailers on a billable basis only. The Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out, Retailers will be required to pay the Contractor for any previous order of disposal stickers before additional sticker orders are filled except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the City of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

10. Sticker Design and Accountability

The City reserves the right to approve the form, design, and wording of the refuse disposal stickers before their fabrication. Disposal stickers shall be produced on paper and have an elongated rectangular form meeting approval of the City. The front of the disposal sticker shall be of a bright, neon-colored background and bear the Contractor's name and phone number and the City's logo. In addition, the front of the sticker shall have the word "address" with space for residents to write their address if they so desire, and shall also have the date this contract expires listed as an expiration date.

The back of the sticker shall list instructions for proper use of the stickers as well as other information pertinent to the "pay-per-bag" program.

The Contractor is responsible for all accounting of stickers. The City recommends the use of serial numbers to aid in accounting and deter counterfeiting. The City shall not be held liable for any counterfeiting of stickers that may occur.

Stickers shall have a pressure sensitive adhesive which will effectively adhere to disposal unit containers in all weather conditions.

11. Honoring All Stickers

The Contractor shall agree to honor all refuse disposal stickers purchased by residents throughout the term of this Agreement regardless of the price at which the disposal sticker was purchased.

The Contractor shall provide the same level of service for previously purchased disposal stickers as is provided for disposal stickers sold at an adjusted sale price. For this reason, stickers shall *be* produced without a price printed on them.

12. Sticker Handling Fees and/or City Service Charges

The City reserves the right to allow retailers to charge a markup (handling fee) to prevent loss of revenue from credit card purchases. This markup will be limited to 2% above the Contractor's quoted Yard Waste sticker price. Such a markup shall be added only at the retail level by the retailer and shall be retained by the retailer.

13. Recyclable Materials

All Recyclable Materials as defined in Section D-2 shall *be* collected from each household by the selected Contractor on a weekly basis. A waste disposal sticker shall not be required to be attached to any recyclable materials prepared and set out properly by the residents.

The Contractor shall accept co-mingled recycling. The Contractor shall specify the manner in which the recyclable materials will be collected and sorted by the Contractor; I.e. stop sort, sorted at the processing facility, and the like.

The Contractor shall also specify in the proposal the method in which recyclables are to be specifically prepared by the household for collection; Including, but not limited to, rinsing, label removal, flattening, etc. It is the City's preference that the methods of preparation be maintained for the recyclable materials already collected In the City.

14. Additional Recyclable Materials to Be Collected

It is the intent of the City to expand the list of acceptable items for recycling as markets develop. The City and the Contractor will periodically, and at least annually, review the list to determine which items should be added. Any additions shall be made at no additional cost to the City or customers. The City also requests that the Contractors provide an expanded list of recyclables with their REP submittal.

15. Spring Clean-Up

Beginning in April 2018, the Contractor shall provide one (1) collection Saturday annually during which the Contractor shall collect from each customer receiving single-family residential scavenger service, an unlimited amount of refuse. On said Spring Clean-Up Day, customers shall not be limited to the number of refuse containers. Historically, Spring Clean-Up occurs on consecutive Saturdays of April/May, but the City reserves the right to change the day of the pick-up.

The Contractor shall identify the cost of this "spring clean-up" in the attached Appendix 2 Proposal Form. The City requests that the rate be determined at a per-ton of refuse collected rather than a single flat rate for the entire event.

Spring Clean-Up shall be provided on a Saturday designated by the City each spring. The City shall give the Contractor forty-five (45) days prior notice of the collection week during which the Spring Clean-Up shall occur. Attached is a copy of "Attachment C", an information sheet distributed by the City that explains set-out rules and restrictions for Spring Cleanup. Spring Cleanup days for 2018 are:

- Zone 1 —April 21"
- Zone 2 —April 7th"
- Zone 3 —April 14th

General guidelines for materials collected are as follows:

- (a) Unlimited pick-up items are separated from regular household refuse, recyclables and yard waste.
- (b) Pick up begins the day of regular pick up and continues until all Items are collected.
- (c) Materials are picked up from the parkway only.
- (d) Materials must be in containers or bundles not exceeding fifty (50) pounds with the exception of bulk Items.
- (e) No loose construction material is permitted. Construction material is limited to two (2) cubic yards per stop.
- (f) Concrete, bricks, broken glass, stone, fences not in containers are not included.
- (g) Household hazardous waste, liquids, and yard waste are not included.

Additional types of materials to be collected and the sorting of materials will be specified in the rules promulgated by the Contractor and approved by the City.

Approximately a total of 636 tons of refuse were collected In Elmhurst from the last Spring Clean Up.

16. Days of Collection

It is the intent of the City to maintain its existing collection schedule of collection of all refuse, recycling, and yard waste (in season) from all households covered by the this Agreement. The collection day shall be Wednesday, Thursday, and Friday each week, except as adjusted by holidays in accordance with the attached map (Attachment A").

17. Hours and Standards of Collection

The Contractor shall not commence work before 7:00 a.m., and shall cease collection activities by 7:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall be responsible to collect all Refuse, Recyclables, and Yard Waste from the curbside. All such materials shall be properly prepared as specified In subsection D-2. The Contractor shall not be responsible for collection of items that are not properly prepared provided that the Contractor places a

sticker or notice in a form acceptable to the City on *any* item(s) not collected indicating the reason why it could not be collected. Residents are also responsible for placing Disposal Units close to the curb (or in those areas without curbs, placing them in an equivalent position), or in the otherwise appropriate location so that they are easily accessible to the Contractor. The City agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by as residents with such requirements.

The Contractor shall return all Disposal Units (additional, non-wheeled containers upside down *where* practical) at each Stop to the general location at which they were found, except that all Disposal Units shall not be placed in the middle of driveways, in driveway aprons, or near the curb in such a manner as to risk their blocking the sidewalk, falling into the street, or being hit by a vehicle.

The Contractor shall handle all Disposal Units with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto City parkways, premises, curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. The Contractor shall not be responsible for collecting or cleaning up Refuse, Recyclables, or Yard Waste litter that has blown, fallen, leaked or been scattered from carts, bags, cans, bins, or other Disposal Units onto private property.

18. Holidays

For the purpose of this Agreement, the following holidays shall be deemed official holidays:

- New Year's Day
- Memorial Day (fourth Monday in May)
- Independence Day
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day

Should any of the aforementioned occur on a regularly scheduled collection day, the collection shall be rescheduled to the next day.

19. Missed Pick-ups and Complaints

The Contractor shall have a "Route Supervisor" on duty and available to City staff on the days of collection. The "Route Supervisor" shall be able to respond to City Hall or to residents upon said notice to help resolve any issues.

The Contractor shall promptly investigate and courteously resolve all complaints of missed pickups, and shall arrange for collection of missed pickups found to be valid within twenty-four (24) hours after a complaint or notification is received. Residents shall have twenty-four (24) hours from the end of the collection day to report a missed pick-up. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the City agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pickups.

In the event of valid complaints for other Incidents, including, but not limited to, breakage of glass during collection of Recyclables; Items of Refuse, Recyclables, and/or Yard Waste dropped during collection; and the like that are not cleaned up by the collection crew, the Contractor shall immediately

arrange for clean-up after a complaint or notification is received. The subject area must be cleaned up immediately and in no case longer than twenty-four (24) hours from the time the incident is reported.

The Contractor shall maintain a daily log of complaints received using a form acceptable to the City. A copy of these complaints and their resolution shall be given to the City at the end of each month.

20. Collection from City Facilities

The Contractor shall provide, at no additional cost to the City, Refuse, Yard Waste and Recyclable Materials collection and disposal, including the furnishing of all needed Disposal Units, to all City-owned facilities, including the Elmhurst Public Library and Elmhurst Historical Museum.

Elmhurst currently requires collection of Refuse, Recyclables, and Yard Waste as follows:

- a) City Hall (209 N. York) Refuse (1-2 yard) and Recyclables (2-2 yard), collected twice per week.
- b) Public Works (985 S. Riverside Dr.)• Refuse (1-2 yard), Recyclables (1-8 yard) and Rolloffs (1-20 yard) collected once per week.
- c) Fire Stations #1 (404 N. York) and #2 (605 S. York) Refuse (1-2 yard) and Recyclables (1-2 yard) collected once per week.
- d) Elmhurst Wastewater Treatment Plant (625 S. Route 83) Refuse (5-1-1/2 yard and 1-2 yard*), Recyclables (1-2 yard) and Rolloffs (1-10 yard custom equipment), collected once per week.
 - Needs site survey non-standard material.
- e) Library (125 S. Prospect Ave.)• Refuse (1-2 yard) and Recyclables (1-2 yard) collected once per week.
- f) Elmhurst Historical Museum (120 E. Park Ave.) Refuse (2) and Recyclables (1-cart) collected once per week.
- g) Police Station (125 E. First St.) Refuse (1-2 yard) and Recyclables (1-2 yard) collected once per week.
- h) Central Business District (CBD) Collection all on-street Disposal Units (including permanent and temporary) placed by the City in various locations throughout the Central Business District (Attachment D), York and Vallette (Attachment E) and Spring Road (Attachment F) three (3) times per week, Monday, Wednesday, and Friday mornings. These Disposal Units are shown on a map (attachments D, E and F), which are included in these instructions. The location and number of Disposal Units within the business districts are subject to change, no additional compensation shall be paid for additional Disposal Units.

21. Special Pickups

Any residents wanting to dispose of large quantities of Refuse, Yard Waste, or Debris shall have the ability to obtain competitive prices for such services from local based Contractors and select any Contractor they desire to perform such services. The resident will be responsible for the payment of said services. The decision of any City resident to hire a private Contractor for special pickups shall have no effect on the terms of this Agreement.

22. Christmas Tree/Holiday Greens Collection

The Contractor shall provide a special collection for Christmas trees and other Holiday Greens for a three (3) week period during the first three weeks in January. The Contractor agrees to perform this once-per-year service at no charge to either the City or customers during the entire term of this Agreement. All Christmas trees and other Holiday Greens will be disposed of in the same manner as yard waste.

23. History of Emergency Responses

The Contractor shall, upon the request of the City, be available in a timely manner to provide cleanup services for natural disasters for public and private properties at a per hour, two (2) man truck fee. The Contractor shall bill the City the total amount. The fee shall be in effect during the entire term of this Agreement. List each of the times within the last five years that your firm has assisted a municipality or other agency in debris management from a natural disaster (on attached Schedule 3 - D.)

24. Proper Disposal or Processing

(a) General Requirements

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations.

The Contractor shall be responsible for all collection and transportation costs necessary to bring Refuse and Yard Waste to a disposal site and shall be responsible for the payment of all tipping fees for Refuse and Yard Waste. The term "disposal" shall have different meanings. For Refuse, it shall mean landfilling; for Yard Waste, it shall mean composting or an equivalent agronomic application. The term "disposal" shall not include "processing" of recyclables. The Contractor shall be responsible for all collection and transportation costs necessary to bring Recyclables to an agreed upon recyclable materials processing facility or other site designated by the City.

All Refuse, Yard Waste, and Recyclables collected shall be removed from the City as soon as the materials are collected, but in any event, no later than 7:00 p.m. on the date of collection. The Refuse and Yard Waste shall be disposed of and the Recyclables taken to the appropriate location.

(b) Disposal of Refuse

The City reserves the right to approve the landfill site location the Contractor intends to use for the disposal of Refuse collected. The Contractor shall provide the name and location of this disposal site.

In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that compensation for any changes in the cost of disposal created by the use of such site will be negotiated between the City and the Contractor prior to its use. The Contractor may recoup additional transportation costs from the City if the City requests an alternate site.

The Contractor shall identify the location of any transfer station to be utilized and describe the ownership of that transfer site. In addition, the Contractor shall identify which local office of their firm shall be the operating headquarters for servicing the City.

(c) Yard Waste Requirements

Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted composting facility of sufficient capacity for the disposal of yard waste. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations governing the disposal of Yard Waste at such a composting facility.

The Contractor shall furnish the name and location of the composting facility intended to *be* used during the term of this Agreement. Upon request of the City, proof that such facility complies with all laws and regulations governing such facilities shall be furnished to the City. The City reserves the right to visit and inspect such Facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the City of any changes. Upon request of the City, the Contractor shall furnish evidence of arrangements assuring the availability of adequate composting facility capacity for disposal of Yard Waste collected under this Agreement.

(d) Recycling Requirements

Throughout the term of this Agreement the Contractor shall deliver all Recyclables collected In the City to an agreed upon recyclable material processing facility or other site designated by the City. The Contractor shall furnish the name and location of the facility intended to be used during the term of this Agreement. The Contractor shall be responsible for payment of all necessary fees that may be charged by the facility or other site designated by the City.

No disposal of Recyclables in a landfill or incinerator by the Contractor shall occur without the City's knowledge and prior authorization. Should such disposal occur without the City's knowledge and authorization, it may result in termination of this Agreement. Upon request of the City, evidence deemed acceptable by the City shall be submitted as proof that all Recyclables collected In the City are being delivered to the agreed upon facility or other site designated by the City of Elmhurst.

25. Revenues from Recyclables

The Contractor shall retain 100% of the profits from the sale of Recyclable Materials and all recycling revenues paid to the Contractor. These profits should be reflected in the competitive pricing of other units of service within this Agreement.

26. Report Cards

The Contractor shall implement a public Information program whereby the Contractor's employees will leave Recyclable Material that is Improperly prepared at the curb in the recycling cart along with a checklist ("report card") indicating the reason the Recyclable Material was rejected.

The Contractor shall also implement a public information program whereby the Contractor's employees will leave Refuse, Bulk Items, White Goods and Landscape Waste at the curb when it has been improperly prepared along with a "report card" indicating the reason the materials were rejected.

The "report cards" shall be initiated by the Contractor's employees for tracking purposes. The contents of the written report cards must be approved by the City before Implementation of the report card program by the Contractor. Sample report cards should be attached to the proposal forms.

27. Data Collection and Reporting

The Contractor shall collect and maintain accurate data, records, and receipts, and shall provide electronic and hard copy reports to the City pertinent data of the refuse, recyclables and yard waste collection program, including, but not limited to:

- a) total weight and cubic yardage of refuse, recyclables, yard waste, and City office recycling program collected per month (separately listed);
- b) number and weight of white goods collected per month;
- c) number of **all** types of stickers sold per month at each outlet broken down by type of sticker and providing an aggregate number of sale for each type of sticker;
- d) total number of customers and stops;
- e) recycling participation rates; and
number, size, and type of Disposal Units delivered, picked-up and exchanged.

With reasonable notice, the Contractor shall permit the City or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all Refuse, Recyclables and Yard Waste which occurs under this Agreement. The City also reserves the right to receive copies of tipping receipts and marketing receipts, which shall be furnished upon request of the City.

Monthly reports containing the above Information shall be delivered to the City by the Contractor no later than 15 days after the close of the month. At the request of the City, reports shall follow a format prescribed by the City.

The Contractor shall also provide such additional data, Information, or statistical material concerning refuse, recyclables, and yard waste collection as may be reasonably requested by the City from time to time.

Notwithstanding the following, the Contractor shall cause the manufacturer or distributor of waste stickers to certify to the City every six (6) months during the term of this Agreement, the number of waste stickers delivered to the Contractor and the cost thereof.

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amount of City waste generation, diversion, and recycling or other reporting requirement as may be required by the State of Illinois, DuPage County, or other agencies during the term of this Agreement.

All reports, data, and information, once supplied to the City shall become the property of the City.

28. Compliance with Applicable Laws, Ordinances, and Regulations

The Collector shall comply with all applicable Federal, State, and local Laws, ordinances, rules, and regulations governing the collection, disposal, and processing of Refuse, Recyclables, and Yard Waste during the term of this Agreement. The Contractor shall be aware of State of Illinois legislation placing restrictions on disposal of certain wastes. It is agreed between the parties hereto that any significant fees, taxes, surcharges, assessments or any other cost of doing Its business levied, assessed, or charged to the Contractor by any Federal, State or local authority after the effective date of the Agreement shall be added to the fees and expenses due Contractor under this Agreement. Any changes to the Agreement in accordance with this clause will be negotiated between the parties in good faith.

29. Taxes, Licenses, Permits, and Certificates

The Contractor shall pay all sales, use, property, Income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this contract. By law, the City is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

Immediately upon the awarding of this Agreement, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Agreement.

30. Performance Bond/Letter of Credit

The Contractor shall initially post, and on each anniversary of the effective date of this Agreement, renew a Performance Bond or letter of credit which shall, at all times, be in the amount of \$1,000,000. Said performance bond shall be executed by and with a surety company acceptable to the City and shall be subject to approval as to form and content by the City Attorney. A letter of credit shall be subject to approval as to form and content by the City Attorney.

The successful Contractor shall furnish the performance bond or letter of credit within ten (10) days of the awarding of this Agreement. This Agreement shall not be signed until the bond or letter of credit is received and is reviewed for acceptability by the City. At the discretion of the City, failure to furnish the required bond or letter of credit within the time specified may be cause for rejection of the proposal and the award of the Agreement to another Contractor.

31. Independent Contractor

The Contractor shall be deemed to be an Independent Contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

32. Equal Employment Opportunity/Anti-Sexual Harassment Policy

During the term of this Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act/Illinois Human Rights Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

33. Non-assignment

The Contractor shall not assign or subcontract this Agreement or the work thereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the City, but the Contractor may perform its obligations thereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement.

34. Insurance

The Contractor shall carry all Insurance coverage required by law or which would normally be expected for the business of Refuse, Recyclables, and Yard Waste collection services. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage:

- (a) Worker's Compensation & Occupational Diseases Insurance Statutory amount for Illinois;
- (b) General Liability Insurance:
 - (1) Bodily injury, with limits of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate;
 - (2) Property damage, with limits of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate;
 - (3) Contractual insurance broad form, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- (c) Automotive Liability Insurance:
 - (1) Bodily injury, with limits of not less than \$1,000,000 each occurrence and \$5,000,000 aggregate;
 - (2) Property damage, with limits of not less than \$ 5,000,000 each occurrence and \$5,000,000 aggregate. This insurance must Include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- (d) Umbrella or excess liability coverage of \$5,000,000 per occurrence and \$5,000,000 aggregate.
- (c) The Contractor shall Include the City of Elmhurst as an additional named Insured for the purposes of solid waste collection in the City of Elmhurst on both General Liability and Automotive Liability Insurance policies. The insurance coverage shall be written with insurance companies acceptable to the City. All insurance premiums shall be paid without cost to the City. The Contractor shall furnish the City a Certificate of Insurance attesting to the respective insurance coverage for the full Agreement term. This Agreement will not be signed with the successful Contractor until proof of coverage and additional named Insured has been received and reviewed for acceptability by the City Attorney.

The City shall receive written notice of cancellation or reduction in coverage of any insurance policy not less than thirty (30) days prior to the effective date of cancellation or reduction. The Contractor will be responsible for obtaining new insurance coverage in this event.

35. Certified Financial

Each Contractor shall submit three (3) copies of the firm's Certified Financials going back at least three years.

36. Detailed Implementation Plan

Each Contractor shall submit with their proposal a detailed Implementation plan for the start-up of this new Agreement. The plan shall include the series of steps necessary and the amount of time each will take. The Contractor shall identify the overall time required for it to begin the program once Agreement has been executed.

37. Accident Prevention and Notification

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work of this Agreement. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the City, the Contractor shall immediately notify the City.

Upon request of the City, the Contractor shall provide such accounting of details and/or copy of written accident report as the City may require.

38. Damage

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from careless operation of vehicles or careless handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes, or recycling carts, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. The Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

39. Employees and Conduct

The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Agreement; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit any drinking of alcoholic beverages or use of any controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this Agreement. In the event that any of the Contractor's employees are deemed by the City to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the City, the Contractor shall remove such employee from work within the City and furnish a suitable and competent replacement employee.

The Contractor's drivers and crew members shall be attired at all times in a neat, professional manner. All permanent collection employees shall be required to wear a work uniform. Said uniform shall include a shirt or jacket which clearly indicates that the employee is employed by the Contractor. The City has the right to require or define what shall be considered suitable work clothes for collection employees.

All vehicle operators shall carry valid Illinois state driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

40. Non-Performance; Default

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the City shall reserve the right to determine if there has been sufficient cause to justify such lack of observance. If in the City's judgment sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this Agreement shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary correction, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this Agreement. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The City shall further reserve the right to terminate this Agreement.

41. Indemnity

The Contractor shall indemnify, defend, save, and hold harmless the City, Individually and collectively, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, Including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any Injury to or death of its employees, or Injury or death to any other person, or damage to or injury to real estate, or personal property, In any way resulting from, arising out of, in connection with, or pursuant to this Agreement, caused by the operations of the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

The Contractor shall, at Its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or Incurred in connection therewith; and if any judgments shall be rendered against the City in any such action, the Contractor shall, at Its own expense, satisfy and discharge same.

The Contractor further agrees to Indemnify, defend and hold harmless the City from all liability (Including attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (also known as Superfund) or comparable state law included as the result of the disposal under the Agreement after the date hereof of the City's waste materials at the landfill facility. It is understood and agreed that this indemnity shall be null and void in the event of any breach by the City of any of the terms of the Agreement.

For purposes of this indemnification, "Facility" shall mean those disposal facilities owned by the Contractor or owned by a company under common ownership and control of the Contractor.

The Contractor expressly understands and agrees that any performance bond or Insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City, and to pay expenses and damages as herein provided.

The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, Its agents, or employees.

42. Contractor Offices and Points of Contact

The Contractor shall establish and maintain an office through which it may be contacted directly, where the public and City personnel may call in or send inquiries and complaints, and where the public and City personnel may send and receive instructions. A point-of-contact within the Contractor's firm will be Identified to handle questions or issues that arise. The office shall be equipped with sufficient telephones and shall have a responsible person In charge during collection *hours*. This service shall be operated between the hours of at least 7:30 am. to 5:00 p.m., Monday through Friday, except during holidays as listed in Paragraph 18, or as otherwise directed by the City. The telephone service shall be a local exchange or on a toll-free basis. The City will publicize the customer service telephone number(s) of the Contractor. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for use by City personnel.

The Contractor shall also take out an advertisement in the next edition of the local telephone book to be issued, listing its name, office address, and telephone number.

The Contractor shall identify the location, telephone number(s), and mailing address of the office, the garage area, and any processing facility, that will be used to service the City. The City reserves the right to visit and inspect such facilities, with reasonable notice. The Contractor shall also notify the City of Its designated contact person(s) for the purposes of obtaining Instructions, answering Inquiries, and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with City personnel to resolve problems.

43. Vehicles

The Contractor shall furnish a complete list of the vehicles to *be* used in servicing this Agreement according to the format of Schedule 3-B attached to these specifications. Contractor shall clearly list type of fuel used by each vehicle. The City reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to determine additional details to evaluate the Contractor's proposal or to properly administer specifications of this Agreement. Upon request of the City, the Contractor shall demonstrate that collection equipment is suitable for the materials to be collected. The Contractor shall notify the City If there is any change in the number of vehicles being used.

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on City streets which leak any fluids from the engine or compacting mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no Refuse, Recyclables, or Yard Waste leaks, spills, or blows off the vehicles. Should any Refuse, Recyclables, or Yard Waste leak, spill, or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close openings, or due to the failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If *such* litter or fluids are not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed, except during collections *in* rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the City.

Refuse, Recyclables, and Yard Waste shall each be collected in separate vehicles and shall not be co-mingled.

44. Title to Refuse, Yard Waste, and Recyclables

Title to all Refuse and Yard Waste shall pass to the Contractor when the materials are placed into the collection vehicle. With regard to Recyclable Materials, the title shall pass to the Contractor when the materials are placed into the collection vehicle.

45. Notifications

Official notifications, whenever required for any purpose under this Agreement, shall be made in writing and addressed to the City of Elmhurst as follows:

City of Elmhurst
City Manager's Office 209 N. York Street Elmhurst, IL 60126
(630) 530-3010

If to the Contractor:
(to be provided by Contractor before execution of Agreement)

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

18. Local Improvements

The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the Refuse, Recyclables, and Yard Waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be *done* at no extra cost to the City or residents. The City agrees to work with the Contractor to resolve any problems due to construction activity.

19. Public Information

The Contractor shall assist the City in the development and maintenance of a Public Information Program in order to keep residents/customers informed on all aspects of the Refuse, Recyclables and Yard Waste pick up programs during the entire term of this Agreement.

Upon request, and no more than once per year, the Contractor shall provide the City with any educational materials deemed necessary by the City. Informational materials shall include, but are not limited to notices left at resident's property clearly explaining the reason(s) services (Refuse, Yard Waste or Recycling collection) were not provided and what actions, if any, can be taken by the resident in the future to ensure collection of materials. Such notices are to be written, designed and printed by the Contractor, but shall be approved in advance of their use by the City. Special circumstances such as a

change to federal, state or local laws, may dictate the need for additional public information materials to be created and distributed. The City will work with the Contractor to determine if additional public Information materials are necessary.

48. Transition Period/"Grace" for Customer's

For fifteen (15) consecutive working days commencing April 1, 2018, the Contractor shall accept and honor, without additional remuneration, Refuse, Recyclables, and Yard Waste set out for collection according to the prior Solid Waste Collection Agreement.

The Contractor shall leave specific information for *the* customer about any changes to the program if the items are not set out in accordance with the new Agreement provisions.

49. Contractor Transition

Should the City select a different Contractor at the expiration of this Agreement, the Contractor shall agree to refund to all customers the full purchase price of any Refuse, Yard Waste, and all other disposal sticker(s) (whichever is applicable) returned to the Contractor within sixty (60) days after such Agreement expiration. The Contractor shall reimburse retailers as appropriate for returned or unsold refuse, yard waste, and all other disposal sticker(s) (whichever is applicable) within sixty (60) days from the expiration date.

50. Law to Govern and Venue

This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be DuPage County, Illinois. Any references to laws In these specifications shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted Into this Agreement shall be deemed to be inserted herein.

The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this Agreement shall not affect the validity of the remaining portion of this contract so long as the material purposes of this Agreement can be determined and effectuated.

51. Successors and Assigns

This Agreement shall be binding upon the parties, their successors and assigns.

52. Number of Copies

This Agreement may be executed In any number of photocopied counterparts, all of which shall be considered an original for all purposes.

53. Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any specifications in this Agreement shall in no way affect the right of the City hereafter to enforce same. Nor shall waiver by the City of any breach of specifications in this Agreement be taken or held to be a waiver of any succeeding breach of such specifications in this Agreement, nor be taken or held to be a waiver of any specification itself.

54. Change in Service; Amendments

If the City should wish to change the type of service provided during the term of this Agreement, including, but not limited to, type of material collected, method of handling, and/or method of collection, the City shall have the option to Initiate the change In service by serving written notice to the Contractor at its designated place of business at least sixty (60) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in a written agreement executed by the parties.

55. Strikes

- (a) The Contractor shall be required to file proof with the City that It has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.
- (b) Should nevertheless, a strike occur which lasts more than seven (7) calendar days, the City shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this Agreement as the City deems necessary, and Contractor shall reimburse City for the cost of such collection.

56. Bankruptcy

The City shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by the Contractor or if proceedings in bankruptcy shall be instituted against the Contractor, or If the Contractor shall be adjudged bankrupt or a receiver of any property of the Contractor shall be appointed in any suit or proceedings brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of the City, immediately cease, determine and be forfeited and canceled. The Contractor warrants to list the City as a creditor In any bankruptcy filing.

57. Litigation

In the event that litigation should be filed against the City which contests the right of the City to award the limited exclusive Refuse, Recycling and Yard Waste collection status granted herein, the Contractor shall pay all legal fees and other costs incurred by the City in defending the terms of this Agreement. If a trial court should hold that the granting of this limited exclusive right was improper, either party may elect to terminate this Agreement upon at least 60 days prior written notice, provided, however, that the termination of the Agreement shall not end the obligation of the Contractor to pay the legal fees and costs of the City so long as such litigation is continued by any party.

58. Counterparts

This Agreement may be *executed* in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

APPENDIX

Attachments

- A. Service Route/Day Map (Provided for reference by the City)
- B. City of Elmhurst Corporate Boundaries Map (Provided for reference by City)
- C. Annual Spring Cleanup Brochure
- D. City of Elmhurst Central Business District- Map
- E. South York Street Business District • Map
- F. Spring Road Business District Map
- G. Residential Solid Waste Collection and Disposal Services Agreement (4 pages)

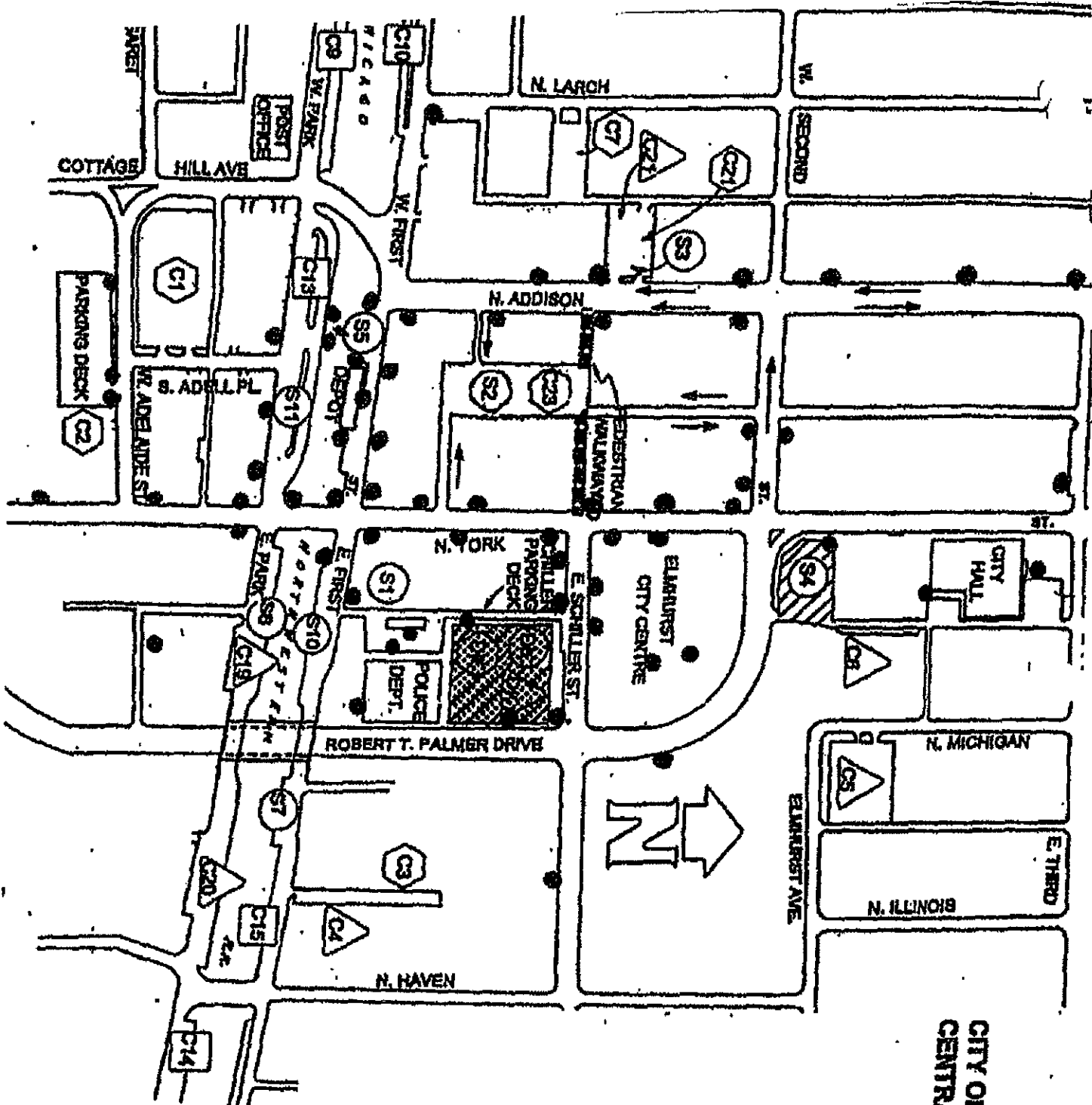
Checklist of Appendix Items, Schedules, and Submittals

- 1. Certification Form
- 2. Proposal Form
- 3. Schedules
 - A. List of Illinois municipalities served
 - B. Equipment Inventory
 - C. Contractor qualification statement (12 pages)
 - D. History of emergency responses
- 4. Description of any alternatives and/or deviations being proposed as part of contract

ITEMS 5 THROUGH 14 ARE TO BE CREATED/SUPPLIED BY THE CONTRACTOR AND INCLUDED IN THE SUBMITTAL:

- 5. Proposal Security Deposit (\$25,000.00)
- 6. Proposed Complaint Response Form
- 7. Proposed Monthly Report Format
- 8. Proposal for Public Information Activities
- 9. Sample "Report Card forms for refuse, recycling and yard waste
- 10. Location of Disposal Facilities (Refuse, Recycling, & Yard Waste)
- 11. EEO Policy Statement
- 12. Proof of Insurance
- 13. Three (3) copies of Certified Financial Statements
- 14. Detailed Implementation Plan

CITY OF ELMHURST CENTRAL BUSINESS DISTRICT



ATTACHMENT "D"



VILLAGE OF WILLOWBROOK

REQUEST FOR PROPOSAL RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE

MAY 2019

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SECTION I INTRODUCTION

A. DEFINITIONS

The following words and phrases, when used in this Request for Proposal document, shall have the meanings as specified herein.

Amnesty Day Collection: A once per year collection where residents can place at the curb an unlimited amount of refuse and not be required to sticker or be billed for such service. The Contractor and the Village shall agree upon the date of collection.

Aluminum Formed Containers/Wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Bulk Materials: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, televisions, bookcases, mattresses and box springs, other large household furniture, and large appliances, which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Catalog: A book made from either glossy or non-glossy paper stock, which contains an itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as paperboard) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

Chipping: The mechanical process of breaking up woody yard waste into smaller pieces to be used as landscape mulch or a bulking agent.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract: The following attachments shall be incorporated herein and shall constitute the Contract documents: the Request for Proposal Documents, including all addenda issued, the signed bid proposal, and any other documents as may be deemed necessary by the Village.

Corrugated Cardboard: A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

Curbside: A position immediately behind the curb and within the parkway area used for the collection of refuse, yard waste, and recycling containers.

Hard Landscape Waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

High Density Polyethylene (HDPE) Blow Molded Containers: Milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

Other High Density Polyethylene (HDPE) Containers: Margarine tubs, baby wipe containers, and other similar ejection molded containers used inside the home.

Household Construction and Demolition Debris: Waste materials from “do-it-yourself” interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Household Garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials.

Household Garbage shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, and other similar materials.

Juice Boxes: Aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondences.

Kraft Paper Products: Mailing tubes, wrapping paper, and other similar Kraft type paper items.

LDPE: Low density polyethylene.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed Papers: Stationary, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products.

Polyethylene Terephthalate (PET) Blow Molded Containers: Soft drink, liquor, cooking oil, personal care, and other similar blow molded containers used inside the home.

Other Polyethylene Terephthalate (PET) Containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Polystyrene (#6) Plastic Containers: Plastic deli containers, cottage cheese, yogurt, and other similar shaped containers.

Polystyrene (#6) Plastic Foam Containers: Foam drinking cups, plates, carry-out containers, egg cartons, meat and produce trays, and other similar foam materials.

Polystyrene (#6) Plastic Packaging Materials: White and clear packing grade.

Refuse: Household garbage, household construction and demolition debris, white goods, and bulk materials.

Refuse Containers: Refuse containers shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

Garbage Bag: A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automated lifting mechanism for collection. All toters must be approved by and/or supplied by the Contractor.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream.

Recyclable materials shall include aluminum cans, tin/steel/bi-metal cans, colored and clear glass bottles, plastics #1-7 bottles and containers, newspaper, magazines, catalogs, telephone directories, corrugated cardboard, chipboard, mixed paper, wet strength carrier stock, junk mail, aseptic packaging, gable top containers, six pack rings, and any other items the Village and the Contractor agree to recycle in the future.

Single Stream Recycling: The process in which all recycle material is commingled into a single container, left at the curb to be collected by one truck and separated at the recyclable processing facility.

Soft Landscape Waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen: i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard landscape waste and soft landscape waste.

Yard Waste Containers: Yard waste containers shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automated lifting mechanism for collection. All toters must be approved by and/or supplied by the Contractor.

Stack: Any material allowed under the definition of Hard Landscape Waste such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the stack not exceeding eighteen (19) inches. Stacks of landscape waste material do not have to be bundled with twine or string in any way, but each stack meeting the above mentioned specifications should be separated into a distinct pile.

B. REQUEST FOR PROPOSALS

The Village of Willowbrook, DuPage County, Illinois, (hereinafter referred to as “Village”), a municipal corporation acting under its statutory home-rule powers, is seeking proposals for the establishment of a Residential Solid Waste Collection and Disposal Service. This Request for Proposal (RFP) document describes in detail the Village’s objectives and criteria for the establishment of a Solid Waste Collection Service, as well as the anticipated review and selection process.

Any firm (hereinafter referred to as “Contractor”) desiring to furnish a quotation for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. EXCLUSIVE CONTRACT

It is the express intent of the Village to award an exclusive contract for a four and one-half (4½) year period commencing on January 1, 2020 and ending on midnight June 30, 2024 for curbside collection of refuse, yard waste, and recyclable materials. The contract shall include all detached single-family dwelling units, which currently receive curbside refuse collection (approximately 1,300 households). The contract shall not include multifamily properties serviced by curbside service, centralized dumpsters, or commercial, industrial, or institutional properties.

D. PROGRAM DESIGN OPTIONS

The method of collection shall be a toter based system involving the exclusive use of Contractor supplied toters as described in Section V of this RFP.

E. PROPOSAL DELIVERY REQUIREMENTS

Sealed proposals must be received at the Village Hall, 835 Midway Drive, Willowbrook, Illinois 60527, no later than 12:00 p.m., Monday, July 1, 2019. Sealed envelopes should be clearly labeled "Solid Waste Collection and Disposal Service". Facsimile or E-mail transmitted proposals will not be accepted. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village at the location stated in this subsection.

Proposals received prior to the deadline will be securely kept and unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

F. PROPOSAL SECURITY

Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000.00), made payable to the Village of Willowbrook. Proposals submitted without the required security shall be rejected. After formal written notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

1. The successful Contractor's security shall be retained until the required performance bond has been furnished;
2. Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors.

G. WITHDRAWAL OF PROPOSALS

A written request for the withdrawal of proposal may be granted if the request is received by the Village Administrator prior to the submittal deadline. After the deadline, the Contractor cannot withdraw or cancel its proposal.

H. COMPETENCY OF CONTRACTORS

The Village reserves the right to determine the competence, as well as the financial and operational capacity of any Contractor. Upon request of the Village, the Contractor shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services required by the specifications herein.

I. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet the performance requirements of the Village and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors, and alternatives to these specifications may be indicated if the proposed

alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 5, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 5, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Contractor does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village shall be the sole and final judge of compliance with all specifications.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

J. EXAMINATION OF SERVICE AREA

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the RFP document.

K. SCOPE OF WORK

The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables in strict accordance with the RFP document.

The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

L. FUTURE DEVELOPMENT/ANNEXATIONS

The Contractor shall service any land annexed to the Village of Willowbrook during the term of the contract, as well as any residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein. Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the Village.

M. CONTRACT DOCUMENT

It is the express intent of the Village that all specifications as outlined in this Request for Proposal document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

N. PROPOSAL MEETING

A proposal meeting shall be held to familiarize potential Contractors with the required collection service standards, to answer questions, and to issue addenda items, if necessary, for clarification of the Request for Proposal document. The proposal meeting shall take place on Wednesday, May 29, 2019, at 2:00 p.m., at the Willowbrook Village Hall, 835 Midway Drive. Attendance at the meeting is strongly recommended, but not mandatory.

Any inquiry made prior to the proposal meeting must be submitted in writing to Joseph Coons, Superintendent of Public Works, Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois, 60527. All replies and/or addenda will be circulated to all known potential Contractors at the proposal meeting or by mail after this meeting. Inquiries received after the proposal meeting will not be given consideration. The Contractor shall bear the sole responsibility for ensuring it has received any and all addenda items.

O. CONTRACT TIME FRAME

It is the express intent of the Village to establish service with the successful contractor for solid waste collection and disposal service for implementation beginning Wednesday, January 1, 2020. In order to accomplish this implementation, the following time periods shall be used by the Contractor:

May 14, 2019:	Request for Proposals issued to Contractors
May 25, 2019:	Proposal Meeting
July 1, 2019:	Proposal Deadline
August 22, 2019:	Contract approval by Village Board of Trustees
January 1, 2020:	Successful Contractor begins providing service

P. REFERENCES

The Contractor shall provide at least five (5) municipal references in accordance with Appendix 7 and shall indicate, if appropriate, which municipality has implemented a toter based system.

Q. AWARD OF CONTRACT

The Village will award the contract that is most advantageous to the residents of Willowbrook. Price, conformance to specifications, innovative proposals, suggested alternatives and deviations, and other performance measures will be considered as elements of a responsible proposal. The Village reserves the right to reject any or all proposals and to waive any informality or irregularity in the proposal received.

SECTION II GENERAL REQUIREMENTS

A. CURRENT COLLECTION SERVICE

The Village currently operates under a toter based system for once a week, same day curbside collection of refuse, yard waste, and recyclable materials for approximately 1,300 detached single-family residences. Refuse and recycling collection services are provided on a year round basis, and yard waste collection services are provided from the first full week of April through the second week of December. The charge for yard waste collection is based upon the purchase of "Yard Waste" stickers. The stickers can be purchased by homeowners directly from the Contractor through the mail, at local businesses, and at Village Hall. One sticker must be attached to each approved yard waste container placed at the curb for collection.

B. DAYS OF COLLECTION

The Contractor shall provide at a minimum once a week, same-day refuse, yard waste, and recyclable collection service to all detached single-family residential properties that currently receive curbside collection. The Village shall be divided into two (2) distinct collection areas with each collection area receiving service on a separate collection day. The days of collection shall be designated in accordance with the Solid Waste Collection Day Map attached as Exhibit A and shall be incorporated herein. Boundary line streets shall have both sides of that street collected on the same day.

C. HOURS OF COLLECTION

The Contractor shall not commence work before 7:00 a.m., and shall cease collection by 5:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse weather conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection services to Willowbrook residents with as little noise, disturbance, and disruption as possible.

D. HOLIDAYS

The Contractor shall not be required to provide refuse, yard waste, or recyclable collection services on the following recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

In the event that any of these holidays fall on a week-day, all refuse, yard waste, and recyclable collection services scheduled on that day and for the remainder of the collection week shall be delayed one day after the recognized holiday. Collection shall also be provided on Saturday, if necessary, as the result of a holiday.

E. EMPLOYEE CONDUCT/QUALITY OF PERFORMANCE

The Contractor shall undertake to perform all collection and disposal services rendered herein in a clean, orderly, and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided.

The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crew members while on duty or in the course of performing their duties under the contract.

All employees shall carry official company identification and shall present such identification upon request. All vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

F. LOCAL IMPROVEMENTS

The Village reserves the right to construct any improvements or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the Village.

G. VEHICLES

The Contractor shall furnish to the Village a complete list of the vehicles to be used in the execution of the contract in accordance with Appendix 6. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides. All vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill, or blow off the vehicle. In the event any refuse, recyclables, or yard waste should leak, spill, or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings, the Contractor shall be responsible for the immediate collection and clean up of the litter.

All vehicles used in the collection of recyclable materials shall be operated in such a way as to allow for the physical characteristics of the materials to be retained. Compaction of materials shall be performed at a minimum.

The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the contract.

H. PLACEMENT OF CONTAINERS

The Contractor shall return all containers at each pick-up location at which they were found. Containers will be placed, not thrown, and shall not be left lying on their sides. Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner. Each truck shall be equipped with a broom and shovel for the purpose of cleaning up any debris spilled by the driver in the course of pickup.

I. REPLACEMENT DAMAGE

The Contractor is responsible for damages resulting from its careless handling of any receptacle. All containers, which suffer damage caused by the Contractor, as reported by the user, shall be replaced by the Contractor at no extra charge to the user. If the replaced container is not a Contractor supplied toter, the container so supplied shall then belong to the user.

J. MISSED PICK-UP AND COMPLAINT HANDLING

The Contractor shall establish and maintain a local office and telephone number for the receipt of service calls or complaints, Monday through Friday from 8:30 a.m. to 5:00 p.m. during the term of the contract. All complaints shall be given prompt and courteous attention and shall be investigated and resolved within twenty-four (24) hours from the time received. The Contractor shall investigate any alleged missed scheduled collections, and if such allegations are found to be valid, arrange for the pick-up of materials within twenty-four (24) hours after the complaint is received.

The Contractor shall supply to the Village, on a monthly basis, a report listing all complaints received from any customer who resides within the Village. The complaint forms shall indicate the nature of the complaint, the date the complaint was received, the action taken by the Contractor, and the date the complaint was resolved.

K. PUBLIC AWARENESS

The Contractor shall develop a Public Awareness Program to inform Willowbrook residents of all aspects included in the revised Residential Solid Waste Collection and Disposal Service. The Public Awareness Program shall include at a minimum the development of an informational brochure, provided at no cost to the Village, to be mailed to all program participants no later than Tuesday, October 1, 2019. The Contractor shall also supply additional copies of the informational brochure to the Village for distribution to new residents. The contents of the informational brochure shall be mutually agreed upon by the Contractor and the Village. All costs associated with production and distribution of the informational brochure including, but not limited to, typesetting, printing, and postage, shall be the responsibility of the Contractor.

Upon request of the Village, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the contract.

The Village retains the right to approve all materials to be delivered by the Contractor to Willowbrook residents including, but not limited to, door hangers, leaflets, fliers, etc.

L. CHANGE IN SERVICE

If the Village should wish to change the type of service provided for during the term of the contract including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to the date such service is to begin. The Village and the Contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been served.

M. CONTRACT EXTENSION OPTION

Upon the mutual written consent of both the Village and the Contractor, the Contract may be extended beyond its term provided the agreement for the extension is made at least six (6) months prior to the expiration date of the contract. The Contract may be extended for a period of no more than four (4) years from the date of expiration. All amendments and changes to the contract shall be made in writing and shall be agreed upon by both the Village and the Contractor.

In the event of such an extension, the Contractor shall provide proof of insurance and bond as set forth in subsections R and U below.

N. CONTRACTOR TRANSITION

Should the Village select a different hauler at the expiration of the contract, the Contractor shall agree to refund to all customers the full purchase price of any refuse, yard waste, and leaf disposal sticker returned to the Contractor within thirty (30) days after such contract expiration. The Contractor shall reimburse retailers as appropriate for returned or unsold refuse, yard waste, and leaf disposal stickers within thirty (30) days from the expiration date.

O. STICKER TRANSITION

The Contractor shall honor any yard waste disposal stickers used from the previous collection program during the first two weeks of the new collection service. However, in an effort to keep the number of old stickers used to a minimum, the Village shall offer a sticker buy back program in which Willowbrook residents can return their old disposal stickers to Village Hall for a cash refund. Contractors are encouraged to offer other alternatives.

P. STICKER SURCHARGE

The Village may elect to add a surcharge to the price of disposal stickers to generate revenue for funding a solid waste management program, such as a Village sponsored Household Hazardous Waste collection event. If the Village should add a surcharge to the price of disposal stickers, the Contractor shall, on a monthly basis, forward all surcharge revenues to the Village by the thirtieth (30th) day of the following month. The Contractor agrees to provide sufficient documentation, as determined by the Village, to verify the number of disposal stickers sold.

Q. RENTAL OF COMPACTOR TRUCK

The Village at its sole option may request from the Contractor to supply labor and equipment according to the general price quotation sheet attached at Appendix 2 for the purpose of transporting leaves collected by the Village through the Village's street sweeping operation and brush following a storm event. The materials would be transported by the Contractor to a disposal facility designated by the Village. The Village shall provide forty-eight (48) hours advance notice of its desire to request this operation for the transport of leaves collected through the Village's street sweeping operation. The Village will endeavor to provide the Contractor with reasonable advance notice of its desire to request this operation for the transport of brush from a storm event. The hourly rates on the attached price quotation sheet do not include any costs associated with or charged by the disposal facility.

R. INSURANCE

The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

Workers' Compensation Insurance as prescribed by the laws of the State of Illinois.

Employers' Liability Insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence.

Commercial General Liability Insurance: one million (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than two million (\$2,000,000) or a project/contract specific aggregate of one million (\$1,000,000).

Commercial Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

Umbrella Excess Liability Insurance with a limit of not less than five million dollars (\$5,000,000) for bodily injury, property damage, and personal injury per occurrence.

The Contractor shall include the Village, its officers, employees, and agents as additional named insured on the foregoing policies, except Workers' Compensation. The Contractor's insurance policies shall be primary to the Village's insurance policies with regards to claims arising out of work performed in accordance with these specifications and provisions. The Contractor shall be solely responsible for satisfying any deductible required under the insurance policies. The Contractor shall also furnish to the Village a Certificate of Insurance attesting to the respective insurance coverage for the full term of the contract. The Village shall receive written notice of cancellation or reduction in coverage on any insurance policy at least ninety (90) days prior to the effective date of cancellation or reduction.

S. LICENSES AND TAXES

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Contractor shall also pay all Federal, State, and local taxes, including sales tax, social security, workers' compensation, unemployment insurance, and any other tax which may be chargeable against labor, material, equipment, or real estate.

T. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village, its officials, agents and employees, against any and all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising

therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

U. IRREVOCABLE LETTER OF CREDIT

In lieu of a performance bond, the Contractor shall furnish to the Village an irrevocable letter of credit in the amount of five hundred thousand dollars (\$500,000) from a reputable banking institution to guarantee the faithful performance of the contract. The letter of credit shall be payable to the Village and prepared in a format approved by the Village Attorney. It shall remain in effect for the full term of the contract, including any extension period, and be delivered to the Village prior to December 1, 2019.

V. CONTINGENCY

If the Contractor fails to perform the work as specified herein, the Village may take such steps as are determined necessary to furnish services according to the collection requirements provided for in the RFP document. The Village shall provide the Contractor at least twenty-four (24) hours written notice and shall draw on the Contractor's letter of credit for all expenses incurred as a result of such action.

W. INDEPENDENT CONTRACTOR

The Contractor acknowledges that it is an independent Contractor and that none of its employees, agents, or assigns are employees of the Village. The Contractor shall be solely responsible for all unemployment, social security, and other payroll tax payments required by law or union contract.

X. RIGHT TO AUDIT

The Village reserves the right to audit the Contractor's records as follows:

The Village shall have the authority to review and audit all records and receipts of the Contractor regarding the awarded contract. The Contractor shall be given ten (10) calendar days notice of the review or audit.

The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collecting, and recycling activities in the Village.

Y. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

Z. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations governing the collection, disposal, and processing of refuse, recyclables, and yard waste during the term of the contract.

AA. CHOICE OF LAW

The construction and interpretation of this Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the (except those provisions relating to conflict of laws) of the State of Illinois and brought in a court of competent jurisdiction in DuPage County, Illinois.

BB. PREVAILING WAGE RATES

The Contractor shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the State of Illinois Department of Labor, current edition at date of bid submission, attached as Exhibit D and incorporated herein.

CC. NON-ASSIGNMENT

The Contractor shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

DD. PENALTIES AND FINES

The Contractor shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the contract.

EE. NOTIFICATION

Official notifications shall be made in writing and addressed to the Village as follows:

Village of Willowbrook
Village Clerk
835 Midway Drive
Willowbrook, Illinois 60527

SECTION III
REFUSE, YARD WASTE, AND RECYCLING PROGRAM
GENERAL SPECIFICATIONS

A. PROGRAM DESIGN

The collection of household garbage, bulk materials, white goods, and household construction and demolition debris shall be offered on a year round basis.

The yard waste collection service shall be offered starting with the first full week of April through the second full week of December during the term of the contract. The Village reserves the right to extend the length of the Yard Waste Collection season, at its discretion, for a period of up to two (2) weeks after the December ending date and shall notify the Contractor of such change.

The collection of recyclables shall be offered on a year round basis. The cost of the curbside recycling program shall be built into the cost of collecting refuse at the rates shown on the enclosed price quotation sheet attached as Appendix 2, with no additional charge to either the Village or resident for curbside recycling service.

The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the cost for recycling services. In order to assist the Contractor in making an accurate revenue projection, a summary of the total pounds of recyclable materials collected at the curbside for 2018 has been attached as Exhibit C and shall be incorporated herein.

The data collected in Exhibit C was compiled by the current waste hauler and is to be used for informational purposes only. The Village of Willowbrook does not certify or guarantee the amount of refuse, yard waste, recyclables or white goods is accurate or indicative of what future waste haulers may collect.

B. COLLECTION STANDARDS

In order for an approved refuse, yard waste, or recycling container to be collected, each container must either be a Contractor supplied and approved toter or be properly stickered. Stickered shall mean that it has a pre-paid yard waste sticker, exclusively supplied by the Contractor, securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given household, provided all containers are Contractor supplied and approved toters or are properly stickered with yard waste stickers.

The Contractor shall be required to provide a tagging system for any refuse container that is not collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, overcapacity; container overweight; unacceptable refuse; wrong or no sticker attached; branches not stacked; stacks are in excess of four (4) foot lengths; bags contain unacceptable material; contaminants; improper preparation (recyclables); materials not accepted in program (recyclables); refuse and/or yard waste mixed with recyclables; and the like. Recyclable materials that were rejected shall be returned to the bin and not be left on the street or parkway areas. The Contractor shall submit with this proposal an example of the tagging system to be used.

The Contractor will also be responsible for cleaning up any material that has spilled as a result of the collection process.

C. REFUSE AND RECYCLING SERVICES FOR MUNICIPAL PROPERTIES

The Contractor shall provide, at no cost to the Village, twice a week, if necessary, refuse collection, as well as special pick-ups upon the request of the Village, from the following municipal properties:

Village Hall, 835 Midway Drive, Willowbrook, Illinois 60527

Police Station, 7760 Quincy Street, Willowbrook, Illinois 60527

Community Resource Center (CRC), 825 Midway Drive, Willowbrook, Illinois 60527

Public Works Facility, 710 Willowbrook Centre Parkway, Willowbrook, Illinois 60527

In addition, the Contractor shall provide, at no cost to the Village, a comprehensive recycling program for the Village Hall. The Contractor shall collect and recycle a minimum of once per week, all recyclables selected by the Contractor as listed in Appendix 3, Minimum Recyclables to Be Collected.

The Village reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the contract. The number and type of containers or dumpsters and their placement at each location shall be specified by the Village and shall be furnished at no charge by the Contractor during the term of the contract.

D. REFUSE SERVICES FOR PUBLIC TRASH RECEPTACLES

The Contractor shall provide, at no cost to the Village, refuse collection service for all Village owned trash receptacles located throughout the Village. The specific locations of the containers are attached as Exhibit B and shall be incorporated herein. The Contractor shall provide twice per week refuse collection during the period from November 1st to March 31st. The Contractor shall also provide daily refuse collection, if necessary, during the period from April 1st through October 31st.

The Village reserves the option, at its sole discretion, to add or remove any Village designated location from collection service as described in Exhibit B as well as to change the frequency of collections. The Village shall notify the Contractor in writing of any such changes.

E. REFUSE SERVICES FOR VILLAGE SPONSORED EVENTS

The Contractor shall provide, at no cost to the Village, refuse and/or recycling collection service for Village sponsored community events during the term of the contract as requested by the Village Administrator.

F. CONTRACTOR PARTICIPATION AT VILLAGE SPONSORED EVENTS

The Contractor shall have representatives available to participate in community sponsored events promoting environmental awareness.

G. MINIMUM RECYCLABLE MATERIALS TO BE COLLECTED

In Appendix 3, the Village is requesting the Contractor check off all recyclable material it

proposes to collect. The material the Contractor selects to be recycled must be done so for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items that will be collected, not on the current list.

H. ADDITIONAL RECYCLABLE MATERIALS DESIRED TO BE COLLECTED

The Village reserves the right to accept or reject any or all of the additional materials submitted by the Contractor in Appendix 3 which may be offered for collection in the curbside recycling program. In addition, the Village reserves the right to require the Contractor to add to the list of recyclables collected in Appendix 3, if the Contractor is collecting a recyclable in another municipality.

I. METHODS OF PREPARATION AND COLLECTION OF RECYCLABLES

The Contractor shall use a single stream collection method for collecting recyclable material. In addition, the Contractor shall specify the method in which the recyclables are to be prepared for collection by the household. Preparation requirements shall include, but not be limited to, rinsing, removing labels, flattening, removing caps and lids, and the like.

J. SPECIAL COLLECTIONS

The Contractor shall offer a special curbside collection service for any quantity of refuse and debris that would not be practical to put into cans or bags, including, but not limited to, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangement with the Contractor at the resident's request.

The collection costs for such services shall be based upon cubic yards of refuse as specified on the enclosed price quotation sheet. One (1) cubic yard of refuse shall be the minimum amount of refuse required for a special collection. Payment for any special collection shall be made directly to the Contractor by the resident, and collection of such fees shall be the sole responsibility of the Contractor. The Contractor shall not charge residents a service fee for special collections on their regular collection day. The Contractor may charge residents a service fee for special collections on days other than their regular collection day.

The Contractor shall advise the resident directly of the terms of special collections; i.e. what materials will be collected; how the materials should be prepared; the date of collection; the policy on furnishing advance estimates of charges, and the like.

The Contractor shall also at the request of the Village, collect quantities of refuse, debris, or yard waste left at the curb without proper stickers or preparation in unusual circumstances, i.e. evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

K. WHITE GOODS

The Contractor shall properly collect and recycle/dispose of all white goods collected in compliance with all federal, state, and local laws, rules, regulations, statutes, ordinances and

restrictions. Examples of white goods include refrigerators, hot water heaters, and any other appliance containing CFC or HCFC refrigerant gases, PCB containing capacitors, mercury switches, and other hazardous components. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified in the enclosed price quotation sheet.

L. CHRISTMAS TREE COLLECTION

The Contractor shall provide a special collection for Christmas trees for the month of January. The Contractor agrees to perform this once a year service at no charge to either the Village or Willowbrook residents.

M. DISPOSAL OF RESIDENTIAL REFUSE

The Village reserves the right to approve the landfill site location the Contractor intends to use for the disposal of refuse collected at the curbside. The Contractor shall provide the name and location of the disposal site in accordance with Appendix 8.

In the event that an alternative site is preferred by the Village, the Contractor shall use the alternative site location provided that any changes in the costs of disposal created by the use of such site will be negotiated between the Village and the Contractor prior to its use.

N. DISPOSAL OF RESIDENTIAL YARD WASTE

The Village reserves the right to approve the composting facility the Contractor intends to use for the disposal of yard waste and leaves collected at the curbside. The Contractor shall provide the name and location of the disposal site in accordance with Appendix 8.

In the event that the Village prefers an alternative site, the Contractor shall use the alternative site location provided that any changes in the costs of disposal created by the use of such site will be negotiated between the Village and the Contractor prior to its use.

O. PROCESSING OF RECYCLABLE MATERIALS

The Village reserves the right to approve the location of the processing facility the Contractor intends to use for the separation and processing of recyclable materials collected at the curbside. The Contractor shall provide the name and location of the processing facility in accordance with Appendix 8. In the event that the Village prefers an alternative site, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the Village and the Contractor prior to its use.

P. MONTHLY REPORT

The Contractor shall prepare and submit to the Village a monthly refuse, yard waste, and recycling report, by the 15th day of the following month. The report shall include summaries of the following information:

- 1) Total weight in tons and total volume in compacted cubic yards of refuse landfilled;
- 2) Total volume, in compacted cubic yards, of yard waste collected;
- 3) Weekly set-out rate for recyclables;

- 4) Annual participation rate (total number of set-outs divided by the number of homes included in the collection service);
- 5) Total weight, in pounds, of recyclable materials collected;
- 6) Number of white goods collected;
- 7) Revenue received by Contractor for sale of recyclables;
- 8) Tipping fee charge per ton at the landfill site;
- 9) Tipping fee charge per compacted cubic yard at the compost facility;
- 10) Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site);
- 11) Name and location of the landfill facility used by Contractor;
- 12) Name and location of compost facility used by Contractor;
- 13) Name and location of processing facility used by Contractor; and
- 14) Report tabulating all complaints filed by Willowbrook Residents.

SECTION IV TOTER BASED SERVICE

A. TOTER BASED SERVICE

The Contractor shall agree to provide at a minimum once a week refuse and recyclable collection service through the exclusive use of Contractor supplied and approved toters. Every detached single-family dwelling unit shall receive two (2) toters, one for refuse and the other for recyclables.

B. BILLING

The Contractor shall bill the resident receiving the service directly and in accordance with the enclosed price quotation sheet. The Contractor shall be responsible for the purchasing, distribution, and maintenance of all supplied toters and necessary related equipment. All costs associated with the purchase, distribution, maintenance, and lease of toters shall be included in the total price of the toter service.

C. TOTER SPECIFICATIONS

Residents shall have the option of using two different size toters for the disposal of refuse and recyclables. These toters should be designed with a tight fitting lid, wheels and a capacity of either sixty-five (65) or ninety-five (95) gallons. An optional toter with a capacity of thirty-five (35) gallons shall be supplied to senior citizens at a discount in accordance with the enclosed price quotation sheet. Requested changes in toter size shall be done at no cost to the resident for the first ninety (90) days of the new toter service program or after a new resident moves in.

The Contractor shall purchase and maintain a reasonable supply of refuse and recycling toters to cover replacements for lost, damaged, and stolen toters; and initial toters for new construction. The manufacturer's name, location, and the model number of the containers to be used shall be included in this proposal, as well as a copy of the product sheet. The Village reserves the right to approve the type of bins to be purchased by the Contractor.

D. TOTER PRICE CHANGES

The enclosed price quotation sheet should reflect the year-to-year price changes for the toter service. In no case shall the annual adjustment exceed five (5) percent per year. In addition, the Contractor may pass through 100% of the costs for any fee imposed by the State of Illinois on municipal solid waste landfill. The Village reserves the right to request such other information, from the Contractor as may be necessary to evaluate any proposed rate increase or decrease.

E. YARD WASTE DISPOSAL

The Contractor shall agree to provide at a minimum once a week yard waste collection service through the use of yard waste disposal stickers. Homeowners may purchase yard waste stickers from the Contractor, at Village Hall, or at local retailers at the rates shown on the enclosed price quotation sheet.

The Contractor shall be responsible for the printing, distribution, and sale of yard waste disposal stickers which should be designed to be of a "one-time use" variety. The Contractor shall arrange for area retailers to aid in the sale of stickers, and shall make every effort to secure arrangements with at least four (4) retail establishments so as to achieve reasonable Village-wide coverage and

a readily available supply of stickers. The Village shall also agree to act as a retailer in the sale of yard waste disposal stickers.

The Contractor shall provide yard waste disposal stickers on consignment to local retailers and shall not charge retailers for the storage, handling, mail, or in person delivery of such stickers. The Contractor shall also offer stickers for sale to Willowbrook residents through mail order and shall include handling and mailing costs in the total cost for the stickers. No other mark up for mail orders shall be permitted. The Contractor may require a minimum quantity for purchase through the mail and must inform the Village of such requirements. Willowbrook residents may request the mail order of stickers by phone. The Contractor may sell stickers directly to residents by mail on either a pre-paid or a billable basis, at its discretion. Billing and collection of charges for residential mail orders shall be the sole responsibility of the Contractor.

F. STICKER DESIGN AND CONSTRUCTION

The Village reserves the right to approve or disapprove of the design and construction of the Contractor's yard waste disposal stickers. Stickers must be of an approved color which should be clearly visible from a distance by drivers at dawn or dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All yard waste stickers shall display the Village of Willowbrook logo and shall be clearly labeled for yard waste use only.

G. STICKER PRICE CHANGE

Yard waste disposal sticker prices shall be changed on an annual basis only in accordance with the enclosed price quotation sheet. The Contractor, the Village, and local retailers shall begin selling stickers at the new price effective on the anniversary date of the contract; i.e., January 1, 2021, January 1, 2022, and January 1, 2023. The Contractor shall honor the use of old yard waste stickers for an unlimited time after the new sticker price has been instituted, at no additional charge to the retailer, Village or homeowner.

H. OPTIONAL YARD WASTE TOTER

The Contractor shall make available to residents participating in the yard waste disposal sticker service, as an optional service, once per week yard waste and leaf collection from Contractor supplied and approved toters. The Contractor shall bill the resident receiving the service directly and in accordance with the enclosed price quotation sheet. The resident will be billed for the season from April to early December only. The resident may cancel the optional yard waste and leaf collection toter service, without a penalty fee, provided the resident notifies the Contractor in writing thirty (30) days in advance of the last date of desired service.

I. RECYCLABLE COLLECTION

Each detached single-family unit may place one (1) recyclable toter and an unlimited number of bins or quantity of recyclables that a household may place at the curbside for collection. Residents have the right to purchase additional recycling bins or to set out other containers which are clearly marked for recycling collection. The Contractor shall collect from all recycling bins that have been placed at the curbside for collection.

J. BULK MATERIALS

The Contractor shall provide collection services for items which are too large to fit into an approved toter, e.g. discarded toys, crates, barrels, small tables, small chairs, etc.; residents will be allowed to place one (1) bulk item once per week for disposal immediately adjacent to the refuse and recycling toters. The cost for the collection of bulk materials shall be figured into the total cost of the toter service.

Included in the collection of bulk materials is the collection of household construction and demolition debris either placed in stacks weighing less than fifty (50) pounds and four (4) feet in length, or placed in containers weighing less than fifty (50) pounds. The Contractor shall not require residents to use string, twine, or any other means to bundle a stack of refuse or yard waste for collection.

K. BACKDOOR REFUSE, YARD WASTE, LEAF, AND RECYCLING COLLECTION SERVICE

The Contractor shall make available to residents participating in the curbside collection program, as an optional service, once per week backdoor refuse, yard waste, leaf, and recycling collection services. Each container placed out for backdoor collection must either be in an approved toter or have the appropriate yard waste disposal sticker attached for collection. The Contractor shall bill the resident receiving this service directly for the additional costs for collection as indicated on the enclosed price quotation sheet.

APPENDIX 1

**VILLAGE OF WILLOWBROOK
PROPOSAL FOR RESIDENTIAL SOLID WASTE COLLECTION
AND DISPOSAL SERVICE
MAY 2019**

WE HEREBY AGREE TO PROVIDE RESIDENTIAL SOLID WASTE AND COLLECTION SERVICES TO THE VILLAGE OF WILLOWBROOK IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL PROVISIONS, INSTRUCTIONS, AND SPECIFICATIONS FOR THE PRICES AS STATED IN APPENDIX 2 AND APPENDIX 10.

Dated and signed this _____ day of _____, 2019.

If an individual or partnership,
all individual names of each
partner must be signed.

If a corporation, an officer
duly authorized must sign
and affix corporate seal.

Company

Signature

Position

Address

Telephone

APPENDIX 2
GENERAL PRICE QUOTATION SHEET

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

PROPOSAL – TOTER BASED SERVICE

Service Description	Year 1	Year 2	Year 3	Year 4 (end)
Toter Services				
95 gallon (per month)	\$	\$	\$	\$
65 gallon (per month)	\$	\$	\$	\$
35 gallon-senior citizens only (per month)	\$	\$	\$	\$
Backdoor Toter Services				
95 gallon (per month)	\$	\$	\$	\$
65 gallon (per month)	\$	\$	\$	\$
35 gallon-senior citizens only (per month)	\$	\$	\$	\$
Yard Waste Stickers (per sticker)	\$	\$	\$	\$
Optional Yard Waste Toter Service (monthly charge)	\$	\$	\$	\$
White goods (cost per item)	\$	\$	\$	\$
Special Collection Charge (per cubic yard)	\$	\$	\$	\$
Charge to Exchange Toters (after initial 90 days)	\$	\$	\$	\$

APPENDIX 3
MINIMUM RECYCLABLES TO BE COLLECTED

The Village is requesting the Contractor check off all recyclable material it shall collect. The material the Contractor selects to be recycled must be done so for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Non-Paper Items Paper Items

- ☐ PET (#1) plastic bottles & containers
- ☐ Corrugated Cardboard
- ☐ HDPE (#2) plastic bottles & containers
- ☐ Chipboard (Paperboard)
- ☐ PVC (#3) plastic bottles & containers
- ☐ Newspaper
- ☐ LDPE (#4) plastic bottles & containers
- ☐ Magazines & catalogs (glossy & non-glossy)
- ☐ PP (#5) plastic bottles & containers
- ☐ Telephone directories
- ☐ PS (#6) plastic bottles & containers
- ☐ Brown kraft paper bags
- ☐ Other (#7) plastic bottles & containers
- ☐ Wet strength carrier stock
- ☐ LDPE & HDPE soft plastic 6 & 12 pack rings
- ☐ Junk mail
- ☐ Brown, green and clear glass containers
- ☐ Mixed Paper
- ☐ Aluminum formed containers/wrap
- ☐ Steel/tin/bi-metal cans
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

Additional Recyclable Material

- ☐ Aseptic packaging
- ☐ Aerosol Cans
- ☐ Household Batteries
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

APPENDIX 4
VILLAGE OF WILLOWBROOK
CERTIFICATE OF COMPLIANCE

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certificate on behalf of the bidder for this product, commodity, or service briefly described as follows:

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE

The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

This Business Firm is: (check one)

Corporation _____ a Partnership _____ an Individual _____

Firm Name: _____

Firm Address: _____

Signature: _____ Position: _____

Date Signed: _____

APPENDIX 5

SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document.

[illegible]

APPENDIX 6
SCHEDULE OF VEHICLES/EQUIPMENT

Please list all vehicles and equipment which will be used in the performance of the contract. List refuse, recycling, and yard waste vehicles in separate groupings. Please attach additional sheets if necessary

REFUSE

Year	Make	Body Type	Vehicle Identification Number	License Plate

RECYCLING

Year	Make	Body Type	Vehicle Identification Number	License Plate

YARD WASTE

Year	Make	Body Type	Vehicle Identification Number	License Plate

APPENDIX 7
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. Please attach additional sheets if necessary

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program

APPENDIX 8
LOCATION OF DISPOSAL FACILITIES

Please provide below information concerning the facilities which are intended to be used for the disposal of refuse, yard waste, and recyclable materials collected at the curbside. Please attach additional sheets if necessary.

REFUSE

Name of Facility	Facility Address	Disposal Limitations

RECYCLING

Name of Facility	Facility Address	Disposal Limitations

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations

APPENDIX 9
CONTRACTOR QUALIFICATIONS

Name of Business: _____

Business Address: _____

Mailing Address: _____

Business Number: _____

Emergency Number: _____

Fax Number: _____

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): _____

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Days of Operation: _____

Business Hours: _____

Number of Employees - Supervisors: _____ Drivers: _____ Office Personnel: _____

Signature: _____ Date: _____

APPENDIX 10 ALTERNATE PROPOSALS

The Village of Willowbrook is requesting an alternative proposal price for an Amnesty Day Collection, Christmas Tree Recycling, and Brush Collection. Listed below is a description of each program along with a table to fill in the cost of service. The cost should include all activity related to collection, transportation, disposal, administration, and profit, as well as funds for the promotion of the project. If any of the alternate bids is selected to be implemented, the additional cost will be included as part of the Refuse Sticker.

AMNESTY DAY COLLECTION

The Amnesty Day Collection consists of a once a year collection, on a regular refuse collection day, where residents can place at the curb an unlimited amount of refuse and not be required to sticker or be billed for such service.

CHRISTMAS TREE RECYCLING

In addition to the minimum specifications set forth in Section III, subsection L, Christmas Tree Collection, Christmas trees placed at the curb during the one month special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The Contractor shall provide the name and location of the compost site in accordance with Appendix 8.

BRUSH COLLECTION

In addition to the minimum specifications set forth in Section III, subsection B, Collection Standards, the Brush Collection Program is a week long program designed to provide a manner by which residents may place brush at the curb, without the need for bundling or bagging. The material collected during the brush collection may be chipped on-site or taken to a location for chipping. Material collected by the Contractor shall be made available to the residents at no charge. The Brush Collection program occurs twice per year, with collections in the spring and fall. The Contractor and the Village agree upon the dates of collection. Residents are not required to sticker material during the collection.

Alternate Program	Year 1	Year 2	Year 3	Year 4
Amnesty Day	\$	\$	\$	\$
Christmas Tree Recycling	\$	\$	\$	\$
Brush Collection	\$	\$	\$	\$

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

EXHIBIT B
PUBLIC TRASH RECEPTACLES COLLECTION LOCATIONS

The Contractor shall provide twice per week refuse collection to the following sites during the period from November 1st through March 31st. The Contractor shall also provide three times per week refuse collection to same sites, if necessary, during the period from April 1st through October 31st.

Tony and Florence Borse Community Park
208 Midway Drive

Creekside Park
64th Street and Madison

Lake Hinsdale Park
Lake Hinsdale Drive and 63rd Street

Midway Park
209 Midway Drive

Prairie Trail Park
59th Street and Clarendon Hills Road

Ridgemoor Park
65th Street and Quincy Street

Rogers Farm Park
63rd Street and Garfield Avenue

Waterford Park
6612 Rodgers Drive

Willow Pond
Plainfield Road and Adams Street

EXHIBIT C
WEIGHT OF MATERIALS COLLECTED

	Tons Collected by Month		
	Refuse	Recyclables	Yard Waste
January-06	80.80	60.13	
February-06	62.89	45.31	
March-06	66.76	48.02	
April-06	72.68	49.36	15.76
May-06	99.21	58.55	24.63
June-06	101.65	49.54	18.40
July-06	94.92	49.91	14.38
August-06	86.96	54.44	17.01
September-06	173.63	45.31	16.15
October-06	99.00	65.02	25.75
November-06	91.05	57.59	18.75
December-06	82.65	55.46	
Totals	1,112.20	638.64	150.83
Monthly			
Average	92.68	53.22	18.85
Weekly			
Average	21.39	12.28	4.35

** The above mentioned data was compiled by the current waste hauler and is to be used for informational purposes only. The Village of Willowbrook does not certify or guarantee the amount of refuse, yard waste, recyclables or white goods is accurate or indicative of what future waste haulers may collect.

EXHIBIT D
SPECIAL PROVISIONS FOR PREVAILING WAGES

The Contractor shall ensure compliance with the Prevailing Wages established by the Illinois Department of Labor for DuPage County.

DU PAGE COUNTY PREVAILING WAGE FOR MARCH 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		34.850	38.340	1.5	1.5	2.0	7.050	7.870	0.000	0.380
CARPENTER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
CEMENT MASON		ALL		33.650	35.650	2.0	1.5	2.0	6.550	10.45	0.000	0.180
CERAMIC TILE FNSHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMMUNICATION TECH		BLD		29.200	31.300	1.5	1.5	2.0	7.000	9.790	0.000	0.440
ELECTRIC PWR EQMT OP		ALL		27.920	35.880	1.5	1.5	2.0	4.750	7.820	0.000	0.210
ELECTRIC PWR GRNDMAN		ALL		21.640	35.880	1.5	1.5	2.0	4.750	6.060	0.000	0.160
ELECTRIC PWR LINEMAN		ALL		33.220	35.880	1.5	1.5	2.0	4.750	9.310	0.000	0.250
ELECTRIC PWR TRK DRV		ALL		22.340	35.880	1.5	1.5	2.0	4.750	6.260	0.000	0.170
ELECTRICIAN		BLD		32.750	36.030	1.5	1.5	2.0	8.300	12.15	3.600	0.490
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR	NE	ALL		27.140	28.640	1.5	1.5	2.0	7.500	7.590	0.000	0.250
FENCE ERECTOR	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
GLAZIER		BLD		31.400	32.400	1.5	2.0	2.0	6.490	9.050	0.000	0.500
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER	E	ALL		38.250	40.250	2.0	2.0	2.0	9.470	11.27	0.000	0.300
IRON WORKER	W	ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
LABORER		ALL		31.550	32.300	1.5	1.5	2.0	7.460	4.840	0.000	0.170
LATHER		BLD		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
MACHINIST		BLD		36.890	38.890	2.0	2.0	2.0	4.380	5.650	2.550	0.000
MARBLE FINISHERS		ALL		25.750	0.000	1.5	1.5	2.0	6.070	7.020	0.000	0.580
MARBLE MASON		BLD		34.850	38.340	1.5	1.5	2.0	7.050	7.870	0.000	0.490
MATERIAL TESTER 1		ALL		21.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MATERIALS TESTER II		ALL		26.550	0.000	1.5	1.5	2.0	7.460	4.840	0.000	0.170
MILLWRIGHT		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
OPERATING ENGINEER		BLD 1		41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 2		40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 3		37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD 4		35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 1		39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 2		39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 3		37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 4		35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 5		34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER E		ALL		35.600	37.600	2.0	2.0	2.0	7.500	10.84	0.000	0.750
ORNAMNTL IRON WORKER W		ALL		34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
PAINTER		ALL		34.380	35.380	1.5	1.5	1.5	5.650	5.750	0.000	0.350
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIIVER		ALL		36.520	38.520	1.5	1.5	2.0	7.960	5.910	0.000	0.490
PIPEFITTER		BLD		36.010	38.010	1.5	1.5	2.0	8.450	8.690	0.000	0.950
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		36.010	38.010	1.5	1.5	2.0	8.450	8.690	0.000	0.950
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330

SHEETMETAL WORKER	BLD	36.510	38.510	1.5	1.5	2.0	6.890	8.020	0.000	0.640
SPRINKLER FITTER	BLD	38.500	40.500	1.5	1.5	2.0	8.250	6.100	0.000	0.500
STEEL ERECTOR	E ALL	36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STEEL ERECTOR	W ALL	34.100	35.810	2.0	2.0	2.0	7.690	13.11	0.000	0.230
STONE MASON	BLD	33.250	36.580	1.5	1.5	2.0	6.450	7.020	0.000	0.440
TERRAZZO FINISHER	BLD	29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON	BLD	33.650	36.650	1.5	1.5	2.0	5.650	8.610	0.000	0.300
TILE MASON	BLD	34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460
TRAFFIC SAFETY WRKR	HWY	22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER	ALL 1	29.700	30.250	1.5	1.5	2.0	6.500	3.450	0.000	0.000
TRUCK DRIVER	ALL 2	29.850	30.250	1.5	1.5	2.0	6.500	3.450	0.000	0.000
TRUCK DRIVER	ALL 3	30.050	30.250	1.5	1.5	2.0	6.500	3.450	0.000	0.000
TRUCK DRIVER	ALL 4	30.250	30.250	1.5	1.5	2.0	6.500	3.450	0.000	0.000
TUCKPOINTER	BLD	34.500	35.500	1.5	1.5	2.0	4.710	6.340	0.000	0.400

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

EXPLANATIONS

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom

Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Fortlist Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograde/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring

and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheep's Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET

AGENDA ITEM DESCRIPTION

**DISCUSSION – 2019 Motor Fuel Tax (MFT) Roadway
Maintenance Program**

COMMITTEE REVIEW

- ☐ Finance/Administration
☒ Municipal Services
☐ Public Safety

Meeting Date:

May 13th 2019

- | | |
|---|---|
| <input checked="" type="checkbox"/> Discussion Only
<input type="checkbox"/> Seeking Feedback
<input type="checkbox"/> Regular Report | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date)
<input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)
<input type="checkbox"/> Report/documents requested by Committee |
|---|---|

BACKGROUND

At the April 22nd 2019 Village Board meeting, the Board approved the 2019/20 budget. This year's Motor Fuel Tax (MFT) Roadway Maintenance Program funding amount is \$303,253. This year's program will include various patching throughout the town. These patches will range from 3-inch overlays to 6-inch full depth patching where necessary. We will also be doing thermoplastic traffic marking paint in various areas, concentrating on school zones, crosswalks, stop bars and double yellow striping. The village recently finished the crack sealing program from last years MFT program. As it turns out, some streets were in worse shape than other streets and more product was used than anticipated. Attached is an email sent from our engineer at Christopher B. Burke Engineering Michael McLaughlin who was overseeing the project. There you can see a list of the streets that were completed and the streets that still need to be done. The village would like to add the uncompleted streets to this year's MFT program.

REQUEST FOR FEEDBACK

Every year after the winter season, the public works department does a complete evaluation of all of the village roadways. As a result, the staff recommends a more aggressive patching program rather than doing a complete street overlay. As the MFT funding continues to get lower every year and the ability to get grant money has become increasingly difficult, the village must take into consideration the areas in town that are in the worst condition and do repairs in these areas. Public works is currently finishing up the preliminary evaluation, marking and measuring the areas in need of repair. When this is completed, we will send this information to Christopher B. Burke Engineering to get all of our numbers ready so that we can go out for bid.

STAFF RECOMMENDATION

The staff recommends finishing our evaluation and getting our numbers together so that we can get thing ready for the bidding process.

**MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET**

AGENDA ITEM DESCRIPTION

DISCUSSION – Architectural Service for CRC Interior Design

COMMITTEE REVIEW

- ☐ Finance/Administration
☒ Municipal Services
☐ Public Safety

Meeting Date:

May 13th 2019

- | | |
|---|---|
| <input checked="" type="checkbox"/> Discussion Only
<input type="checkbox"/> Seeking Feedback
<input type="checkbox"/> Regular Report | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date)
<input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)
<input type="checkbox"/> Report/documents requested by Committee |
|---|---|

BACKGROUND

Architectural Service for CRC Interior Design – N. Batistich Architects has proposed to prepare and provide architectural plans for the villages Community Resource Center Phase II interior build-out. Provided is a work sheet of all of the services provided. Once plans are complete, we can possibly move forward with budgeted funds for the 2020/21 FY to complete the interior work.

REQUEST FOR FEEDBACK

We have used N. Batistich Architects in the past for design work for the Village. The estimate for the services provided is \$18,250. We can go ahead with the proposal unless the Committee would want to go out for bid.

STAFF RECOMMENDATION

Staff recommends moving forward with the proposal from N. Batistich Architects so as not to delay the moving forward with this project.

RESOLUTION NO. 19-R-_____

**A RESOLUTION WAIVING QUALIFICATIONS BASED SELECTION
REQUIREMENTS AND AUTHORIZING THE MAYOR TO ACCEPT AND
EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN THE
VILLAGE OF WILLOWBROOK AND N. BATISTICH ARCHITECTS FOR THE
INTERIOR DESIGN OF 825 MIDWAY DRIVE**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the “Village”) it is advisable, necessary and in the best interest of the Village that the Village waive Qualifications-Based Selection requirements for the redesign of the Village’s Parks and Community Building located at 825 Midway Drive; and,

WHEREAS, in the opinion of a majority of the corporate authorities of the Village it is necessary, advisable and in the public interest to enter into a Professional Services Agreement with N. Batistich Architects to provide design and bidding document preparation for the project; and

WHEREAS, N. Batistich Architects have demonstrated the requisite skill and qualifications with respect to design and bidding document preparation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that a Professional Services Agreement by and between the Village of Willowbrook and N. Batistich Architects is hereby approved in substantially the same form as attached hereto together with amendments, all attached hereto as Exhibit “A”.

BE IT FURTHER RESOLVED that the Mayor be and the same is hereby authorized to execute the final agreement on behalf of the Village of Willowbrook upon approval of the final agreement by the Village Attorney, and the Village Clerk is directed to attest to said signature of the mayor.

ADOPTED and APPROVED this 13th day of May 2019.

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Village Clerk

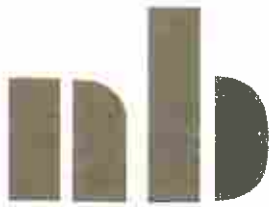
ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____



SIMON BATISTICH ARCHITECTS

MEADOWBROOK OFFICE CENTER
16 W. 475 S. FRONTAGE RD. SUITE 201
BURR RIDGE, IL 60527
PHONE: (630) 986-1773
FAX: (630) 986-1783
E-MAIL: SIMON@BATISTICHARCHITECTS.COM

March 27, 2019

Tim Halik
Village Administrator
Village of Willowbrook
Willowbrook, IL

RECEIVED

MAR 27 2019

VILLAGE OF
WILLOWBROOK

Re: **Approximately 7,100 s.f. Remodel / Buildout**
Village of Willowbrook Board and Community Center
Phase II Interior Buildout

We are hereby proposing to prepare and provide architectural plans and services for Phase II of the construction of a new Council Chamber / Multi-Purpose Space in the existing building located at 825 Midway Dr., Willowbrook, IL. Our services shall include the following:

- Prepare Architectural Working Plans with Specifications.
- Provide all Structural Design
- Provide Plumbing, Electrical, and HVAC Design
- Review all shop drawings.
- Provide on-site inspections during construction to assure compliance with Architect's Documents.
- Provide Final Inspection and Punch List.

Not included: Civil/Site Improvement drawings.
Fire Suppression/Alarm System design

For the above services, our fee will be \$ 18,250.00, payable as follows:

- \$ 3,000.00 retainer upon signing of this agreement.
- \$ 10,000.00 at completion of Working Drawings.
- \$ 2,500.00 at issuance of building permit
- \$ 2,750.00 at final completion.

Sincerely,

Simon Batistich, A.L.A.

accepted,

date

**MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET**

AGENDA ITEM DESCRIPTION

DISCUSSION – Village Hall- Parking Lot Renovation

COMMITTEE REVIEW

- ☐ Finance/Administration
☒ Municipal Services
☐ Public Safety

Meeting Date:

May 13th 2019

- | | |
|---|---|
| <input checked="" type="checkbox"/> Discussion Only
<input type="checkbox"/> Seeking Feedback
<input type="checkbox"/> Regular Report | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date)
<input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)
<input type="checkbox"/> Report/documents requested by Committee |
|---|---|

BACKGROUND

Village Hall – Parking Lot Renovation – Christopher B. Burke Engineering has submitted a proposal for the preparation of plans for the permeable paving parking lot for the Village Hall. Because DuPage County will be providing a grant of 25% of the cost of the project, an education component is required and will provide exhibit boards to be placed in the Village Hall lobby explaining the benefits of the permeable pavers. Attached are the details of the proposal.

REQUEST FOR FEEDBACK

Staff will answer questions.

STAFF RECOMMENDATION

Staff recommends moving forward with Christopher B. Burke Engineering.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

May 8, 2019

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Michael Mertens

Subject: Village Hall – Permeable Pavers
(CBBEL Project No. 900144)

Dear Michael:

As requested, we have prepared this letter to outline our anticipated timeframe for the reconstruction of the Village Hall parking lot. The existing asphalt lot will be removed and replaced with a permeable paver lot with shared funding from Du Page County water quality funds. It is our understanding that the proposal for design and construction services will go before the Municipal Services Committee and then the Village Board for approval on May 28, 2019. We anticipate being able to complete the design and bid documents by the end of June. There is no outside agency approval necessary prior to soliciting bids. We would suggest scheduling a bid opening in late July, so that a recommendation to award a construction contract can be presented to the Village Board for approval in August. With 60 days for construction, that would allow for a completion date of no later than October 31, 2019. This is in compliance with the funding agreement the Village has with the County. We will certainly try to expedite the timeframe to the extent possible.

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

Sincerely,

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department



RECEIVED

APR 25 2019

VILLAGE OF
WILLOWBROOK

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 25, 2019

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Timothy Halik, Village Administrator

Subject: Proposal for Permeable Paver Parking Lot

Dear Tim:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for the preparation of plans and specifications, part time construction observation, and preparation of informational exhibits. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the Village plans to reconstruct the Village Hall parking lot west of the building with a permeable paver surface. The existing asphalt pavement and base, along with the sidewalk adjacent to the building will be removed and reconstructed. The parking lot surface will be permeable pavers and the sidewalk will be Portland cement concrete. We anticipate that the handicapped parking stalls will also be concrete. CBBEL will prepare plans and bid documents for the project, as well as construction observation as requested. Because the project is using funding from DuPage County, an education component is required, and we will provide exhibit boards to be placed in the Village Hall lobby explaining the benefits of the permeable pavers.

SCOPE OF SERVICES

CBBEL has developed the following scope of services for the successful completion of the project.

Task 1 – Preparation of Plans and Specifications/ Bid Documents

We will use the topographic survey previously prepared of the property as the basis of the plans for this project. It is anticipated that the plan set will include the following pages:

1. Cover Sheet
2. Existing Conditions
3. Proposed Geometry and Grades
4. Project Details

We will also prepare a booklet of specifications and bid documents to accompany the plans and solicit contractor proposals. This task will include assistance during bidding and attendance at the bid opening, as well as a bid tabulation and recommendation to award the contract.

Task 2 – Construction Observation

CBBEL will provide “on call” construction observation as needed throughout the project as requested by Village Staff. This is similar to the level of service provided on the previous municipal campus construction projects over the last few years. The level of effort required will be dictated by Village staff and the request for our presence on site.

Task 3 – Preparation of Exhibit Boards

CBBEL will prepare exhibit boards which can be posted in the Village Hall lobby, or other locations as determined by Village Staff. A brief project description will also be prepared for use in Village newsletters or news releases.

ESTIMATE OF FEE

Our estimated fee for this project is as follows:

Task 1 – Plans and Specifications	\$	8,000
Task 2 – Construction Observation	\$	Hourly
Task 3 – Exhibit Boards	\$	1,000
Direct Costs	\$	500
Total*		\$ 9,500

**The total does not include services during construction, which will be billed on a time and material basis, as requested.*

We anticipate completing Task 1 within two months of receiving a signed contract and having the project ready to issue for bids. We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the General Term and Conditions previously established with the Village. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Encl. Schedule of Charges

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR THE VILLAGE OF
WILLOWBROOK

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2019

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	241
Engineer V	200
Engineer IV	163
Engineer III	146
Engineer I/II	116
Survey V	220
Survey IV	188
Survey III	165
Survey II	121
Survey I	96
Engineering Technician V	190
Engineering Technician IV	155
Engineering Technician III	140
Engineering Technician I/II	65
CAD Manager	170
Assistant CAD Manager	147
CAD II	130
GIS Specialist III	142
GIS Specialist I/II	90
Landscape Architect	163
Environmental Resource Specialist V	208
Environmental Resource Specialist IV	163
Environmental Resource Specialist III	134
Environmental Resource Specialist I/II	90
Environmental Resource Technician	110
Administrative	100
Engineering Intern	61
Information Technician III	125
Information Technician I/II	112

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2019.

**MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET**

AGENDA ITEM DESCRIPTION

DISCUSSION – Village Hall- Repair of Front Pylon Wall

COMMITTEE REVIEW

- ☐ Finance/Administration
☒ Municipal Services
☐ Public Safety

Meeting Date:

May 13th 2019

- | | |
|---|---|
| <input checked="" type="checkbox"/> Discussion Only
<input type="checkbox"/> Seeking Feedback
<input type="checkbox"/> Regular Report | <input type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date)
<input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)
<input type="checkbox"/> Report/documents requested by Committee |
|---|---|

BACKGROUND

Village Hall – Repair of Front Pylon Wall – L.J. Morse Construction submitted a proposal to repair the pylon at the front of the Village Hall. Attached is a quote and details of the process for completing the work.

REQUEST FOR FEEDBACK

We have used L.J. Morse in the past for work for the Village. They did the original design and can match the existing façade. The estimate for the services provided is \$24,500. Due to the past experience, relationship and material matching, Staff recommends waiving the Bid Process for projects over \$20,000 and utilizing L.J. Morse. If the Committee recommend we could put the project out for bid.

STAFF RECOMMENDATION

Staff recommends moving forward with the proposal from L.J. Morse Construction so as not to delay the moving forward with this project.



L.J. MORSE
CONSTRUCTION

128 S. Broadway
Aurora, IL 60505
630-896-2696
FAX 630-896-2697

March 28, 2019



Mr. Tim Halik
Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, IL. 60527

Re; Village Administration Building; Sign Pylon Repairs

Mr. Halik,

Thank you for the opportunity to quote this work to you.

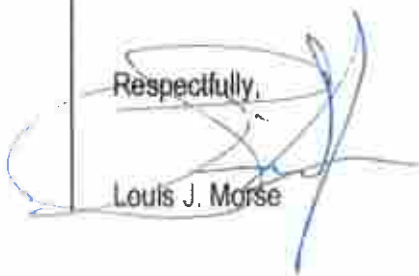
Our estimate for the replacement of the damaged limestone on the administration building sign pylon consists of the following;

- Remove and replacement of the broken limestone pieces as visible from the exterior of the pylon.
- Remove and re-install existing signage to allow work to proceed.
- Replace the roofing material on the top of the pylon to provide a weathertight seal
- Project coordination
- Legal disposal of debris generated by this work

We exclude;
Bonds
Premium time
Unforeseen damage
Repairs within the pylon structure
Changing of existing reinforcing or structural steel
Permits and Fees
Any work not specifically stated above

Total estimate \$24,500.00

Please feel free to contact me directly if you have any further questions.

Respectfully,

Louis J. Morse



EST. 1960

Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

MONTHLY REPORT
MUNICIPAL SERVICES DEPARTMENT
April, 2019

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

**Village
Administrator**

Tim Halik

Chief of Police

Robert Schaller

**Director of
Finance**

Carrie Dittman

Permits Issued:

Alarms	3
Build Out	1
Cables	1
Concrete	6
Electric	1
Elevator	1
Fence	1
NSFR	1
Patio/Decks	4
Plumbing	2
Remodel Res	3
Remodel Com	1
Repairs Ex Com	1
Repairs Int	1
Roof	1
Shed	2
Signs	7
Water Dis	1
Window/Doors	4

TOTALS 42

Plan Review Deposit Fee 3

Permit Revenue for April, 2019 \$ 33,910.23

Total Revenue Collected for Fiscal YTD \$ 722,896.95

Total Budgeted Revenue for Fiscal Year 2018/19 \$ 255,000.00

Total Percentage of Budgeted Revenue
Collected to Date 283.49%

Certificate of Occupancy, Final 3

Certificate of Occupancy, Temporary 3

Respectfully submitted,

Joe Coons
Superintendent of Public Works



Proud Member of the
Illinois Route 66 Scenic Byway

MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

Fiscal Year 2018-2019

MONTH	CURRENT FISCAL YEAR 2018-2019	PRIOR FISCAL YEAR 2017-2018
MAY	\$ 53,371.02	\$ 74,721.15
JUNE	\$ 65,924.20	\$ 18,289.54
JULY	\$ 87,692.72	\$ 35,679.59
AUGUST	\$ 42,766.17	\$ 65,281.45
SEPTEMBER	\$ 30,423.09	\$ 47,252.63
OCTOBER	\$ 25,191.50	\$ 60,248.25
NOVEMBER	\$ 62,682.40	\$ 43,329.42
DECEMBER	\$ 23,630.91	\$ 12,100.70
JANUARY	\$ 47,839.82	\$ 62,793.69
FEBRUARY	\$ 231,001.39	\$ 27,672.56
MARCH	\$ 18,463.50	\$ 29,264.69
APRIL	\$ 33,910.23	\$ 150,359.86
COLLECTED REVENUE	\$ 722,896.95	\$ 626,993.53
BUDGETED REVENUE	\$ 255,000.00	\$ 245,500.00
REVENUES COLLECTED- (OVER)/UNDER BUDGET	\$ (467,896.95)	\$ (381,493.53)
PERCENTAGE OF BUDGETED REVENUE COLLECTED	283.49%	255.39%

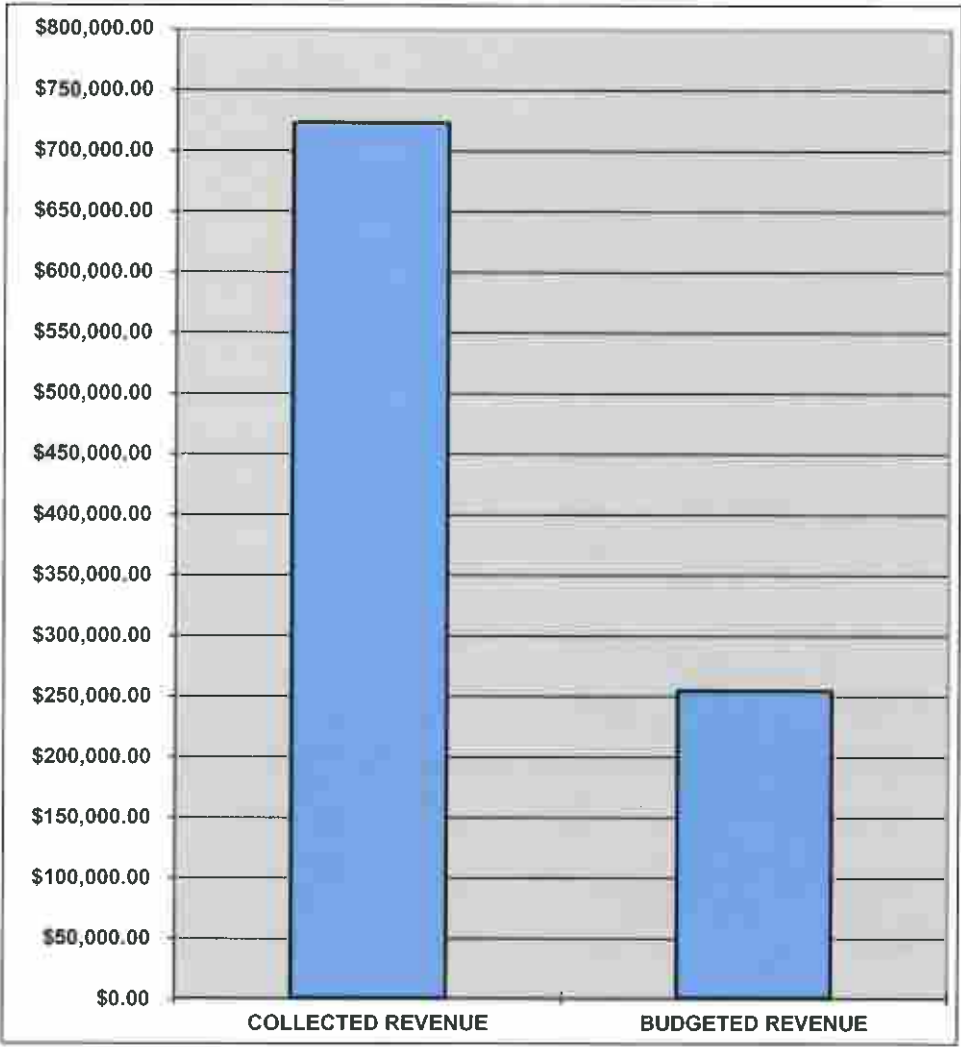
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE

	Fiscal Year 18/19	Fiscal Year 17-18
COLLECTED REVENUE	\$ 722,896.95	\$ 626,933.53
BUDGETED REVENUE	\$ 255,000.00	\$ 245,500.00

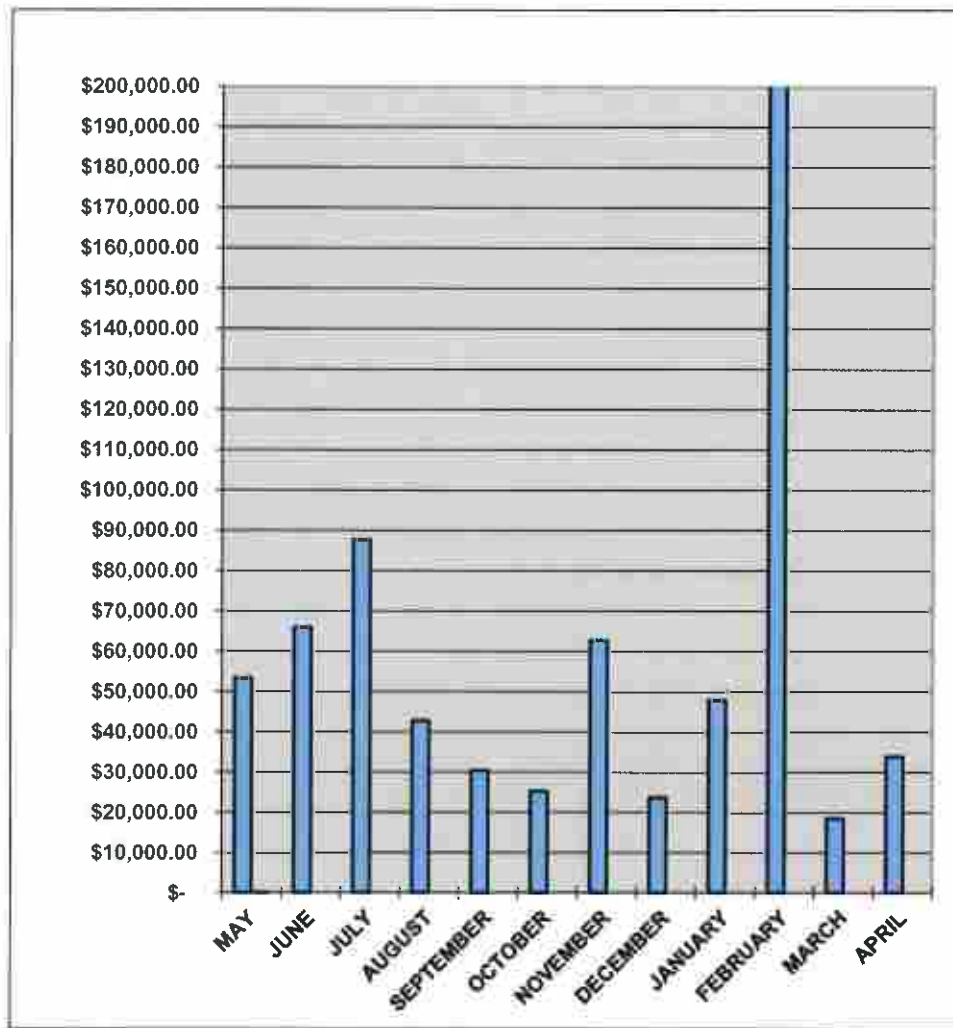
MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



MUNICIPAL SERVICES DEPARTMENT

PERMIT REVENUE



Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 01 GENERAL FUND							
04/01/2019			01-00-310-401 BUILDING PERMITS				
				BEG. BALANCE			(680,862.06)
04/01/2019	CR	RCPT	SUMMARY CR POSTING: 04/01/2019 BDINV			1,050.00	(681,912.06)
04/01/2019	CR	RCPT	SUMMARY CR: 04/01/2019 BDINV (CC)			545.00	(682,457.06)
04/03/2019	CR	RCPT	SUMMARY CR POSTING: 04/03/2019 BDINV			1,600.00	(684,057.06)
04/04/2019	CR	RCPT	SUMMARY CR POSTING: 04/04/2019 BDINV			240.00	(684,297.06)
04/05/2019	CR	RCPT	SUMMARY CR POSTING: 04/05/2019 BDINV			1,007.49	(685,304.55)
04/05/2019	BD	TRX	SUMMARY BD 04/05/2019			50.00	(685,354.55)
04/08/2019	CR	RCPT	SUMMARY CR POSTING: 04/08/2019 BDINV			14,323.90	(699,678.45)
04/08/2019	CR	RCPT	SUMMARY CR: 04/08/2019 BDINV (CC)			235.00	(699,913.45)
04/10/2019	CR	RCPT	SUMMARY CR POSTING: 04/10/2019 BDINV			240.00	(700,153.45)
04/11/2019	CR	RCPT	SUMMARY CR POSTING: 04/11/2019 BDINV			3,357.96	(703,511.41)
04/11/2019	CR	RCPT	SUMMARY CR: 04/11/2019 BDINV (CC)			230.00	(703,741.41)
04/12/2019	CR	RCPT	SUMMARY CR POSTING: 04/12/2019 BDINV			245.00	(703,986.41)
04/15/2019	CR	RCPT	SUMMARY CR POSTING: 04/15/2019 BDINV			580.00	(704,566.41)
04/15/2019	CR	RCPT	SUMMARY CR: 04/15/2019 BDINV (CC)			240.00	(704,806.41)
04/18/2019	CR	RCPT	SUMMARY CR POSTING: 04/18/2019 BDINV			795.80	(705,602.21)
04/18/2019	CR	RCPT	SUMMARY CR: 04/18/2019 BDINV (CC)			120.00	(705,722.21)
04/18/2019	BD	TRX	SUMMARY BD 04/18/2019			791.08	(706,513.29)
04/22/2019	CR	RCPT	SUMMARY CR POSTING: 04/22/2019 BDINV			150.00	(706,663.29)
04/23/2019	CR	RCPT	SUMMARY CR POSTING: 04/23/2019 BDINV			120.00	(706,783.29)
04/24/2019	CR	RCPT	SUMMARY CR POSTING: 04/24/2019 BDINV			1,000.00	(707,783.29)
04/24/2019	CR	RCPT	SUMMARY CR: 04/24/2019 BDINV (DC)			75.00	(707,858.29)
04/25/2019	CR	RCPT	SUMMARY CR POSTING: 04/25/2019 BDINV			135.00	(707,993.29)
04/25/2019	CR	RCPT	SUMMARY CR: 04/25/2019 BDINV (CC)			120.00	(708,113.29)
04/26/2019	CR	RCPT	SUMMARY CR POSTING: 04/26/2019 BDINV			750.00	(708,863.29)
04/29/2019	CR	RCPT	SUMMARY CR POSTING: 04/29/2019 BDINV			75.00	(708,938.29)
04/29/2019	CR	RCPT	SUMMARY CR: 04/29/2019 BDINV (CC)			365.00	(709,303.29)
04/30/2019	CR	RCPT	SUMMARY CR POSTING: 04/30/2019 BDINV			700.00	(710,003.29)
04/30/2019	CR	RCPT	SUMMARY CR: 04/30/2019 BDINV (CC)			50.00	(710,053.29)
04/30/2019			01-00-310-401	END BALANCE	0.00	29,191.23	(710,053.29)

05/01/2019 10:54 AM
User: JKufirin
DB: Willowbrook

GL ACTIVITY REPORT FOR WILLOWBROOK
FROM 01-00-310-402 TO 01-00-310-402
TRANSACTIONS FROM 04/01/2019 TO 04/30/2019

Page: 1/1

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 01 GENERAL FUND							
04/01/2019			01-00-310-402 SIGN PERMITS	BEG. BALANCE			(10,196.91)
04/10/2019	CR	RCPT	SUMMARY CR POSTING: 04/10/2019 BDINV			272.40	(10,469.31)
04/12/2019	CR	RCPT	SUMMARY CR POSTING: 04/12/2019 BDINV			3,417.50	(13,886.81)
04/18/2019	CR	RCPT	SUMMARY CR POSTING: 04/18/2019 BDINV			651.60	(14,538.41)
04/30/2019	CR	RCPT	SUMMARY CR POSTING: 04/30/2019 BDINV			377.50	(14,915.91)
04/30/2019			01-00-310-402	END BALANCE	0.00	4,719.00	(14,915.91)

Permit	Date Issued:	Date Released:	Date Permit Expires:	Name:	Address:	Permit Purpose:	Business Name:	Fee:	RES / COMM:	Valuation:
19-075	04/01/19	04/01/19	06/30/01		6340 Americana Dr	Plan Review	Sprint	\$ 1,000.00	C	
19-070	03/26/19	04/01/19	09/29/20		Lake Hinsdale Village	Concrete	Lake Hinsdale Village Condo	\$ 545.00	M	
19-072	04/01/19	04/01/19	09/29/20		311 79th Street	Fence		\$ 50.00	R	\$ 5,600.00
19-058	03/14/19	04/03/19	10/01/20		625 Joliet Road	Elevator	Compass Arena	\$ 1,500.00	C	\$ 67,000.00
19-079	04/04/19	04/04/19	10/02/20		6608 Rodgers Drive	Deck		\$ 240.00	R	\$ 12,000.00
19-076	04/01/19	04/05/19	10/03/20		6605 Wingate Road	Basement remodel		\$932.49	R	\$ 30,075.00
19-078	04/03/19	04/05/19	10/03/20		4 Kyle Court	Windows		\$75.00	R	\$8,923.43
19-080	04/05/19	04/08/19	10/03/20		6421 Raleigh Road	Security Sys		\$50.00	R	\$1,000.00
18-431	04/04/19	04/08/19	10/06/20		750 67th Place	NSFR		\$15,484.33	R	\$ 795,000.00
19-082	04/08/19	04/08/19	10/06/20		124 Sunset Ridge Road	Patio		\$ 235.00	R	\$ 15,496.00
19-089	04/10/19	04/10/19	10/08/20		7707 Blackberry Lane	Shed		\$ 95.00	R	\$ 2,430.00
19-065	03/21/19	04/10/19	10/08/20		6300 Kingery Unit 120	Sign	Red Carpet Lash/Beauty	\$ 417.40	R	\$ 5,423.00
19-069	03/26/19	04/11/19	10/09/20		6605 Wingate Road	Deck/patio		\$ 265.00	R	\$ 12,962.00
19-081	04/08/19	04/11/19	10/09/20		555 Plainfield Road	Ext. Repairs	McNaughtons	\$ 290.00	C	\$ 7,000.00
19-083	04/08/19	04/11/19	10/09/20		6155 Lake Park Lane	Patio door		\$ 75.00	R	\$ 3,378.00
19-087	04/10/19	04/11/19	10/09/20		6327 Wesley Road	Elec.		\$ 230.00	R	\$ 7,050.00
19-090	04/11/19	04/11/19	10/09/20		427 Woodgate Ct	Plumbing		\$ 95.00	R	
19-059	03/14/19	04/11/19	10/09/20		7537 Clarendon Hills Rd	Remodel		\$ 2,632.96	R	\$ 75,000.00
19-088	04/10/19	04/16/19	10/14/20		555 Executive	Build out	Highline Auto	\$ 580.00	C	\$ 15,500.00
19-093	04/12/19	04/16/19	10/14/20		7651 Tanglewood # 12B	Int. Repairs		\$ 240.00	M	\$ 4,900.00
19-077	04/02/19	04/16/19	10/14/20		7601 S Kingery	Sign	Target	\$ 3,662.50	C	
19-084	04/08/19	04/18/19	10/16/20		6255-649 Executive Dr	Sign	Lee-Assoc	\$ 375.80	C	
19-085	04/08/19	04/18/19	10/16/20		655-671 Executive Dr	Sign	Lee-Assoc	\$ 375.00	C	
19-086	04/08/19	04/18/19	10/16/20		681-701 Executive Dr	Sign	Lee-Assoc	\$ 375.00	C	
19-094	04/16/19	04/18/19	10/16/20		24 Hightidge Road	Concrete Garage Floor		\$ 120.00	R	\$ 3,600.00
19-096	04/18/19	04/18/19	10/16/20		735 Plainfield Road	Temp Sign	Clover GreenHouse	\$ 200.00	R	\$ 4,750.00
19-097	04/18/19	04/18/19	10/16/20		7819 Eleanor Place	Driveway		\$ 75.00	R	\$ 17,245.00
19-098	04/19/19	04/19/19	10/17/20		144 Sunset Ridge Rd	Windows		\$ 791.08	C	\$ 115,800.00
19-038	04/17/19	04/19/19	10/17/20		7450 Kingery	Interior	Verizon	\$ 75.00	R	\$ 26,290.28
19-099	04/19/19	04/19/19	10/17/20		6653 Sheffield Lane	Windows		\$ 120.00	R	\$ 13,490.00
19-101	04/23/19	04/23/19	10/21/20		6209 Willowood	Driveway				
19-105	04/24/19	04/24/19	10/22/20		6096 Knoll Wood	Cables	ComEd		C	
19-102	04/23/19	04/24/19	10/22/20		32 Kyle Ct	Concrete repairs		\$ 75.00	R	\$ 2,700.00
19-095	04/16/19	04/25/19	10/23/20		50 Ridgelfield Lane	Driveway		\$ 120.00	R	\$ 11,000.00
19-106	04/24/19	04/25/19	08/30/01		6340 Americana Dr	Plan Review	AT & T	\$ 1,000.00	C	
19-100	04/26/19	04/25/19	10/23/20		528 Ridgemoor	Water Disconnect		\$ 100.00	R	
19-107	04/24/19	04/25/19	10/23/20		6036 Clarendon Hills Rd	Roof		\$ 35.00	R	\$ 9,700.00
19-111	04/26/19	04/29/19	06/30/01		7624 Virginia Ct	Plan Review	NSFR	\$ 750.00	R	
19-108	04/25/19	04/29/19	10/27/20		13 Lake Shore Drive	Door		\$ 75.00	R	\$ 2,870.00
19-112	04/26/19	04/29/19	10/27/20		301 Lake Hinsdale Dr #206	Kitchen Remodel		\$ 365.00	M	\$ 20,000.00
19-103	04/23/19	04/30/19	10/28/20		830 Midway Drive	Security Sys.	Sterigenics	\$ 190.00	C	\$ 7,590.00
19-104	04/23/19	04/30/19	10/28/20		7775 Quincy Street	Security Sys.	Sterigenics	\$ 190.00	C	\$ 9,970.00
19-092	04/12/19	04/30/19	10/28/20		775 Tanglewood Ln #12B	Plumbing		\$ 50.00	M	\$ 300.00
19-109	04/26/19	04/30/19	10/28/20		500 Joliet Road	Sign	ETI-School for Skilled Trade	\$ 557.50	C	\$ 9,000.00
19-110	04/26/19	04/30/19	10/28/20		Baksay	Shed		\$ 140.00	R	\$ 2,000.00

Village Administrator

From: Clarke Service <customercare@clarke.com>
Sent: Wednesday, May 08, 2019 8:24 AM
To: Tim Halik
Subject: Mosquito Control Catch Basin Treatments - Started
Attachments: clarke_logo_140x28.png



Customer Name: Village Of Willowbrook

Technician: Mike

Clarke Mosquito Control Service has begun in your community.

If you have any questions please call (800) 323-5727.

Thank you for allowing us to serve you

For Internal Office Use Only:
Service Order: 0000039269
Job No: 1
Job Suffix: 0



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

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

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

Village Administrator

Tim Halik

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

May 8, 2019

Michelle Selander
Director of Operations, Service
Clarke
159 N. Garden Avenue
Roselle, IL 60172

The Village of Willowbrook hereby authorizes Clarke Environmental Mosquito Management, Inc. (Clarke) to stock top feeding minnows or other mosquito eating fish as part of our mosquito control program.

We authorize Clarke to make such stocking on our behalf and report all applications to the Illinois Department of Natural Resources, as necessary.

Sincerely,

Michael S. Mertens
Interim Village Administrator



Proud Member of the
Illinois Route 66 Scenic Byway